



Rita G. Jonse, Mayor
Gene Kruppa, Place 1
Maria Amezcua, Place 2
Anne Weir, Mayor Pro Tem, Place 3
Zindia Pierson, Place 4
Deja Hill, Place 5
Todd Shaner, Place 6

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, August 15, 2018

7:00 p.m.

**Manor City Hall – Council Chambers
105 E. Eggleston Street**

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting.

No Action May be Taken by the City Council During Public Comments

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

1. Consideration, discussion, and possible action to approve the City Council Minutes of the August 1, 2018, Regular Meeting. Lluvía Tijerina,
City Secretary
2. Consideration, discussion, and possible action on the acceptance of the July 2018 Departmental Reports: Thomas Bolt,
City Manager
 - Police – Ryan Phipps, Chief of Police
 - Development Services – Scott Dunlop, Planning Coordinator
 - Municipal Court – Sarah Friberg, Court Clerk
 - Public Works – Mike Tuley, Director of Public Works
 - Finance – Lydia Collins, Director of Finance

- | | |
|--|------------------------------|
| 3. Consideration, discussion, and possible action to approve an agreement for Public Health Services between the City of Austin and the City of Manor. | Thomas Bolt,
City Manager |
|--|------------------------------|

REGULAR AGENDA

- | | |
|---|---------------------------------------|
| 4. Consideration, discussion, and possible action on setting public hearings for the FY 2018-2019 Proposed Annual Budget and 2018-2019 Property Tax Rate. | Thomas Bolt,
City Manager |
| 5. Consideration, discussion, and possible action on a first reading of an Ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2. Applicant: Texas State Rentals. Owner: Ronald Wills | Scott Dunlop,
Planning Coordinator |
| 6. Consideration, discussion, and possible action on a first reading of an Ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Light Commercial C-1. Applicant: Kim Perry. Owner: Kim Perry. | Scott Dunlop,
Planning Coordinator |
| 7. Consideration, discussion, and possible action on an Ordinance accepting 65.00 acres, more or less, of land and abutting streets, roads and rights-of-way into the city's extraterritorial jurisdiction at the request of the landowner. | Scott Dunlop,
Planning Coordinator |

ADJOURNMENT

In addition to any executive session already listed above, the City Council 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 <u>Texas Government Code</u> Section §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) and §551.087 (Deliberations regarding Economic Development Negotiations).

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, August 10, 2018, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/Lluvia Tijerina/ TRMC
City Secretary for the City of Manor, Texas

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 15, 2018

PREPARED BY: Lluvia Tijerina, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the August 1, 2018, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

August 1, 2018, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes for the August 1, 2018, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
AUGUST 1, 2018**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gene Kruppa, Place 1 (Absent)
Maria Amezcua, Place 2 (Absent)
Anne R. Weir, Mayor Pro Tem, Place 3
Zindia Pierson, Place 4
Deja Hill, Place 5
Todd Shaner, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia Tijerina, City Secretary
Scott Dunlop, Planning Coordinator
Pauline M. Gray, P.E., City Engineer Staff

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, August 1, 2018, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Debbie Tucker with Manor Community News, 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 July 18, 2018, Regular Meeting.**
2. **Consideration, discussion, and possible action to approve a Resolution calling the November 6, 2018, General Election; Authorization of an Election Calendar; and Authorization for the Mayor to sign the Notice of General Election.**

Resolution No. 2018-07: A Resolution of the City of Manor, Texas, Ordering a General Election to be Held on November 6, 2018, for the Purpose of Electing three (3) Council Members of the City Council (Place Nos. 2, 4, And 6); Making Provisions for the Conduct of the Elections; Providing for Other Matters Relating to the Election; and Providing an Effective Date.

3. **Consideration, discussion and possible action on a second and final reading of a rezoning request for 477 acres, more or less, located at US Hwy 290 E and Old Kimbro Road, locally known as 13201, 13356, and 13400 Old Kimbro Road, Manor, Travis County, Texas; which includes Lot 2, J.F. Nagle Estates, portions of the A.C. Caldwell Sur. No. 52 Ab. No. 154, and Lemuel Kimbro Sur. No. 64 Ab. No. 456; from interim Agricultural (A) district zoning to Planned Unit Development (PUD) district zoning. Applicant: Kimley-Horn. Owner: Sky Village Kimbro Estates LLC.**
4. **Consideration, discussion, and possible action on the second and final reading of an ordinance annexing 87.62 acres of land, more or less, adjacent and contiguous to the city limits and being located in the A.C. Caldwell Survey, Abstract 154, Travis County, Texas and approving a service plan for the annexed area.**

Ordinance No. 521: An Ordinance of the City of Manor, Texas Annexing 87.622 Acres Of Land, More or Less, and Abutting Streets, Roads and Rights-Of-Way that is Adjacent and Contiguous Territory to the City; Approving a Service Plan for the Annexed Area; Making Findings of Fact; Providing a Severability Clause; and Providing an Effective Date.

5. **Consideration, discussion and possible action on the second and final reading of an ordinance rezoning Lot 1, Block 11 Lane A E Addition, locally known as 901 ½ North Burnet Street, from Single Family Residential (R-1) to Institutional (I). Applicant: City of Manor. Owner: City of Manor**

Ordinance No. 522: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land from Single Family Residential (R-1) to Institutional (I); Making Findings of Fact; and Providing for Related Matters.

6. **Consideration, discussion and possible action on the second and final reading of an ordinance rezoning Abstract 315 Survey 63 Gates G Acres 10.01, locally known as 14605 N. FM 973, from Interim Agricultural (A) to Light Commercial (C-1). Applicant: Shana Whiteley. Owner: Foxtrot Holdings, LLC**

Ordinance No. 523: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land from Interim Agricultural (A) to Light Commercial (C-1); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Shaner and seconded by Council Member Weir, the Council voted five (5) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

REGULAR AGENDA

7. Consideration, discussion, and possible action on an agreement with Wilbarger Creek Municipal Utility District No. 2 Regarding Acquisition of Road Powers.

The City staff's recommendation was that the City Council approve the agreement with Wilbarger Creek Municipal Utility District No. 2 Regarding Acquisition of Road Powers.

City Manager Bolt discussed the agreement with Wilbarger Creek Municipal Utility District No. 2 regarding acquisition of Road Powers.

Cheryl Allen, 900 S. Capital of Texas Highway, Austin, Texas, submitted a card in support of this item; however, she did not wish to speak but was available to address any questions posed by the City Council.

The discussion was held regarding the development of the bridge.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Hill the Council voted five (5) For and none (0) Against to approve the agreement with Wilbarger Creek Municipal Utility District No. 2 Regarding Acquisition of Road Powers. The motion carried unanimously.

8. Consideration, discussion, and possible action on an award of a construction contract for the 2017 Paving Improvements project.

The City staff's recommendation was that the City Council award a construction contract to Smith Paving, Inc.

Pauline Gray, City Engineer staff, was available to address any questions posed by the City Council.

The Base Bid includes:

- Crack sealing Wheeler from Lampasas to Parsons
- Leveling up the pavement, paving fabric installation, 1 ½" HMA overlay and a new stop bar on Wheeler from Lockhart to Lampasas.
- South Lampasas from ½ block North of Jessie to the first ½ of the curve will have 12" pavement recycling, paving fabric installation and 1 ½" HMA overlay.

- South Lampasas from ½ North of Jessie to Jessie will have level up, paving fabric and 1 ½" HMAC overlay.
- South Lampasas from Jessie to Carrie Manor will have 12" pavement recycling, paving fabric and 1 ½" HMAC overlay.
- West Parsons near 413 West Parson will have 18" pavement recycling, paving fabric and 2" HMAC overlay.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Shaner, the Council voted five (5) For and none (0) Against to award a construction contract to Smith Paving, Inc., in the amount of \$174,067.75 for all Base Bid work.

9. Consideration, discussion and possible action on a second reading of a conditional use request for Lot 5, Block B Wildhorse Creek Commercial, locally known as 12010 N. FM 973, to allow for a service station. Applicant: Professional StruCIVIL Engineers Inc. Owner: Harisa, LLC

City Manager Bolt discussed the conditional use permit for 12010 N. FM 973 to allow for a service station with 3 pumps.

City staff recommends approval to maintain the original limit of 3 gas pumps and that all three-building exhibited are approved as one site plan, permitted at one time, and that certificates of compliance are issued for buildings where no tenant finish out permits have been issued prior to a Certificate of Occupancy for the convenience store with gas sales.

The discussion was held regarding TxDOT's standard of roads requests for deceleration lanes and the issuance of Certificate of Compliance for buildings where no tenant finish out permits have been issued prior to a Certificate of Occupancy for the convenience store with gas sales.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Hill the Council voted four (4) For and one (1) Against to approve a second reading of a conditional use request for Lot 5, Block B Wildhorse Creek Commercial, locally known as 12010 N. FM 973, to allow for a service station with 3 Multiple Product Dispensers and a deceleration lane per TxDOT standards on roads greater than 45 mph and that all three-building exhibited are approved as one site plan, permitted at one time, and that certificates of compliance are issued for buildings where no tenant finish out permits have been issued prior to a Certificate of Occupancy for the convenience store with gas sales. Council Member Weir voted against. The motion carried.

10. Consideration, discussion and possible action on a resolution commencing the annexation of 24.001 acres of land, more or less; being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

City Manager Bolt discussed the Resolution regarding annexation of 24.001 acres of land located in Travis County.

Resolution No. 2018-08: A Resolution of the City of Manor, Texas, Commencing the Annexation of 24.001 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Pierson and seconded by Council Member Weir the Council voted five (5) For and none (0) Against to approve Resolution No. 2018-08 commencing the Annexation of 24.001 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing for Open Meetings and Other Related Matters. The motion carried unanimously.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 7:16 p.m. on Wednesday, August 1, 2018.

