



Rita G. Jonse, Mayor  
Gil Burrell, Place 1  
Maria Amezcua, Mayor Pro Tem, Place 2  
Anne Weir, Place 3  
TBA, Place 4  
Deja Hill, Place 5  
Valerie Dye, Place 6

**CITY COUNCIL  
REGULAR MEETING  
AGENDA**

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Wednesday, August 21, 2019

7:00 p.m.

Manor City Hall – Council Chambers  
105 E. Eggleston Street

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**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 7, 2019, Regular Meeting. Lluvia T. Almaraz,  
City Secretary

2. Consideration, discussion, and possible action on the acceptance of the July 2019 Departmental Reports:

Thomas Bolt,  
City Manager

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

## PUBLIC HEARING

3. Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). **Applicant:** Kimley-Horn & Assoc. **Owner:** Las Entradas Development Corporation

Scott Dunlop,  
Asst. Dev. Services  
Director

## REGULAR AGENDA

4. First Reading: Consideration, discussion and possible action on an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1). **Applicant:** Rene Maruri Avilez **Owner:** Rene Maruri Avilez
5. Consideration, discussion and possible action on renewing the contract between the City of Manor and Avesis for the Employee Vision Plan; and Authorization for the City Manager to sign the contract.
6. Consideration, discussion and possible action on renewing the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP); and Authorization for the City Manager to sign the contract.
7. Consideration, discussion, and possible action on a resolution on an Amended and Restated Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista, and the City of Jonestown for Direct Victims Services.
8. Consideration, discussion, and possible action on setting public hearings for the FY 2019-2020 Proposed Annual Budget and 2019-2020 Property Tax Rate.
9. Consideration, discussion, and possible action on an ordinance amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances to adopt Procedures for review, processing, and approval of plats, concept plans, and construction plans.
10. Acknowledge the resignation of Council Member, Place 4 Dr. Larry Wallace Jr. and vacancy.

Scott Dunlop,  
Asst. Dev. Services  
Director

Tracey Vasquez,  
HR Coordinator

Tracey Vasquez,  
HR Coordinator

Thomas Bolt,  
City Manager

Thomas Bolt,  
City Manager

Thomas Bolt,  
City Manager

Thomas Bolt,  
City Manager

11. Consideration, discussion, and possible action on a development agreement regarding Lagos Public Improvement District. Thomas Bolt,  
City Manager

## EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to Section 551.071 and Section 551.087, Texas Government Code to deliberate on an offer of financial economic development incentives; and Section 551.074, Texas Government Code to discuss the City Council, Place 4 vacancy.

## OPEN SESSION

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

12. Take action as deemed appropriate in the City Council's discretion regarding the City Council, Place 4 vacancy. Thomas Bolt,  
City Manager

## 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 Texas Government Code 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 16, 2019, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, 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 [lalmaraz@cityofmanor.org](mailto:lalmaraz@cityofmanor.org)*



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Lluvia T. Almaraz, City Secretary

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the August 7, 2019, Regular Meeting.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

August 7, 2019, Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes of the August 7, 2019, Regular Meeting.

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

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
AUGUST 7, 2019**

**PRESENT:**

Rita G. Jonse, Mayor

**COUNCIL MEMBERS:**

Gil Burrell, Place 1  
Maria Amezcua, Mayor Pro Tem, Place 2  
Anne R. Weir, Place 3  
Dr. Larry Wallace Jr., Place 4  
Deja Hill, Place 5 (Absent)  
Valerie Dye, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia T. Almaraz, City Secretary  
Scott Dunlop, Assistant Development Services Director  
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 Jonse at 7:00 p.m. on Wednesday, August 7, 2019, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Jonse, Gabriel Nila, led the Pledge of Allegiance.

**PUBLIC COMMENTS**

Carolina Barboza, 6711 Carisbrooke Lane, Austin, Texas, spoke before City Council regarding the Key Club at Manor New Technology High School. Ms. Barboza discussed the grant program Nickelodeon offers in September of each year. She expressed the Key Club's interest to volunteer in the community of the City of Manor.

No one else appeared to speak at this time.

## CONSENT AGENDA

1. **Consideration, discussion, and possible action to approve the City Council Minutes of the July 17, 2019, Regular Meeting.**
2. **Consideration, discussion, and possible action to approve a Resolution calling the November 5, 2019, General Election; Authorization of an Election Calendar; and Authorization for the Mayor to sign the Notice of General Election.**

Resolution No. 2019-07: A Resolution of the City Of Manor, Texas, Ordering a General Election to Be Held on November 5, 2019, for the Purpose of Electing a Mayor and Three (3) Council Members of The City Council (Place Nos. 1, 3, And 5); Making Provisions for the Conduct of the Elections; Providing for Other Matters Relating to the Election; and Providing an Effective Date.

3. **Second and Final Reading: Consideration, discussion and possible action on an ordinance amending Ordinance 459 Manor Commons East Planned Unit Development to repeal and replace Exhibit A to rezone 14.64 acres from Commercial-PUD to Commercial PUD/Multi-Family, being located near the intersection of N. FM 973 and Old Hwy 20. Applicant: ALM Engineering, Inc. Owner: Greenview Development 973, LP.**

Ordinance No. 546: An Ordinance of the City Of Manor, Texas, Amending Ordinance 459 by Repealing and Replacing Exhibit "A" to Rezone 14.68 Acres of Land From Commercial-PUD To Commercial PUD/Multi-Family; Making Findings of Fact; and Providing for Related Matters.

Matt Mitchell with ALM Engineering, Inc., 925 S. Capital Texas Hwy, Suite B220, Austin, Texas, submitted a card in support of this item; however, he did not wish to speak but was available to address any questions posed by the City Council.

**MOTION:** Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to approve and adopt all items on the Consent Agenda. The motion carried unanimously.

Council Member Weir advised she would be abstaining from consideration on the following item. The appropriate Conflict of Interest Affidavit has been filled out and filed with the City Secretary.

## REGULAR AGENDA

4. **First Reading: Consideration, discussion and possible action on an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1). Applicant: Rene Maruri Avilez Owner: Rene Maruri Avilez**

The City staff's recommendation that the City Council postpone the first reading of an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1) to the August 21, 2019, Regular Council Meeting.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

City Manager Bolt clarified the difference between a supermajority vote vs a majority vote to overrule the Planning and Zoning Commission recommendation.

The discussion was held regarding the Conflict of Interest for City Council.

**MOTION:** Upon a motion made by Council Member Burrell and seconded by Council Member Dye Council voted five (5) For and none (0) Against to postpone the first reading of an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1) to the August 21, 2019, Regular Council Meeting. Council Member Weir abstained. The motion carried.

**5. Consideration, discussion, and possible action on a Right of Entry Agreement with Cellco Partnership d/b/a/ Verizon Wireless for right of entry to city property located at 901 ½ Burnet Street, Manor, Texas, Lot 1, Block 11 Town of Manor.**

The City staff's recommendation was that the City Council approve a Right of Entry Agreement with Cellco Partnership d/b/a/ Verizon Wireless for right of entry to city property located at 901 ½ Burnet Street, Manor, Texas, Lot 1, Block 11 Town of Manor.

Scott Dunlop, Assistant Development Services Director, was available to address any questions posed by the City Council.

City Manager Bolt discussed the Right of Entry Agreement with Cellco Partnership d/b/a/ Verizon Wireless.

The discussion was held regarding a time limit on the agreement.

The discussion was held regarding the sale of the water tower.

City Manager Bolt explained the rental fee that would be charge to Verizon for the use of the water tower.

**MOTION:** Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Burrell the Council voted six (6) For and none (0) Against to approve a Right of Entry Agreement with Cellco Partnership d/b/a/ Verizon Wireless for right of entry to city property located at 901 ½ Burnet Street, Manor, Texas, Lot 1, Block 11 Town of Manor. The motion carried unanimously.

**6. Consideration, discussion, and possible action on an ordinance amending Ordinance No. 518 by replacing the name of the official newspaper of the City from Manor Community News to The Manor Journal.**

The City staff's recommendation was that the City Council approve Ordinance No. 547 amending Ordinance No. 518 by replacing the name of the official newspaper of the City from Manor Community News to The Manor Journal.

Ordinance No. 547: An Ordinance of The City of Manor, Texas, Amending Ordinance 518 by Replacing the Name of The Official Newspaper of the City from Manor Community News to The Manor Journal; Making Findings of Fact; Providing for Severability; Providing for an Open Meetings Clause and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to approve Ordinance No. 547 amending Ordinance No. 518 by replacing the name of the official newspaper of the City from Manor Community News to The Manor Journal. The motion carried unanimously.

**7. Consideration, discussion, and possible action on the appointment of a Chairperson on the Park Committee to serve a one- year term.**

The City staff's recommendation was that the City Council appoint Mayor Pro Tem Maria Amezcua to Chairperson on the Park Committee to serve a one-year term.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to appoint Mayor Pro Tem Amezcua to Chairperson on the Park Committee to serve a one-year term. The motion carried unanimously.

**8. Consideration, discussion, and possible action on the Community Development Manager title.**

The City staff's recommendation was that the City Council approve the reinstatement of the Community Development Manger title maintaining the current pay scale and replace the Main Street Manager title.

City Manager Bolt discussed the Community Development Manager title and explained the previous title of the Main Street Manager.

**MOTION:** Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve the reinstatement of the Community Development Manger title maintaining the current pay scale and replace the Main Street Manager title. The motion carried unanimously.

**9. Consideration, discussion, and possible action on professional services to be paid out of Hotel Occupancy Tax for the City of Manor Cemetery.**

The City staff's recommendation was that the City Council approve \$9,995.00 for the work completed in this phase payable to Rick Travis Cemetery Services using Hotel Tax Funds.

City Manager Bolt discussed the repair services provided to the city regarding the city's cemetery.

The discussion was held regarding the remaining head stones that need repair in the cemetery.

Mayor Jonse expressed the community's appreciation for maintaining the city's cemetery.

Council Member Burrell inquired about extending the cemetery 2 acres east to the city owned property. City Manager Bolt stated he currently did not know the state law requirements or regulations for a cemetery extension, but he would get more information for Council.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to approve \$9,995 for the work completed in this phase payable to Rick Travis Cemetery Services using Hotel Tax Funds. The motion carried unanimously.

**10. Consideration, discussion, and possible action on amending the City of Manor's Public Improvement District (PID) Policy.**

The City staff's recommendation was that the City Council approve the amendment to the City of Manor's Public Improvement District (PID) Policy.

City Manager Bolt discussed the proposed amendments to the current PID Policy.

**MOTION:** Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve the amendment to the City of Manor's Public Improvement District (PID) Policy. The motion carried unanimously.

