



RITA G. JONSE, MAYOR
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1
MARIA AMEZCUA, PLACE 2
ANNE WEIR, PLACE 3
ZINDIA PIERSON, PLACE 4
REBECCA DAVIES, PLACE 5
TODD SHANER, PLACE 6

CITY COUNCIL REGULAR MEETING AGENDA

WEDNESDAY, OCTOBER 18, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PRESENTATION

1. Recognition of outgoing Municipal Associate Judge Jeffrey Lewis presented by Mayor Rita Jonse. Thomas Bolt,
City Manager

PUBLIC COMMENTS

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

CONSENT AGENDA

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

2. Consideration, discussion, and possible action to approve the City Council Minutes of the September 20, 2017, Regular Meeting. Lluvia Tijerina,
City Secretary
3. Consideration, discussion, and possible action on the acceptance of the September 2017 Departmental Reports: Thomas Bolt,
City Manager
 - Development Services – Scott Dunlop
 - Police – Chief Ryan Phipps
 - Municipal Court – Sarah Friberg
 - Public Works – Mike Tuley

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| 4. Consideration, discussion, and possible action on the acceptance of the unaudited September 2017 Monthly Financial Report. | Thomas Bolt,
City Manager |
| 5. Consideration, discussion and possible action to approve the proposed additional benefits to the vision care for City employees. | Tracey Vasquez,
HR Coordinator |

PUBLIC HEARING

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| 6. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen. | Thomas Bolt,
City Manager |
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REGULAR AGENDA

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| 7. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen. | Thomas Bolt,
City Manager |
| 8. Consideration, discussion, and possible action on an Interlocal Agreement for the allocation of sales tax revenue for the development of infrastructure by the City of Manor and Travis County Emergency Services District No. 12. | Thomas Bolt,
City Manager |
| 9. Consideration, discussion, and possible action on a resolution to enter into an inter-local agreement with the Cities of Lago Vista and Jonestown to provide victim services through the grant funded Manor Victim Service Network. | Ryan Phipps,
Chief of Police |
| 10. Consideration, discussion, and possible action for a landscape waiver for Lot 3, Manor Market Subdivision, locally known as 11809 E US Hwy 290, to reduce the minimum lot area from 2.84 to 2.15 and reduce the plantings along the front of the property below 50%. Applicant: CK1 Consulting. Owner: Upper Image Services, LLC. | Scott Dunlop,
Planning Coordinator |
| 11. Consideration, discussion, and possible action on a first reading of an ordinance rezoning 1.004 acres, more or less, Lot 2A, Block 1 Kroll-Lundgren Acres Revised Lot 2, locally known as 14405 N FM 973, from Interim Agricultural (A) to Medium Commercial (C-2). Applicant: Miguel Luna. Owner: Miguel Luna. | Scott Dunlop,
Planning Coordinator |
| 12. Presentation and Discussion on the use of PIDs and TIRZs for development in the City. | Thomas Bolt,
City Manager |

EXECUTIVE SESSION

The City Council will now convene into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code and Section 1.05, Tex. Disciplinary Rules of Professional Conduct, in accordance with the authority contained in:

Section 551.087 Economic Development – consultation with legal counsel

OPEN SESSION

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

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, the undersigned authority, do hereby certify that this notice of the Manor City Council was posted on this 13th day of October 2017 by 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.

Lluvia Tijerina
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 accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail ltijerina@cityofmanor.org.



RITA G. JONSE, MAYOR
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1
MARIA AMEZCUA, PLACE 2
ANNE WEIR, PLACE 3
ZINDIA PIERSON, PLACE 4
REBECCA DAVIES, PLACE 5
TODD SHANER, PLACE 6

ADDENDUM TO THE AGENDA

WEDNESDAY, OCTOBER 18, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

In addition to the previously posted agenda for October 18, 2017, Regular Session, the following items are hereby added:

REGULAR AGENDA

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| 13. Consideration, discussion and possible action on an ordinance approving an Interlocal Agreement for an exchange in extraterritorial boundaries between the City of Austin and the City of Manor. | Thomas Bolt,
City Manager |
| 14. Consideration, discussion and possible action on an ordinance for the disannexation of a 7.441 tract, more or less, located within the corporate limits of the City of Manor and Travis County, Texas. | Thomas Bolt,
City Manager |

POSTING CERTIFICATION

I, the undersigned authority, do hereby certify that this notice of the Manor City Council was posted on this 14th day of October 2017 by 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.

Scott Dunlop
Planning Coordinator



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Recognition of outgoing Municipal Associate Judge Jeffrey Lewis presented by Mayor Rita Jonse.

BACKGROUND/SUMMARY:

PRESENTATION: ☒ YES ☐ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation that Mayor Jonse presents certificate to outgoing Municipal Associate Judge Jeffrey Lewis.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Lluvia Tijerina, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the September 20, 2017, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

September 20, 2017, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes for the September 20, 2017, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
SEPTEMBER 20, 2017**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gene Kruppa, Mayor Pro-Tem, Place 1
Maria Amezcua, Place 2
Anne R. Weir, Place 3
Zindia Pierson, Place 4
Rebecca Davies, Place 5
Todd Shaner, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Scott Dunlop, Planning Coordinator
Lydia Collins, Director of Finance
Ryan Phipps, Chief of Police
Denver Collins, Captain
Mike Tuley, Public Works Director
Sarah Friberg, Court Clerk
Tracey Vasquez, HR Coordinator

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, September 20, 2017, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Denver Collins, Manor PD Captain, led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared to speak at this time.

CONSENT AGENDA

1. **Consideration, discussion, and possible action to approve the City Council Minutes of the September 6, 2017, Regular Meeting.**
2. **Consideration, discussion, and possible action on acceptance of the August 2017 Departmental Reports:**
 - **Development Services – Scott Dunlop**
 - **Police – Chief Ryan Phipps**
 - **Municipal Court – Sarah Friberg**
 - **Public Works – Mike Tuley**

Mayor Jonse inquired about the information on the Commercial Tenant Finish-Out and Residential New Description items on the Development Services Report. Planning Coordinator Dunlop explained both descriptions in detail.

Mayor Jonse inquired about the Activity Open Cases and Animal Control activities on the Police Report. Chief of Police Phipps explained both activities in detail.

Mayor Jonse thanked the Public Works Department for the wonderful job they have all been doing for the City streets.

3. **Consideration, discussion, and possible action on the acceptance of the unaudited August 2017 Monthly Financial Report.**
4. **Consideration, discussion, and possible action on a lease maintenance agreement between the City of Manor and Toshiba Business Solutions.**

Director of Finance Collins explained the lease to buy maintenance agreement. Mayor Jonse inquired about the purchase of the equipment. Director of Finance Collins stated agreement was for a lease to buy maintenance agreement.

Council Member Weir inquired about the supplies for the copy machine. Director of Finance Collins stated the Court Department will move to a paperless software next year that will help with the low cost of the supplies.

Council Member Davies inquired about the similarities of the current and new printer. The discussion was held regarding the similarities of both printers.

Council Member Pierson inquired about the cost for the equipment. Director of Finance Collins stated the cost had been included in the FY2017-2018 Budget.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

PUBLIC HEARING

5. Conduct a public hearing on the proposed disannexation of a 7.441 acre tract, located within Travis County, Texas.

The City staff's recommendation was that the City Council conduct the public hearing on the proposed disannexation of a 7.441-acre tract, located in Travis County, Texas.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt explained the disannexation of the 7.441-acre tract with Travis County.

Council Member Kruppa inquired about the road connection for the Lagos Master Plan and Wildhorse connection.

Danny Burnett, 9900 Highway 290E. Manor, Texas, explained the disannexation of the acreage from Travis County. He discussed the new corporate line for the City of Manor and the establishment of a future northern right-of-way line for the Wildhorse connector.

The discussion was held regarding the two (2) phases for the construction of the Wildhorse connector: 1) First Phase from FM973 to the west over to Wildhorse, and 2) Second Phase from FM973 to the southern line up to Blake Manor.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to close the public hearing on the proposed disannexation of a 7.441-acre tract, located within Travis County, Texas. The motion carried unanimously.

REGULAR AGENDA

6. Consideration, discussion, and possible action on a resolution for the approval and adoption of the Travis County Hazard Mitigation Plan Update.

The City staff's recommendation was that the City Council approve a resolution for the approval and adoption of the Travis County Hazard Mitigation Plan Update.

Chief of Police Phipps explained the Travis County Hazard Mitigation Plan Update and benefits the City would receive from FEMA. He expressed the importance of the Hazard Mitigation Plan for the City of Manor. Council Member Kruppa inquired if airline crashes would be covered with the plan. Chief of Police Phipps explained the plan would cover natural weather disasters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to approve Resolution No. 2017-15: A Resolution of the City Council of the City of Manor, Texas, for the Approval Adoption of the Travis County Hazard Mitigation Plan Update. The motion carried unanimously.

7. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018.

The City staff's recommendation was that the City Council approve the ordinance adopting the Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018.

Lydia Collins, Director of Finance, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Kruppa and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to approve Ordinance No. 488 adopting the annual budget for the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018. The motion carried unanimously.

8. Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the Fiscal Year beginning October 1, 2017, and ending September 30, 2018.

The City staff's recommendation was that the City Council approve the ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2017, and ending September 30, 2018, with the following motion: "I move that the property tax rate be decreased by the adoption of a tax rate of \$0.7722 on each \$100.00 valuation of property, which is effectively a .21% percent decrease in the tax rate."

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to move that the property tax rate be decreased by the adoption of a tax rate of \$0.7722 on each \$100.00 valuation of property, which is effectively a .21% percent decrease in the tax rate by adopting Ordinance No. 489. The motion carried unanimously.

9. Consideration, discussion, and possible action on a professional service agreement to conduct the market study for the EntradaGlen Project.

The City staff's recommendation was that the City Council approve a professional service agreement to conduct the market study for the EntradaGlen Project.

City Manager Bolt discussed the agreement with TXP for the market analysis services for the City. He stated the market analysis would be done for the developer and the City. He confirmed the services are paid by the Developer.

The discussion was held regarding the time of performance for the market analysis to be completed.

Council Member Pierson inquired if the agreement was only for the EntradaGlen Project and not for SkyVillage. City Manager Bolt clarified the agreement is only for the EntradaGlen Project and SkyVillage will have its own.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve a professional service agreement to conduct the market study for the EntradaGlen Project. The motion carried unanimously.

10. Consideration, discussion, and possible action on the second reading of an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

The City staff's recommendation was that the City Council approve an ordinance annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to approve Ordinance No. 483 annexing land located in Travis County, Texas that is adjacent and contiguous territory to the City and approving a service plan for the annexed area. The motion carried unanimously.

11. Consideration, discussion, and possible action on entering into development agreements under Texas Local Government Code sections 212.172 and 43.035.

The City staff's recommendation was that the City Council approve the development agreements under Texas Local Government Code sections 212.172 and 43.035.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

Council Member Kruppa inquired if the three (3) 15-year terms of the agreement were given automatically. City Manager Bolt stated the terms would need to be requested.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to approve the development agreements under Texas Local Government Code sections 212.172 and 43.035. The motion carried unanimously.

12. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 3 Building Regulations, Article 3.09 Landscaping and Screening, Article 3.10 Signs, and creating Article 3.11 Outdoor Lighting Standards.

The City staff's recommendation was that the City Council approve an ordinance amending the Manor Code of Ordinances, Chapter 3 Building Regulations, Article 3.09 Landscaping and Screening, Article 3.10 Signs, and creating Article 3.11 Outdoor Lighting Standards.

Planning Coordinator Dunlop explained the amendments to the ordinance. He discussed the new prohibitions on billboards and how the City could be designated as a Scenic City for having specific language regarding the billboard height regulations.

Council Member Weir inquired what the Scenic City designation would include. Planning Coordinator Dunlop explained the requirements for the City to be recognized as a Scenic City.

The discussion was held regarding the outdoor lighting standard regulations. Council Member Kruppa inquired about the regulations of the bulbs for the lighting and ensuring eliminations are correct. Planning Coordinator Dunlop explained the plan requirements for new constructions that the developer would have to meet.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve Ordinance No. 485 amending the Manor Code of Ordinances, Chapter 3 Building Regulations, Article 3.09 Landscaping and Screening, Article 3.10 Signs, and creating Article 3.11 Outdoor Lighting Standards. The motion carried unanimously.

13. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 4 Business Regulations, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events, and Outdoor Sales; repealing and replacing Article 4.04 Towing and Wrecker Services, and creating Article 4.07 Filming Guidelines.

The City staff's recommendation was that the City Council approve an ordinance amending the Manor Code of Ordinances, Chapter 4 Business Regulations, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events, and Outdoor Sales; repealing and replacing Article 4.04 Towing and Wrecker Services, and creating Article 4.07 Filming Guidelines.

Planning Coordinator Dunlop explained the permit for Peddlers and regulations.

City Manager Bolt discussed the Filming Guidelines for the City of Manor to become a Film Friendly Texas City. He explained the three (3) requirements for the Certification: 1) Attend a Film Friendly Texas Workshop hosted by the Texas Film Commission; 2) Pass administratively enforceable filming guidelines (ordinance), and 3) Submit photographs of area locations for inclusion in the Texas Film Commission Locations database.

Chief of Police Phipps discussed the new regulations for the Towing and Wrecker Services for the City. He explained the benefits and revenue for the City for having its own towing rotation instead of using the Travis County towing rotation that at times are not beneficial.

The discussion was held regarding the management fee that the City would collect from the towing companies and how they would need to meet City's regulations to be included in the towing rotation with the City.