These minutes approved by the Manor City Council on the 15th day of August 2018.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia Tijerina, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 15, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the July 2018 Departmental Reports.

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Planning Coordinator
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Mike Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

PRESENTATION: ☐ YES ☒ NO

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

July 2018 Departmental Reports

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve and accept the July 2018 Departmental Reports.

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



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

8/15/2018

July 2018

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1547	1445	7↑	Patrol Car Rental
Average CFS per day	49.9	46.6	7↑	Last Month \$4,313
Open Cases	34	22	54↑	YTD \$23,737
Charges Filed	57	97	41.2↓	
Alarm Responses	48	30	60↑	
Drug Cases	40	42	4.7↓	
Family Violence	8	13	38.4↓	
Arrests Fel/Misd	25FEL/32 Misd	23FEL/54Misd	8.6↑Fel/40.7↓Misd	
Animal Control	41	18	127↑	
Traffic Accidents	29	23	26↑	
DWI Arrests	12	8	50↑	
Traffic Violations	690	752	8.2↓	
Impounds	116	DNA	DNA	
Ordinance Violations	34	4	750↑	
Victim Services Cases	35	DNA	DNA	
Total Victims Served	46	DNA	DNA	
Seizures	DNA	DNA	DNA	
Laboratory Submissions	11	11	NO CHANGE	

Notes:

*DNA- DATA NOT AVAILABLE

**DEVELOPMENT SERVICES DEPARTMENT REPORT
PROJECT VALUATION AND FEE REPORT**

July 1-31, 2018

Description	Projects	Valuation	Fees	Detail
Commercial New	2	\$2,065,501.39	\$19,070.00	Turning Pt. Church, HT Fitness
Commercial Sign	4	\$45,590.00	\$1,377.85	
Commercial Remodel/Repair	2	\$20,000.00	\$599.00	
Commercial Tenant Finish Out	1	\$199,695.86	\$1,286.15	Double Dave's Pizza Works
Residential Deck/Patio	1	\$4,000.00	\$264.00	
Residential Electric	3	\$36,816.75	\$321.00	
Residential Irrigation	15	\$33,450.00	\$1,605.00	
Residential Mechanical/HVAC	1	\$2,900.00	\$107.00	
Residential New	28	\$7,958,016.20	\$134,164.40	
Residential Plumbing	3	\$8,000.00	\$381.00	
Residential Swimming Pool/Spa	2	\$92,000.00	\$579.00	
Totals	62	\$10,465,970.20	\$159,754.40	

Total Certificate of Occupancies Issued: 56

Total Inspections(Comm & Res): 1,204

Tom Bolt, City Manager

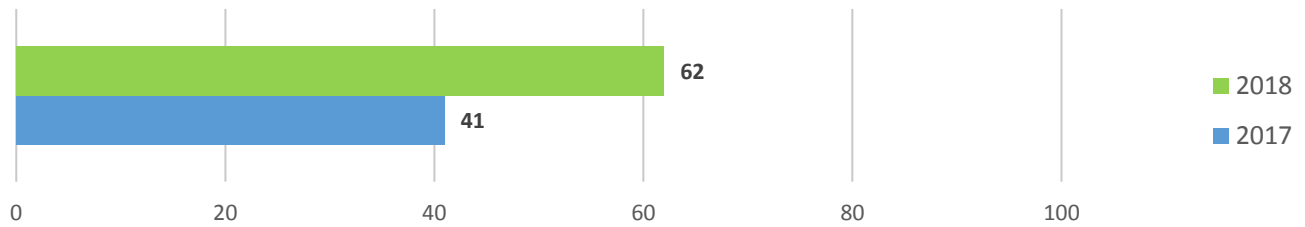




JULY 2018

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR

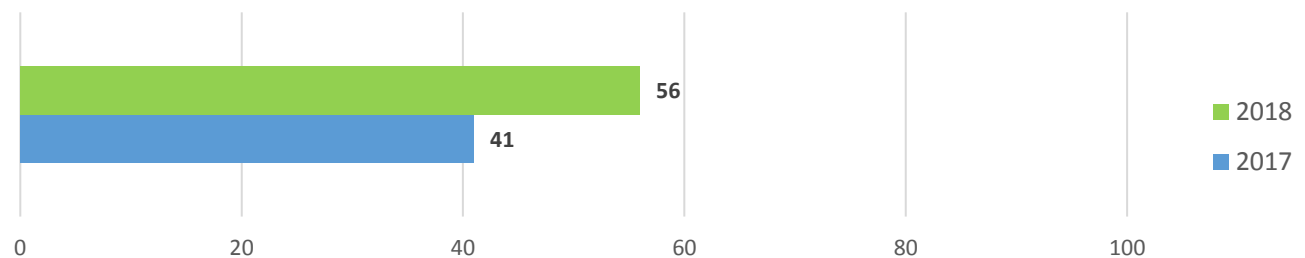
PERMITS ISSUED



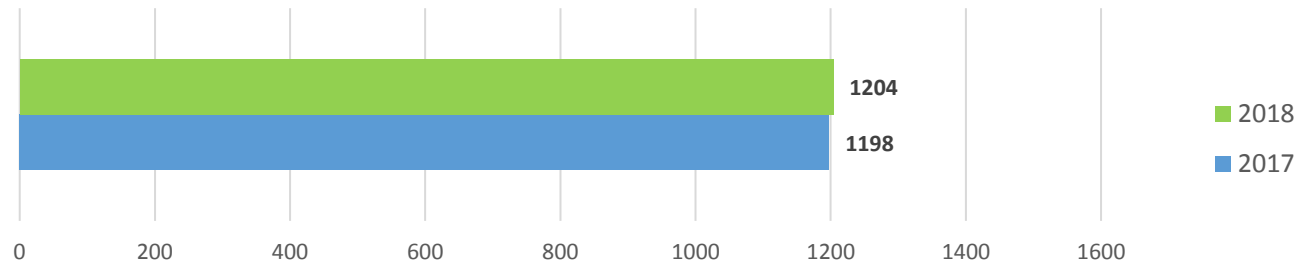
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS

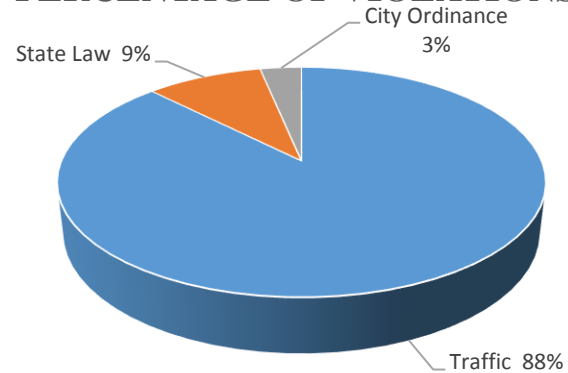


City of Manor Municipal Court

JULY 2018

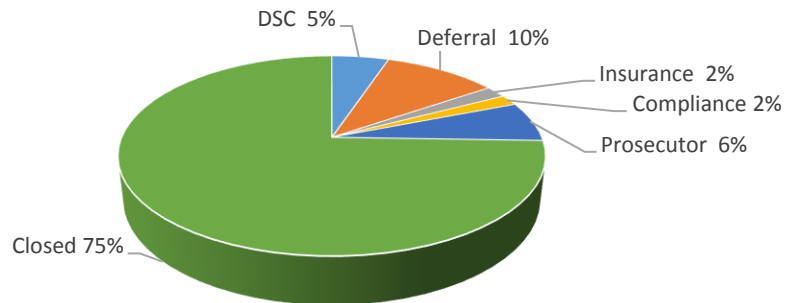
Violations Filed	Jul-18	Jul-17
Traffic	429	453
State Law	45	58
City Ord.	16	32
Total	490	543

PERCENTAGE OF VIOLATIONS



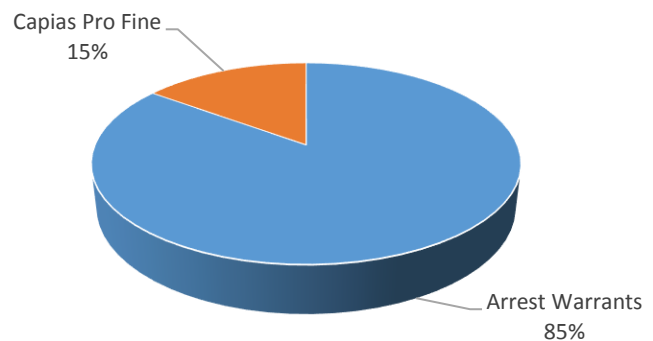
Dismissals	Jul-18	Jul-17
DSC	27	11
Deferral	54	58
Insurance	10	9
Compliance	9	15
Prosecutor	34	2791
Closed	391	3100
Total	525	5984

PERCENTAGE OF DISMISSALS



Warrants	Jul-18	Jul-17
Arrest Warrants	256	345
Capias Pro Fine	45	45
Total	301	390

PERCENTAGE OF WARRANTS



Money Collected in July 2018

Kept By City	\$43,272.02
kept By State	\$21,642.04
Total	\$64,914.06

Money Collected in July 2017

Kept By City	\$41,284.87
Kept By State	\$20,821.61
Total	\$62,106.48



PUBLIC WORKS DEPARTMENT JULY REPORT 2018

Street and Public, Parks, and Maintenance Department

In the month of July, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city facilities and parks. They performed all maintenance on city vehicles and heavy equipment. In July, the Street Department repaired streets, curbs and signs.