Mayor Jonse adjourned the regular session of the Manor City Council into Executive Session at 7:25 p.m. Wednesday, August 7, 2019, in accordance with the requirements of the Open Meetings Law.

## EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 3, and Place No. 4*, at 7:25 p.m., on Wednesday, August 7, 2019, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 8:10 p.m. on Wednesday, August 7, 2019.

## OPEN SESSION

The City Council reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:10 p.m. on Wednesday, August 7, 2019, 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.

**MOTION:** Upon a motion made by Council Member Dr. Wallace Jr. and seconded by Mayor Pro Tem Amezcua the Council voted four (4) For and two (2) Against to appoint Philip Tryon to Place No. 3, and Isaac Rowe to Place No. 4 of the Planning and Zoning Commission. Council Member Burrell and Council Member Weir voted against. The motion carried.

## ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8:11 p.m. on Wednesday, August 7, 2019.

These minutes approved by the Manor City Council on the 21<sup>st</sup> day of August 2019.

## APPROVED:

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Rita G. Jonse  
Mayor

## ATTEST:

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Lluvia T. Almaraz, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the July 2019 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Development Services Director
- 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 2019 Departmental Reports

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve and accept the July 2019 Departmental Reports.

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

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# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

8/21/2019

July 2019

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1459	1547	5.6↓	Patrol Car Rental
Average CFS per day	47	49.9	5.8↓	Last Month \$975
Open Cases	13	34	61.7↓	YTD \$22,445
Charges Filed	51	57	10.5↓	
Alarm Responses	58	48	20.8↑	
Drug Cases	5	40	87.5↓	
Family Violence	21	8	162.5↑	
Arrests Fel/Misd	9FEL/42 MISD	25FEL/32 MISD	64FEL↓/31.2MISD↑	
Animal Control	31	41	24.3↓	
Traffic Accidents	22	29	24.1↓	
DWI Arrests	13	12	8.3↑	
Traffic Violations	579	690	16.0↓	
Impounds	55	116	52.5↓	
Ordinance Violations	38	34	11.7↑	
Victim Services Cases	52	35	48.5↑	
Total Victims Served	56	46	21.7↑	
Laboratory Submissions	9	11	18.1↓	

Notes:

\*DNA- DATA NOT AVAILABLE



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

July 1-31, 2019

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$2,300.00	\$172.00	
Commercial Tenant Finish-Out	2	\$47,100.00	\$1,122.00	Bud-ees Smoke/Vape, Libation Station
Commercial Sign	2	\$11,440.00	\$444.00	
Residential Electrical	13	\$227,681.53	\$1,251.00	
Residential Irrigation	17	\$33,704.18	\$1,819.00	
Residential Mechanical/HVAC	4	\$19,000.00	\$428.00	
Residential Fence	2	\$45,000.00	\$214.00	
Residential New	50	\$13,640,373.55	\$281,110.20	
Residential Plumbing	4	\$10,622.00	\$426.00	
Residential Deck/Patio	2	\$8,000.00	\$274.00	
Residential Swimming Pool/Spa	2	\$73,000.00	\$529.00	
Residential Foundation	1	\$15,000.00	\$97.00	
Totals	100	\$14,133,221.26	\$287,886.20	

Total Certificate of Occupancies Issued: 50

Total Inspections(Comm & Res): 1,401

*Tom Bolt, City Manager*

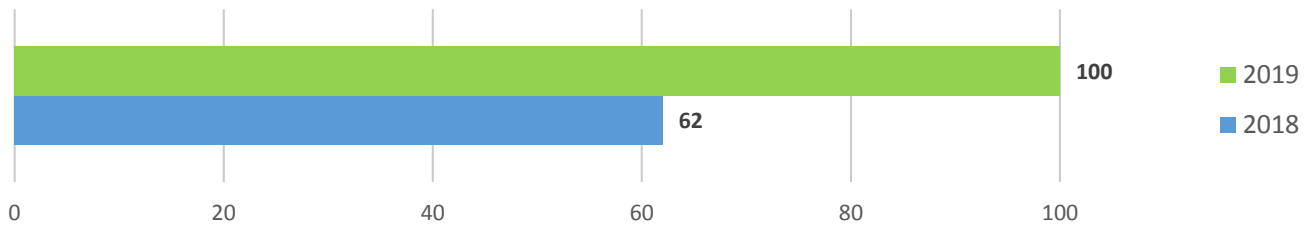




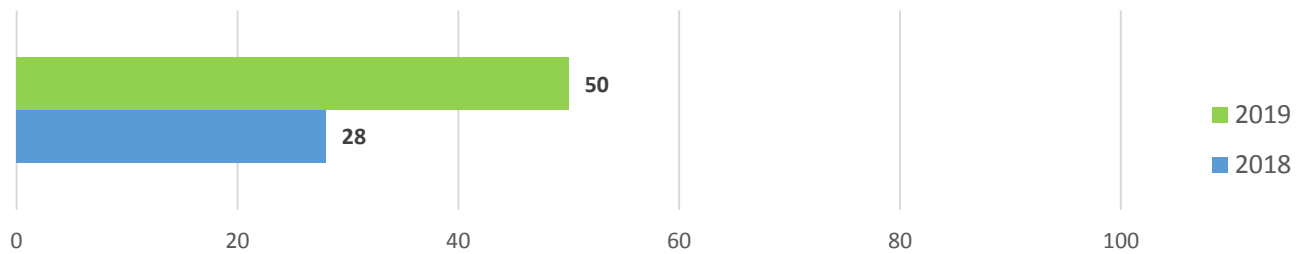
*July 2019*

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR

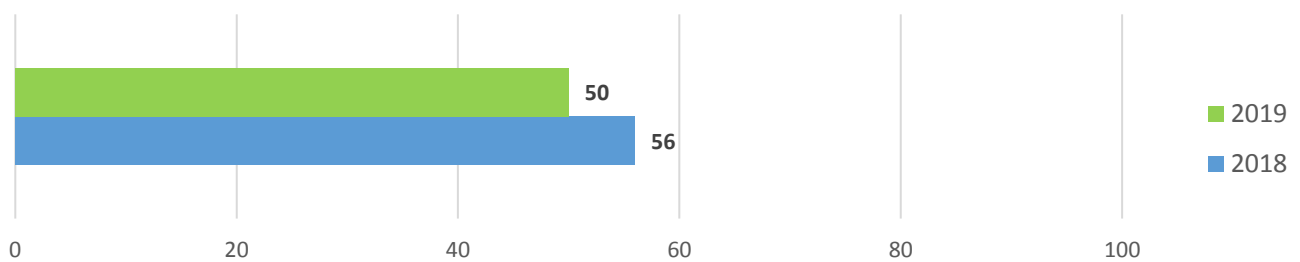
### PERMITS ISSUED



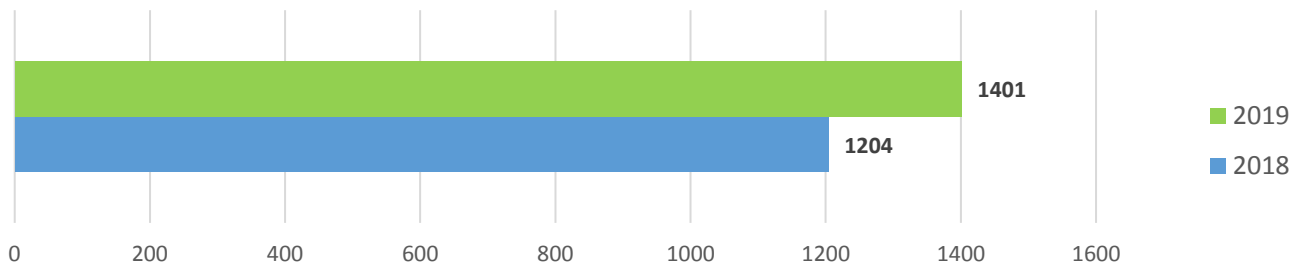
### RESIDENTIAL NEW PERMITS



### COs ISSUED



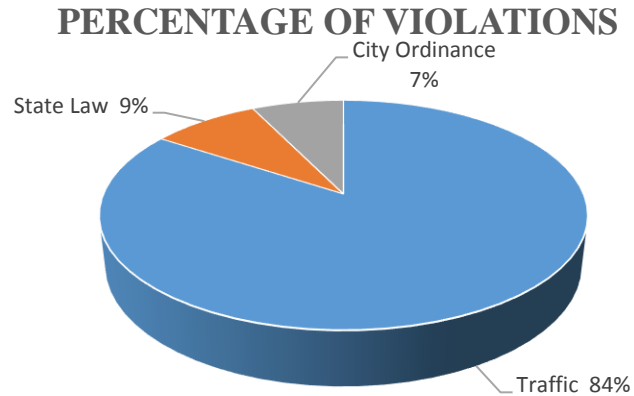
### INSPECTIONS



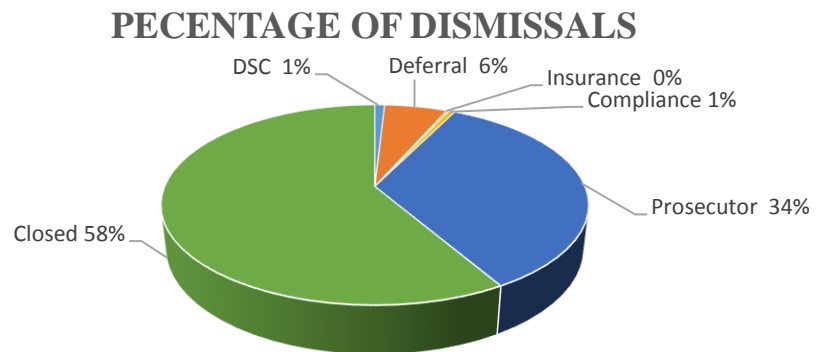
# City of Manor Municipal Court

## JULY 2019

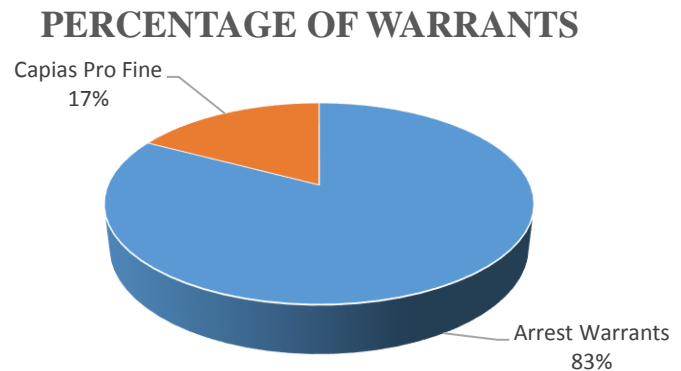
Violations Filed	Jul-19	Jul-18
Traffic	336	428
State Law	34	45
City Ord.	29	16
<b>Total</b>	<b>399</b>	<b>489</b>



Dismissals	Jul-19	Jul-18
DSC	13	27
Deferral	83	54
Insurance	3	10
Compliance	8	9
Prosecutor	503	34
Closed	856	391
<b>Total</b>	<b>1466</b>	<b>525</b>



Warrants	Jul-19	Jul-18
Arrest Warrants	250	256
Capias Pro Fine	52	45
<b>Total</b>	<b>302</b>	<b>301</b>



**Money Collected in July 2019**

Kept By City	\$48,431.67
Kept By State	\$19,642.08
<b>Total</b>	<b>\$68,073.75</b>

**Money Collected in July 2018**

Kept By City	\$43,272.02
Kept By State	\$21,642.04
<b>Total</b>	<b>\$64,914.06</b>



# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: August 21, 2019  
**RE: July Monthly Report**

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## **Public Works Department**

### **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 38% of the water we supplied to our residents was from our wells, and we purchased 54% from EPCOR and Manville WSC. In July, the estimated population of residents in the City of Manor is 12,950. Estimated population for ShadowGlen is 3,699 residents.