Council Member Kruppa inquired about the fines for the tow trucks violations. Chief of Police Phipps explained the penalty fees that could be given to the towing companies would be regarding state law regulations and if any regulations of the ordinance are violated.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to approve Ordinance No. 486 amending the Manor Code of Ordinances, Chapter 4 Business Regulations, Article 4.03 Peddlers, Solicitors, Food Vendors, Special Events, and Outdoor Sales; repealing and replacing Article 4.04 Towing and Wrecker Services, and creating Article 4.07 Filming Guidelines. The motion carried unanimously.

14. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances, Chapter 14 Zoning, modifying definitions; general site and permitted and conditional uses in light commercial, heavy commercial, light industrial, neighborhood business, and downtown business; creating a general office district with permitted uses and site development requirements; modifying parking requirements; amending single-family and multifamily site development requirements; inclusion of a historic district and municipal parks; and adding exhibit D Austin Executive Joint Airport Zoning Board Hazard Regulations.

The City staff's recommendation was that the City Council approve an ordinance amending the Manor Code of Ordinances, Chapter 14 Zoning, modifying definitions; general site and permitted and conditional uses in light commercial, heavy commercial, light industrial, neighborhood business, and downtown business; creating a general office district with permitted uses and site development requirements; modifying parking requirements; amending single-family and multifamily site development requirements; inclusion of a historic district and municipal parks; and adding Exhibit D Austin Executive Joint Airport Zoning Board Hazard Regulations.

City Manager Bolt discussed the general office district zoning that is being added and how the City would regulate the zoning for that area. He also discussed the Austin Executive Joint Airport Zoning Board Hazard Regulations.

Planning Coordinator Dunlop explained the General Office District regulations. The discussion was held regarding the creation of a separate district for medical offices for the City.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve Ordinance No. 185-Q amending the Manor Code of Ordinances, Chapter 14 Zoning, modifying definitions; general site and permitted and conditional uses in light commercial, heavy commercial, light industrial, neighborhood business, and downtown business; creating a general office district with permitted uses and site development requirements; modifying parking requirements; amending single-family and multifamily site development requirements; inclusion of a historic district and municipal parks; and adding Exhibit D Austin Executive Joint Airport Zoning Board Hazard Regulations. The motion carried unanimously.

15. Consideration, discussion, and possible action on a waiver for Lots 6 & 7, Block 6 Town of Manor, locally known as 210 W. Murray, from Manor Code of Ordinances Chapter 14 Zoning, Exhibit A Zoning Ordinance, Article III Site Development, Section 60(I)(4) Construction Plans to waive the requirement for sidewalks, as Requested by Rocio and Ricardo Velazquez, Owners of Tentaciones Fruits & Desserts.

The City staff's recommendation was that the City Council approve the waiver with the condition that it only applies to this site development plan (2017-P-1052-SP) and upon the permanent development of the site sidewalks must be installed.

Planning Coordinator Dunlop along with Rocio Velasquez owner of Tentaciones Fruits & Desserts 210 Murray Manor, Texas were both available to address any questions posed by the City Council.

Mayor Jonse inquired about the location of the business. City Manager Bolt stated the location is across the street of Mr. Jim's.

Council Member Weir inquired about the temporary permit. City Manager Bolt explained the temporary permit regulations for the site.

MOTION: Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted seven (7) For and none (0) Against to approve the waiver with the condition that it only applies to this site development plan (2017-P-1052-SP) and upon the permanent development of the site sidewalks must be installed. The motion carried unanimously.

16. Consideration, discussion, and possible action on a resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters.

The City staff's recommendation was that the City Council approve a resolution commencing the annexation of land adjacent and contiguous to the city limits; being located in Travis County, Texas; and providing open meetings and other related matters.

Scott Dunlop, Planning Coordinator was available to address any questions posed by the City Council.

City Manager Bolt explained the new acreage for the approval of the annexation to be done before the deadline in December.

Council Member Kruppa inquired about the ShadowGlen and Presidential Meadows land to be annexed. City Manager Bolt stated at this time they are not part of the annexation.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Davies, the Council voted six (6) For and none (0) Against to approve Resolution No. 2017-16: A Resolution of the City of Manor, Texas, Commencing the Annexation of Land Adjacent and Contiguous to the City Limits; Being Located in Travis County, Texas; and Providing Open Meetings and Other Related Matters. Mayor Jonse abstained. The motion carried unanimously.

17. Consideration, discussion, and possible action on canceling the October 4, 2017, Regular City Council meeting.

The City staff's recommendation was that the City Council approve canceling the October 4, 2017, Regular City Council Meeting.

City Manager Bolt stated that the Mayor, Council, and City staff will be attending the TML Conference during the first week of October and will not be present on October 4 reason for canceling the City Council meeting. He stated all business will be moved to the October 18, 2017, regular City Council meeting.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to approve canceling the October 4, 2017, Regular City Council Meeting. The motion carried unanimously.

EXECUTIVE SESSION

In accordance with Texas Government Code, Subchapter D, Section 551.071 Texas Government Code; *Section 551.074, Personnel Matters – Municipal Court* the Manor City Council convened into Executive Session at 7:48 p.m., on Wednesday, September 20, 2017, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 8:13 p.m. on Wednesday, September 20, 2017.

OPEN SESSION

Mayor Jonse reconvened the Open Session of the Manor City Council at 8:13 p.m. on Wednesday, September 20, 2017, in the Council Chambers of the Manor City Hall.

Mayor Jonse opened the floor for action to be taken on the items discussed in the Executive Session. There was no action taken on the items discussed during the Executive Session.

ADJOURNMENT

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to adjourn the regular session of the Manor City Council at 8:14 p.m. on Wednesday, September 20, 2017. The motion carried.

These minutes approved by the Manor City Council on the 18th day of October 2017.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the September 2017 Departmental Reports.

BACKGROUND/SUMMARY:

- Development Services – Scott Dunlop
- Police – Chief Ryan Phipps
- Municipal Court – Sarah Friberg
- Public Works – Mike Tuley

PRESENTATION: ☐ YES ☒ NO

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

September 2017 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept the September 2017 Departmental Reports.

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

DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT
FOR
CITY OF MANOR, TX
September 1 - 30, 2017

Description		Projects	Valuation	Fees	Detail
	Commercial Irrigation	1	\$1,000.00	\$107.00	
	Commercial Sign	2	\$1,754.00	\$762.00	
	Residential Accessory	1	\$3,200.00	\$105.00	
	Residential Deck/Patio	1	\$10,000.00	\$165.00	
	Residential Electrical	2	\$42,450.00	\$214.00	
	Residential Irrigation	9	\$17,094.50	\$965.00	
	Residential New	45	\$10,425,831.00	\$282,250.30	
	Residential Plumbing	2	\$14,605.00	\$212.00	
	Residential Remodel/Repair	1	\$0.00	\$1,237.00	
	Totals	64	\$10,515,934.50	\$286,017.30	

Total Certificate of Occupancies Issued: 53

Total Inspections(Comm & Res): 1,104

Tom Bolt, City Manager

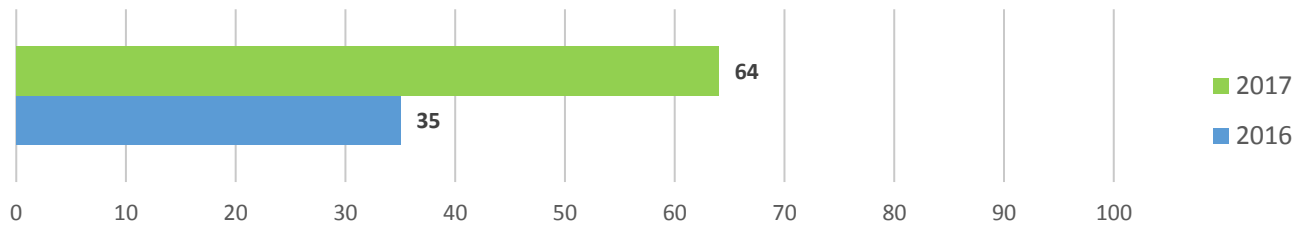




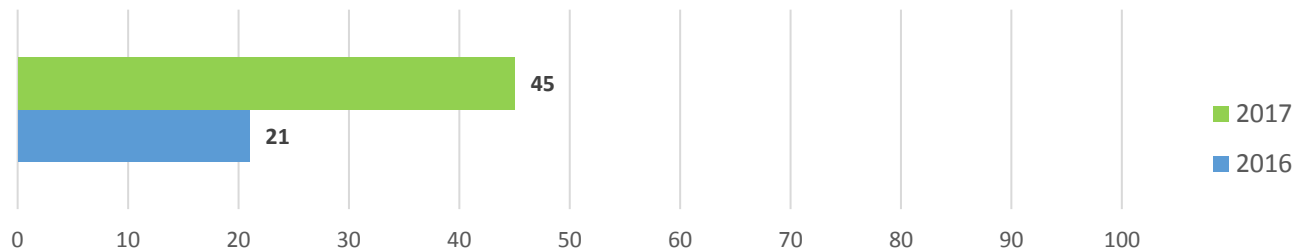
SEPTEMBER 2017

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

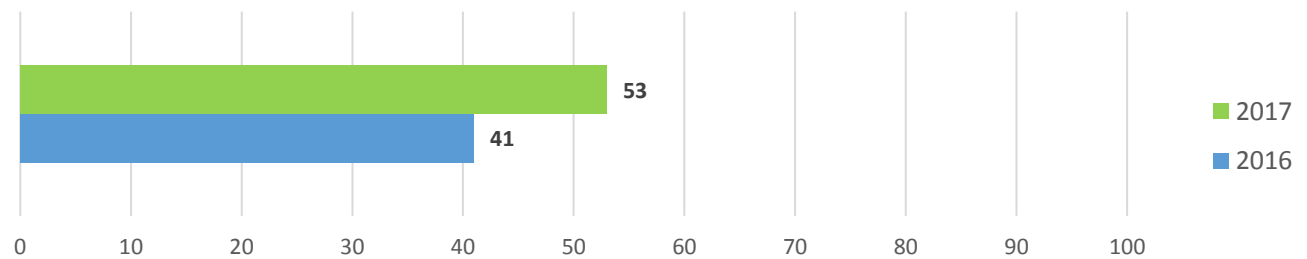
PERMITS ISSUED



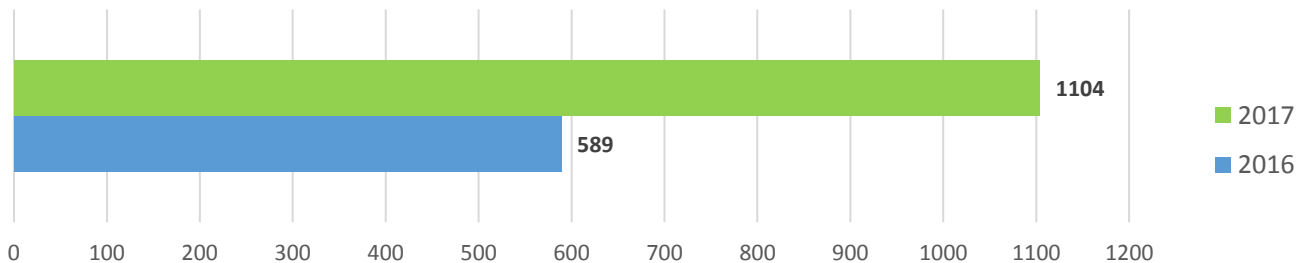
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS



Project Valuation and Fee Report

Development Services Department

CITY OF MANOR, TEXAS

FISCAL YEAR

2016 - 2017

Description	Projects 16-17	Projects 15-16	Percentage Difference	Valuation 16-17	Fees 16-17
Building Permits					
Commercial Accessory Bldg	1	-	-	\$2,000.00	\$832.00
Commercial Communication Tower	-	2	-	-	-
Commercial Electrical	10	4	150%	\$19,700.00	\$1,878.00
Commercial Irrigation	12	18	-33%	\$462,194.00	\$7,689.50
Commercial Mechanical	5	-	-	\$1,352,278.00	\$2,306.00
Commercial New Build	3	17	-82%	\$1,920,000.00	\$34,079.25
Commercial New Shell	1	-	-	\$3,507,537.00	\$83,521.35
Commercial Public Works & Utilities	-	2	-	-	-
Commercial Plumbing	4	-	-	\$5,200.00	\$1,006.00
Commercial Remodel	-	2	-	-	-
Commercial Sign	22	23	-4%	\$138,436.85	\$6,401.10
Commercial Swimming Pool	2	-	-	\$300,000.00	\$1,122.00
Commercial Tenant Finish Out	8	-	-	\$965,000.00	\$14,186.70
Educational Addition	1	-	-	\$0.00	\$687.00
Educational Permits	-	6	-	-	-
Educational Remodel/Repair	2	-	-	\$33,764.66	\$1,181.00
Moving a Structure	1	1	0%	\$0.00	\$260.00
Residential Accessory Bldg	13	10	30%	\$32,051.81	\$1,534.00
Residential Addition	-	3	-	-	-
Residential Deck/Patio	11	14	-21%	\$84,818.00	\$1,570.00
Residential Demolition	3	5	-40%	\$16,200.00	\$317.00
Residential Driveway	1	-	-	\$8,000.00	\$97.00
Residential Electrical	17	11	55%	\$239,083.05	\$1,939.00
Residential Fence	-	11	-	-	-
Residential Foundation Repair	4	9	-56%	\$28,100.00	\$386.00
Residential Garage or Carport	-	1	-	-	-
Residential Irrigation	47	18	161%	\$103,913.00	\$1,712.00
Residential Mechanical/HVAC	16	7	129%	\$103,920.00	\$1,712.00
Residential New	590	281	110%	\$132,134,514.05	\$3,593,846.75
Residential Plumbing/Gas	30	22	36%	\$59,475.54	\$4,049.00
Residential Remodel	8	4	100%	\$231,050.00	\$4,343.50
Residential Swimming Pool	2	6	-67%	\$60,000.00	\$399.00
Residential Water Softener	-	5	-	-	-
Right-of-Way	1	-	-	\$0.00	\$720.00
Temporary Sign	1	-	-	\$10.00	\$37.00
Uncategorized	-	3	-	-	-
Planning & Zoning					
Conditional Use	4	-	-	-	\$2,124.00
Planned Unit Development	-	2	-	-	-
Site Plan	15	11	36%	-	\$10,850.48
Special Use	1	-	-	-	\$50.00
Subdivision	41	22	86%	-	\$177,628.00
Testing	7	11	-36%	-	\$380,954.89
Uniform Sign Plan	-	1	-	-	-
Zoning	12	6	100%	-	\$5,885.70
Totals	896	538	67%	\$141,807,245.96	\$4,345,305.22

Total Certificates of Occupancy Issued:	399	265	51%	FY 16-17 valuation increased 25% over FY 15-16 (\$35,462,837.17) and FY 16-17 fees increased 43% over FY 15-16 (\$1,853,544.32)
Total Inspections (Comm & Res):	10,410	5,818	79%	
Tom Bolt, City Manager				

Missing values from FY 15-16 to FY 16-17 in most cases are the result of FY 15-16 occuing partially under the previous permitting system INCODE which categorized permits differently than the My Government Online permitting system.