Water and Wastewater Department

In July, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. In July, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Water Production & Purchase

In the month of July, 34% of the water we supplied to our residents was from our wells, and we purchased 76% from EPCOR and Manville WSC. In July, the estimated population of residents in the City of Manor is 11,419. Estimated Population for ShadowGlen is 3,144 residents.

Subdivision Inspections

- Street Inspections- 3
- Water Inspections- 11
- Wastewater Inspections- 5



Streets and Parks Monthly Report July 2018

Daily Duties and Projects 7-1-2018/7-31-2018

7/2/2018- At Bastrop and West Parsons St: City staff addressed an issue where the stop sign was placed too far back on South Bastrop. Cars would have to pull past the stop sign to view cross traffic. The sign was moved five feet north to allow better visibility. While the streets crew were working at that site, delineators were installed to notify vehicles there is a steep drop on both sides of South Bastrop.

7/3-4/2018- City staff prepped for a 4th of July event that was going to be held at Jennie Lane Park. The park was immaculate, and the streets were lined with barricades to allow safe passing for the parade. The Message Board Sign was installed to notify public Lexington St. would be shut down temporarily. Unfortunately, the event was cancelled due to weather.

7/6/2018- City staff ordered 8 yards of Engineer wood fiber (playground surfacing) and installed it at Jennie Lane Park. The playground surfacing must meet ASTM standards and have a dept of 9”.

7/9/2018- City staff worked together to trim all trees in the Bell Farms Subdivision. A total of 4 trailer loads of trees were hauled off. This allowed all trees to be 13’ above road ways and 8’ above sidewalks. There are some remaining trees that will need to be trimmed seeing some vehicles were present at the time.

7/10/2018- All items were sent to auction on this day. The items were set for 2 weeks from this day. After 2 weeks the highest bidder will be awarded the item.

7/10/2018- City staff has continued to work hard on keeping Bell Farms pond clean of debris and vegetation. Greenbury pond is also another body of water the city will monitor and ensure algae is controlled along with the pond vegetation.

7/12/2018- Multiple pot holes were repaired on Bois D’ Arc and Johnson Road. The City has put that intersection on the schedule to tear out and replace with all new asphalt.

7/13/2018- City staff has continued to jump on sidewalks that have a lip greater than ½”. The City is continuing to use a product named perma-patch to even these areas and create a safer means.

7/13/2018- There are multiple areas on the streets that need to be taken out and replaced with new asphalt. 2 tons were used on East Wheeler to repair failed asphalt.



7/16/2018- 16 tons of engineer wood fiber was used to fill in 2 of Bell Farms Park playgrounds. This will keep us in compliance with ASTM (American standard of testing material). It will also keep our children safe from compacted surfacing.

7/17/2018- One of the most important maintenance items the streets crew is faced with is cracking asphalt. While tear out and replace would be the alternative, there is just too many areas to do so. The streets department has a crack seal machine that lays tar over the cracks and seals the streets for future sub-grade damage. 3 streets were crack sealed in Stonewater subdivision.

7/18/2018- City staff has scheduled for Jennie Lane Park pavilion and Bell Farms Park Gazebo aging wood to be reinforced or replaced. This will allow the integrity of the structures to last longer and remain safe.

7/19/2018- City staff has ensured the new area for the farmers market is safe, clean, and ready for business. The new area will be behind Manor Grocery in the 3/75x25' lots. That location should bring more business for the vendors.

7/24/2018- City staff has installed the south bound flood gauge on North Lexington St. by the golf course. That will give emergency personal a visual from both sides of Lexington how deep the water is during a flood.

7/25/2018- City staff took advantage of the summer and no school in session. The entire section on Greg Manor in front of the high school was striped with new yellow and white paint. All painted arrows were re-done, and glass beads were installed on top for reflectivity.

7/25/2018- City staff continued striping around town. Multiple stop bars were striped around Carrie Manor and South San Marcos St.

7/26/2018- City staff installed 2 tons of asphalt on East Browning St. where road was failing.

7/27/2018- City staff was sent to a paint striping class, where new equipment was displayed and gave important striping lessons and tips.

7/31/2018- City staff has installed all new Park rule signs in city owned parks. These amazing new park rule signs can be found at, Jennie Lane Park, Bell farms Park, Bell farms Pond, Greenbury Park, and Carriage Hills Park.



*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 March through October. Schedules are due to change in hot summers, 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, Greenbury Park, Carriage Hills, Bell Farms Pond and Bell Farms Park. These properties are cut every week to maintain the pristine look.

I also wanted to note that City staff is going out to all subdivisions where new construction is present and insuring all roads are swept and clear of debris. It is an ongoing process seeing so many homes are going up all in different areas of the town. Inspection forms are done when staff is present to keep records of site cleanliness.

Certifications and Classes

The City sent 2 more employees to the non-commercial chemical applicators class. It is a one-day course full of information to help pass the State exam. They are scheduled to take the exam some time in August. The City also sent streets employees to a street striping class that gave vital information to remain safe and great striping tips.

Inspections/Warranties /New subdivision Walkthroughs and Pre-con meetings

ShadowGlen

ShadowGlen Ph. 2 Misty Grove Boulevard and Silent Falls Way 2-year warranty walk through. Issues that are found will be reported to the engineers and scheduled for repair before the City will accept.

Presidential Glen Phase 4,5, and 6 Warranty Inspections

Phases 4,5, and 6 have been approved for their 1 and 2-year warranty. Presidential Glen Phase 5 and 6 will have 1 year remaining on the warranty and Phase 4 has reached the 2-year warranty where now the City will be held responsible for any maintenance issues.

Downtown Drainage Project

The downtown drainage project has not been accepted due to multiple areas that have not been revegetated. When the City feels 95% of vegetation has been establish, we will release acceptance.



Monthly Water Report July 2018

For the month of July, the Water Department had 45 service calls, 10 repair jobs, 7 maintenance jobs, 11 inspections, replaced 117 old meters with digital read meters in the Presidential Glen subdivision, replaced 176 old meters with digital read meters in Carriage Hills 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:

702 East Parsons St.- Repaired a 2" main break by FZ,CD,TM 7-2-18.
13405 Marie Lane - Repaired a 3/4 broken shut off valve in meter box by FZ 7-5-18.
710 N. Burnet St.- Repaired a 3/4 service on city side by FZ,CD,TM 7-12-18.
18044 Canopy Lane - Replaced a broken meter box with new one by RM 7-24-18.
11215 US HWY 290 Sonic - Replaced Meter seals on irrigation meter id-99508610 read-4047 by TM,CD 7-24-18.

Maintenance:

Bac T Samples - Took first set of 5 samples and delivered to Aqua Tech Lab by RM, TM 7-2-18.
Bac T Samples - Took second set of 5 samples and delivered to Aqua Tech Lab by RM, TM 7-17-18.
HWY 290 from Lexington to Gregg St. on North side of HWY 290 – Located utilities mark with blue and green paint and flags by FZ, TM 7-23-18.
306 E. Boyce - Located utilities for Bluebonnet Electric at pole # 321736 by FZ,JT 7-24-18.
13720 FM 973 - Located utilities for Bluebonnet Electric north 850' on FM 973 behind building from FM 973 around 405' to Bluebonnet Electric pole 320100 and located at 40' radius by JT,FZ 7-24-18.
Brenntag - Ordered (4) 150 lb. Cl2 bottles for clear well by JT 7-26-18.
Clearwell - Changed Cl2 bottle 150 lbs. by RM,TM 7-26-18.

Inspections:

ShadowGlen Section 20 - Blocking on fire hydrants and mains by JT, RM 7-3-18.
ShadowGlen Section 1.9 - Checked valves, hydrants and meter boxes all good by JT, TM,FZ 7-3-18.
Presidential Heights - Density testing on water main trench by CRU, RM 7-6-18.
ShadowGlen -ShadowGlen Ph. 2 Misty Grove Boulevard and Silent Falls walk thru inspection by JT 7-9-18.
ShadowGlen Section 20 -Pressure test water main with DNT Construction by JT, RM 7-11-18.
Gregg Lane Water Main Project by Sky Blue Utilities - Water main on FM 973 south of Gregg Lane by Sky Blue Utilities by JT, RM 7-23-18, 7-24-18, 7-25-18, 7-26-18, 7-27-18.



Wastewater Monthly Report July 2018

For the month of July, the Wastewater Department had 11 service calls, 2 repair jobs, 7 maintenance jobs and 5 inspections.

Service calls include: Sewer clog/backups, replacing broken clean out caps, and replacing lids.

Repair Calls:

12604 Saint Mary Dr.- Made repairs on wastewater service line where city side meets customer side. Installed new clean out by FZ, CD, TM 7-10-18.

12608 Saint Mary Dr.- Excavated and repaired service where customer side meets city side by FZ, CD, TM 7-13-18.

Maintenance:

12952 Wedding Drive – Completed clean up job and covered hole. Picked up barricades and cones by RM, TM 7-2-18.

WWTP - Changed Cl2 # 2 bottle 150 lbs. by JR, RM 7-2-18.

Bell Farms Lift Station - Reset pump number 2 over load switch all is good by JT, FZ 7-3-18.

Old HWY 20 at Bell Farms- Installed wastewater manhole sign where main cross field by CD, TM 7-18-18.

George Bush and HWY 290 - Installed wastewater manhole sign and weed eat around manhole by TM, CD 7-18-18.

Brenntag - Ordered (4) 150 lb. Cl2 bottles for WWTP by JT 7-26-18.

Wildhorse Creek Lift Station - Replaced hydrogen peroxide pump by RM, TM 7-26-18.

Inspections:

Presidential Heights Phases 3- Density testing on wastewater trench by CRU, RM 7-6-18.