### **Subdivision Inspections**

- Street Inspections- 7
- Water Inspections- 6
- Wastewater Inspections- 3

## Street and Parks July 2019 Report

### Daily Duties and Projects 7/1/2019-7/31/2019

- 7/1/2019- The streets department and the police department work together on multiple occasions. On this day more speed limit signs were added to W. Parsons St., to ensure speeding motorists were fairly warned to slow down before entering town. Old aging signs were replaced with high reflectivity signs and additional signs were added.
- 7/2/2019- Playground safety is very important to the City of Manor. Any area on the playground equipment that has a flat surface of a 2"x2" is considered an area a child can fall from. It is called the critical height of a playground. In order to help soften the fall the playground surfacing has to be a minimum depth of 9". The city adds 10 yards of surfacing 2x per year on every city owned playground to ensure we meet the standards.
- 7/3/2019- Small trees that grow in drainage ditches become very large trees, if not managed while they're young. Typically, the trees will be left up to the homeowner to remove seeing they maintain the property up to the street. Some areas around town are vacant lots that seem to go unnoticed and not maintained on a regular basis. These are the lots the city will go in and get all small trees cut out of the ditches to avoid drainage issues.
- 7/9/2019- As we all know Hamilton Point will be getting a street makeover in the month of September. Before the micro-chip seal goes down on the streets, all cracks existing on the road now will need to be sealed. All the crack sealing will be done by city staff. All crack sealing will need to be completed by mid-month of September.
- 7/9/2019- The day has arrived, and E. Wheeler St. is finally getting replaced. For the next few weeks Wheeler St. will be getting torn out, sub-grade replaced, and fresh new asphalt laid on top.
- 7/10/2019- As we all know, downtown west of Lexington ditches was re-graded for drainage. Revegetation is key to not allow dirt to wash out and end up downstream from the projected area. 1 block south of the graded ditches the city noticed a silt build up holding water back. The streets department jumped into action to remove all silt and form the ditch back to original grade.
- 7/11/2019- All dead ends inside the city of Manor should have some type of reflective barrier to warn drivers of what is ahead. There are unfortunately still some dead ends in need of attention. On this day reflective barriers were installed at the end of W. Eggleston.
- 7/15/2019- I do understand the windstorm occurred in the month of June but the city is still feeling the effects in the month of July. On this day more trees that were knocked down next to the city cemetery were removed and chipped. This particular tree that was blown down took out some of the cemetery fence and will have to be replaced in the near future.

- 7/16/2019- The Art Park has been a work in progress. After removing 50 yards of concrete that was underground, rebuilding the soil profile has been a task as well. Putting soil back in to replace the concrete and topping the area with nice chocolate loam was done on this day. This should be suitable soil for future trees and plants.
- 7/17/2019- Now that the Public Works Department has moved down to 547 Llano St., the old maintenance yard is being used for police force vehicles. On this day the streets department assisted on leveling the area behind the police department, allowing more room for emergency vehicles.
- 7/18/2019- 2 crape myrtles were planted at the art park a couple of months back to test the soils that were put in by city staff. After seeing the 2 trees flourish, we then decided to add the remaining 6 crape myrtles. The art park is starting to take shape and will be a really neat place to pass some time.
- 7/18/2019- N. Lexington as we know has a golf cart crossing for the golf course. Warning motorists and making sure the golf cart drivers are at full attention can be stressful for both. Additional signs for both parties were installed to assist on safety. Calming devices are set to be installed in the near future on the streets.
- 7/19/2019- 1 acre of sod was installed in Timmermann Park during the month of May. Prior to the grass being installed the city staff installed a large irrigation system to accommodate the grass. Over time the trenches will settle and create a small dip in the grass. On this day masonry fine sand was used to top dress all trenches to bring the grass back to level. The project was successful and more top dressing will be needed in the near future.
- 7/19/2019- As you may know algae in ponds can be a nuisance. The only way to control algae is to use an aquatic herbicide that will kill the algae and eventually sink to the bottom. This herbicide was used on this day at Bell Farms pond.
- 7/22/2019- This was the day of E. Wheeler paving. The road came out great and 1 more street closer to changing Manor.
- 7/22/2019- Potholes around town are going to happen. On this day the streets department loaded up with 2 tons of asphalt and filled every pothole they could find.
- 7/23-24/2019- With this Texas heat on us, nothing newly planted will survive without irrigation. With 8 new crape myrtles planted at the art park and future plants coming soon an irrigation system had to be installed. On this day, spray heads were installed for future grass, and 8 bubblers were installed for all 8 trees. There is no excuse to lose any trees or plants at this location.
- 7/24-25/2019- The streets department continued these days filling potholes and patching bad areas on the roads. 2 more tons of asphalt were used on these days.

- 7/26/2019- With all this irrigation talk, irrigation checks are very important. The parks staff when the time is allowed will go around to every location irrigation exist. Top notch irrigation checks are performed to ensure systems are running 100% efficient.
- 7/26/2019- Overgrown allies can be a nuisance to city staff and neighboring homes. Hackberry trees can grow just like weeds. Managing these rapidly growing trees can be a challenge but will continue to be on our radar to manage. On this day several hackberries were removed on Boyce alley.
- 7/29-31/2019- If there is one area of maintenance that has stood out to me, it would be how many sidewalks have been repaired. Between sidewalks being leveled and lifted or just torn out to be replaced, the city staff has done an amazing job. It will not take over night to correct the sidewalk issue but in a short time we have done leaps and bounds. Wildhorse Creek will be on the radar in the near future.

#### **Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.**

Presidential Heights Phase 5- The city had its first pre-construction meeting for phase 5. Excavation will begin this month.

Presidential Heights Phase 3&4- Phase 3 is almost completely built out and closing on their amenity center. Phase 4 had some contractor issues along the way but seem to be back on track. Home building will begin here in the next month.

Stonewater North Phase 1&3- Homes are being built in phase 1. Phase 3 roads and utilities are in and awaiting home building.

Stonewater North Phase 2- The city had its first pre-construction meeting for phase 2. Ground-breaking has already began and will move fast.

Presidential phase 7- Phase 7 is close to all homes being completed.

Lagos Phase 1- Homes are continuing to go up and regular inspections are done on a weekly basis. The subdivision has done a great job on keeping all sites clean.

Manor Commons- All roads are paved, and Timmermann Park is complete. Most of the open land is revegetated and on a weekly mowing schedule. The park is turning into a very nice area for the citizens of Manor to enjoy.

## Water Monthly Report July 2019

For the month of June, the Water Department had 51 service calls, 3 repair jobs, 17 maintenance jobs, 6 inspections, and flushed all dead-end mains.

### Service calls

401 North Caldwell - Brown water call- water was clear customer was notified by RM 7-1-19.  
12101 Canton Court - Customer stated odor in water - no odor was detected notified customer by FZ,CD,AM 7-2-19.  
101 Caldwell Street- Customer wanted to shut service off so they could make repairs shut off service by CD 7-2-19.  
19712 Woodrow Wilson - Turn on reading 53 by CD 7-3-19.  
12410 Timber Arch- City side pressure good at 52 psi notified customer by RM 7-5-19.  
19209 Revolutionary Trl. - Connect service and read-55 by RM 7-5-19.  
13709 Nelson Houser- Leave on and read-43 by RM 7-5-19.  
13229 Cabinet- Connect service and read-32 by CD 7-8-19.  
19232 Ellary Ln- Reconnect and read- by CD 7-10-19.  
306 East Eggleston- check for leak - No leaks found notified customer by leaving door tag by CD 7-9-19.  
13408 Ring Drive- Low pressure call - city side was good at 58 psi notified customer by RM 7-8-19.  
19301 Nathan Scott- Check on temporary gate cars driving thru- found one site of gate was open spoke with contractors to make sure and keep gate closed and locked when not working on site by JT,RM 7-10-19.  
1900 Samuel Welch and Tower road -Set a 1" digital read for irrigation id-54074592 ecoder-1546926456.  
13205 Ring Drive- Brown water call - no brown water found - notified customer water was clear by RM,AM 7-15-19.  
16613 Hamilton Point- Low water pressure call- city side was good at 75 psi notified customer by RM,CD 7-17-19.  
11509 Liberty- Low water pressure call - city side was good at 40 psi- left door tag to notify customer by FZ,AM 7-19-19.  
19209 Ellary Ln - No water call - city side had water notified customer by by RM 7-19-19.  
12925 Ring- Brown water call- Flushed main until it cleared by CD 7-26-19.  
12821 Carillon Way - Brown water call - flushed main until cleared by CD 7-26-19.  
13109 Pealing Way - Brown water call - flushed main until it cleared by CD 7-26-19.  
13309 Marie Ln - Leave on and read-70 by RM 7-26-19.  
107 East Brenham- Connect service and read-144 by RM 7-26-19.  
18136- Canopy ln - Disconnect water and read-45 by RM 7-26-19.  
19609 Hubert R Humphrey -New renter/owner leave on and read-8 by RM 7-26-19.  
303 E. Eggleston St Apt 3 - Leave on and read-127 by RM 7-26-19.  
13109 Pealing Way - Brown water - water was clear notified customer by RM 7-29-19.  
11507 Carrie Manor- Turn on by RM 7-26-19.  
307 East Eggleston - Turn on by RM 7-26-19.  
503 North Burnet -Turn on by RM 7-26-19.  
16025 Hamilton Point -Turn on by RM 7-26-19.  
12102 Canton -Turn on by RM 7-26-19.  
12007 Bastrop-Turn on by RM 7-26-19.  
18220 Canopy-Turn on by RM 7-26-19.  
18221 Maxa- Turn on by RM 7-26-19.  
12106 Timber Arch- Turn on by RM 7-26-19.