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

10/18/2017

September 2017

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1222	1437	14.9↓	Patrol Car Rental Last Month \$7282.50 YTD \$49,691.50
Average CFS per day	40.7	48	14.7↓	
Open Cases	22	19	15.7↑	
Charges Filed	40	72	44.4↓	
Alarm Responses	28	52	46.1↓	
Drug Cases	14	11	27.2↑	
Family Violence	1	14	92.8↓	
Arrests Fel/Misd	17Fel/23Misd	9Fel/74Misd	88.8Fel↑/68.9Misd↓	
Animal Control	44	28	57.1↑	
Traffic Accidents	33	33	no change	
DWI Arrests	6	6	no change	
Traffic Violations	457	634	27.9↓	
Ordinance Violations	17	23	26.0↓	
Seizures	N/A	N/A	N/A	
Laboratory Submissions	9	8	12.5↑	

Notes:

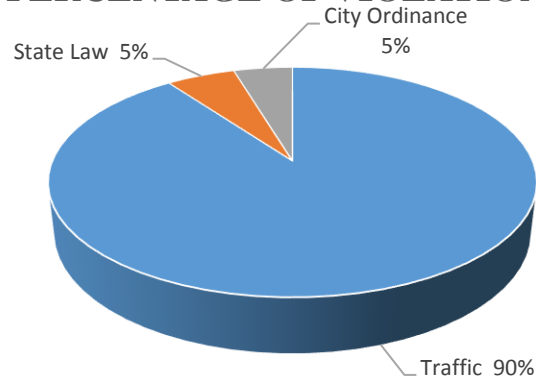
*DNA- DATA NOT AVAILABLE

City of Manor Municipal Court

SEPTEMBER 2017

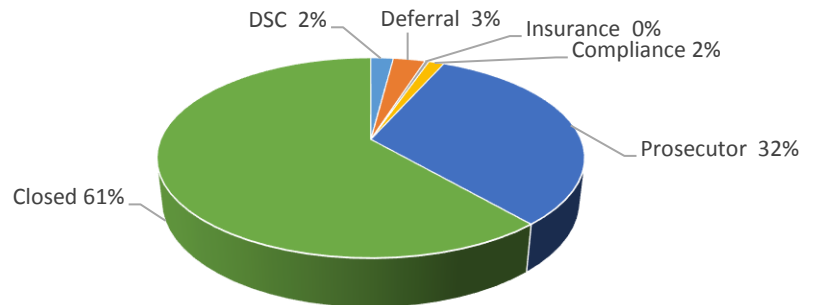
Violations Filed	Sep-17	Sep-16
Traffic	348	479
State Law	21	22
City Ord.	18	44
Total	387	545

PERCENTAGE OF VIOLATIONS



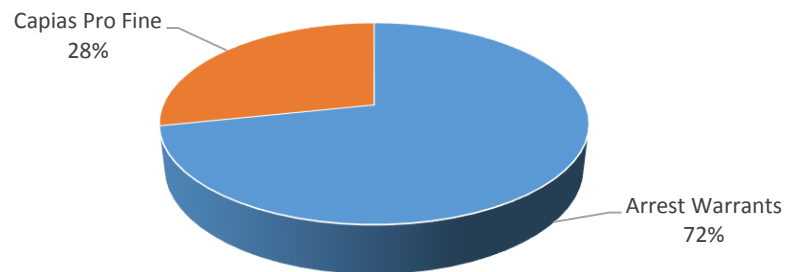
Dismissals	Sep-17	Sep-16
DSC	22	21
Deferral	31	31
Insurance	4	10
Compliance	15	36
Prosecutor	346	21
Closed	664	426
Total	1082	545

PERCENTAGE OF DISMISSALS



Warrants	Sep-17	Sep-16
Arrest Warrants	243	215
Capias Pro Fine	96	46
Total	339	261

PERCENTAGE OF WARRANTS



Money Collected in September 2017

Kept By City	\$46,216.39
Kept By State	\$24,395.79
Total	\$70,612.18

Money Collected in September 2016

Kept By City	\$36,451.32
Kept By State	\$19,051.55
Total	\$55,502.87



PUBLIC WORKS DEPARTMENT SEPTEMBER 2017 REPORT

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In September, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily.

In September, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

In the month of September, 12 percent of the water we supplied to our residents was from our wells. We purchased 88 percent from EPCOR and from Manville WSC. In September, the estimated population of residents in the City of Manor is 9,982. Estimated Population for ShadowGlen is 2,632 residents.

Subdivision Inspections

- Street Inspection- 3
- Water Inspections- 7
- Wastewater Inspection- 10



Streets and Parks Monthly Report September 2017

Inspections /New subdivision Walkthroughs and Pre-con meetings

9/1/2017- Inspected underground storm drain installation at Presidential Heights.

9-1-2017- Performed weekly inspections on all new construction streets and drainage to ensure contractors are sweeping daily and keeping our streets debris free.

9/14/2017- Inspected underground storm drain (installed in the Stonewater subdivision, phase 8.)

9-1-2017/9-30-2017 Daily Duties and Projects

- 9/5/2017- City staff removed “failed asphalt” on west Townes Street and replaced it with 6 tons of new hot asphalt.
- 9/6/2017- Our City Mechanic constructed a gate ramp to be installed on our streets and mowing trailer to ensure safety.
- 9/6/2017- City staff spent a day walking on the sidewalks in all the sub-divisions to notate areas that will need to be addressed for trip hazards.
- 9/7/2017-City staff addressed two road failures in Hamilton Point sub-division. Both failures were completely removed down to the sub grade and all new material was installed. 1.25 tons of hot asphalt was used on this job.
- 9/8/2017- Installed multiple banners and signs for National Night Out.
- 9/11/2017- Robert Lopez with Lonestar Soccer sent an email out stating that the parents and coaches from the soccer organization, appreciated all the hard work city staff has done to keep up with the Jennie Lane Park and the playing area. It was great to hear about all the hard work city staff does daily, is recognized by so many.
- 9/11/2017- City staff was asked from the Police Department to install signs in some public areas stating, “lock it or lose it”. This will help the awareness of keeping all vehicles safe in Manor.
- 9/13/2017- City staff recognized a road failure at the stop sign on West Townes Street. All old asphalt and road base was removed and replaced with new asphalt. 6.2 tons of asphalt was used to complete this job.
- 9/15/2017- A homeowner had an issue where the back of her property that neighbors a city retention pond, was washing away and needed more fill dirt. City staff added more fill dirt and installed erosion control matting to stabilize and hold the dirt in place.
- 9/18/2017- City staff began clearing the west side and the north side of the Manor cemetery. Multiple invasive trees and unwanted vegetation was removed to allow the new fence to be installed.



- 9/19/2017- City staff ordered 7.67 tons of cold mix. Cold mix is typically used on the roads that will be replaced in the next coming years. Cold mix is used on pot holes and uneven areas where sub grade is beginning to fail. City staff spent days laying cold mix on West Browning Street and West Townes Street.
- 9/22/2017- City staff replaced dead end barricades on Lapoynor Street. One of our goals this year will be, replacing all dead-end barricades with red diamond sign barricades.
- 9/25/2017- City staff removed multiple areas of sidewalk around Jennie Lane Park. 20 linear feet was removed and replaced.
- 9/28/2017- City staff installed landscaping around Jennie Lane Park pavilion. Large stepping stones and multiple native plants were installed with fresh mulch and granite for a walking trail.

Certifications and Classes

- **Certifications and Licenses-** Ensures that the employees are properly trained and knowledgeable and understand the importance of safety.
- The City sent Bobby Woods to a two-day class to become a Certified Stormwater Inspector. That will now allow the City to have another certified employee on board to protect our storm and drain water system.

*The **mowing crew** who is comprised of 3 members are maintaining all City owned properties. (besides what the project crew maintains) The properties are cut every 2 weeks during the growing season. Mowing season will usually last from April through October. Schedules are due to change in hot summers, (like this summer) due to grass burning up in the heat.

*The **projects crew** is comprised of 2 members. They are responsible for maintaining Jennie Lane Park, City Hall, Police Department, Maintenance yard, Bell Farms Pond, and Bell Farms Park. These properties are cut every week to maintain the pristine look.



Water Monthly Report September 2017

For the month of September, the Water Department had 41 service calls, 2 repair jobs, 7 maintenance jobs, 7 inspections, 284 meter change outs for Wildhorse Subdivision, and flushed all dead-end mains.

Service calls include: low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, connect water services, and meter change outs.

Repair Calls:

11401 Lapoynor - Meter leak - Replaced meter seals and notified customer by FZ,TM 9-12-17.
16121 Hamilton Point- Replaced a broken curb stop by RM,CD 9-18-17.

Maintenance:

Gregg Manor and Genome- Located utilities for contractor doing bore at Genome driveway entrance by JT 9-5-17.
Manor ISD Parsons Street by bridge- Located wastewater main for Joeris Construction by JT 9-5-17.
507 E. Burton - Located water meter for new property owner. Found meter and notified Valerie at City Hall by JT9-11-17.
Bac T samples- 1st set of 4 by RM 9-5-17.
Intermediate storage tank FM 973- Power surge outage - Replaced fuse and power supply module in RTU box by JT,RM Sunday 9-17-17.
Bac T Samples- 2nd set of 6 by RM 9-20-17.
Clearwell- Called Brenntag and ordered 3 bottles of CL2 by JT 9-20-17.

Inspections:

Presidential Heights Phase 2 - Water main and services by CRU by RM 9-1-17.
Presidential Heights Phase 2 - Water main and service pressure test by CRU passed by JT,RM 9-5-17.
Stonewater Almodine street - 5 water taps by DNT construction by JT 9-7-17.
Presidential Heights Phase 2- Water Bac T results good by JT 9-7-17.
Presidential Heights Phase 2- Shut water off so CRU could connect water main by JT,TM 9-11-17.
Shadow Glen Phase 2 section 16 walk thru by JT,AV 9-21-17.
Lagos Elementary school and FM 973 - Start up meeting by JT,AV 9-21-17.



Wastewater Monthly Report September 2017

For the month of September, the Wastewater Department had 10 service calls, 1 repair job, 16 maintenance jobs and 10 inspections.

Service calls include: sewer clog/backups, replacing broken clean out cap, and replacing lids.

Repair Calls:

12733 Carillon Way - Replaced broken clean out cap and lid by RM 9-7-17.

Maintenance:

507 E. Burton- Located wastewater clean out for new customer. Notified Valerie at City Hall by JT 9-11-17.

WWTP- Checked oil in clarifier drive gear box by JR, RM 9-12-17.

WWTP- Replaced solenoid to Digester # 1 by JR, RM 9-13-17.

WWTP- Called Brenntag and ordered (6) 150 lbs. bottles of CL2.

Hach- Ordered 3 boxes of 50 test tubes for low range ammonia test kit by JT 9-20-17.

Hach- Ordered 3 boxes of 50 test tube for Phosphorus test kit by JT 9-20-17.

Brenntag- Ordered 4 totes of hydrogen peroxide for Bell farms, Presidential Glen, WWTP and Wild horse creek lift stations by JT 9-26-17.

Brenntag- Ordered 3 pails of granular Cl2 for WWTP by 9-26-17.

Stonewater Lift Station - Replaced breaker to pumps 1 and 2 by JT RM 9-26-17.

Inspections:

Presidential Glen Phase 7 - Wastewater main by DNT Construction and by JT, RM 9-5-17, 9-6-17, 9-7-17, 9-8-17, 9-11-17.

Presidential Glen Phase 7 - Density testing wastewater main trenches by DNT Construction and by JT, RM 9-12-17.

Presidential Heights Phase 2 - Vacuumed test manholes and pressure test mains passed by JT, JN 9-12-17.

Stonewater Lift Station - Manor ISD wastewater main and manholes by Liberty Construction by JT 9-12-17, 9-13-17.

Stonewater Lift Station- Vacuumed test and pressure Manor ISD wastewater main and manholes by Liberty Construction and by JT, RM 9-12-17.

Presidential Glen Phase 7 - Density test by JT, RM 9-20-17.

ShadowGlen Phase 2 section 16 walk thru by JT, AV 9-21-17.

Presidential Heights- Vacuumed test manholes and mains by JT, RM 9-25-17, 9-26-17.