Presidential Heights Phase 3- Vacuum test manhole and pressure test main by RM 7-12-18.

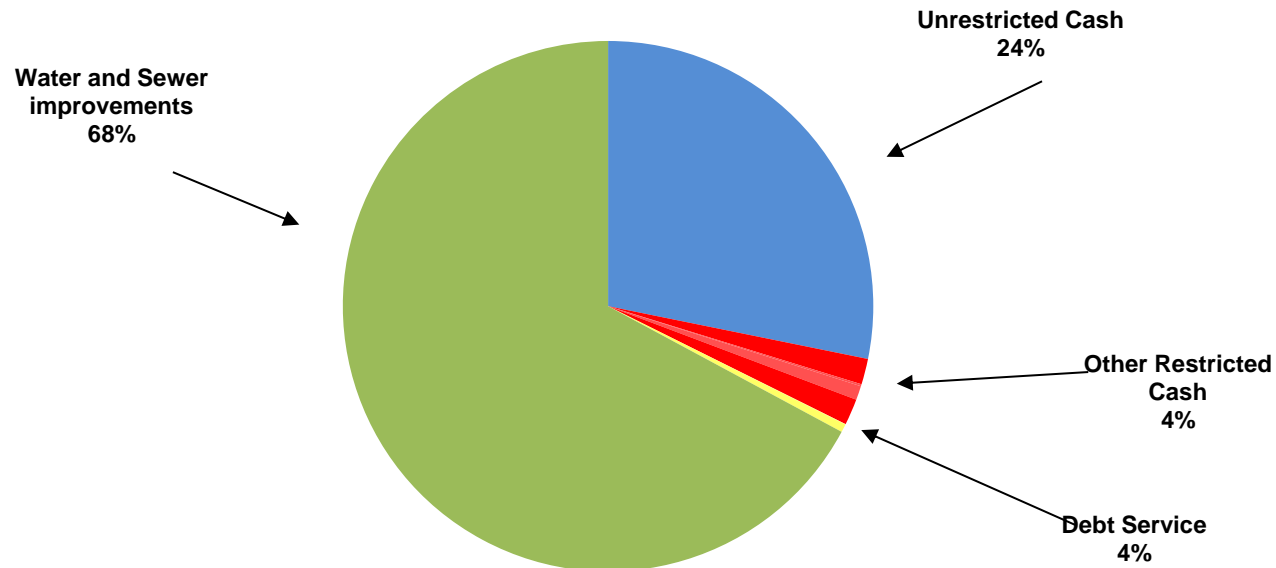
Manor Commons SE 1 - Wastewater main and manholes by Lowden Construction 7-23-18 to 7-26-18 by JT, RM.

Manor Commons SE 1 - Pressure test, vacuum test and pulled mandrels for Ring Drive by Lowden Construction by JT 7-23-18.

Presidential Heights Phase 3 - Pulled mandrels with CRU by RM 7-31-18.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of July, 2018**

	<u>GENERAL FUND</u>	<u>UTILITY FUND</u>	<u>DEBT SERVICE FUND</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>CAPITAL PROJECTS FUND</u>	<u>TOTAL</u>
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	\$ 3,170,872	\$ 6,702,182			\$ -	\$ 9,873,054
Restricted:						
Tourism				548,455		548,455
Court security and technology	42,396					42,396
Rose Hill PID				300,035		300,035
Customer Deposits		561,368				561,368
Park	8,619					8,619
Debt service			173,401			173,401
Capital Projects						
Water and sewer improvements		16,783,248		6,731,157		23,514,406
TOTAL CASH AND INVESTMENTS	<u><u>\$ 3,221,886</u></u>	<u><u>\$ 24,046,799</u></u>	<u><u>\$ 173,401</u></u>	<u><u>\$ 7,579,647</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 35,021,734</u></u>



Overview of funds:

\$ 88,052.67 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: August 15, 2018

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve an agreement for Public Health Services between the City of Austin and the City of Manor.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the agreement for Public Health Services between the City of Austin and the City of Manor.

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

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE CITY OF AUSTIN AND THE CITY OF MANOR

This Agreement for Public Health Services ("Agreement") is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of Manor, Travis County, a municipal corporation and political subdivision of Texas ("Manor").

RECITALS

Austin and Manor have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Local Government Code and other statutes.

Austin has established a health department to provide for and promote the public health through the enforcement of laws and ordinances governing activities affecting the public health in Austin.

Manor has adopted public health ordinances and wishes to secure certain health inspection services from Austin.

Austin has experienced and trained personnel that can provide inspection services to Manor in a way that would be more efficient than efforts by Manor to provide those services directly to its residents.

Austin and Manor have the authority to enter into this Agreement under Chapter 791 of Texas Government Code, and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are acknowledged, Manor and Austin agree as follows:

1.0 DEFINITIONS

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 "Custodial Care" means a general environmental health and safety inspection conducted at the request of a facility operator or resident to fulfill the requirements of the state licensing agency for child care, adoption or foster care.
- 1.03 "Director" means the Director of the Austin Public Health Department of the City of Austin (Austin Public Health).
- 1.04 "Food Enterprise" has the same meaning set forth in the Austin City Code but does not include farmer's markets.
- 1.05 "Mayor" means the Mayor of Manor or his or her successor.

1.06 "Fiscal Year" means the twelve (12) month time period between October 1 and September 30 of the following year.

1.07 "Swimming Pool and Spas" has the same meaning as established in Title 25, Chapter 265 of the Texas Administrative Code.

2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a term beginning October 1, 2018 and ending September 30, 2019, unless sooner terminated under the terms of this Agreement.

It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive one-year terms upon written approval of the parties.

3.0 RESPONSIBILITIES OF AUSTIN

3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and Manor's ordinances regulating Food Enterprises, swimming pools and spas and custodial care. More specifically, Austin shall conduct plan review, permit issuance, inspections and complaint investigations, and shall participate in Manor's administrative enforcement as described in section 3.03.

3.01.2 Prepare and maintain case files on completed inspections and inform Manor of the results of such inspections and any recommendations for action by Manor.

3.01.3 Ensure Austin staff is available for testimony in court proceedings in the event suit is brought regarding the services provided under this Agreement or Manor's enforcement actions.

3.01.4 Collect all fees related to inspection, permitting and plan review activities as provided for in this Agreement from affected businesses based on fee rates set forth in Exhibit A or as otherwise amended by the Austin City Council.

3.02 Austin shall have no duty to perform the following activities, and Manor agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute any civil or criminal suit on any complaint or case investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

3.02.4 To permit, inspect, or investigate complaints on farmers markets operations.

3.03 Enforcement of state law(s) and any applicable Manor's ordinances shall include, on-site investigations, issuance of notices, attempts to secure voluntary compliance, and the presentation of testimony and evidence in administrative hearings before the Manor's Council or its designee.

4.0 RESPONSIBILITIES OF MANOR

4.01 Manor shall:

4.01.1 Authorize personnel of Austin Public Health, to act as its agents in enforcing state law and any applicable ordinances of the City of Manor.

4.01.2 Provide Austin certified copies of any Manor ordinances intended to be enforced in accordance with this Agreement.

4.01.3 Schedule and conduct any required enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

4.01.5 Provide Austin Public Health notification of any food enterprises or swimming pools and spas for which Manor has received a site plan or building permit application.

5.0 MUTUAL RESPONSIBILITIES

Austin and Manor agree to meet annually to establish and evaluate operating policies and procedures and to make such adjustments or changes as may be of mutual benefit, unless otherwise scheduled by mutual agreement.

6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, Manor grants to Austin the exclusive right to bill, collect and retain all inspection, permit and other fees from residents and businesses located within the corporate limits of the Manor based on fee rates set forth in Exhibit A, incorporated herein for all purposes, or as otherwise amended by the Austin City Council. By approving this Agreement, Manor hereby adopts the fees described in Exhibit A, waives all rights to these fees and designates Austin as its exclusive agent for purposes of providing the services and collecting the related fees as described in this Agreement.

In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect from Manor's residents and businesses, Manor agrees to promptly take action against any resident or business that fails to pay a fee in a timely manner.

7.0 ENTIRE AGREEMENT

Entire Agreement: All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

- 8.01 Austin, on behalf of Manor, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. Manor shall be entitled to make and retain such copies as may be necessary to document its work.
- 8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by Manor of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. Manor shall maintain records related to this Agreement in Accordance with government records retention schedule.
- 8.03 Manor Access. Austin shall give Manor, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.
- 8.04 Manor Audit. Manor has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit Manor, or its duly authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at Manor's expense, any document, materials or information necessary to facilitate these audits.
- 8.05 Austin Access. Manor shall give Austin, or its duly authorized representatives, access to and the right to copy and examine all records, accounts, reports, files, and other papers, things or property belonging to or in use by Manor pertaining to this Agreement in an accessible location. These rights to access shall continue as long as these records are retained by Manor. As requested by Austin, Manor shall certify to Austin those financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of Manor. However, no employee of Austin shall be considered an employee of Manor for purposes of gaining any rights or benefits due to an employee of Manor pursuant to Manor's personnel policies.

10.0 MONITORING

On-Site Monitoring. Manor has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party has failed to comply with any term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

11.02.3 If either party's governing body fails to provide funding sufficient to meet its obligations under this Agreement during their annual budget planning and adoption process.

11.03 Procedure. In the event of termination under Section 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party in compliance with the Notice provisions of this Agreement of the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.

11.04 Without Cause Termination. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.

11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

13.0 LIABILITIES, CLAIMS

13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Manor or its agents arising from the performance of duties or responsibilities under this Agreement. Manor shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or its employees conducted outside the scope of this Agreement.