12317 Jamie Drive- Turn on by RM 7-26-19.  
13513 Robert Wagner St.-Turn on by RM 7-26-19.  
12415 Walter Vaughn -Turn on by RM 7-26-19.  
18208 Gallant St.-Turn on by RM 7-26-19.  
19201 Revolutionary St.-Turn on by RM 7-26-19.  
19420 Smith Gin -Turn on by RM 7-26-19.  
12925 Carillon way -Turn on by RM 7-26-19.  
13221 High Sierra- Turn on by RM 7-26-19.  
19817 Per Lange St.-Turn on by RM 7-26-19.  
16704 Trevin Cove- Turn on by RM 7-26-19.  
13512 Arthur Vandenberg -Turn on by RM 7-26-19.  
19924 Woodrow Wilson- Turn on by RM 7-26-19.  
16720 Jaron Drive- Turn on by RM 7-26-19.  
11402 Dimmit St.- Turn on by RM 7-26-19.  
18501 Maxa St.- Turn on by RM 7-26-19.  
12010 Rip Rap St. - Brown water call- water was clear notified customer by RM 7-29-19.

## **Repairs**

800 Blk North Caldwell by Texas Traditional BBQ - Repaired a 2" main break by RN,CD,AM 7-8-19.  
Excel Construction office @ 500 Blk Llano St. - set a 5/8 temporary water for Excel Construction office meter id-37670556 ecode-1550463046 by FZ,AM 7-25-19.  
11215 US HWY 290 East (sonic Drive In)- Repaired a 1" service line leak by FZ,CD,AM 7-26-19.

## **Maintenance**

Brenntag - Ordered 5 cl2 bottles 150lbs for Clearwell at 5311 Gilbert Lane by JT 7-2-19.  
Manor Commons on Ring Drive- Replaced broken meter box for flush point by 2nd light pole by FZ,CD,AM 7-2-19.  
East Elevated Tower- Replaced faded City of Manor contact information sign by 7-3-19.  
609 East Browning- Weed eat around fire hydrant by CD,AM 7-12-19.  
Browning and North LaGrange- Weed eat around fire hydrant and painted valve blue by CD,AM 7-12-19.  
North Bastrop and Murray St. - Weed eat around water valve and straighten up valve sign by CD,AM 7-12-19.  
432 Parsons- Clear brush off of fire hydrant by CD, AM 7-12-19.  
408 Parsons- Clear brush off of fire hydrant by CD, AM 7-12-19.  
West side of Town Murray Street to Parsons between Bastrop and Lexington - Painted fire hydrants by FZ,CD 9-15-19.  
East Side of Town Lexington Lockhart Street- Painted fire hydrants by AM,RM 9-16-19.  
209 West Parsons - Straighten up water valve sign y 9-16-19.  
Caldwell and Parsons- Painted water valves near stop sign by CD,AM 7-16-19.  
Boyce and Caldwell - Painted water valve by CD,AM 7-16-19.  
Bastrop and Lapoynor -Painted water valve by CD,AM 7-16-19.  
Bastrop and Liberty- Painted water valve by CD,AM 7-16-19.  
End of South Bastrop St. -Painted water valve by CD,AM, 7-16-19.  
11215 US HWY 290 East - Called locates so we can make repairs on main leak by FZ,CD 7-24-19.

**Inspections**

1900 Samuel welch way - 12 x 1 water tap by Amenity Solutions for irrigation by JT, RM 7-10-19.

Gregg Lane - Water main by Sky Blue Utilities by RM 7-15-19 to 7-22-19.

Shadow Glen section 17 - Water main and services by JL Gray Construction by JT 7-22-19 to 7-29-19.

Gregg Lane - Water main by Sky Blue Utilities by JT 7-22-19 to 7-29-19.

Stonewater North Phase 2 - Started meeting with Liberty Civil Construction JT, AM, PG 7-25-19.

Gregg Lane - Water main by Sky Blue Utilities by RM 7-22-19 to 7-29-19.

## **Wastewater Monthly Report July 2019**

For the month of June, the Wastewater Department had 1 service call, 1 repair job, 7 maintenance jobs and 3 inspections.

### **Service Calls**

14410 Cummins Way - Sewer clog - clog was cleared also called locates so we can make repairs by CD,7-9-19.

### **Repairs**

307 West Boyce -Installed a new wastewater tap, run a new service and install a clean out on the property line for new house at 307 West Boyce by FZ, CD, AM 7-18-19.

### **Maintenance**

Brenntag - Ordered 2 totes of alum for WWTP by JT 7-2-19.

Hamilton Point Subdivision - Hydro jet manholes for maintenance on Hamilton point circle by FZ,AM,DD 7-2-19.

Wildhorse Creek Lift Station- Replaced city of manor contact information sign by 7-2-19.

14410 Cummins Way- Called locates so we can make repairs on connection where city side meets customer side by CD 7-9-19.

203 South Lampasas - Cleaned brush from around manhole by CD,AM 7-12-19.

Brenntag- Ordered 6 cl2 150 lbs. for Wastewater Plant by JT 7-25-19.

Wilbarger WWTP - High aeration alarm - blow out center well clean out rags by RM 7-27-19.

### **Inspections**

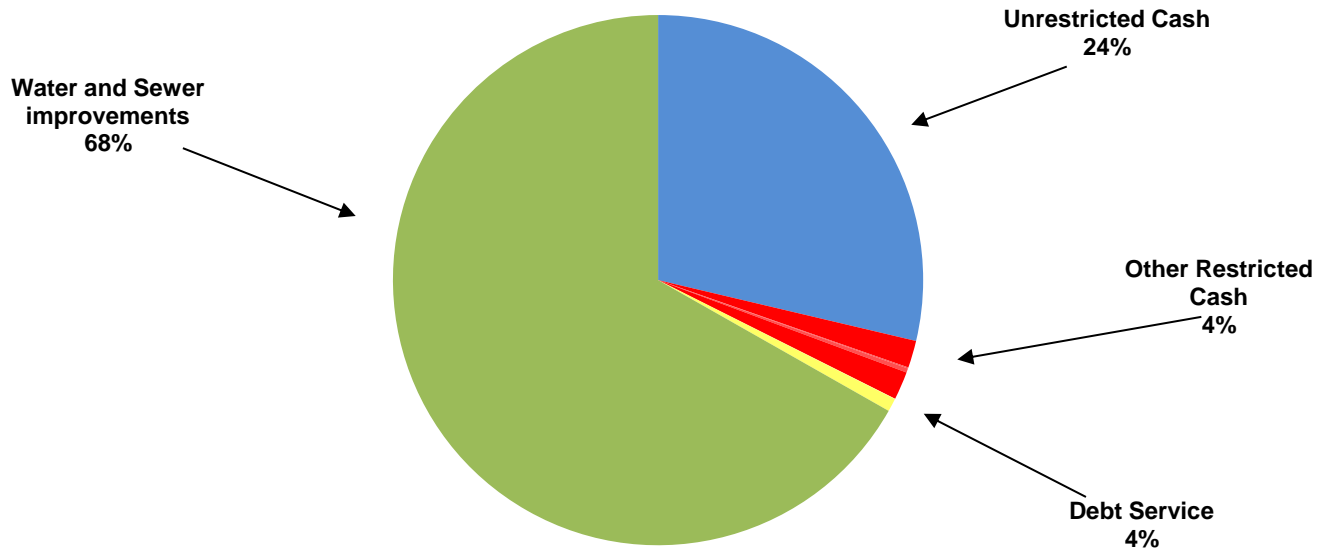
ShadowGlen section 17 - Wastewater main and services by JL Gray Construction by RM 7-15-19 to 7-19-19.

ShadowGlen section 17 - Wastewater main and services by JL Gray Construction by RM 7-22-19 to 7-29-19.

Stonewater North Phase 2 - Start up meeting with Liberty Civil Construction by JT,AM,PG 7-25-19.

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of July, 2019**

	<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>
<b>CASH AND INVESTMENTS</b>						
Unrestricted:						
<b>Cash for operations</b>	\$ 2,902,933	\$ 7,211,022			\$ -	\$ 10,113,955
Restricted:						
<b>Tourism</b>				584,030		584,030
<b>Court security and technology</b>	22,675					22,675
<b>Rose Hill PID</b>				90,470		90,470
<b>Customer Deposits</b>		606,670				606,670
<b>Park</b>	8,800					8,800
<b>Debt service</b>			281,881			281,881
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		15,468,881		8,075,649		23,544,529
<b>TOTAL CASH AND INVESTMENTS</b>	<u><u>\$ 2,934,409</u></u>	<u><u>\$ 23,286,573</u></u>	<u><u>\$ 281,881</u></u>	<u><u>\$ 8,750,149</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 35,253,011</u></u>



**Overview of funds:**

\$ 100,514.69 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 21, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1). Applicant: Kimley-Horn & Assoc. Owner: Las Entradas Development Corporation

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### BACKGROUND/SUMMARY:

This rezoning is for the portion of Las Entradas north of 290. They are seeking to expand Light Commercial (C-1) acreage, add Multi-Family (R-3) and diminish single family (R-2). There are ongoing PID negotiations that the city council and staff are engaged in with the developer and as part of that discussion land use and proposed commercial square footages are being discussed. After discussions with City Council and staff the developer is revising their land use plan to add additional Light Commercial to Las Entradas north and Neighborhood Business to Las Entradas South (future requests).

Planning Commission voted 5-0 to approve

PRESENTATION: ☐ YES ☒ NO

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

Ordinance  
Letter of Intent  
Rezoning Map  
Notice Letter  
Mailing Labels

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct the public hearing and approve the first reading of an ordinance rezoning 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1).

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 SINGLE FAMILY (R-2) AND LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY (R-3) AND LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

**Section 2. Amendment of 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 Single Family (R-2) and Light Commercial (C-1) to zoning district Multi-Family (R-3) and Light Commercial (C-1). The Property is accordingly hereby rezoned to Multi-Family (R-3) and Light Commercial (C-1).