Stonewater Lift Station - Coating of Manholes and Manor ISD lift station tie in by Liberty Construction and by JT 9-26-17, 9-26-17.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the unaudited September 2017 Monthly Financial Report.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

September 2017 Monthly Financial Report

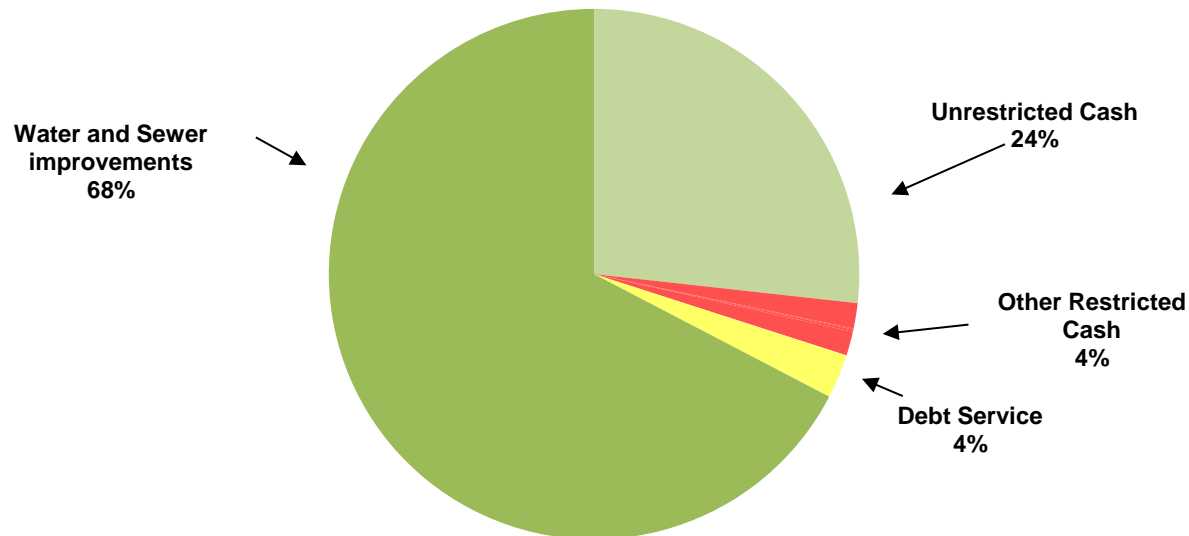
STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept the unaudited September 2017 Monthly Financial Report.

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As of September 2017**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 2,837,805	\$ 5,856,874			\$ 428,572	\$ 9,123,252
Restricted:						
Tourism				525,652		525,652
Court security and technology	22,381					22,381
Rose Hill PID				47,500		47,500
Customer Deposits		499,690				499,690
Park	8,515					8,515
Debt service			907,591			907,591
Capital Projects						
Water and sewer improvements		17,627,049		5,344,914		22,971,962
TOTAL CASH AND INVESTMENTS	\$ 2,868,702	\$ 23,983,614	\$ 907,591	\$ 5,918,066	\$ 428,572	\$ 34,106,545



Overview of funds:
\$ 78,493.86 sales tax collected
GF is in a favorable status.
UF is in a favorable status
DSF is in a favorable status
CIP Fund is in a favorable status



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Tracey Vasquez, HR Coordinator

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action to approve the proposed additional benefits to the vision care for City employees.

BACKGROUND/SUMMARY:

Option #2 (L3) plan, offered by Avesis Essential Benefits, has full coverage benefits to lens options on eye ware within the Network, which is not available in the current benefits plan.

PRESENTATION: ☐ YES ☒ NO

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

Plan Comparison for each level offered

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed additional benefits to the vision care for City employees.

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

RE: **City of Manor**

Avesis is privileged to have City of Manor as our client.

We are committed to maintaining our high customer satisfaction rating by ensuring that our clients receive the best vision care experience available. We look forward to continuing our relationship with you and serving as your vision carrier of choice in the upcoming years.

Currently we are pleased to offer a (2) year guarantee with the following premium rates:

Option 1

Group Number:	10771-172
Renewal Period:	January 01, 2018 - December 31, 2019
Current Rates:	\$4.25 / \$8.36 / \$12.42
Renewal Rates:	\$4.46 / \$8.78 / \$13.04
Current Wholesale Frame Allowance:	\$50
Current Lens Option Package:	N/A

We would like to offer your group some additional benefits to better suit their needs!

Option 2

Plan	050130CZ-L3
Lens Option Package:	L3
Wholesale Frame Allowance:	\$50
Renewal Rates:	\$6.20 / \$12.03 / \$18.00

Option 3

Plan	050130CZ-L5
Lens Option Package:	L5
Wholesale Frame Allowance:	\$50
Renewal Rates:	\$7.12 / \$13.75 / \$20.63

Your vision benefits will renew automatically on the date shown above, unless otherwise indicated by you in advance of the scheduled renewal date. If you have any questions please contact me at Ccude@avesis.com or by phone at 2103848104.

Selection:

Option 1	<input type="checkbox"/>
Option 2	<input checked="" type="checkbox"/>
Option 3	<input type="checkbox"/>

Signature

Thomas Bolt

Date

10/2/17

Printed Name

THOMAS BOLT

Sincerely,

Christine Cude



City of Manor Plan Comparison

Current Plan	924	Current Premiums	
Exam Copay	\$10	EMP	\$4.46
Material Copay	\$10	EMP + Dep	\$8.78
Frame Benefit	\$50 wholesale (up to \$150 retail)	EMP + Family	\$13.04
Contact Lens Benefit	\$130 allowance		
Lens Option Package	N/A		

Plan Frequencies	
Exam	12 months
Lenses	12 months
Frames	24 months
Contact Lenses	12 months

Benefits	In-Network	Out of Network
Exam	Covered in full with \$10 material copay	\$35
Frame	\$50 wholesale allowance, up to \$150 retail value	\$45
Single Vision	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$25
Bifocal	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$40
Trifocal	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$50
Lenticular	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$80
Progressive	\$50 allowance plus 20% off retail	\$40
Lens Options	Up to 20% off retail	N/A
Contact Lens	\$130 allowance	\$130
Medically Necessary Contact Lens	Covered in full (Prior approval required)	\$250
LASIK	\$150 allowance	\$150

Proposed Plan	050130CZ - L3	New Premiums	
Exam Copay	\$10	EMP	\$6.20
Material Copay	\$10	EMP + Dep	\$12.03
Frame Benefit	\$50 Wholesale (up to \$150 retail)	EMP + Family	\$18.00
Contact Lens Benefit	\$130 allowance		
Lens Option Package	L3		

Plan Frequencies	
Exam	12 months
Lenses	12 months
Frames	24 months
Contact Lenses	12 months

Benefits	In-Network	Out of Network
Exam	Covered in full with \$10 material copay	\$35
Frame	\$50 wholesale allowance, up to \$150 retail value	\$45
Single Vision	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$25
Bifocal	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$40
Trifocal	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$50
Lenticular	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$80
Progressive	\$50 allowance plus 20% off retail	See lens option 3
Lens Options	Up to 20% off retail	See lens option 3
Contact Lens	\$130 allowance	\$110.00
Medically Necessary Contact Lens	Covered in full (Prior approval required)	\$250
LASIK	Provider discount 25%	\$0

Level 3 Lens Option Package	In-Network	Out of Network
Youth Polycarbonate (Up to Age 19) Adult Polycarbonate	Covered in full	\$10
Standard Tint	Covered in full	\$4
Standard Scratch-Resistant Coating	Covered in full	\$5
Standard Anti-Reflective Coating	Covered in full	up to \$24

Proposed Plan	050130CZ - L5	New Premiums	
Exam Copay	\$10	EMP	\$7.12
Material Copay	\$10	EMP + Dep	\$13.75
Frame Benefit	\$50 Wholesale (up to \$150 retail)	EMP + Family	\$20.63
Contact Lens Benefit	\$130 allowance		
Lens Option Package	L5		

Plan Frequencies	
Exam	12 months
Lenses	12 months
Frames	24 months
Contact Lenses	12 months

Benefits	In-Network	Out of Network
Exam	Covered in full with \$10 material copay	\$35
Frame	\$50 wholesale allowance, up to \$150 retail value	\$45
Single Vision	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$25
Bifocal	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$40
Trifocal	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$50
Lenticular	Standard spectacle lenses covered in full (CR-39 Plastic) with \$0 material copay	\$80
Progressive	\$50 allowance plus 20% off retail	See lens option 5
Lens Options	Up to 20% off retail	See lens option 5
Contact Lens	\$130 allowance	\$110.00
Medically Necessary Contact Lens	Covered in full (Prior approval required)	\$250
LASIK	Provider discount 25%	\$0

Level 5 Lens Option Package	In-Network	Out of Network
Youth Polycarbonate (Up to Age 19) Adult Polycarbonate	Covered in full	\$10
Standard Tint	Covered in full	\$4
Standard Scratch-Resistant Coating	Covered in full	\$5
Standard Progressives (Level 1)	Covered in full	\$40
Ultra Violet Screening	Covered in full	\$6
Standard Anti-Reflective Coating	Covered in full	up to \$24

City of Manor

Lens Options Packages

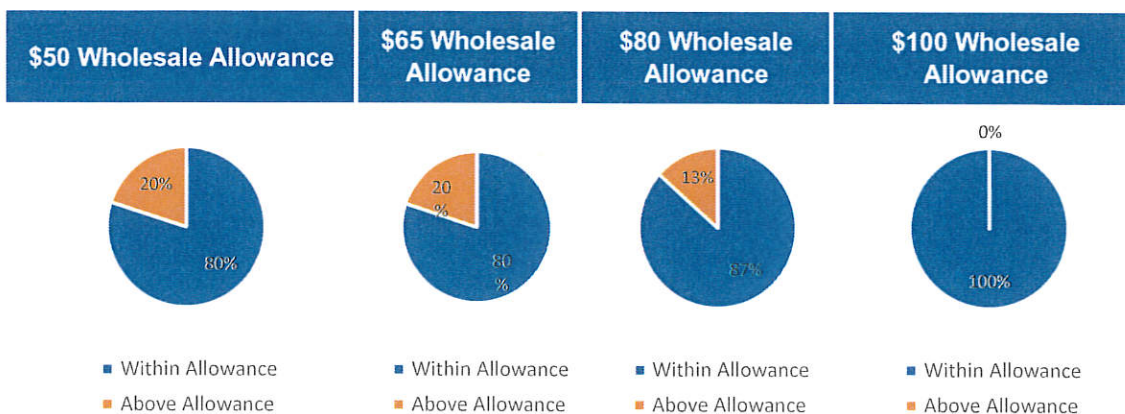
Covered Option	L3	L5	L7	Count of Options Claims	Amount Submitted	Average Claim
Polycarbonate	✓	✓	✓	11	\$ 428.00	\$ 38.91
Scratch Resistant Coating	✓	✓	✓	0	\$ -	
Standard Tint	✓	✓	✓	2	\$ 85.00	\$ 42.50
Standard Anti Reflective & UV	✓	✓	✓	10	\$ 710.00	\$ 71.00
Level 1 Progressive Lenses		✓	✓	1	\$ 79.00	\$ 79.00
Level 2 Progressive Lenses			✓	0	\$ -	

Package	Average Claim in Package	Average EO Savings	% of Options Claims Covered in Package
Lens Options Package 3	\$ 53.17	\$ 35.05	96%
Lens Options Package 5	\$ 54.25	\$ 26.53	100%
Lens Options Package 7	\$ 54.25	\$ 24.37	100%

Options that are not included in your lens package above can be purchased for Avēsis preferred pricing below:

Adult Polycarbonate (Single Focus/Multi-Focal)	\$40/\$44
Standard Scratch-Resistant Coating	\$17
Ultra-Violet Screening	\$15
Solid or Gradient Coating	\$17
Standard Anti-Reflective Coating	\$45
Level 1 Progressives	\$75
Level 2 Progressives	\$110
Transitions® (Single Focus/Multi-Focal)	\$70/\$80
Polarized	\$75
PGX/PBX	\$40

Frame Wholesale Allowance





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council postpone the public hearing regarding the creation of a Public Improvement District – EntradaGlen.

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



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council recess the creation of a Public Improvement District - EntradaGlen.

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



AGENDA ITEM NO. 8

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Interlocal Agreement for the allocation of sales tax revenue for the development of infrastructure by the City of Manor and Travis County Emergency Services District No. 12.

BACKGROUND/SUMMARY:

This agreement would establish sales tax distribution in newly annexed areas into the City Limits of the City of Manor.

PRESENTATION: ☐ YES ☒ NO

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

Interlocal Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the Interlocal Agreement for the allocation of sales tax revenue for the development of infrastructure by the City of Manor and Travis County Emergency Services District No. 12.

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

**INTERLOCAL AGREEMENT FOR THE ALLOCATION OF SALES TAX REVENUE
FOR THE DEVELOPMENT OF INFRASTRUCTURE BY THE CITY OF MANOR AND
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into this the 18th day of October 2017, by and between THE CITY OF MANOR, TEXAS ("City"), a body politic and corporate and municipal corporation of the State of Texas, and TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 12 ("TCESD 12"), a political subdivision of the State of Texas, to be effective only as set forth herein.