13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or Manor relating to the performance of the obligations under this Agreement, the party receiving notice shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to these claims or actions.

14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and may be delivered by courier or sent postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated below, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 Manor Address. The address of Manor for all notices under the Agreement shall be:

City Manager
City of Manor
City Hall
105 E. Eggleston Street
Manor, Texas 78653

14.03 City of Austin Addresses. The address of Austin for all purposes under this Agreement and for all notices hereunder shall be:

City of Austin
Office of the City Manager
City Hall
301 West 2nd Street, Third Floor
Austin, Texas 78767

With copies to:

Stephanie Hayden, Director
Health and Human Services Department
7201 Levander Loop, Building E
Austin, Texas 78702

Don Hastings, Assistant Director
Health and Human Services Department
P.O. Box 142529
Austin, Texas 78714

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.

15.0 LAW AND VENUE

The Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and Manor shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and Manor laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of Manor and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor Manor waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

17.04 No Joint Venture or Joint Enterprise/No Third-Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for

mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Manor has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by the City Council of Manor constitutes Manor's designation of its authority to enforce Manor's ordinances regulating Food Enterprises swimming pools and spas, general environmental complaints and custodial care and to collect related fees, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of Manor.

Executed on this the _____ day of _____, 2018.

CITY OF MANOR

By: _____

Title: _____

CITY OF AUSTIN

By: _____

Title: _____

EXHIBIT A

City of Austin Fees **(2017-2018)**

<u>Environmental Health Services Division</u>	<u>Amount</u>
Food Establishment Permits	
1-9 Employees	\$475.00/year
10-25 Employees	\$540.00/year
26-50 Employees	\$605.00/year
51-100 Employees	\$670.00/year
Over 100 Employees	\$734.00/year
Re-Inspections of Food Establishments	\$130.00
Additional Fees	
Food and Pool Permit Late Fee	\$100.00
Food & Pool Expedited or afterhours Inspection Fee	\$144.00
Food Establishment Ownership Change Inspections	\$192.00
Temporary Food Event Permits	
1 booth, 1 calendar day	\$35.00
1-5 calendar days, per booth	\$102.00
6-14 calendar days, per booth	\$155.00
Expedited Temporary Event Permit	\$100.00
Mobile Food Vendor Permits	
Application Fee	\$105.00/year
Re-inspection (Mobile)	\$130.00
Unrestricted/Unit	\$290.00/year
Restricted/Unit	\$212.00/year
Certified Farmer's Market	
Class A	\$177.00/year
Class B	\$333.00/year
Class C	\$622.00/year
Plan Reviews	
Pool or Spa Plan	\$275.00
Food Establishment New	\$298.00
Remodel of Permitted Food Establishment	
>10,000 sq.ft.	\$298.00
2,500-10,000 sq.ft.	\$254.00
<2,500 sq.ft.	\$211.00
Inspections of Food Establishments (new or remodeled)	
Certificate of Occupancy (CO) Clearances	\$224.00
General Environmental/Licensing Inspections	
Child Care Facilities, Custodial, Foster Homes	\$110.00
Food Manager Certification	
Certificates	\$31.00
Duplicates	\$16.00
Swimming Pool/Spa Permits	
Swimming pools (Class A, C, D)	\$221.00 /year
Spa 1st system (Class A, C, D)	\$221.00 /year
Each additional spa system (Class A, C, D)	\$151.00 /year
Inspections of Pools & Spas (new or remodeled)	
Pool/Spa Certificate of Occupancy or Change of Ownership:	\$191.00
Re-inspections of Pools & Spas (Class A, C, D)	\$150.00
Food Establishment Variance Request Fee	\$290.00



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 15, 2018

PREPARED BY: Lydia M. Collins

DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on setting public hearings for the FY 2018-2019 Proposed Annual Budget and 2018-2019 Property Tax Rate.

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 set the Public Hearings on the FY 2018-2019 proposed Annual Budget and Tax Rate of the City of Manor, Texas for September 5, 2018, at 7:00 p.m. and September 19, 2018, at 7:00 p.m.

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



AGENDA ITEM NO. ⁵_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 15, 2018

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 Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural to Medium Commercial C-2. Applicant: Texas State Rentals. Owner: Ronald Wills

BACKGROUND/SUMMARY:

This property was annexed into the city in September 2017. The current use is for Roadrunner charter buses. A new owner, Texas State Rentals, has proposed purchasing the property but in order to operate their construction equipment sales and rentals on the property they need appropriate zoning. They have request C-2 Medium Commercial which allows for Construction Sales and Services.

Planning Commission voted 5 -1 to approve.

PRESENTATION: ☐YES ☒NO

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

Ordinance
Map
Area Image
Notice Letter
Mailing labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a first reading of an Ordinance rezoning Lot 1 Kimbro Business Park, locally known as 13903 E US Hwy 290, Manor, Texas from Interim Agricultural 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.

PASSED AND APPROVED FIRST READING on this the 15th day of August 2018.

PASSED AND APPROVED SECOND AND FINAL READING on this the 3rd day of October 2018.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

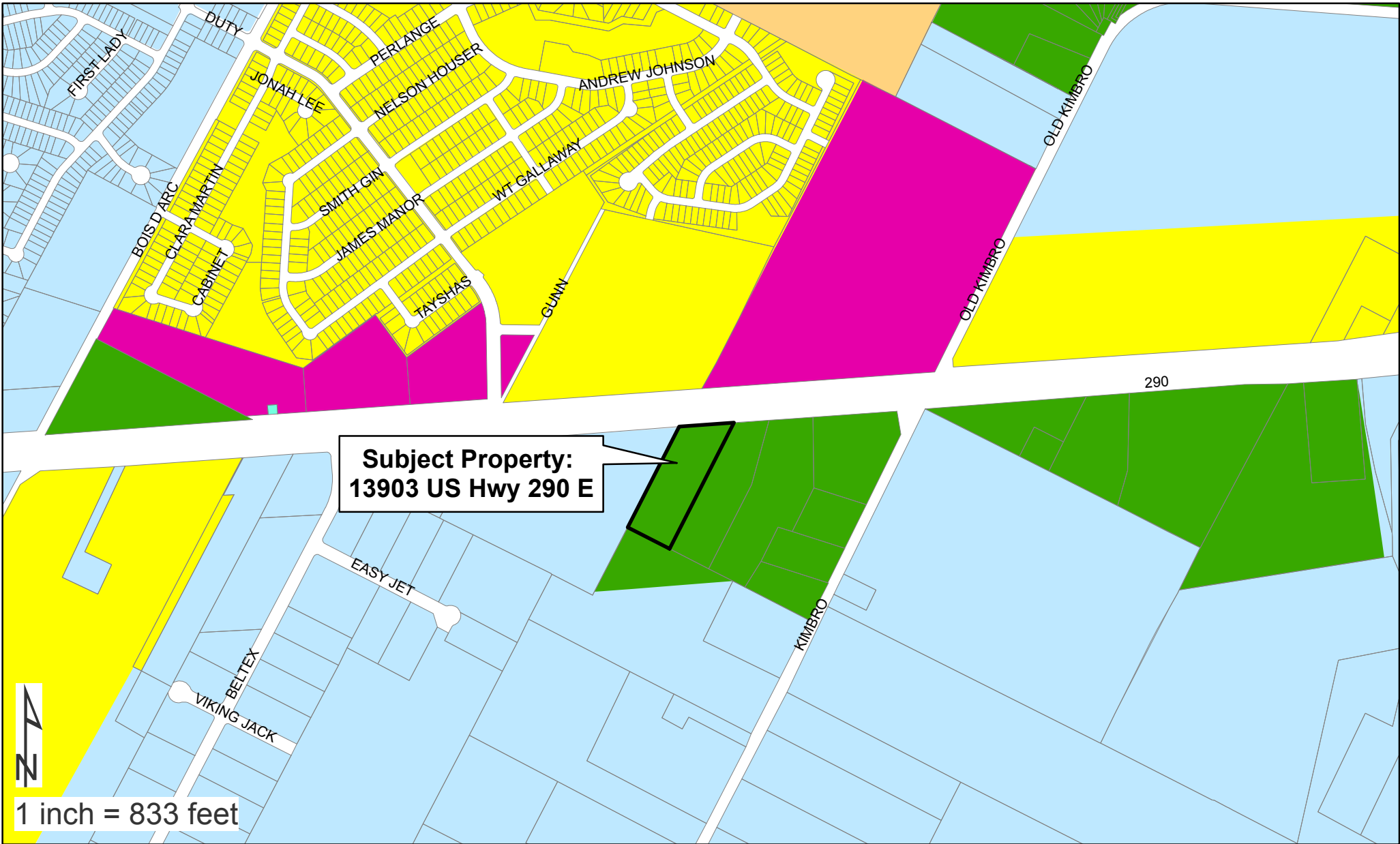
ATTEST:

Lluvia Tijerina TRMC,
City Secretary

EXHIBIT “A”