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

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_ day of \_\_\_\_ 2019.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of \_\_\_\_ 2019.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse, Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz TRMC, City Secretary

**EXHIBIT “A”**

Property Address:  
Las Entradas North

Property Legal Description:  
(Following Pages)

**A METES AND BOUNDS  
DESCRIPTION OF A  
12.600 ACRE TRACT OF LAND**

**BEING** a 12.600 acre (548,856 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of that certain 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

**COMMENCING** at a 1/2 inch iron rod with plastic cap stamped "Capital Surveying Co. Inc." found on the southwesterly right-of-way line of Hill Lane (55 foot wide) marking the northern-most corner of that certain 49.657 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2006119671 of the Official Public Records of Travis County;

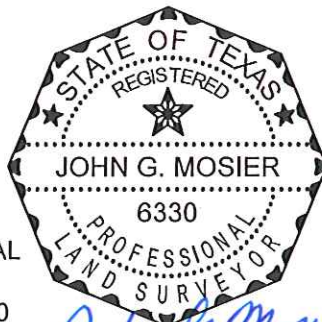
**THENCE**, North 63°12'35" West, 124.59 feet along the southwesterly right-of-way line of said Hill Lane to a 1/2 inch iron rod with plastic cap stamped "KHA" set marking the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, crossing into the said 104.825 acre tract the following six (6) courses and distances:

1. South 35°38'14" West, 223.35 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner;
2. South 14°21'46" East, 399.77 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner on the northwesterly right-of-way line of Genome Drive (60 foot wide);
3. in a southwesterly direction along the said northwesterly right-of-way line of Genome Drive, along a non-tangent curve to the left, a central angle of 5°12'09", a radius of 500.00 feet, a chord bearing and distance of South 76°43'41" West, 45.38 feet, and a total arc length of 45.40 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set at a point of tangency;
4. South 74°07'37" West along the said northwesterly right-of-way line of Genome Drive at a distance of 271.92 passing the terminus of the said northwesterly right-of-way line; continuing for a total distance of 582.83 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner;
5. North 14°21'46" West, 708.33 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner;
6. North 35°38'14" East, 417.51 feet to a 1/2 inch iron rod with plastic cap stamped "KHA" set for corner on the southwesterly right-of-way line of aforesaid Hill Lane;

**THENCE**, South 63°12'35" East, 636.51 feet along said right-of-way line of Hill Lane to the **POINT OF BEGINNING** and containing 12.600 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

**EXHIBIT OF  
12.600 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS**



JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

**Kimley»Horn**

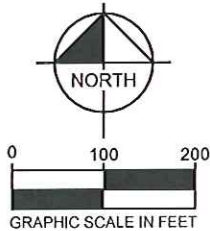
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	CAD	JGM	April 15, 2019	06924741	1 OF 2





24.8354 ACRES  
MANOR  
INDEPENDENT  
SCHOOL DISTRICT  
VOL.12597, PG.1543  
OPRTC

21.5801 ACRES  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
VOL.12597, PG.1548  
OPRTC

**12.600 ACRES**  
**548,856 SQ. FT.**

$\Delta=5^{\circ}12'09''$   
 $R=500.00'$   
 $L=45.40'$   
 $CB=S76^{\circ}43'41''W$   
 $C=45.38'$

104.825 ACRES  
LAS ENTRADAS  
DEVELOPMENT  
CORPORATION  
DOC# 2007002485  
OPRTC

P.O.B.  
IRSC

P.O.C.  
IRFC  
"CAPITAL  
SURVEYING"

GENOME DRIVE

TILGANG PASS

GG MANOR ROAD  
2013102647 OPRTC



*John G. Mosier*  
*4-15-2019*

EXHIBIT OF  
12.600 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

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Scale  
1" = 200'

Drawn by  
CAD

Checked by  
JGM

Date  
April 15, 2019

Project No.  
06924741

Sheet No.  
2 OF 2

**A METES AND BOUNDS  
DESCRIPTION OF A  
9.858 ACRE TRACT OF LAND**

**BEING** a 9.858 acre (429,398 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of a called 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

**COMMENCING** at a 5/8 inch iron pipe found on the southwesterly right-of-way line of Hill Lane (55 foot wide) marking the northwestern-most corner of said 104.825 acre tract, same being the northeastern-most corner of a called 275.66 acre Tract 3 described in instrument to Butler Family Partnership, Ltd. in Volume 12271, Page 872 of the Official Public Records of Travis County;

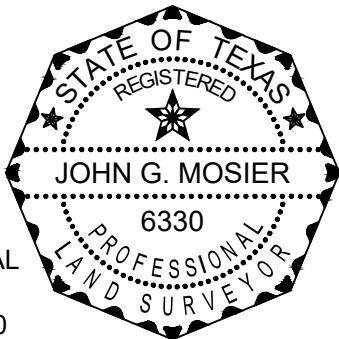
**THENCE**, South 27°28'12" West, 401.92 feet departing the southwesterly right-of-way line of said Hill Lane and along southeasterly line of said Tract 3 to the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing the southeasterly line of said Tract 3 and crossing said 104.825 acre tract, the following four (4) courses and distances:

1. South 62°27'43" East, 816.62 feet to a point for corner;
2. South 14°21'46" East, 268.19 feet to a point for corner;
3. South 74°07'39" West, 433.14 feet to a point for corner;
4. North 62°14'28" West, 680.49 feet to a point for corner on the southeasterly line of said Tract 3;

**THENCE**, North 27°28'12" East, 494.65 feet along the southeasterly line of said Tract 3 to the **POINT OF BEGINNING** and containing 9.858 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com



*John G. Mosier*

EXHIBIT OF  
9.858 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NA	APS	JAB	April 24, 2019	06924741	1 OF 2

TRACT 3  
275.66 ACRES  
BUTLER FAMILY  
PARTNERSHIP, LTD.  
VOL.12271, PG.872  
OPRTC

24.7833 ACRES  
THE MOST REVEREND JOHN MCCARTHY, BHISHOP  
OF THE DIOCESE OF AUSTIN AND HIS  
SUCCESSORS  
VOL.13327, PG.702 OPRTC

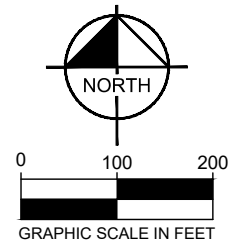
6.5063 ACRES  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
VOL.12597, PG.1548 OPRTC

24.8354 ACRES  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
VOL.12597, PG.1543  
OPRTC

104.825 ACRES  
LAS ENTRADAS  
DEVELOPMENT  
CORPORATION  
DOC# 2007002485  
OPRTC  
(REMAINDER)

P.O.B.  
IRSC

P.O.C.  
IPF



**9.858 ACRES**  
**429,398 SQ. FT.**

**LEGEND:**

IRSC = 5/8" IRON ROD WITH "KHA" CAP SET  
IPD = 5/8" IRON PIPE FOUND  
OPRTC = OFFICIAL PUBLIC RECORDS OF  
TRAVIS COUNTY

**NOTES:**

The bearings shown hereon are based on the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83), as determined by the Global Positioning System (GPS). All distances shown hereon are on the SURFACE. To convert SURFACE distances to the GRID, apply the combined SURFACE to GRID scale factor of 0.99992337881. The unit of linear measurement is U.S. Survey Feet.

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com



*John G. Mosier*

EXHIBIT OF  
9.858 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	CAD	APS	April 24, 2019	06924741	2 OF 2

**A METES AND BOUNDS  
DESCRIPTION OF A  
1.688 ACRE TRACT OF LAND**

**BEING** a 1.688 acre (73,537 square feet) tract of land situated in the James Manor Survey No. 40, Abstract No. 546, City of Manor, Travis County, Texas; being a portion of a called 104.825 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2007002485 of the Official Public Records of Travis County, and being more particularly described as follows:

**BEGINNING**, at a point of intersection of Gregg Manor Road (100 foot wide) and Hill Lane (55 foot wide);

from which a 1/2-inch iron rod found with cap stamped "Capital Surveying" marking the northern-most corner of a called 49.657 acre tract described in instrument to Las Entradas Development Corporation in Document No. 2006119671 of the Official Public Records of Travis County, bears North ;

**THENCE** South 36°15'17" West, 95.27 feet along the northwesterly right-of-way line of said Gregg Manor Road to a point for corner; from which a 1/2-inch rod with a plastic cap found marking a point of curvature on the northwesterly right-of-way line of said Gregg Manor Road bears South 36°15'17" West, 248.25 feet;

**THENCE**, departing the northwesterly right-of-way line of said Gregg Manor Road and crossing said 104.825 acre tract, the following ten (10) courses and distances:

1. North 62°25'43" West, 167.49 feet to a point for corner;
2. South 27°09'31" West, 20.05 feet to a point for corner;
3. North 65°33'01" West, 24.36 feet to a point for corner;
4. South 27°09'10" West, 22.16 feet to a point for corner;
5. North 62°50'29" West, 245.75 feet to a point for corner;
6. North 28°06'47" East, 23.31 feet to a point for corner;
7. North 63°11'50" West, 185.33 feet to a point for corner;
8. South 27°34'20" West, 30.29 feet to a point for corner;
9. North 62°49'24" West, 19.24 feet to a point for corner;
10. North 35°38'14" East, 141.81 feet to a point for corner on the southerly right-of-way line of aforesaid Hill Lane;

**THENCE** South 63°12'35" East, 636.13 feet along Hill Lane to the **POINT OF BEGINNING**, and containing 1.688 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com



EXHIBIT OF  
1.688 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAB	APS	4/24/2019	069241741	1 OF 2