LEGISLATIVE FINDINGS

WHEREAS, the City has been created, established, and organized and exists as a Home Rule municipal corporation under the laws of the State of Texas and has, among other powers, the power of unilateral annexation; and

WHEREAS, TCESD 12 exists and operates under the authority of Article III, Section 48 of the Texas Constitution and Chapter 775, Texas Health & Safety Code; and

WHEREAS, the City has, among its powers, the power of imposing of a local sale and use tax within its jurisdiction, subject to all applicable provisions of the Texas Tax Code and other applicable laws; and

WHEREAS, TCESD 12 has, among its powers, the power of annexation and imposing of a local sale and use tax within its jurisdiction, subject to all applicable provisions of the Texas Tax Code, Chapter 775, Texas Health and Safety Code, and other applicable laws; and

WHEREAS, the City pursuant to law and its Municipal Charter has the power to undertake improvement projects separately or jointly with other persons or entities, to pay all or part of the costs of capital improvement projects, including capital improvement projects that improve, enhance, or support, among other matters, road construction, building development, water supply, enforcement of building and fire regulations, and the availability of public safety and security, or law enforcement in the City; and

WHEREAS, TCESD 12 pursuant to law has the power, among others, to enter into and perform necessary contracts, impose and collect taxes as provided by Chapter 775, Texas Health & Safety Code, contract with other entities, including other districts or municipalities for reciprocal operation of services and facilities if the contracting parties find that reciprocal operation would be mutually beneficial and not detrimental to TCESD 12, and perform other acts to carry out the intent of Chapter 775, Texas Health & Safety Code; and

WHEREAS, the City and TCESD 12 have overlapping boundaries and jurisdictions and the City is located wholly within the boundary of TCESD 12; and

WHEREAS, TCESD 12 currently imposes a two percent local sales and use tax in the area of its jurisdiction that does not include the City; and

WHEREAS, pursuant to Chapter 321 of the Texas Tax Code (Sec. 321.102), when a municipality annexes for full purposes territory contained within an emergency services district that had theretofore imposed a local sales and use tax and where the local sales and use tax in the annexed area is at the two percent maximum rate for local sales and use tax, the local sales and use tax imposed by the emergency services district remains allocated to the emergency services district and is not allocated by the Texas Comptroller to the municipality; and

WHEREAS, the City may annex for full purposes territory outside its current jurisdictional boundaries in the territory of TCESD 12 ("Future Annexation Area"), and consequently the local sales and use tax within such annexed areas would be at the two percent maximum rate for local sales and use tax and would be allocated by the Texas Comptroller to TCESD 12 thereby prohibiting the City from collecting additional sales and use tax in the Future Annexation Area and precluding the future development of the City and TCESD 12 through tax abatements, tax increment reinvestment zones, or other development agreements of said areas in the Future Annexation Area; and

WHEREAS, the Parties hereby find and determine that the City would require additional sales tax revenue from the Future Annexation Area upon full purposes annexation by the City to provide services and foster development to such areas and to assist with construction of capital improvement projects and to provide funding for street repair and maintenance, water supply, health and safety inspections and enforcement of municipal building and fire codes; and

WHEREAS, the Parties find that future capital improvement projects, economic development and regulatory enforcement within the City's current and future full purposes annexed areas contained within TCESD 12, including the Future Annexation Area, will be of benefit to TCESD 12, in terms of (a) providing additional revenue and (b) enhancing the capability of delivering emergency services by TCESD 12 to the Future Annexation Area by virtue of the municipal services to be provided by the City, including but not limited to additional revenue (both ad valorem and sales tax revenues), via the creation of economic development, road improvements and other capital improvement projects (including water supply), police protection, enforcement of municipal building and fire codes, and the provision other services and projects; and

WHEREAS, the parties find that due to the provisions of the Texas Tax Code (Sec. 321.102), the City will not have authority to impose its full sales tax or to receive any sales tax revenue from any areas contained within TCESD 12 which may be annexed for full purposes by the City after the full purpose annexation of the Future Annexation Area; and

WHEREAS, the parties find that it is in the best interests of and for the benefit of the City and TCESD 12 if the City and TCESD 12 enter into this Agreement to allocate, as provided herein, only one percent (or one-half of the 2 percent sales and use tax adopted by the District) in the District's local sales and use tax revenues in the Future Annexation Area that may be annexed for full purposes by the City at a later date; and

WHEREAS, the parties find that the Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Interlocal Act"), provides authorization for any local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Interlocal Act and funding thereunder and Chapter 775 allows emergency services districts to enter into agreements such as this Agreement after annexation by a city into an emergency services district that has adopted a local sales and use tax; and

WHEREAS, the City and TCESD 12 jointly find that each are local governments and taxing units as provided under the Interlocal Act and other applicable law, and the agreements and provisions herein relate to the respective government functions of each; and

WHEREAS, the City and TCESD 12 jointly find and determine that the allocation of one percent (or one-half of the 2 percent sales and use tax adopted by the District) local sales and use tax contemplated under this Agreement is an expenditure for the district's support and purposes authorized by Chapter 775 of the Texas Health & Safety Code by virtue of the City's provision of services including but not limited to additional revenue (both ad valorem and sales tax revenues), via the creation of economic development, road improvements and other capital improvement projects (including water supply), police protection, enforcement of municipal building and fire codes, and the provision other services and projects.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the City and TCESD 12 agree as follows:

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted as findings of fact and conclusions of law by the Board of Emergency Services Commissioners of Travis County Emergency Services District No. 12 and the City Council of the City of Manor, Texas, and made a part hereof for all purposes.

SECTION 2. Upon the City annexing any part of the Future Annexation Area ("Annexation Property") after the date of this Agreement, TCESD 12 agrees to allocate to the City on a monthly basis only one percent (or one-half of the 2 percent sales and use tax adopted by the District) of TCESD 12's two percent local sales and use tax revenue actually received in hand by TCESD 12 from the Texas Comptroller for the Future Annexation Area and Annexed Property, excluding any deductions or re-allocations by the Texas Comptroller, and derived from Annexed Property in the Future Annexation Area. TCESD 12 and the City agree the City shall pay to TCESD 12 any and all costs of the determination, accounting, allocation, collection, payment and receipt of said sales and use tax increase and amounts to be paid hereunder in the Future Annexation Area and Annexation Property, and such amounts shall be deducted from any payments made by TCESD 12 to the City hereunder. It is the intent of the parties hereto that

TCESD 12 shall receive one-half of the maximum allowed two percent of the local sales and use tax for the Future Annexation Area and Annexed Property and the City shall receive one-half of the maximum allowed two percent of the local sales and use tax for the Future Annexation Area and Annexed Property.

SECTION 3. The allocation of one half of the District sales and use tax from the Future Annexation Area and the Annexed Property shall be as follows:

(a) It is the understanding of the Parties that the State Comptroller, pursuant to Section 775.0754, Texas Health & Safety Code shall upon being provided with a copy of this Agreement and notification of an annexation by the City allocate the District's Allocation and City's Allocation for the Annexed Property in accordance with Section 2 above. So long as the State Comptroller continues to so allocate the sales and use tax for the Annexed Property the District and City shall receive their respective sales and use tax allocations derived from the Annexed Property pursuant to the schedule set by the State Comptroller.

(b) In the event the State Comptroller fail to agree to make, or discontinues making, the distribution of the District's and City's Allocations as provided in Section 2, the distribution by the District of the City Allocations shall be controlled by this subsection (b). In such event the City's Allocation shall be paid monthly by the District to the City as soon as possible, but in no event later than 30 days after actual receipt of said funds by the District paid in hand from the Texas Comptroller; and the City agrees the City shall pay to the District any and all costs of the determination, accounting, allocation, collection, payment and receipt of said sales and use tax increase and amounts to be paid to City as the City Allocation and such amounts shall be deducted from any payments made by the District to the City under this subsection (b). The District may request, and the City shall grant, and extension for any payments due hereunder by fifteen 15 days from the dates set forth above if necessary to allow the District to make a proper accounting of such amounts so due. The payments by the District may be made via a wire or ACH transfer of funds or by a bank draft or check drawn on the District's account. The obligation of the District to make any payments hereunder shall accrue 30 days after the date of written notice to the District from the City as set forth in Section 4, below, of any annexation in the Future Annexed Area and inclusion of the Annexed Property in the City.

SECTION 4. The City shall notify TCESD 12 and the Comptroller in writing of the annexation of any Annexed Property in the Future Annexation Area, and in this written notification, the City shall provide TCESD 12 with written findings by the City that the payments to be made hereunder by TCESD 12 to the City shall be used by the City and/or the Manor Economic Development Corporation for expenditures for TCESD 12's support and purposes authorized by Chapter 775, Texas Health & Safety Code, by virtue of the City's provision of services, including, but not limited to, additional revenue (both ad valorem and sales and use tax revenues) for TCESD 12 and the City via the creation of economic development, road improvements and other capital improvement projects (including water supply), police protection, enforcement of municipal building and fire codes, and the provision of other services and projects. It is agreed and understood that TCESD 12 shall have no duty or obligation to pay to the City any funds set forth in this Agreement until such time as this written notice of annexation and findings by the City has been received by the District and the funds are actually received by the District.

SECTION 5. The term of this Agreement shall be for ten (10) years, subject to applicable law including, but not limited to those laws related to unconstitutional debt, appropriation, and a governing body's ability to terminate this Agreement from the effective date hereof, and, except as specifically provided herein, neither of the parties shall have any further obligation or liability to the other party herein. Upon the expiration of said ten (10) year term set forth above, this Agreement shall automatically renew for new, consecutive ten (10) year terms unless otherwise terminated by either TCESD 12 or the City. A party desiring to terminate this Agreement shall provide written notice of termination of this Agreement to the other party. The City and TCESD 12 may, by addendum hereto, agree to extend the term of this Agreement.

SECTION 6. This Agreement is intended for the benefit of the named Parties only, and is in no way intended to benefit any other person, either directly or indirectly, including members of the public. Nothing in the Agreement shall or shall be construed to create a partnership or other type of joint enterprise, the sole intent being to create a contractual relationship between the Parties. By entering into this Agreement, TCESD 12 and the City agree that each party paying for the performance of governmental functions or services hereunder must make the payments called for herein from current revenues available to the paying party.

SECTION 7. Nothing in this Agreement is intended to expand any liability that any Party to this Agreement may have to any other person other than a named Party to this Agreement.

SECTION 8. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

SECTION 9. Any suit brought to enforce, interpret, or receive damages under any provision of this Agreement shall be brought in Travis County, Texas.

SECTION 10. Neither this Agreement nor any term or provision of this Agreement, may be changed, waived, discharged, amended, or modified orally, or in any other manner than by an instrument in writing signed by all the Parties.

SECTION 11. This Agreement is not assignable by any Party without the written consent of the other Party.

SECTION 12. To the extent permitted by law, and notwithstanding the provisions of the Texas Government Code, the Texas Local Government Code, or other applicable statute, law, rule, or regulation, and unless prohibited by Texas law, each Party shall defend, indemnify, and hold harmless the other Parties and its officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions and administrative proceedings, and demands and all expenditures and cost relating to acts or omissions of the indemnitor, its officers, agents or employees arising out of or incidental to the performance of any of the provisions of this Agreement. No Party assumes liability for the acts or omissions of persons other than each Party's respective officers, agents or employees. This indemnification clause shall survive this Agreement.

SECTION 13. By entering into this Agreement, neither Party waives any of the rights, immunities, or defenses provided by the Texas Government Code, the Texas Local Government Code, other applicable provisions of law, or the common law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the Parties of this Agreement.

SECTION 14. All notices hereunder shall be sent certified mail, return receipt requested to the addresses set forth below the signatures of the Parties to the Agreement. Notices are deemed given and completed upon deposit in the United States Mail. Either Party may change its address by providing ten (10) days written notice of such change to the other Party in the manner provided for above. A party hereto may change the addresses set forth below for notices upon written notice as provided for herein.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth to be effective as set forth herein.

Travis County Emergency Services District No. 12

By: _____

Jesse Arellano, President
P. O. Box 846
Manor, Texas 78653

ATTEST:

Secretary

City of Manor, Texas

By: _____

Rita G. Jonse, Mayor
105 East Eggleston Street
Manor, Texas 78653

ATTEST:

Lluvia Tijerina
City Secretary



AGENDA ITEM NO. 9

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Ryan Phipps, Chief of Police

DEPARTMENT: Police Department

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution to enter into an inter-local agreement with the Cities of Lago Vista and Jonestown to provide victim services through the grant funded Manor Victim Service Network.

BACKGROUND/SUMMARY:

The Manor Police Department was awarded grant funds to start the Manor Victim Services Network to provide direct services to the victims of crime within the City of Manor. MPD coordinated with the Lago Vista Police Department and the Jonestown Police Department to provide direct victim services within those jurisdictions.

PRESENTATION: ☐ YES ☒ NO

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

Resolution

Signed inter-locals from Lago Vista and Jonestown

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the resolution to enter into an inter-local agreement with the Cities of Lago Vista and Jonestown to provide victim services through the grant funded Manor Victim Service Network.

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

RESOLUTION NO. 2017-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, AUTHORIZING THE CITY OF MANOR AND THE MANOR POLICE DEPARTMENT TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF LAGO VISTA AND THE CITY OF JONESTOWN TO PROVIDE DIRECT VICTIM SERVICES TO THE VICTIMS OF CRIME IN THE JURISDICTIONS OF MANOR, LAGO VISTA, AND JONESTOWN THROUGH THE GRANT FUNDED MANOR VICTIM SERVICES NETWORK.

WHEREAS, the City of Manor finds it in the best interest of the citizens of the City of Manor, Texas that the Manor Police Department and the City of Manor enter into an interlocal agreement to provide direct victim services to the victims of crime within the participating jurisdictions.

WHEREAS, the City of Manor believes and supports continued operation of a victim services network through a regional approach; and

WHEREAS, the City of Manor desires to support the victim services in conjunction with the Cities of Lago Vista and Jonestown with both in-kind donations and support as well as monetary matches;

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

The City Council of the City of Manor, Texas does hereby authorize the Mayor or City Manager to enter into an Interlocal Agreement (a copy of which is attached hereto as Exhibit A and incorporated herein) with the Cities of Lago Vista and Jonestown, to provide direct victim services, through the Manor Victim Services Network, to the victims of crime in the cooperating jurisdictions.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, ON THIS THE 18th DAY OF OCTOBER 2017.

CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia Tijerina, City Secretary

Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista and the City of Jonestown for Direct Victim Services

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the City of Manor, the City of Lago Vista, and the City of Jonestown (collectively referred to as the "Partner Agencies") for the establishment and operation of the Manor Victim Services Network (VSN).

I. Authority

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. Purpose

This Agreement establishes and outlines the intent of the Partner Agencies to establish and operate the Manor Victim Services Network. The intent of the VSN is to provide consistent direct victim services to mitigate the trauma for individuals impacted by crime within the jurisdictions of the Partner Agencies.

Further, the Agreement establishes a framework for the VSN, and set out a common understanding of the policies and procedures that the VSN will follow, in providing services to the victims of crime in the Partner Agencies jurisdictions.

III. Mission

The Mission of the VSN is a collaborative effort to provide trained victim service personnel who are responsive to the needs of victims and to strengthen victim restoration. Additionally, the VSN will enhance the criminal justice response by providing education and emotional support to victims of crime and increase participation in the criminal justice process.

IV. Governance and Oversight

Primary responsibility for the operation of the VSN is assigned to the Manor Police Department (MPD). The VSN shall be employees of the City of Manor. The VSN shall consist of a Victim Services Coordinator and a Victim Services Specialist, and shall be under the immediate supervision of the MPD Lieutenant.

V. Duties and Performance by the City of Manor

- A. The City of Manor (Manor) will serve as the Fiscal Agent for the grants provided in support of the VSN.
- B. Manor, as the fiscal Agent, agrees to provide office space, equipment and supplies, and vehicles to carry out the administrative operation of the VSN. At such time that federal or state grant funding is no longer available, sustainment for the VSN will be the responsibility of remaining Partner Agencies, upon written notice and agreement by each. Additional equipment required by a Partner Agency will be the responsibility of that agency.
- C. Specifically, Manor agrees to provide the following;
 - 1. 50% of the required 20% match in the first year.
 - a. Each subsequent year personnel usage will be reassessed to determine the percentage required from Partner Agencies.
 - b. The total match percentage will gradually increase over 5 years until the project is fully funded by the Partnering Agencies.
 - c. The match percentage for years 1 and 2 will be 20%, year 3 the match will increase to 25%, year 4 the match increases to 50%, year 5 the match increases to 75%, and year 6 the Partnering Agencies shall assume the entire cost of the program.
 - d. The match sources will be refigured and adjusted annually.
 - 2. A vehicle for each employee
 - 3. Cell phone and service
 - 4. Netmotion software licensing fees for each employee
 - 5. Visinet software licensing fees for each employee
 - 6. A portion of the cost for interpreter services not covered by the grant funds (LanguageLine)
 - 7. Two 10-year child safety restraint car seats
 - 8. Office space and supplies for each employee
 - 9. Two computer monitors to work in conjunction with the docking stations provided by Lago Vista.

VI. Duties and Performance of all Partner Agencies

- A. Partner Agencies will adopt this Agreement and corresponding policies, and such Agreement and policies will have the same force and effect as the participating agencies' internal policies and procedures.
- B. Partner Agencies shall provide a work station or office space for the VSN personnel to complete reports and tasks associated with their duties.
- C. Each Partnering Agency shall cover the cost of their portion of the required match by payment or by an in-kind match.
 - 1. Lago Vista – 42%
 - a. Specifically, Lago Vista agrees to provide the following.
 - i. Laptop with a docking station.
 - ii. Crimestar software licensing fee
 - iii. Work space for VSN personnel.

2. Jonestown – 8%
 - a. Specifically, Jonestown agrees to provide the following.
 - i. Crimestar software licensing fee.
 - ii. Portable printer
 - iii. Work space for VSN personnel.
 3. These percentages will be adjusted annually for usage.
- D. Annex A provides the estimated budget of expenditures for each Partner Agency for the 2017-2018 fiscal year's match. This budget will be subject to annual review and adjustment for agency usage and in accordance with 5 year step out plan.

VII. Personnel

- A. Lieutenant – The Lieutenant shall be responsible for the conducting regular supervision meetings with VSN personnel to review work product, provide on-going training and support, and ensure appropriate service provision to victims. Additionally, the Lieutenant shall review monthly statistical reports completed by VSN personnel, and submit any reports to the Office of the Governor Criminal Justice Division.
- B. Victim Services Coordinator - The Coordinator will manage all volunteers and related activities, including recruitment, background checks, training, report reviews and ongoing supervision. This staff member shall also be responsible for developing and implementing both internal (Victim Services continuing education and training for sworn personnel on topics related to victimology and victim response) and external (community partners) training and outreach. The Coordinator shall also participate in two community-based groups and attend associated meetings and events to promote ongoing collaboration and networking opportunities. This staff member will not carry a full caseload but instead will serve as back-up for the Caseworker. The Coordinator will participate in the regional on-call response four weeks per year.
- C. Victim Services Specialist (Caseworker) - The Caseworker shall carry a full caseload and provide crisis intervention, assistance with exercising constitutional/statutory rights, assistance with establishing personal safety, securing access to services, assistance with Crime Victim Compensation applications, referrals to community agencies, educational and emotional support throughout the criminal justice process, ensure continuity of services between departments and agencies in an effort to reduce trauma for individuals impacted by crime. Casework may also include transportation for victims and court/interview accompaniment. This staff member shall spend, at minimum, one day per week at each Partner Agency location for the provision of services and face-to-face meetings. The Caseworker shall also participate in two community-based groups and attend associated meetings and events to promote ongoing collaboration and networking opportunities. The Caseworker shall participate in the regional on-call response on a rotational basis.

D. The VSN personnel will be employees of the City of Manor under the direct supervision of the MPD Lieutenant. Any complaints made against the VSN personnel will be directed to MPD Lieutenant and will be handled in accordance with MPD policies and procedures.

E. Training – The VSN personnel shall be trained as part of the regional on-call program.

VIII. Relationship and Parties Liabilities

Nothing in this agreement shall be deemed to create an employment relationship between any of the Partnering Agencies. The Partnering Agencies do not waive and intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that neither party has waived its sovereign immunity by entering into this Agreement.

IX. Term of Agreement

A. Effective Date

This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement.

B. Renewal Terms

Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

C. Termination

A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

X. Assignment

A party to this Agreement may not assign or transfer its interests under this Agreement.

XI. Complete Agreement

This Agreement constitutes the entire Agreement and understanding between parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in

whole or in part except in a written amendment executed by both parties to the Agreement.

XII. Severability

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

XIII. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to warranty, indemnification, limitation of liability, and confidentiality, shall survive the expiration or termination of this Agreement.

XIV. Miscellaneous

- A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the State of Texas and the United States Government relative to the expenditure of federal funds for the development of the VSN.
- B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

XV. Notice

- A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, and return receipt requested.
- B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.
- C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.
- D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to:

Manor Police Department

Lago Vista Police Department

Jonestown Police Department

Charles J. Steele
Mayor

Annex A

Manor Police Department Victim Services Network 2017-2018 fiscal year

2017 - 2018 fiscal year (This budgetary breakdown will be subject to annual review and adjustment)

Project Cost Breakdown						
Total Project Cost	\$143,080.00					
OOG Funds	\$114,464.00					
Cash Match 20%	\$28,616.00					
Administrator salary	\$6,610	This is the Manor Lieutenant's salary already being paid by the City of Manor.				
Match	\$22,006					
	Manor 50%		Lago 42%		Jonestwn 8%	
	\$11,003		\$9,242.52		\$1,760.48	\$22,006
Items applied						
LanguageLine	\$2,690	Laptop/dock	\$9,386	Crimestar	\$1,500	
Cell Phones w/svc	\$1,840	Crimestar	\$1,500	Printer	\$150	
Visinet License	\$3,600					
Netmotion License	\$300					
Car Seats	\$700					
Monitors	\$340					
Total	\$9,470		\$10,886		\$1,650	\$22,006
LT Salary	\$6,610					\$28,616
	\$16,080					

RESOLUTION NO. 17-1708

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS AUTHORIZING THE MAYOR OR CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CITY OF MANOR, CITY OF JONESTOWN AND CITY OF LAGO VISTA TO JOINTLY PROVIDE VICTIM SERVICES.

WHEREAS, funding for the local victim services programs previously provided and supported through Travis County have been cut; and

WHEREAS, the City Council believes and supports continued operation of a victim services network through a regional approach; and

WHEREAS, the City Council desires to support the victim services in conjunction with the Cities of Manor and Jonestown with both in-kind donations and support as well as monetary matches.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

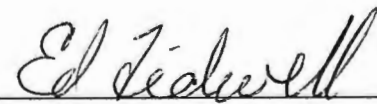
SECTION 1. The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council of the City of Lago Vista, Texas does hereby authorize the Mayor or City Manager to enter into an Interlocal Agreement (a copy of which is attached hereto as Exhibit A and incorporated herein) with the Cities of Manor and Jonestown, a copy of which is attached, to provide victim services with either direct monetary or in-kind support, as well as provide an area for such services to be provided within the City of Lago Vista.

SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ON THE 10th DAY OF AUGUST, 2017.

CITY OF LAGO VISTA


Ed Tidwell, Mayor Pro Tem

ATTEST


Sandra Barton, City Secretary

Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista and the City of Jonestown for Direct Victim Services

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the City of Manor, the City of Lago Vista, and the City of Jonestown (collectively referred to as the “Partner Agencies”) for the establishment and operation of the Manor Victim Services Network (VSN).

I. Authority

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. Purpose

This Agreement establishes and outlines the intent of the Partner Agencies to establish and operate the Manor Victim Services Network. The intent of the VSN is to provide consistent direct victim services to mitigate the trauma for individuals impacted by crime within the jurisdictions of the Partner Agencies.

Further, the Agreement establishes a framework for the VSN, and set out a common understanding of the policies and procedures that the VSN will follow, in providing services to the victims of crime in the Partner Agencies jurisdictions.

III. Mission

The Mission of the VSN is a collaborative effort to provide trained victim service personnel who are responsive to the needs of victims and to strengthen victim restoration. Additionally, the VSN will enhance the criminal justice response by providing education and emotional support to victims of crime and increase participation in the criminal justice process.

IV. Governance and Oversight

Primary responsibility for the operation of the VSN is assigned to the Manor Police Department (MPD). The VSN shall be employees of the City of Manor. The VSN shall consist of a Victim Services Coordinator and a Victim Services Specialist, and shall be under the immediate supervision of the MPD Lieutenant.

V. Duties and Performance by the City of Manor

- A.** The City of Manor (Manor) will serve as the Fiscal Agent for the grants provided in support of the VSN.
- B.** Manor, as the fiscal Agent, agrees to provide office space, equipment and supplies, and vehicles to carry out the administrative operation of the VSN. At such time that federal or state grant funding is no longer available, sustainment for the VSN will be the responsibility of remaining Partner Agencies, upon written notice and agreement by each. Additional equipment required by a Partner Agency will be the responsibility of that agency.
- C.** Specifically, Manor agrees to provide the following;
 - 1. 50% of the required 20% match in the first year.
 - a. Each subsequent year personnel usage will be reassessed to determine the percentage required from Partner Agencies.
 - b. The total match percentage will gradually increase over 5 years until the project is fully funded by the Partnering Agencies.
 - c. The match percentage for years 1 and 2 will be 20%, year 3 the match will increase to 25%, year 4 the match increases to 50%, year 5 the match increases to 75%, and year 6 the Partnering Agencies shall assume the entire cost of the program.
 - d. The match sources will be refigured and adjusted annually.
 - 2. A vehicle for each employee
 - 3. Cell phone and service
 - 4. Netmotion software licensing fees for each employee
 - 5. Visinet software licensing fees for each employee
 - 6. A portion of the cost for interpreter services not covered by the grant funds (LanguageLine)
 - 7. Two 10-year child safety restraint car seats
 - 8. Office space and supplies for each employee
 - 9. Two computer monitors to work in conjunction with the docking stations provided by Lago Vista.

VI. Duties and Performance of all Partner Agencies

- A.** Partner Agencies will adopt this Agreement and corresponding policies, and such Agreement and policies will have the same force and effect as the participating agencies' internal policies and procedures.
- B.** Partner Agencies shall provide a work station or office space for the VSN personnel to complete reports and tasks associated with their duties.
- C.** Each Partnering Agency shall cover the cost of their portion of the required match by payment or by an in-kind match.
 - 1. Lago Vista – 42%
 - a. Specifically, Lago Vista agrees to provide the following.
 - i. Laptop with a docking station.
 - ii. Crimestar software licensing fee
 - iii. Work space for VSN personnel.

2. Jonestown – 8%
 - a. Specifically, Jonestown agrees to provide the following.
 - i. Crimestar software licensing fee.
 - ii. Portable printer
 - iii. Work space for VSN personnel.
3. These percentages will be adjusted annually for usage.
- D. Annex A provides the estimated budget of expenditures for each Partner Agency for the 2017-2018 fiscal year's match. This budget will be subject to annual review and adjustment for agency usage and in accordance with 5 year step out plan.