Property Legal Description:
Lot 1 Kimbro Business Park

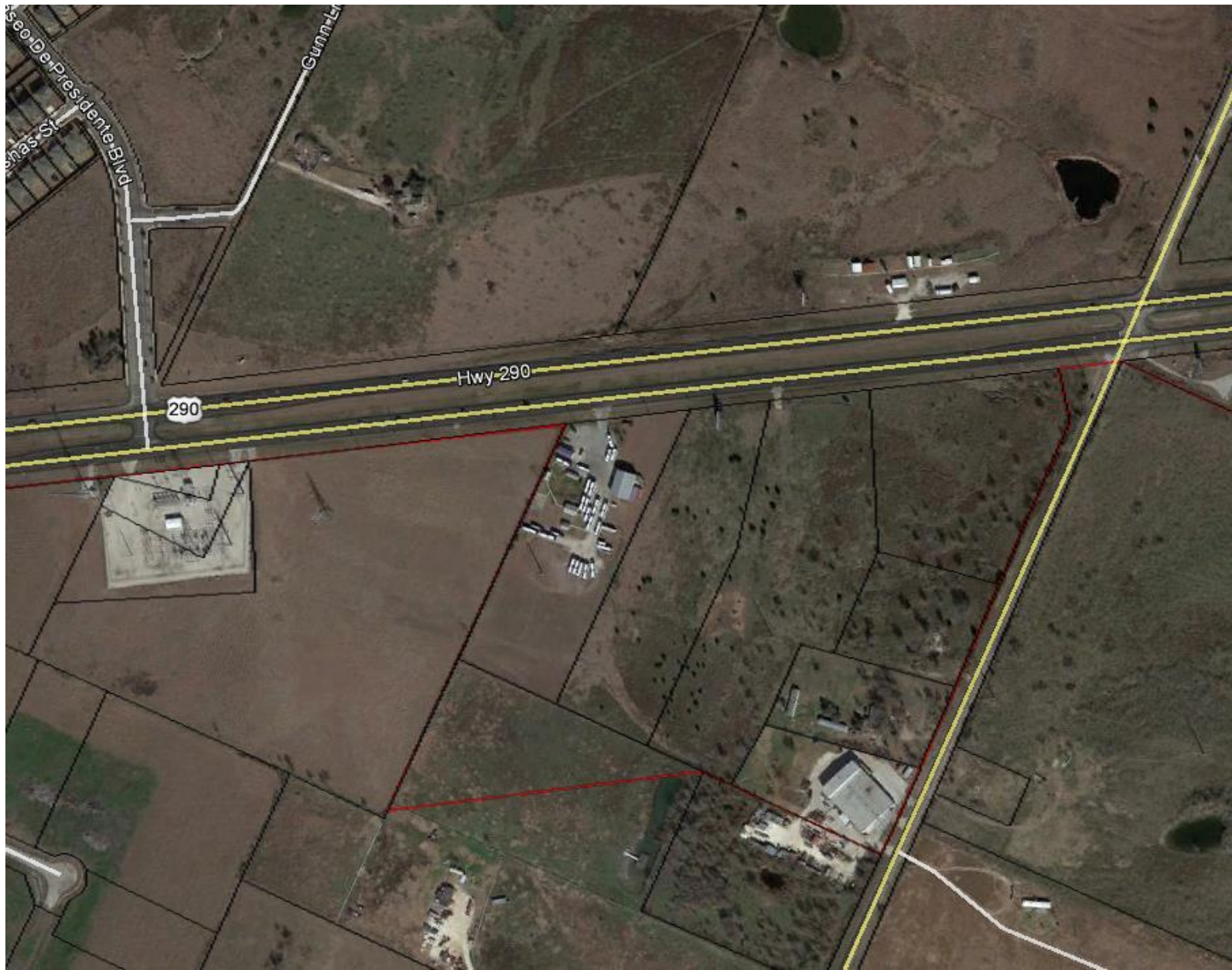
Property Address:
13903 E. US Hwy 290



Proposed Zoning: Medium Commercial C-2

*Current Zoning District:
Interim Agricultural (A)*

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





July 20, 2018

RE: 13903 US Hwy 290 E. Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting a public hearing to consider a rezoning request for 13903 US Hwy 290 E. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

Consideration, discussion and possible action on a rezoning request for Lot 1 Kimbro Business Park, locally known as 13903 US Hwy 290 E, from Interim Agricultural (A) to Medium Commercial (C-2).

The Planning and Zoning Commission will convene at 6:30PM on August 8, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on August 15, 2018 AND September 5, 2018 at 105 E. Eggleston St. in the City Council Chambers.

If you have no interest in the case there is no need for you to attend. You may address any comments to me at the address or phone number listed below. Any communications I receive will be made available to Commission and Council members during the discussion of this item. For your convenience, my email address is sdunlop@cityofmanor.org

Sincerely,

Scott Dunlop
Planning Coordinator
512-272-5555 ext. 5

LABEL SET #1

WORD DOC UPLOADED AS WELL

Tammy & Cody Franz
20021 Grover Cleveland Way
Manor, TX 78653-2073

George P & Mae M Vrazel
11306 June Dr
Austin, TX 78753-2925

Phan Van Hoan & Thu T Huynh
5701 Long Ct
Austin, TX 78730-5056

Phan Van Hoan & Thu T Huynh
5701 Long Ct
Austin, TX 78730-5056

Lluvia Flores
222 Louetta
Houston, TX 77060

Terrell Timmermann
Po Box 4784
Austin, TX 78765-4784

Terrell Timmermann Farms LP
501 Vale Street
Austin, TX 78746-5723

LABEL SET #2

Tammy & Cody Franz
20021 Grover Cleveland Way
Manor, TX 78653-2073

George P & Mae M Vrazel
11306 June Dr
Austin, TX 78753-2925

Phan Van Hoan & Thu T Huynh
5701 Long Ct
Austin, TX 78730-5056

Phan Van Hoan & Thu T Huynh
5701 Long Ct
Austin, TX 78730-5056

Lluvia Flores
222 Louetta
Houston, TX 77060

Terrell Timmermann
Po Box 4784
Austin, TX 78765-4784

Terrell Timmermann Farms LP
501 Vale Street
Austin, TX 78746-5723



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 15, 2018

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 Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Light Commercial C-1. Applicant: Kim Perry. Owner: Kim Perry.

BACKGROUND/SUMMARY:

This property was annexed into the city in November 2017. It is at the corner of Bois D'Arc Road and Tower Road. C-1 may be too intense a commercial use for the location given the proximity to single family housing and future roadways; neighborhood business is a less intense commercial zoning. Our transportation thoroughfare master plan has Bois D'Arc eventually being upgraded to a MAD 4 and Tower Road a primary collector. Once Manor Heights is constructed these 15 acres will be entirely surrounded by single family houses.

Planning Commission voted 6-0 to approve NEIGHBORHOOD BUSINESS.

PRESENTATION: ☐ YES ☒ NO

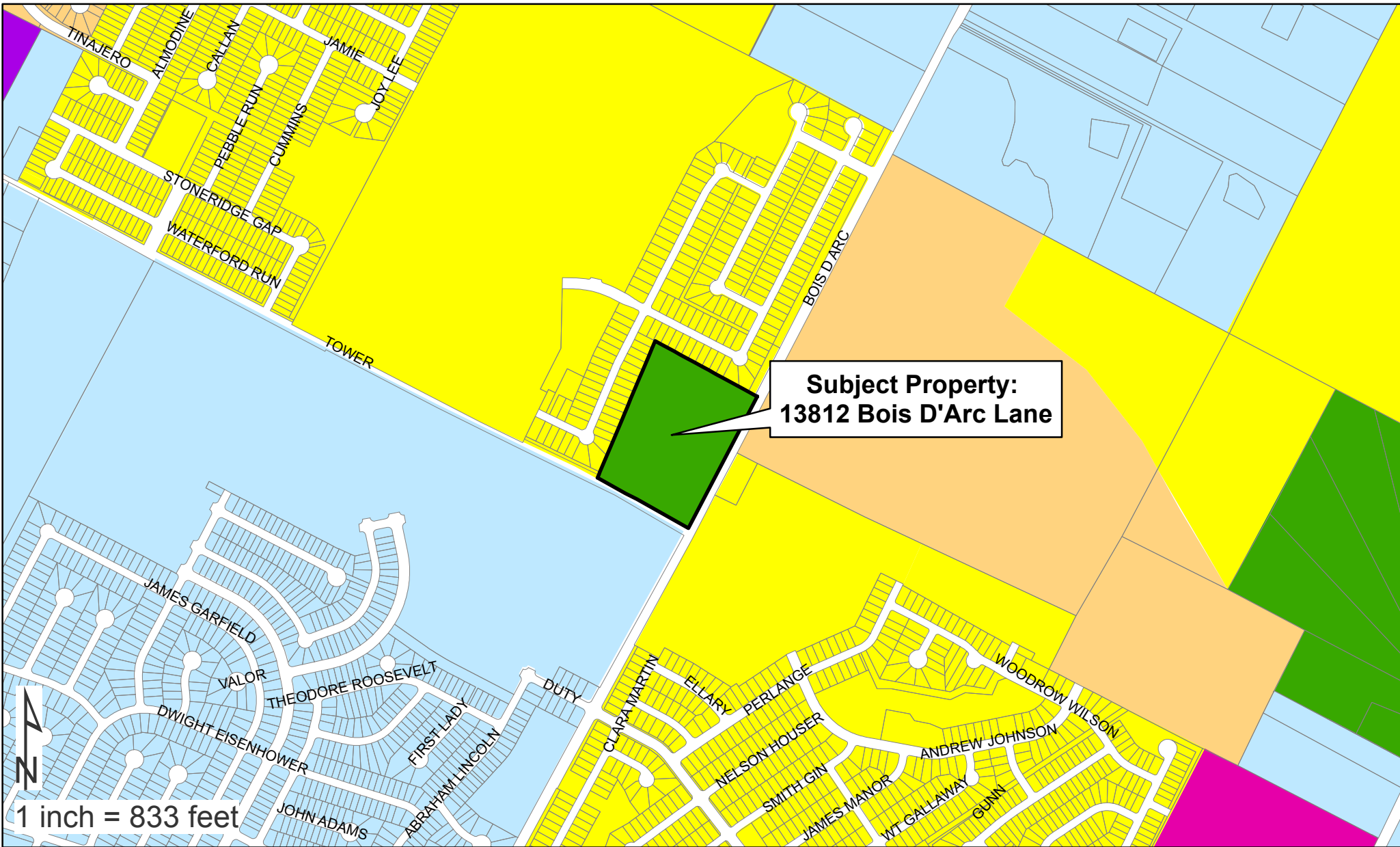
ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Map
Area Image
Notice Letter
Mailing labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve a first reading of an Ordinance rezoning Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, Manor, Texas from Interim Agricultural to Neighborhood Business.