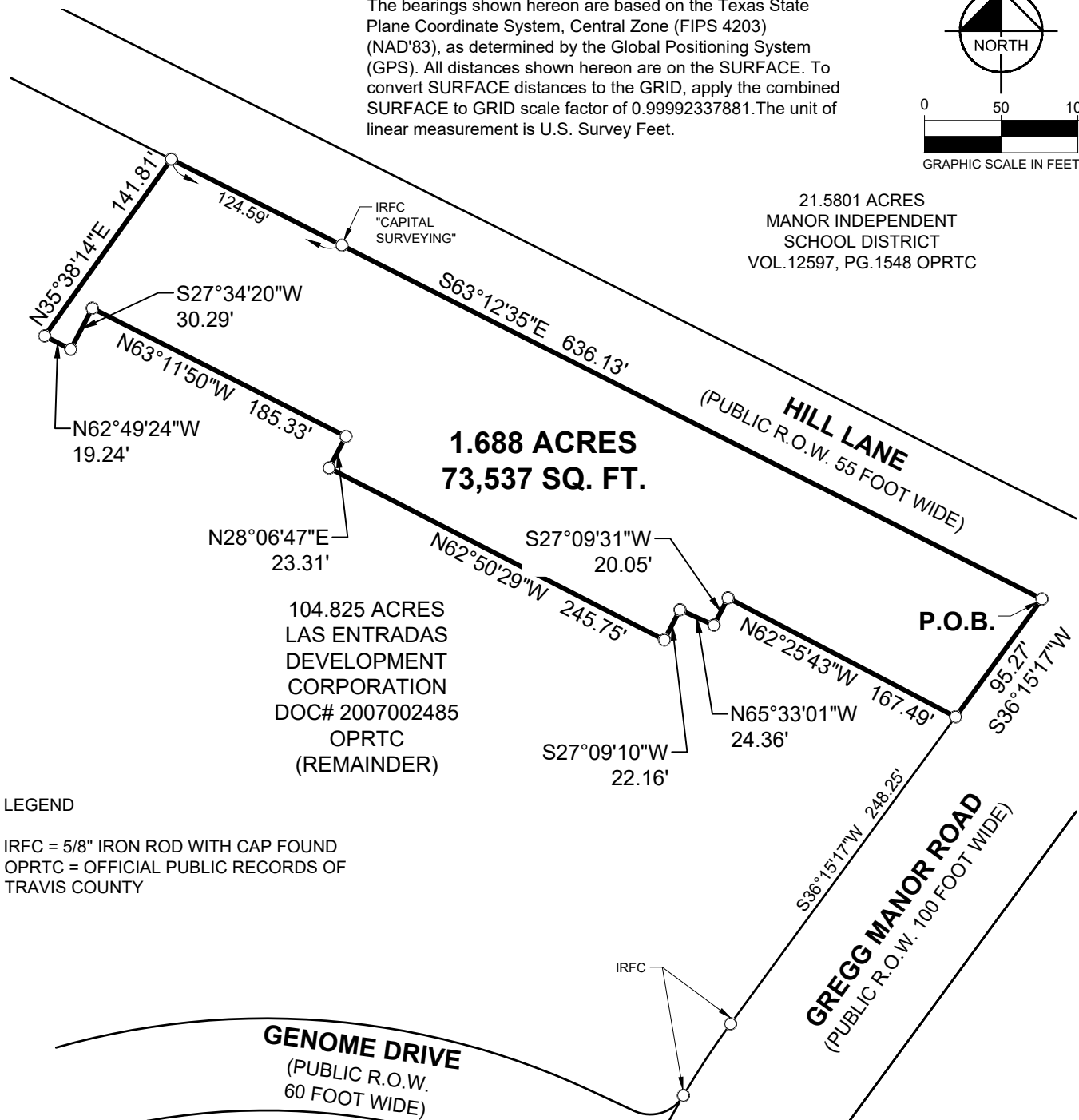
**NOTES:**

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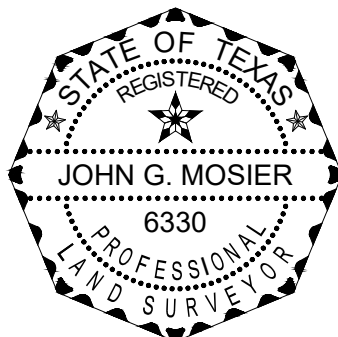
0 50 100  
GRAPHIC SCALE IN FEET

21.5801 ACRES  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
VOL.12597, PG.1548 OPRTC

**LEGEND**

IRFC = 5/8" IRON ROD WITH CAP FOUND  
OPRTC = OFFICIAL PUBLIC RECORDS OF  
TRAVIS COUNTY

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com



*John G. Mosier*

EXHIBIT OF  
1.688 ACRES  
JAMES MANOR SURVEY NO. 40,  
ABSTRACT NO. 546  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

**Kimley»Horn**

601 NW Loop 410, Suite 350  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JAB	APS	4/24/2019	069241741	2 OF 2



April 25, 2019

City of Manor  
Attn: Scott Dunlop  
105 E. Eggleston St.  
Manor, Texas 78653

**Re: Las Entradas North  
12.6-Acre Multi-Family, 1.69/9.86-Acre Tracts – Letter of Intent  
Northwest of the Intersection of US Highway 290 and Gregg Manor Road  
Manor, Texas 78653**

Dear Staff:

Please accept this Summary Letter for the above referenced project. The proposed Las Entradas North development is located along the westbound frontage of US Highway 290 in Manor, Texas. The existing property consists of a 12.3-acre developed tract, and approximately 92 acres of undeveloped land.

A concept plan for the parent tract was previously approved on 08/14/2013, which had originally designated the subject tracts as single-family residential use. Due to market demand, multi-family and commercial uses are now being considered for 12.6 acres and 11.55 acres of land within the existing single family residential use, respectively. Therefore, the Owner intends to submit an application to rezone these tracts of land from R-2 (Single Family Residential) to R-3 (Multi-Family Residential) and C-1 (Light Commercial).

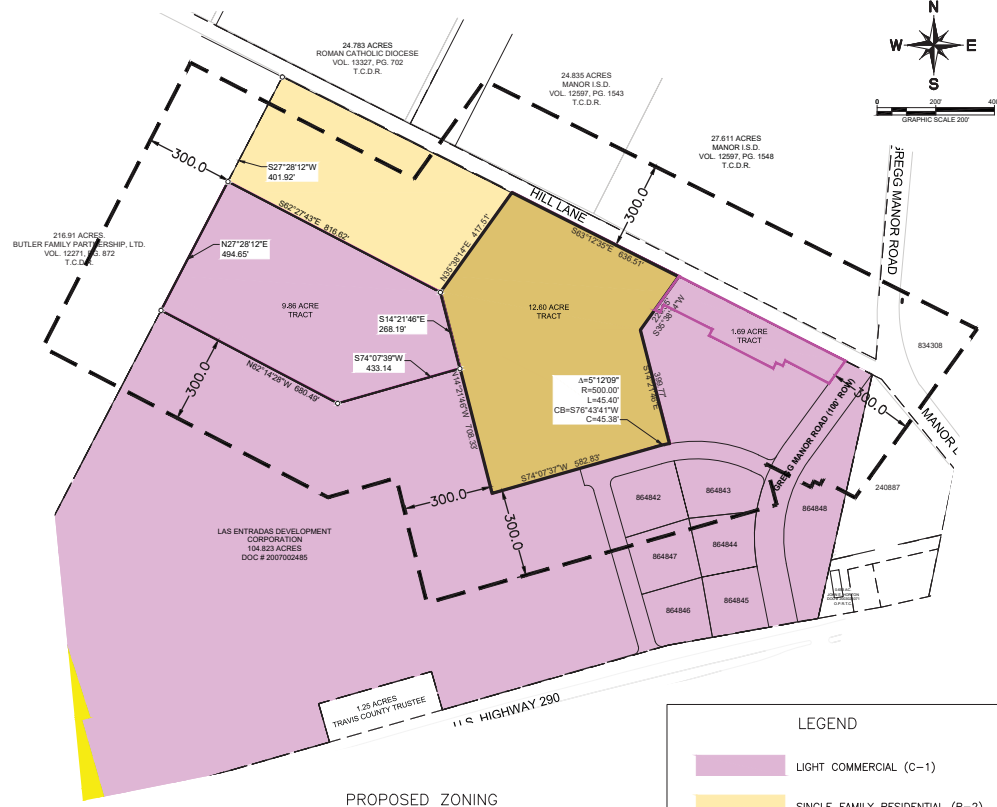
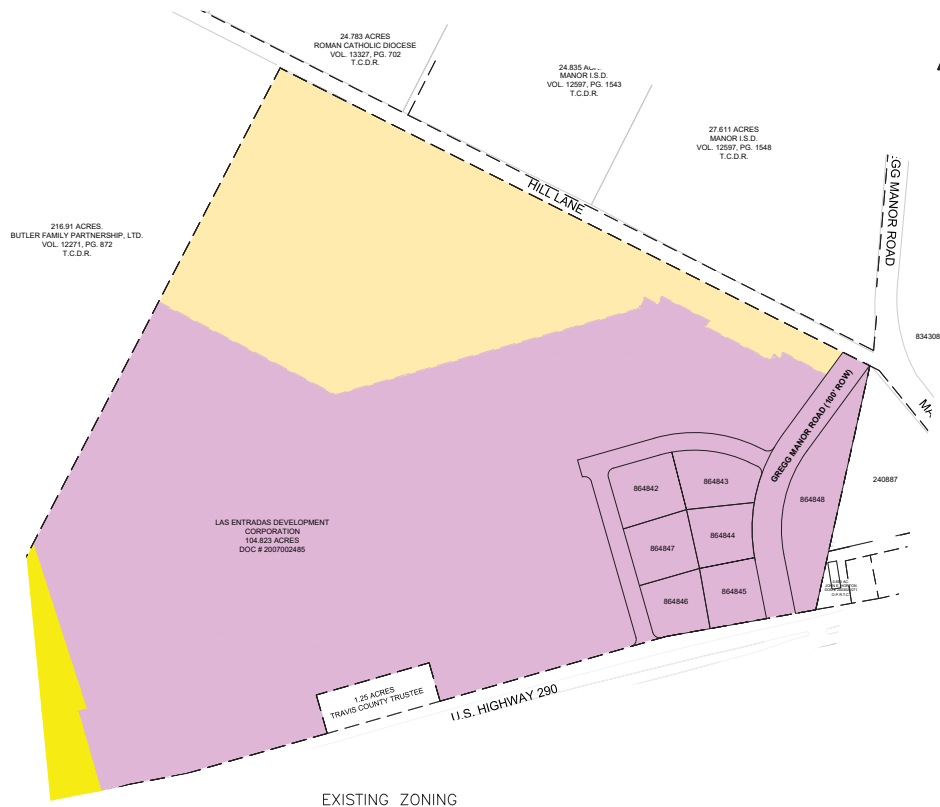
If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

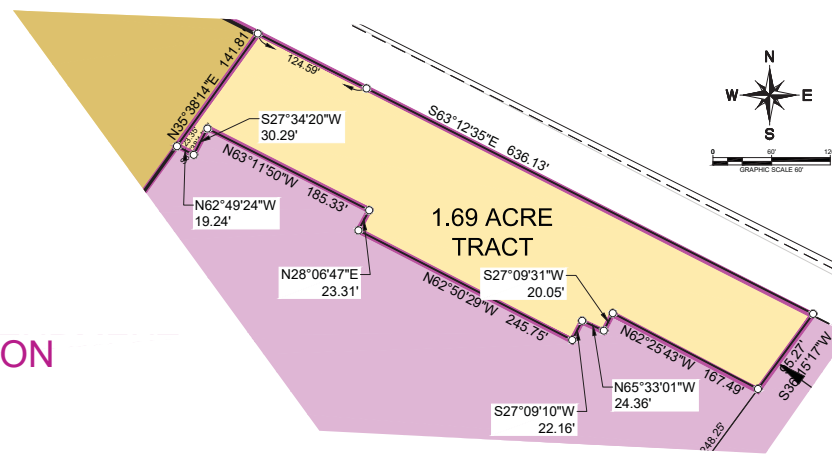
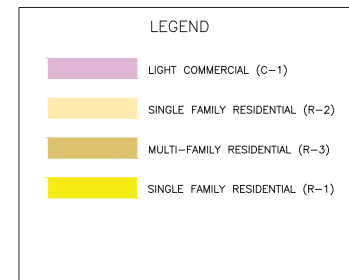
KIMLEY-HORN AND ASSOCIATES, INC.