VII. Personnel

- A. Lieutenant – The Lieutenant shall be responsible for the conducting regular supervision meetings with VSN personnel to review work product, provide on-going training and support, and ensure appropriate service provision to victims. Additionally, the Lieutenant shall review monthly statistical reports completed by VSN personnel, and submit any reports to the Office of the Governor Criminal Justice Division.
- B. Victim Services Coordinator - The Coordinator will manage all volunteers and related activities, including recruitment, background checks, training, report reviews and ongoing supervision. This staff member shall also be responsible for developing and implementing both internal (Victim Services continuing education and training for sworn personnel on topics related to victimology and victim response) and external (community partners) training and outreach. The Coordinator shall also participate in two community-based groups and attend associated meetings and events to promote ongoing collaboration and networking opportunities. This staff member will not carry a full caseload but instead will serve as back-up for the Caseworker. The Coordinator will participate in the regional on-call response four weeks per year.
- C. Victim Services Specialist (Caseworker) - The Caseworker shall carry a full caseload and provide crisis intervention, assistance with exercising constitutional/statutory rights, assistance with establishing personal safety, securing access to services, assistance with Crime Victim Compensation applications, referrals to community agencies, educational and emotional support throughout the criminal justice process, ensure continuity of services between departments and agencies in an effort to reduce trauma for individuals impacted by crime. Casework may also include transportation for victims and court/interview accompaniment. This staff member shall spend, at minimum, one day per week at each Partner Agency location for the provision of services and face-to-face meetings. The Caseworker shall also participate in two community-based groups and attend associated meetings and events to promote ongoing collaboration and networking opportunities. The Caseworker shall participate in the regional on-call response on a rotational basis.

- D. The VSN personnel will be employees of the City of Manor under the direct supervision of the MPD Lieutenant. Any complaints made against the VSN personnel will be directed to MPD Lieutenant and will be handled in accordance with MPD policies and procedures.
- E. Training – The VSN personnel shall be trained as part of the regional on-call program.

VIII. Relationship and Parties Liabilities

Nothing in this agreement shall be deemed to create an employment relationship between any of the Partnering Agencies. The Partnering Agencies do not waive and intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that neither party has waived its sovereign immunity by entering into this Agreement.

IX. Term of Agreement

A. Effective Date

This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement.

B. Renewal Terms

Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

C. Termination

A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

X. Assignment

A party to this Agreement may not assign or transfer its interests under this Agreement.

XI. Complete Agreement

This Agreement constitutes the entire Agreement and understanding between parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in

whole or in part except in a written amendment executed by both parties to the Agreement.

XII. Severability

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

XIII. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to warranty, indemnification, limitation of liability, and confidentiality, shall survive the expiration or termination of this Agreement.

XIV. Miscellaneous

- A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the State of Texas and the United States Government relative to the expenditure of federal funds for the development of the VSN.
- B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

XV. Notice

- A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, and return receipt requested.
- B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.
- C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.
- D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to:

Manor Police Department

Lago Vista Police Department

R. D. Smith / ROBERT D. SMITH
CHIEF OF POLICE LVPD

5901 Municipal Complex Way,
Lago Vista, TX 78645

Jonestown Police Department

Annex A

Manor Police Department Victim Services Network 2017-2018 fiscal year

2017 - 2018 fiscal year (This budgetary breakdown will be subject to annual review and adjustment)						
Project Cost Breakdown						
Total Project Cost	\$143,080.00					
OOG Funds	\$114,464.00					
Cash Match 20%	\$28,616.00					
Administrator salary	\$6,610	This is the Manor Lieutenant's salary already being paid by the City of Manor.				
Match	\$22,006					
	Manor 50%		Lago 42%		Jonestwn 8%	
	\$11,003		\$9,242.52		\$1,760.48	\$22,006
Items applied						
LanguageLine	\$2,690	Laptop/dock	\$9,386	Crimestar	\$1,500	
Cell Phones w/svc	\$1,840	Crimestar	\$1,500	Printer	\$150	
Visinet License	\$3,600					
Netmotion License	\$300					
Car Seats	\$700					
Monitors	\$340					
Total	\$9,470		\$10,886		\$1,650	\$22,006
LT Salary	\$6,610					\$28,616
	\$16,080					



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action for a landscape waiver for Lot 3, Manor Market Subdivision, locally known as 11809 E US Hwy 290, to reduce the minimum lot area from 2.84 to 2.15 and reduce the plantings along the front of the property below 50%. Applicant: CK1 Consulting. Owner: Upper Image Services, LLC.

BACKGROUND/SUMMARY:

This waiver is for the proposed Quick and Clean Car Wash next to Walmart. 15% of the property is required to be landscaped, and that 15% is determined from the entire lot area. There is floodplain on this lot totaling .69 acres, which they can't add landscaping in so they would like the area used to calculate the landscaping reduced by .69 acres to 2.15 acres. This would reduce the number of trees on the site from 60 to 46 (-14) and shrubs from 120 to 92 (-28). Additionally, they would like to disperse the trees throughout the property. Normally, 50% of the landscaping should be between the building and the front property line. There frontage is 276 feet, but 124 feet or 45% is floodplain that isn't being developed or landscaped, so they would be required to install 23 or 30 trees in 152 ft of property frontage. At 23 trees, that is a tree every 6.6 feet, and every 5 ft with 30 trees.

PRESENTATION: ☐ YES ☐ NO

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

Waiver

Landscape plan

Lot image with floodplain

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a landscape waiver for Lot 3, Manor Market Subdivision to reduce the minimum lot area from 2.84 to 2.15 and reduce the plantings along the front of the property below 50% due to the unique hardship and practical difficulty resulting from the floodplain.

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



CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

7543 N. Ingram Avenue, Suite 107
Fresno, CA 93711
(559) 447-3119 Fax (559) 447-3129
www.ceieng.com

August 15, 2017

City of Manor
Scott Dunlop
Development Services Planner
105 E. Eggleston Street
P.O. Box 387
Manor, Texas 78653

RE: Quick N Clean Landscape - Waiver Request
11809 US Hwy 290 East, Manor, TX
Permit Number: 2017-P-1063

Dear Mr. Dunlop:

This is a formal waiver request of the following Manor Code:

Article 3.09 LANDSCAPING AND SCREENING:

➤ **C-1: Minimum Area**

The said code requires a minimum percentage of the total lot area of property on which development occurs after the effective date of this subsection shall be devoted to landscape development in accordance with the following schedule: 15% Commercial or Retail Uses

The parcel for which the development is being proposed is 2.84 Acres, of which 24.5% (0.69 Acre) of the lot is covered by a drainage channel and designated floodplain Zone A and will remain undisturbed. The owner/developer is requesting the area be waived from the calculated parcel area as it will not be disturbed or developed. The resulting lot area would be calculated from the adjusted lot area 2.15 Acres (96,654 SF) requiring 0.32 Acre (14,048.1 SF) to be landscaped. The owner/developer is currently proposing 0.34 Acre (14,910 SF) of landscaped area.

➤ **C-4: Placement**

The said code requires that landscaping shall be placed upon that portion of a tract that is being developed. Fifty percent (50%) of the required landscaping area and required plantings shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the commission.

The owner/developer is requesting a waiver to disperse the landscaped area and required trees evenly throughout the parcel. In lieu of providing 50% of the landscaped area including 30 trees in the area between the property frontage and building façade, we are proposing to disperse required landscaped area and trees evenly throughout the developed property. Priority has been given to tree and shrub placement nearest the property frontage to the greatest extent possible accommodating public improvements, and existing utility service lines.

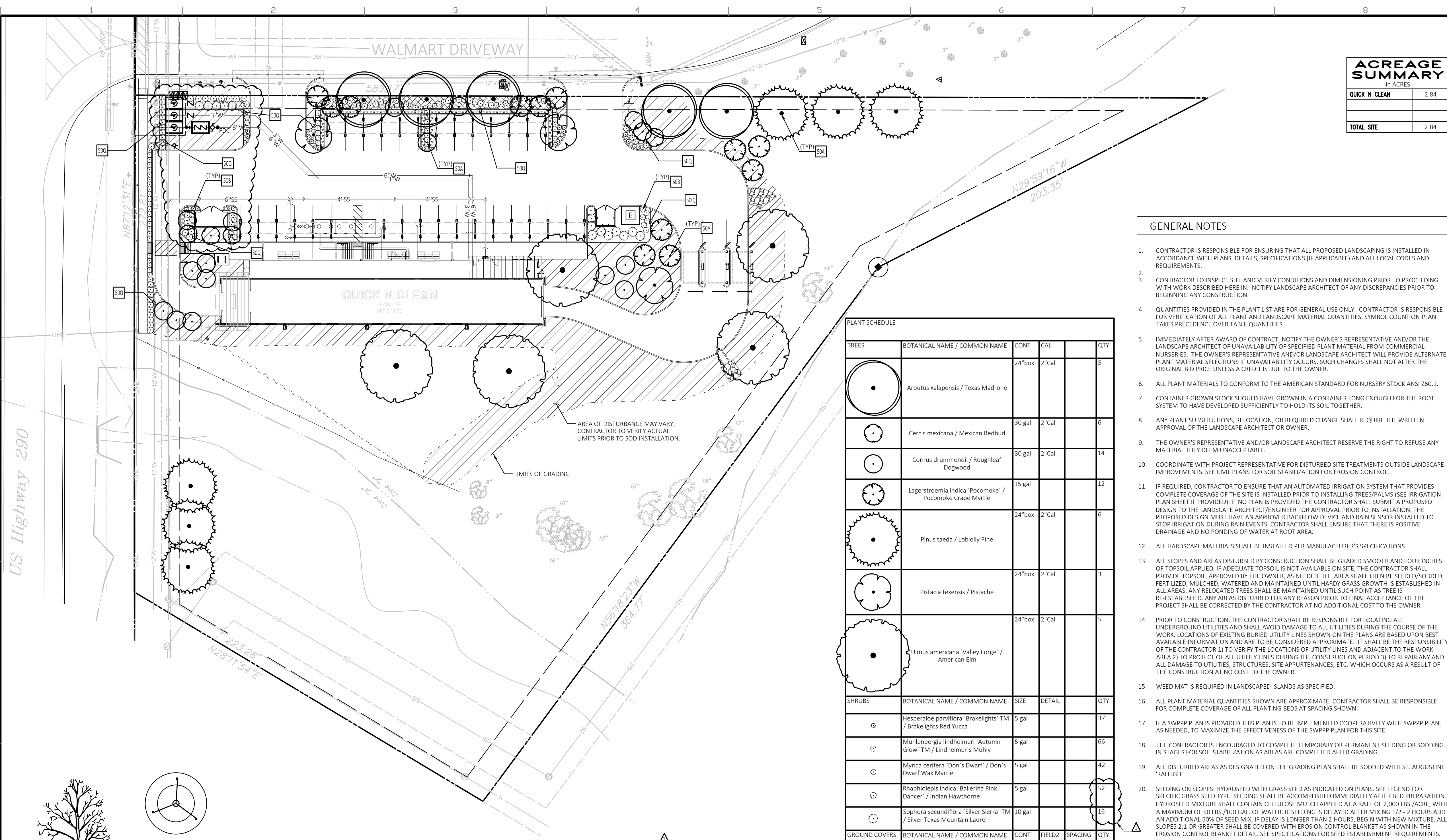
Additionally, the proposed development has a narrow frontage orientation to Highway 290 reducing the visual impact from the Right-Of-Way. The owner/developer has chosen the smallest footprint for site, and intends to preserve undisturbed natural landscape habitat associated with the adjacent drainage channel. The undisturbed vegetation will further buffer the site from the Right-Of-Way reducing the visual impact of development, and promote the integration of the site into the surrounding landscape.

We appreciate your consideration of this request. If you have any questions or need additional information, please contact me via phone at (479) 273-9472 or email at jhatwig@ceieng.com.

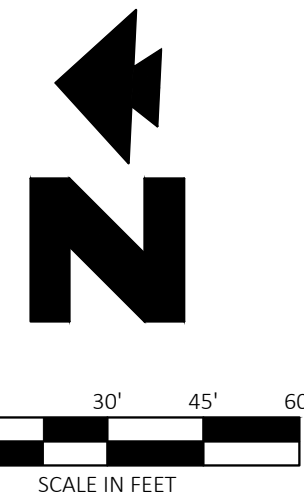
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jason Hatwig', with a stylized flourish at the end.

Jason Hatwig, LEED AP BD+C
Project Manager



ACREAGE SUMMARY	
in ACRES	
QUICK N CLEAN	2.84
TOTAL SITE	2.84



LEGEND

EXISTING

	Adjoining Property Line		Utility pole
	Concrete Sidewalk (Proposed)		Fiber optic warning sign
	Easement Line		Unknown manhole
	Fence Line		Unknown riser
	Flood Zone Line		Unknown stub
	Gas Line		Unknown vault
	Overhead Electric Line		Sign
	Property Line		Deciduous tree
	Sanitary Sewer Line		Bearing & Distance per Document Number 201300149
	Setback Line		Existing Ground
	Storm Drainage Pipe		Grade Break
	Found rebar (as noted)		Top Back Curb
	Set 5/8" rebar (CEI Cap Form #10194234)		Flow line (Ditch)
	Found Alum monument		Top Back Curb
	Site benchmark		Edge of asphalt
	Found right-of-way		Edge of concrete
	SMH		Existing concrete
	DMH		Rip-rap
	Grate inlet(square)		Concrete sidewalk
	Fire hydrant		Stripe solid
	Irrigation controller		Sewer manhole
	Standpipe		Water valve
	Water meter		Overhead Electric
	Water manhole		Deciduous tree
	Water valve in standpipe		Curb inlet flow
	Gas sign		Reinforced concrete pipe
	Guy wire		Drainage manhole
	Light pole straight-1 lamp		Grate inlet-square

PROPOSED

	BOUNDARY LINE
	RIGHT OF WAY LINE
	STORM DRAIN
	BERMUDA TURF TYPE SOD (TIFWAY 419)
	2" - 3" DIAMETER, WASHED, LOCALLY EXTRACTED ROCK 4" THICK, COLOR BROWN
	TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

SOLID SOD NOTES

- ADJUST FINE GRADE TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1 1/2" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
- IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION KNOWN AS BOTTOM LAND SOIL; FREE FROM LUMPS, CLAY TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES; CONTAINING NO SALT AND BE BLACK TO BROWN IN COLOR.
- ALL LAWN AREAS TO BE FINE GRADED, SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO SOD INSTALLATION.
- ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOS, STICKS, CONCRETE SPOILS, CONSTRUCTION WASTE, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION.
- PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS WITH HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- FERTILIZE ALL SOD AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF SOD IS INSTALLED ON SLOPES OF 3:1 OR GREATER, SOD SHALL BE STAKED TO AVOID SLIPPING OR SLIDING APART. STAKING OR STAPLES SHALL BE INSTALLED FLUSH AS TO NOT CREATE A MAINTENANCE ISSUE WITH CARE EQUIPMENT.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN VIGOROUS, HEALTHY CONDITIONS.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
- IF INSTALLATION OCCURS BETWEEN OCTOBER 15TH AND MARCH 15TH ALL SOD AREAS TO BE OVER-SEED WITH PERENNIAL RYE GRASS MIX AT A RATE OF 3LBS / 1,000 SF.