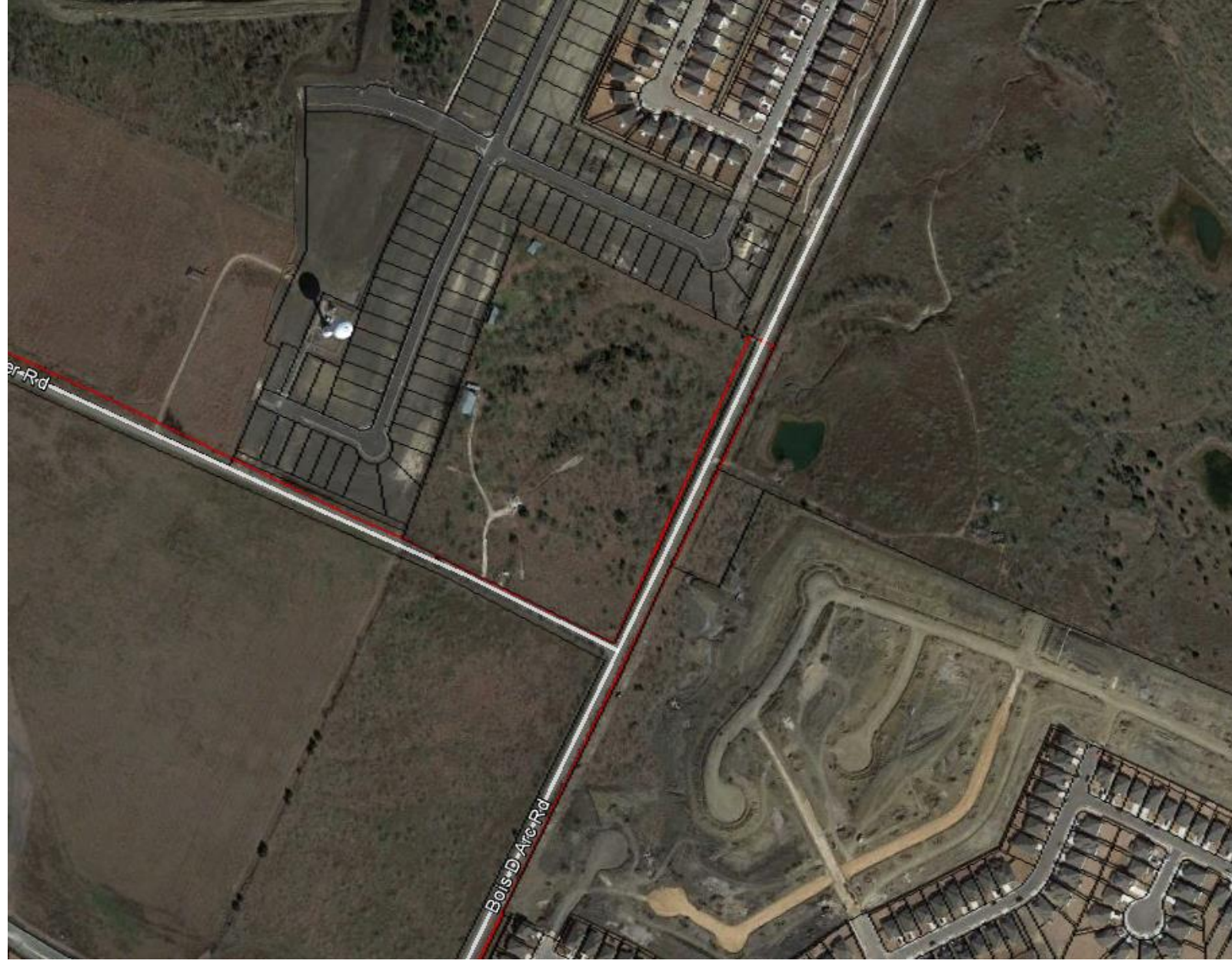
PLANNING & ZONING COMMISSION: ☒ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



Proposed Zoning: **Light Commercial C-1**

Current Zoning District:
Interim Agricultural (A)

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





July 20, 2018

RE: 13812 Bois D'Arc Lane Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting a public hearing to consider a rezoning request for 13812 Bois D'Arc. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

Consideration, discussion and possible action on a rezoning request for Abstract 315, Survey 63 Gates G, 14.64 acres, locally known as 13812 Bois D'Arc Lane, from Interim Agricultural (A) to Light Commercial(C-1).

The Planning and Zoning Commission will convene at 6:30PM on August 8, 2018 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on August 15, 2018 AND September 5, 2018 at 105 E. Eggleston St. in the City Council Chambers.

If you have no interest in the case there is no need for you to attend. You may address any comments to me at the address or phone number listed below. Any communications I receive will be made available to Commission and Council members during the discussion of this item. For your convenience, my email address is sdunlop@cityofmanor.org

Sincerely,

A handwritten signature in blue ink, appearing to be 'Scott Dunlop', is written over the printed name.

Scott Dunlop
Planning Coordinator
512-272-5555 ext. 5

STARLIGHT HOMES TEXAS LLC
10721 RESEARCH BLVD STE B210
AUSTIN, TX 78759-5694

WEST ELGIN DEVELOPMENT CORP
ATTN PETER A DWYER
9900 US HIGHWAY 290 E
MANOR, TX 78653-9720

PRESIDENTIAL MEADOWS L P
% W2 REAL ESTATE PARTNERS
1221 S MOPAC EXPWY STE 355
AUSTIN, TX 78746

LGI HOMES - TEXAS LLC
1450 LAKE ROBBINS DR STE 430
THE WOODLANDS, TX 77380-3294

COLEMAN KEVIN ETAL
901 WESTLAKE DR
WEST LAKE HILLS, TX 78746-4509

SKY VILLAGE KIMBRO ESTATES LLC
2730 TRANSIT RD
WEST SENECA, NY 14224-2523



AGENDA ITEM NO. 7

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 15, 2018

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance accepting 65.00 acres, more or less, of land and abutting streets, roads and rights-of-way into the city's extraterritorial jurisdiction at the request of the landowner.

BACKGROUND/SUMMARY:

This property has voluntarily request to be in Manor's ETJ. The property is contiguous with our current ETJ if we include the Old Highway 20 ROW. ETJ annexations only need one reading of an ordinance accepting the area into our ETJ.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance
Property Description
Petition
Location Map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 524 accepting 65.00 acres, more or less, of land and abutting streets, roads and rights-of-way into the city's extraterritorial jurisdiction at the request of the landowner.

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

ORDINANCE NO. 524

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ACCEPTING 65.00 ACRES, MORE OR LESS, OF LAND AND ABUTTING STREETS, ROADS AND RIGHTS-OF-WAY INTO THE CITY'S EXTRATERRITORIAL JURISDICTION AT THE REQUEST OF THE LANDOWNER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (herein the "City") is a home rule municipality authorized by State law to extend to territory lying adjacent and contiguous to the City; and

WHEREAS, the City received a good and sufficient petition from the landowner to incorporate the land and property hereinafter described in Section 2 into the ETJ of the City; and

WHEREAS, the property and abutting streets, roads and rights-of-way being added to the City's ETJ are adjacent and contiguous to the existing boundaries of the City's ETJ, and are not within the ETJ of any other city; and

WHEREAS, the City Council has at a public meeting considered the landowner's petition and the extension of the ETJ of the City to include the hereinafter described property; and

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

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

Section 2. The following described property (hereinafter referred to as the "Property") is hereby joined and incorporated into the extraterritorial jurisdiction of the City of Manor:

- (a) Being a 65.00-acre tract or parcel of land, situated in the Amos Alexander Survey, Number 22, Travis County, Texas being a portion of those certain tracts of land called First Tract, 30 acres, more or less, and Second Tract, 60 acres, more or less, both tracts described in a deed to Milton G. Baker, recorded in Volume 815, Page 634, Deed Records of Travis County, Texas, and being more particularly showing in "Exhibit A" attached hereto and incorporated for all purposes and including the abutting roads, streets and rights-of-way.

Section 3. The official map and boundaries of the City's extraterritorial boundaries, as heretofore adopted and amended, be and is hereby amended so as to include the Property as part of the extraterritorial jurisdiction of the City of Manor.

Section 4. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED on this 15th day of August 2018.

CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia Tijerina TRMC,
City Secretary

“EXHIBIT A”

Property Description

Being a 65.00-acre tract or parcel of land, situated in the Amos Alexander Survey, Number 22, Travis County, Texas being a portion of those certain tracts of land called First Tract, 30 acres, more or less, and Second Tract, 60 acres, more or less, both tracts described in a deed to Milton G. Baker, recorded in Volume 815, Page 634, Deed Records of Travis County, Texas

FIELD NOTES
FOR A 65.00 ACRE TRACT
IN THE AMOS ALEXANDER
SURVEY NO. 22,
TRAVIS COUNTY, TEXAS

Being a 65.00 acre tract or parcel of land, situated in the Amos Alexander Survey, Number 22, Travis County, Texas being a portion of those certain tracts of land called First Tract, 30 acres, more or less, and Second Tract, 60 acres, more or less, both tracts described in a deed to Milton G. Baker, recorded in Volume 815, Page 634, Deed Records of Travis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found, on the north right-of-way of Littig Road, marking the southeast corner of that certain tract of land called 98.703 acres, as described in a deed to Carrie Collins Holmes and Zan W. Holmes, Jr., recorded in Document No. 2014079660, Official Public Records of Travis County, Texas, also marking the southwest corner of the said First Tract, for the southeast corner hereof;

THENCE, with the west line of the said First and Second Tracts, the following two (2) calls:

With the east line of the said Holmes tract, **N 27° 00' 57" E, 2117.07 feet** to a 5/8" iron rod found marking the northeast corner of the said Holmes tract, also marking the southeast corner of that certain tract of land called 87.68 acres, as described in a deed to Scholl FLP, recorded in Document No. 2007123227, Official Public Records of Travis County, Texas;

With the east line of the said Scholl tract, **N 27° 58' 15" E, 105.70 feet** to a 1/2" iron rod set for the northwest corner hereof;

THENCE, crossing the said Second tract, **S 56° 06' 38" E, 1444.77 feet** to a 1/2" iron rod set, being 40 feet east of and parallel to the east line of the said Second Tract, for the northeast corner hereof;

THENCE, across the said First and Second Tracts, the following two (2) calls:

S 27° 06' 29" W, 1259.88 feet, 40 feet west of and parallel to the east line of the said Second Tract;

S 05° 46' 23" E, 443.59 feet to a 1/2" iron rod set on the north right-of-way of Littig Road, also being on the south line of the said First Tract, for the southeast corner hereof;

THENCE, with the north right-of-way of Littig Road and the south line of the said First Tract, the following four (4) calls:

N 75° 17' 26" W, 680.11 feet to a fence corner post;

N 76° 18' 02" W, 653.72 feet to a 60D nail set at a fence post;

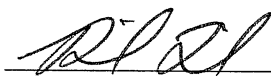
N 78° 45' 34" W, 247.98 feet to a 60D nail set at a fence post;

N 84° 48' 42" W, 145.51 feet to the **PLACE OF BEGINNING** and containing 65.00 acres in all, more or less.

This description is accompanied by a plat of even date.

Bearing basis is based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

I hereby certify that this description is based on an on the ground survey performed under my direction and supervision, in the month of December, 2016, and is true and correct to the best of my knowledge.

 1-20-2017
Richard Fink
Registered Professional Land Surveyor No. 5473



STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

**PETITION & REQUEST FOR THE ACCEPTANCE OF LAND INTO THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF MANOR**

Whereas, the undersigned is the owner(s) of that certain lot, tract or parcel of land in Travis County, Texas, as particularly described hereinafter in Section 2 (the "Property");

Whereas, the Property to be included is not within the extraterritorial jurisdiction ("ETJ") of any other City;

Whereas, pursuant to §42.022(b)&(c), *Tex. Loc. Gov't. Code*, the undersigned seek to have the Property included within the ETJ of the City of Manor ("Manor"); and

Whereas, the undersigned petition and request that the Property be included within the ETJ of Manor;

NOW THEREFORE, the undersigned by this Petition and Request:

Section One. Requests the City Council of Manor to adopt such ordinance or resolution, or to take such other action as is necessary in its judgment, to accept and incorporate the Property into and as part of the ETJ of Manor, effective as of the earliest date deemed legally permissible, i.e. the date this petition is filed with Manor, the date this petition is filed with a public official on behalf of Manor, or the date this petition and request is accepted and granted by the City Council of Manor, whichever date is earliest.

Section Two. Requests the City Council of Manor to adopt an ordinance or resolution, or to take such other action as is necessary in its judgment, to incorporate and include the following described property (the "Property") within the ETJ of Manor, to-wit:

All that certain lot, tract or parcel of land, including the abutting roads, streets and rights-of-way within Travis County, Texas, described or shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section Three. Acknowledges that the undersigned understands and agrees that after Manor accepts the Property as part of Manor's ETJ, the Property will be subject to the rules, regulations and ordinances of Manor that are applicable in its ETJ; and that all future city services to the Property, if any, will be provided by Manor on the same terms and conditions as provided to other similarly situated areas within Manor's ETJ. and, if subsequently annexed by Manor, as provided in the Service Plan adopted at the time of such annexation.

Section Four. Agrees that copies of this Petition and Request may be filed of record in the Real Property Records of Travis County, Texas, in the office of the County Judge of Travis County, Texas, and the offices of the City of Manor; that any true and correct copy of this Petition and Request shall be effective as an original; and that the original or any legible copy of this Petition and Request shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Property.

Executed and Effective on this 13 day of July, 2018.

Owner: Jeffery Wayne Baker

By: Jeffery Wayne Baker
Name: Jeffery Wayne Baker
Title: Mr.
No. of Acres: 64.00 65.00 JB

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jeffery Wayne Baker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

Given Under My Hand and Seal of Office on this the 13 day of July, 2018.

(SEAL)

VR Briones
Notary Public-State of Texas

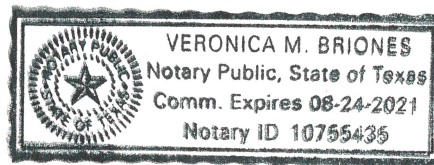
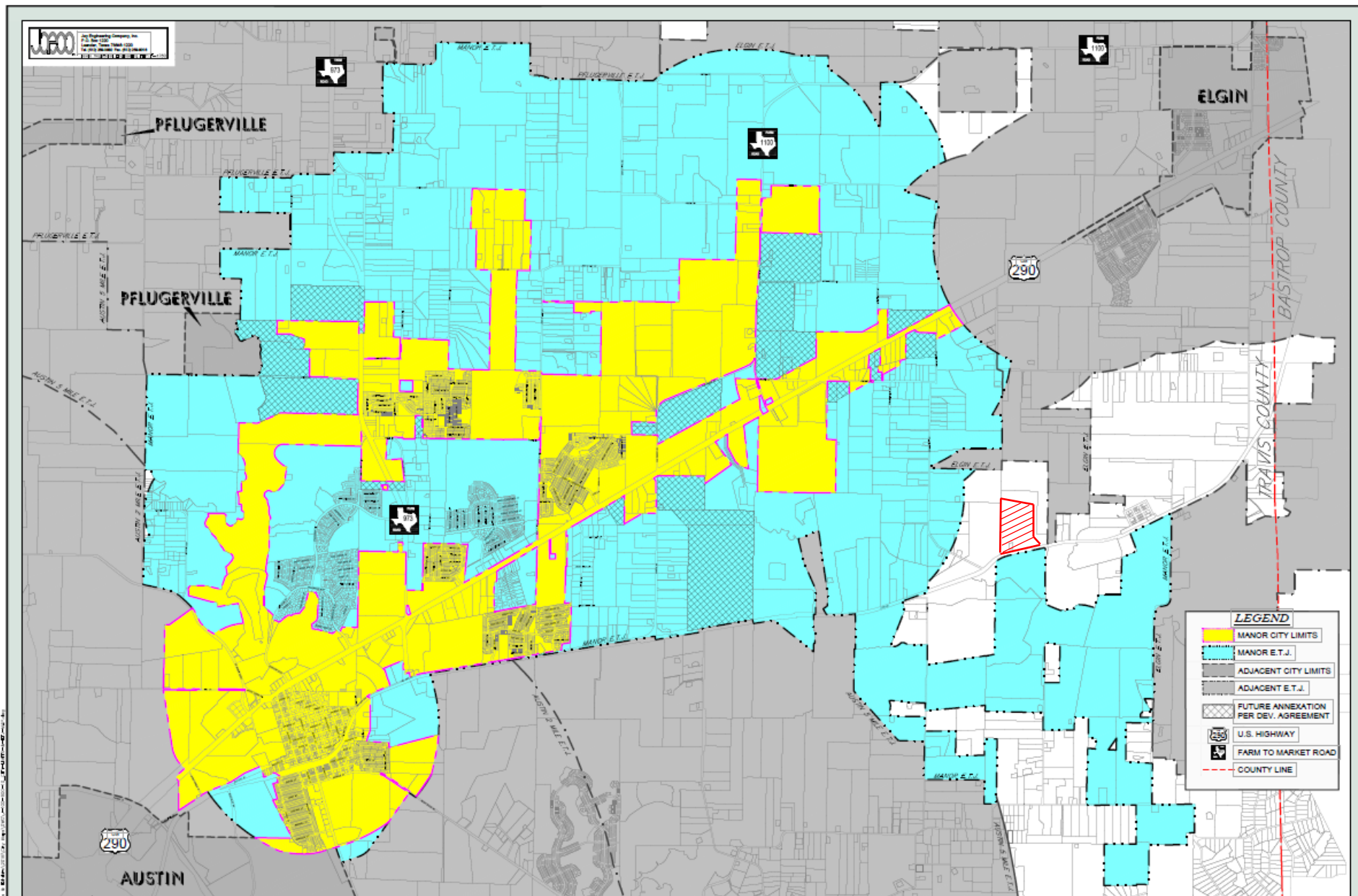


EXHIBIT "A"

(attach survey/metes and bounds description of property)



MANOR CITY HALL
105 E. EGGLESTON ST.
MANOR, TEXAS 78653

Ph: (512) 272-5555

CITY OF MANOR CITY LIMITS & E.T.J. MAP



0 1,200 2,400
SCALE IN FEET

MAP INFORMATION (APPROX. AREA):
City Limits: 6,128.85 AC = 8.18 SQ MI
E.T.J.: 13,349.72 AC = 21.17 SQ MI
Future Annexation Per Development Agreement: 1,162.05 AC
Map Created: June, 2005 Map Updated: January, 2018