Brett Burke  
Project Manager



LAS ENTRADAS NORTH - LAND USE COMPARISON				
LAND USE	Existing Acres	Proposed Acres	Delta	
Light Commercial (C-1)	70.4	75.7	5.3	
Multi Family (R-3)	0	12.6	12.6	
Single Family Residential (R-1)	8.5	8.5	0	
Single Family Residential (R-2)	25.7	7.8	-17.9	
Total	104.6	104.6		



**Kimley Horn**

10614 Jollyville Road  
Building IV, Suite 300  
Austin, Texas 78759  
512-418-1771  
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONSIDERED A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE SIGNATURE OF A REGISTERED PROFESSIONAL ENGINEER.

## LAS ENTRADAS NORTH - ZONING COMPARISON

Manor, Texas  
April 19

PROJECT NAME: LAS ENTRADAS NORTH  
PROJECT NUMBER: 10614 JOLLYVILLE ROAD  
DATE: 04/19/2023  
DRAWN BY: J. HORN  
CHECKED BY: J. HORN  
APPROVED BY: J. HORN



May 28, 2019

RE: Las Entradas North Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for Las Entradas North. 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:

**Public Hearing: Consideration, discussion and possible action on a rezoning request for 24.15 acres of land out of the James Manor Survey No. 40, Abstract 546, near Gregg Manor Road and Hill Lane and known as Las Entradas North, from Single Family (R-2) and Light Commercial (C-1) to Multi-Family (R-3) and Light Commercial (C-1).**

The Planning and Zoning Commission will convene at 6:30PM on June 12, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on June 19, 2019 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](mailto:sdunlop@cityofmanor.org)

Sincerely,

Scott Dunlop  
Assistant Development Director  
512-272-5555 ext. 5



Manor Independent School District  
P.O. Box 359  
Manor, Texas 78653-0359

Scott Baylor & White Health  
MS-20-D642  
2401 S 31<sup>st</sup> Street  
Temple, Texas 76508-0001

Butler Family Partnership Ltd.  
P.O. Box 9190  
Austin, Texas 78766-9190

COTTONWOOD HOLDINGS LTD  
% DWYER REALTY COMPANIES  
9900 US HIGHWAY 290 E  
MANOR , TX 78653-9720

LAS ENTRADAS DEVELOPMENT  
CORPORATION  
9900 US HIGHWAY 290 E  
MANOR , TX 78653-9720



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: August 21, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

---

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1). Applicant: Rene Maruri Avilez Owner: Rene Maruri Avilez

---

### BACKGROUND/SUMMARY:

This property is across the street from the Lions Club which is zoned C-1 and is 4 properties to the east of a C-1 zoned property. The future Gregg Manor extension will create an intersection where the Lions Club driveway exists currently. The Planning Commission voted 4-1 to approve. The Public Hearing was conducted and close at the July 7, 2019, Regular Council Meeting. The first reading of the ordinance was postpone to the August 7, 2019, Regular Council Meeting due to super-majority vote clarification.

At the August 7, 2019, Council voted 5-0 to postpone the first reading of the ordinance to the August 21, 2019, Regular Council Meeting.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance  
Rezoning Map  
Area Map  
Notice Letter  
Mailing Labels

---

### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1).

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 SINGLE FAMILY (R-1) TO LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

**Section 2. Amendment of 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 Single Family (R-1) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_ day of \_\_\_\_ 2019.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of \_\_\_\_ 2019.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**EXHIBIT “A”**

Property Address:  
430 West Parsons Street, Manor, Texas 78653

Property Legal Description:  
0.56 acres of land out of the James Manor Survey No. 40, Abstract 546

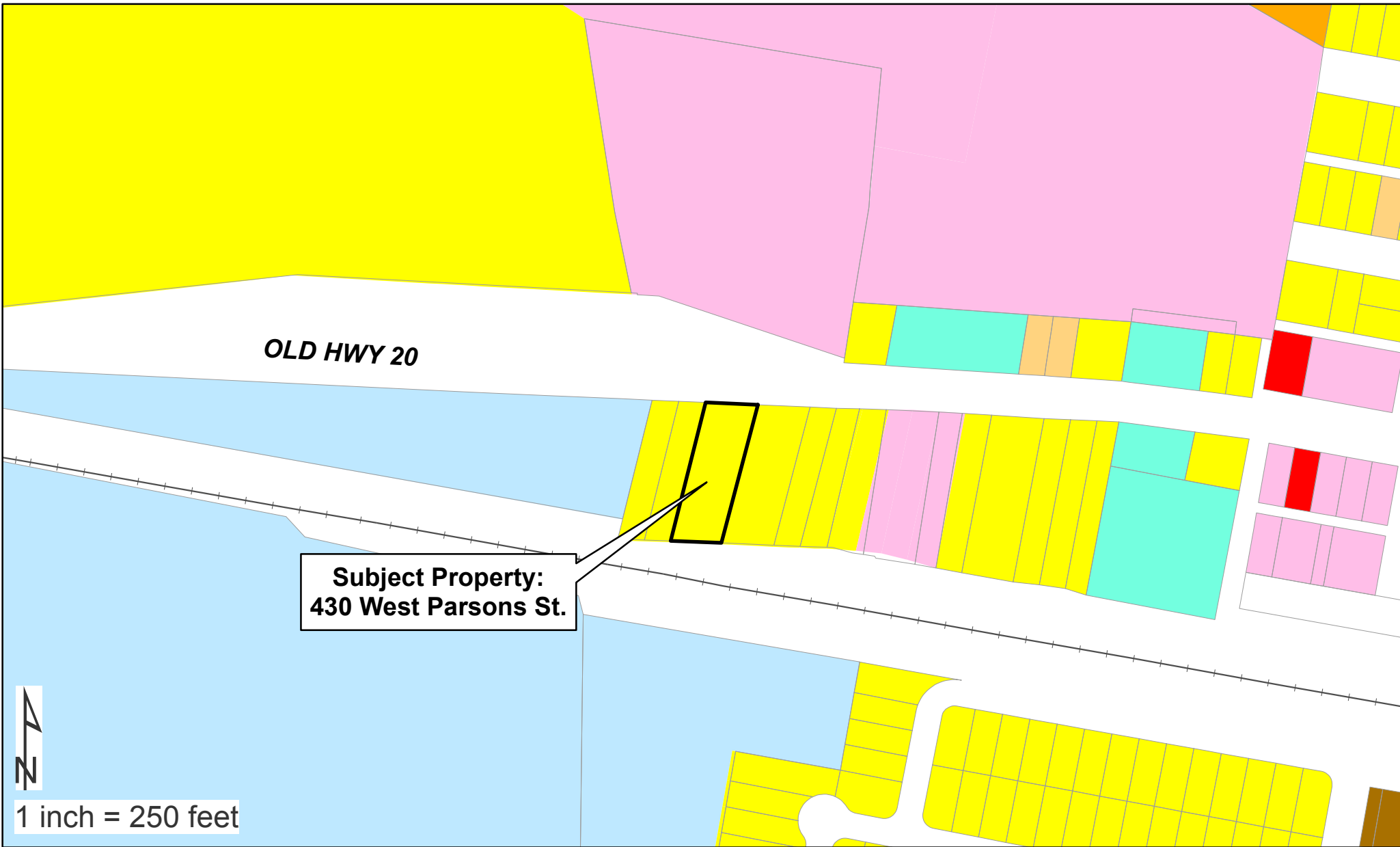
BEGINNING at a ½” iron rod found for the northeast corner of the herein described tract, being on the south right-of-way line of Parson Street (Old State Highway 20) and is the northwest corner of that 0.63-acre tract of land conveyed to Samuel and Racheal Jones by the deed recorded in Volume 12787, Page 2149 of the said Deed Records;

THENCE, S10° 07’ 00” W, (S12° 15’ W – 275.00 feet), with the west line of said 0.63 acre tract, at a distance of 230.18 feet passing a ½” iron rod found perpendicular and 2.41 feet to the east, continuing for a total distance of 256.81 feet to a ½” iron rod set with a plastic cap (stamped “Capital Surveying Co. Inc.”) for the southeast corner of the herein described tract, being on the north right-of-way line of the old H. & T.C. Railroad (200 feet wide), said railroad right-of-way having been conveyed to the City of Austin by a Quit Claim Deed recorded in Volume 9837, Page 414 of the aforementioned Deed Records;

THENCE, N79° 53’ 00” W, (West – 100.00 feet), along the north line of the said railroad right-of-way, being parallel with and 100.00 feet northeast of the center of the existing rails, a distance of 96.53 feet to a ½” iron rod set with a plastic cap (stamped “Capital Surveying Co. Inc.”) for the southwest corner of the herein described tract and the southeast corner of that 0.31 acre tract of land conveyed to Morris Williams by a deed recorded in Volume 4018, Page 1794 of the above said Deed Record;

THENCE, N10° 07’ 00” E, (N12° 15’ – 275.00 feet), leaving the north line of the said railroad right-of-way, with the east line of the 0.31 acre tract, 244.40 feet to a ½” iron rod set with a plastic cap (stamped “Capital Surveying Co. Inc.”) for the northwest corner of the herein described tract, being on the south right-of-way line of the aforesaid Parsons Street and the northeast corner of the said 0.31 acre tract bears N87° 12’ 34” W 50.41 feet;

THENCE, S87° 12’ 34” E, (East – 100.00 feet), with the south right-of-way line of Parsons Street, 97.33 feet to the POINT OF BEGINNING, and CONTAINING within these metes and bounds 0.5554 acres of land area.