CITY OF MANOR MAINTENANCE NOTES

THE DEVELOPER AND SUBSEQUENT OWNERS OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR AGENT OF THE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPED AREAS. SAID AREAS SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH A READY AVAILABLE WATER SUPPLY AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT PLANT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF HTE ORDINANCE.

SITE DETAILS

SOA	TREE PLANTING
SOB	SHRUB PLANTING
SOH	TREE PROTECTION

LANDSCAPE REQUIREMENTS TABLE		
AREA	REQUIRED	PROVIDED
Overall: A minimum percentage of the total lot area of property on which development occurs after the effective date of this subsection shall be devoted to landscape.	Total lot area: 2.84 Acres (23,704.5 SF) x 0.15 = 18,556.56 SF	TBD* Refer to landscape waiver request
Credit for significant trees: For every six hundred (600) square feet of landscaped area, two (2) trees and four (4) shrubs shall be planted. Fifty percent (50%) of the required landscaping area and required plantings shall be installed between the front property lines and the building being constructed.	9 Trees greater the 8" caliper to be preserved. 18,557 SF / 600 = 60 Trees + 124 shrubs 30 Trees + 62 shrubs = (50%) of trees to be installed between the front property lines and building being constructed.	Tree credit = 9 TBD* Refer to landscape waiver request 9 per tree credit.
Additional trees shall be planted, if necessary, so that no parking space is more than fifty (50) feet away from Screening of off-street parking, loading spaces and docks, refuse, dumpster and outside storage areas	All trees are located within 50' of a parking space. No additional trees required.	Evergreen shrubs provided around dumpster, and between ROW, and off-street parking areas.

PLANTING NOTES

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIALS SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC. SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL OVER ONE INCH IN SIZE. THE TOP SIX INCHES OF FILL MATERIAL STRIPPED FROM SITE MAY BE UTILIZED FOR PLANTER OR TOPSOIL FILL IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
- FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF AND MULCH) MUST BE GRADED TO 1 1/2" BELOW ADJACENT PAVEMENT SURFACES.
- LOCATE SHRUBS A DISTANCE OF HALF OF THEIR AVERAGE MATURE SPREAD AWAY FROM WALKS, STRUCTURES, CONCRETE PADS, ETC. LOCATE GROUND COVER PLANTINGS A MINIMUM OF 2" FROM WALKS, STRUCTURES, CONCRETE PADS, ETC.
- ALL LAWN AREAS NOT OTHERWISE BORDERED BY WALKS, OR OTHER STRUCTURES, SHALL HAVE MANUFACTURED EDGING AS REQUIRED.
- TREES PLANTED ADJACENT TO PUBLIC ROADS AND PEDESTRIAN SIDEWALKS SHALL BE PRUNED SUFFICIENTLY TO AVOID VISUAL BLOCKS TO INTERSECTING VEHICULAR ACCESS OR INTERFERENCE WITH PEDESTRIAN WALKWAYS. TREES WITH A 4" OR LARGER CALIPER SHALL BE PRUNED UP TO 6'-0" ABOVE PAVEMENTS.
- ALL TREES WITHIN 4' OF PAVED SURFACES (SUCH AS CURBS, WALLS, BUILDINGS AND SIDEWALKS) SHALL BE PROVIDED WITH A DEEP ROOT BARRIER CONTROL DEVICE OR EQUAL. INSTALL PER MFR'S SPECIFICATIONS.
- TOPSOIL DEPTH SHALL BE AS FOLLOWS: PLANTER BEDS - 12" MINIMUM GRASS/SOD AREAS - 4" MINIMUM (AFTER COMPACTION)
- BACKFILL ALL TREES, SHRUBS, GROUNDCOVER WITH A MIXTURE OF 2 PARTS NATIVE SOIL AND 1 PART SOIL CONDITIONING WITH WOOD MULCH.
- THE LANDSCAPE CONTRACTOR SHALL WATER TEST ALL PLANTING HOLE PRIOR TO PLANTING. IF HOLES DO NOT DRAIN PROPERLY, EXCAVATE FURTHER UNTIL IMPERMEABLE LAYER IS BREACHED. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS (WHEN FULLY FLOODED WITH WATER) SHALL DRAIN WITHIN 1 HOUR OF FILLING. ENSURE THAT ALL PLANT PITS HAVE POSITIVE DRAINAGE.
- ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURE'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
- FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
- ALL PLANTING BED SOILS SHALL BE AMENDED WITH 2" OF ORGANIC COMPOST
- ALL TREES AND SHRUBS SHALL BE PLANTED IN SUCH A MANNER AS TO ENSURE THEIR SURVIVAL.
- ANY ROPE OR WIRE BINDING THE BALL SHALL BE CUT PRIOR TO PREVENT GIRDING OF THE TREE. REMOVE WIRE, TWINE, AND BURLAP FROM THE TOP HALF OF ALL B&B PLANT MATERIAL.
- IF A NON-BIODEGRADABLE MATERIAL IS USED AROUND THE BALL, IT SHALL BE COMPLETELY REMOVED PRIOR TO BACKFILLING.
- PRIOR TO INSTALLATION, THE ROOTS OF CONTAINER GROWN STOCK SHALL BE SEPARATED OR SPLIT TO ENSURE PROPER ROOT DEVELOPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
- ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS. TREES & SHRUBS SHALL BE PLANTED AS SOON AS POSSIBLE AFTER DELIVERY.
- ALL TREES MUST BE STRAIGHT-TRUNKED, FULL-HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
- NO SUBSTITUTIONS OR ALTERNATIVES WILL BE ALLOWED FOR GROUND SURFACE MATERIALS UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT OR OWNER.
- MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND ALL UTILITIES UNLESS OTHERWISE SPECIFIED.
- A FOUR INCH (4") TOP DRESSING/MULCHING OF DOUBLE GROUND HARDWOOD MULCH SHALL BE PLACED IN PLANT BEDS AND AROUND ALL TREES. SINGLY TREES OR SHRUBS SHALL HAVE TOP DRESSING TO THE OUTSIDE EDGE OF THE MANUFACTURED EDGING OR LANDSCAPE ISLAND. (SEE PLANTING DETAILS) TOP DRESSING CAN BE WOOD MULCH, ROCK, OR ANY OTHER DECORATIVE MATERIAL SPECIFIED ON PLANS. SEE LANDSCAPE PLAN FOR TYPE.
- THE FOLLOWING PLANTING SEASONS ARE RECOMMENDED:
EVERGREEN SHRUBBERY MARCH-OCTOBER
DECIDUOUS SHRUBBERY & TREES MARCH-OCTOBER
EVERGREEN TREES MARCH-OCTOBER

PRELIMINARY
NOT FOR CONSTRUCTION

BR-347



8/10/17

-	-	-	-	-	-
-	-	-	-	-	-
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-	-	-	-	-	-
8/8/17	REVISED PER CITY COMMENTS				
NO.	DATE	DESCRIPTION	REVISIONS		
	30054	8/8/17	AES	JCH	JAP
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW
CEI Engineering Associates, Inc.					
ENGINEERS • PLANNERS • SURVEYORS LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS					
7543 N. Ingram Ave., Suite 107 Fresno, CA 93711					
(559)447-3119 FAX: (559)447-3129					
QUICK N CLEAN					
11809 US HIGHWAY 290 E MANOR TX, 76653					
LANDSCAPE PLAN					
REV DATE	8/8/17				
REV1					
SHEET NO.					L2





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance rezoning 1.004 acres, more or less, Lot 2A, Block 1 Kroll-Lundgren Acres Revised Lot 2, locally known as 14405 N FM 973, from Interim Agricultural (A) to Medium Commercial (C-2). Applicant: Miguel Luna. Owner: Miguel Luna.

BACKGROUND/SUMMARY:

This property was annexed on September 20th. The applicant would like to rezone the property to medium commercial because it front on 973 and has light industrial uses behind it.

PRESENTATION: ☐ YES ☐ NO

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

Ordinance
zoning map
area image

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning Lot 2A, Block 1 Kroll-Lundgren Acres Revised Lot 2, locally known as 14405 N FM 973, from Interim Agricultural (A) to Medium Commercial (C-2).

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

ORDINANCE NO.

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PASSED AND APPROVED FIRST READING on this the 18th day of October 2017.

PASSED AND APPROVED SECOND AND FINAL READING on this the 1st day of November 2017.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia Tijerina,
City Secretary

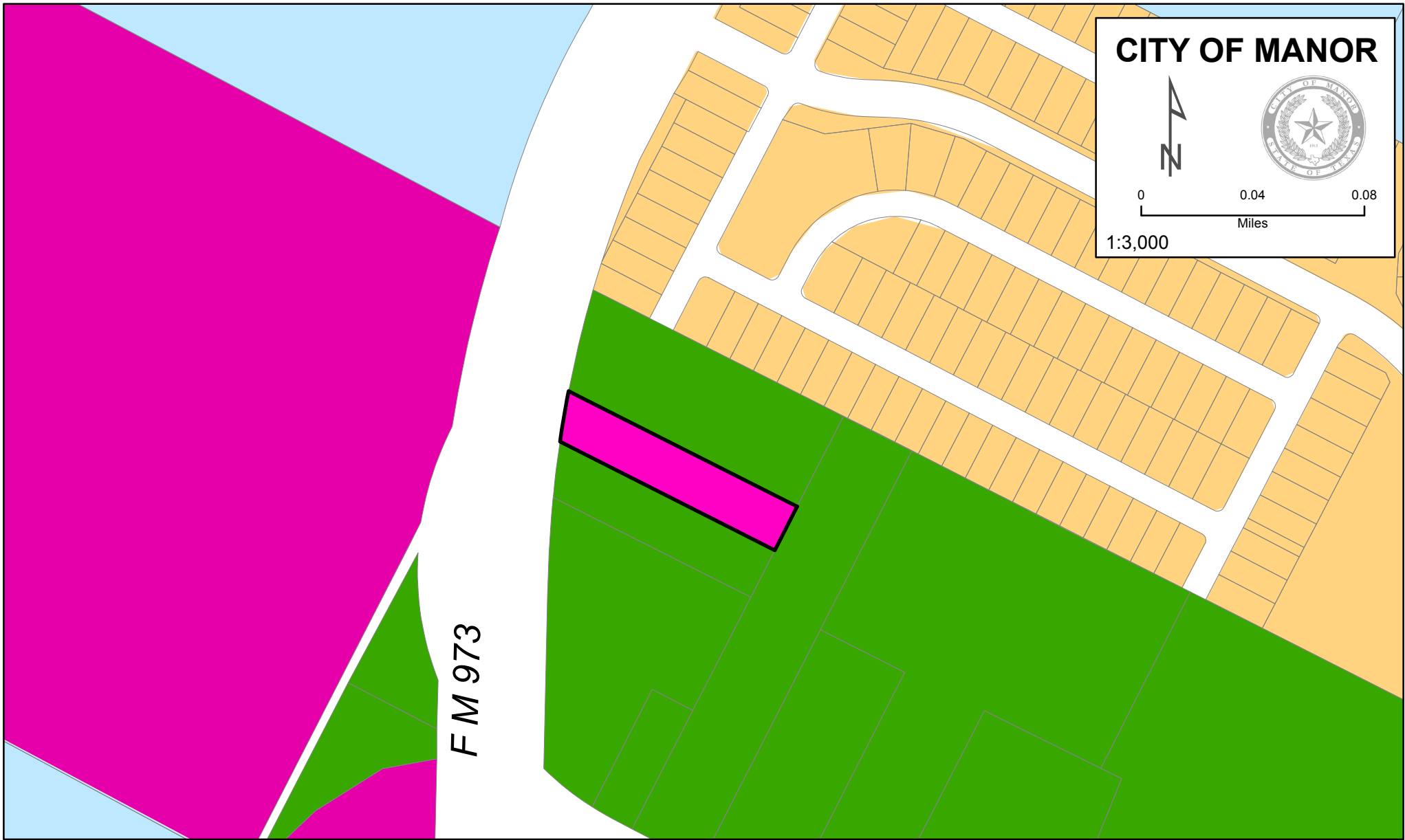
EXHIBIT “A”

Property Legal Description:

Lot 2A, Block 1 Kroll-Lundgren Acres Revised Lot 2

Property Address:

14405 N FM 973, Manor, Texas 78653



**Proposed Zoning:
Medium Commercial C-2**

Current Zoning: Interim Agricultural

Zone

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





AGENDA ITEM NO. 12

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 18, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Presentation and Discussion on the use of PIDs and TIRZs for development in the City.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

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