# **Proposed Zoning:** **Light Commercial (C-1)**

*Current Zoning District:*  
*Single Family Residential (R-1)*

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		









June 21, 2019

RE: 430 West Parsons Street Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for 430 West Parsons Street. 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:

**Public Hearing: Consideration, discussion and possible action on a rezoning request for 0.56 acres of land out of the James Manor Survey No. 40, Abstract 546, locally known as 430 West Parsons Street, from Single Family (R-1) to Light Commercial (C-1).**

The Planning and Zoning Commission will convene at 6:30PM on July 10, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on July 17, 2019 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](mailto:sdunlop@cityofmanor.org)

Sincerely,

Scott Dunlop  
Assistant Development Director  
512-272-5555 ext. 5

Margarita De Mireles &  
Christian Mireles  
11202 Burton St  
Manor Tx, 78653

Martin Urbano & Lucia De Urbano  
12202 Abernathy St  
Manor Tx, 78653

Travis County  
PO BOX 1748  
Austin TX, 78767

Arthur & Nydia Jimenez  
11301 Carrie Manor St  
Manor Tx, 78653

Jorge Briones &  
Walkiria Cardy-Briones  
945 Playa Del Norte Dr  
Tempe Arizona, 85281

Selendra & Davis Laabs  
12204 Abernathy St  
Manor Tx, 78653

Jessica & Joshua Avery  
12206 Abernathy St  
Manor Tx, 78653

Marcos Chavez  
12555 Kimbro Rd  
Manor Tx, 78653

Elbert Burns  
PO Box 413  
Manor Tx, 78653

Joetta Wilson  
411 W Parsons St  
Manor Tx, 78653

Juan Benites  
4704 W Parsons St  
Manor Tx, 78653

Chiamo Okoro  
11503 Hereford St  
Manor Tx, 78653

Ambus & Purinea Habbit  
432 W Parsons St  
Manor TX, 78653

Felipe Carbajol & Isabel Ortuno  
PO Box 214  
Manor Tx, 78653

Finish Milligan  
409 W Parson St  
Manor Tx, 78653

Oralia Riojas  
PO BOX 89  
Manor Tx, 78653

Greal & Daisy Barrs  
421 W Parsons st  
Manor Tx, 78653

Samuel & Rachel Jones  
PO Box 416  
Manor Tx, 78653

Entradas Las  
9900 US Highway 290  
Manor Tx, 78653

Antonio Esparza  
16709 Hamilton Point Cir  
Manor Tx, 78653

Iglesia Nueva Vida Pentecostal  
UPCI  
Burns Mem Temple Ch Of God In  
413 W Parsons St  
Manor Tx, 78653

Roberto Montero  
709 Busleigh Castle  
Pflugerville Tx, 78660

Travis County Emergency Services  
PO Box 846  
Manor Tx, 78653

Audrey Smith  
10304 Ivy Jade  
Schertz Tx, 78154

Lions Club of Manor Inc  
PO Box 68  
Manor Tx, 78653





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Tracey Vasquez, HR Coordinator

**DEPARTMENT:** Human Resources

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on renewing the contract between the City of Manor and Avesis for the Employee Vision Plan; and Authorization for the City Manager to sign the contract.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

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

Plan Contract

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve and renew the contract between the City of Manor and Avesis for the Employee Vision Plan and; authorize the City Manager to sign the contract.

of

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

---



October 1, 2019

RE: City of Manor  
Advantage Vision Plan Renewal

Thank you for choosing Avesis as your vision care provider. We are privileged to have you as our client and are committed to ensuring that City of Manor receives 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 coming years.

We are pleased to offer you a Two (2) year guarantee with the following premium rates:

<b>Group Number:</b>	<b>10771-172</b>
<b>Renewal Period:</b>	<b>January 1, 2020 to December 31, 2021</b>
<b>Plan:</b>	<b>050130CZL3</b>
<b>Current Rates:</b>	<b>\$6.20 / \$12.03 / \$18.00</b>
<b>Renewal Rates*:</b>	<b>\$6.51 / \$12.63 / \$18.90</b>

Your vision benefits will renew automatically on the date shown above, unless otherwise indicated by you in advance of the scheduled renewal date. *As an acknowledgment receipt, please sign and return the attached Renewal Agreement*, and your vision plan will continue to remain in effect from 01/01/2020 to 12/31/2021. Signed renewals may be emailed to [renewals@avesis.com](mailto:renewals@avesis.com) or faxed to 855-643-6630 within 30 days of the renewal date.

If you should have any questions or need additional information regarding your renewal, please contact me at 844-630-1100 or by email at [accountmanager@avesis.com](mailto:accountmanager@avesis.com).

Sincerely,

The Core Account Management Team East

\*Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.



PO Box 38300 | Phoenix, AZ | 85069-8300



800.643.1132

[www.avesis.com](http://www.avesis.com)

**GROUP VISION CARE PLAN RENEWAL AGREEMENT**

**Group Number:** 10771-172  
**Renewal Period:** January 1, 2020 to December 31, 2021  
**Plan:** 050130CZL3  
**Current Rates:** \$6.20 / \$12.03 / \$18.00  
**Renewal Rates\*:** \$6.51 / \$12.63 / \$18.90

\* Your premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee, or assessment imposed by the Federal or State governments, with associated administrative costs and expenses.

Total Eligible Lives \_\_\_\_

For: **City of Manor**

By: **Avesis Third-Party Administrator**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

10/01/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

Michael Reamer  
\_\_\_\_\_  
Typed or Printed Name



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Tracey Vasquez, HR Coordinator

**DEPARTMENT:** Human Resources

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action on renewing the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP); and Authorization for the City Manager to sign the contract.

**BACKGROUND/SUMMARY:**

The City offers supplemental Insurance programs to provide extended benefits and options to assist in the employee's health and wellness needs.

The yearly rate has increased 14% from \$1550 per year to \$1767 per year.

**PRESENTATION:** ☐ YES ☒ NO

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

Contract

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve and renew the contract between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP); and authorize the City Manager to sign the contract.

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

---

**Alliance Work Partners**  
*A professional service of Workers Assistance Program, Inc.*  
**PURCHASE OF SERVICES AGREEMENT**

\_\_\_\_\_ New        X   Renewal

This PURCHASE OF SERVICES AGREEMENT, hereinafter AGREEMENT, is executed on the 15<sup>th</sup> day of July, 2019 by and between Alliance Work Partners, hereinafter AWP and City of Manor, Tax I.D.# 74-1664745, hereinafter COMPANY, and the parties do hereby covenant and agree as follows:

1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the Exhibits below:
  - a. **Description of Services** - See **Exhibit I** for a description of services purchased under this AGREEMENT.
  - b. **Fee Schedule and Conditions** - See **Exhibit II** for the cost of services to be provided by AWP to COMPANY.
2. **TERM:** This AGREEMENT shall commence, and services will begin on **December 1<sup>st</sup>, 2019** and is self-renewing each year, unless either party provides written notice of termination. This AGREEMENT can be terminated by either party upon a ninety (90) day written notice. AWP reserves the right to cancel services immediately due to delinquent payments of 90 days or more.
3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY personnel shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to COMPANY eligible participants will be conducted at a convenient, appropriate AWP office or affiliate office accessible by the client and AWP staff.
4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.
5. **CONFIDENTIALITY:** AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its employees to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any client identifiable information received pursuant to the client's consent.
6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:

AWP Initials: \_\_\_\_\_ COMPANY Initials:                     

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Alliance Work Partners  
2525 Wallingwood Drive, Building 5  
Austin, Texas 78746

City of Manor  
105 E. Eggleston St  
Manor, TX 78653

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date.

7. **ADDITIONAL TERMS:** Not applicable

AWP initials: \_\_\_\_\_

COMPANY initials: \_\_\_\_\_

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Signature below, and initialing throughout the agreement, indicates that signer is an **Authorized Signatory** with the ability and authority to commit monies and resources to satisfy this legally binding contract agreement on behalf of authorizing Customer/Company/Organization, for the term of the contract.

**Authorized Signatory:** Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.

**ALLIANCE WORK PARTNERS**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**COMPANY**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

AWP Initials: \_\_\_\_\_

COMPANY Initials: \_\_\_\_\_

**Exhibit I**  
**Description of Services**

**STANDARD SERVICES INCLUDED IN THIS AGREEMENT**

Subject to the terms and conditions described herein, AWP will provide, as needed:

**1. Unlimited Consultation Including the Development of Policies and Procedures.**

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

**2. Unlimited Critical Incident Stress Debriefings.**

Critical Incident Stress Debriefing (CISD) is provided on an unlimited and as-needed basis to relieve the stress and trauma induced by a crisis impacting the work group. COMPANY, in conjunction with AWP will define what constitutes a crisis situation.

**3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.**

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional EAP services or resources in the community. Our staff can conduct research on behalf of the caller and attempt to provide at least three (3) targeted referrals specific to the needs of the employee or eligible member.

**4. Case Management Services.**

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the individual client.

**5. Program Orientations to Supervisors and Staff.**

Employee and Supervisor Program Orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing employee performance and retention when facing challenges.

**6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.**

Additionally, an orientation in either CD or online video-streaming formats is made available to all programs.

**7. Personal, Professional Training and Onsite Services.**

AWP Initials: \_\_\_\_\_ COMPANY Initials: \_\_\_\_\_

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Up to zero (0) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be provided by AWP. Onsite training, webinar training, health fair participation, etc., not otherwise covered above, are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

#### **TRAINING REQUESTS & SCHEDULING:**

Generally, training requests require a minimum one (1) hour and five (5) participants per class. Any exemption request to the participant minimum must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result in a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee be charged COMPANY, in an amount equal to the hours scheduled and then subsequently cancelled.

#### **8. Short-term Counseling Services.**

For each participant, up to **six (6)** sessions are provided per issue, per year for face-to-face or telephonic counseling for short-term problem resolution. Clients are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Clients may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the client will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the client may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer a client into their network for long-term therapy if more than **six (6)** sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

#### **9. Referrals to Long-term Treatment Resources, if Appropriate.**

AWP will refer clients to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the client. All fees charged by the long-term resources will be the responsibility of the client.

#### **10. Safe Ride Program.**

The Safe Ride Program can save lives. It encourages employees and their immediate family members, whose driving may become impaired while away from home, to call a cab. The process is simple and confidential - the employer will never know - and the cab fee is reimbursed by AWP. To promote healthy choices, the program may only be used up to three times. Clients using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one our

AWP Initials: \_\_\_\_\_ COMPANY Initials: \_\_\_\_\_

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substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the individual's ability to utilize Safe Ride will be reinstated.

**11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.**

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

**12. LawAccess - Legal and Financial Services.**

Legal and financial assistance is provided through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

**13. HelpNet - Online Services.**

*HelpNet* web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

**Exhibit II**  
**Fee Schedule and Conditions**

1. **FLAT RATE:** Payment shall be made annually by COMPANY to AWP for all fee-for-services covered under this AGREEMENT, including Exhibits and Addenda. The flat rate shall total \$1,767.00 per year, and shall be due annually within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 67 covered employees with the first year's fee based upon the number of covered employees noted above.

Following the first year of service AWP will e-mail to COMPANY, on an annual basis, an 'employee count' request asking for a COMPANY reporting of the number of employees covered for the requested year. All subsequent fees will be adjusted and invoiced annually, based upon your reporting response to our e-mail 'employee count' requests. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the 'employee count' within 5 days of the request, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available 'employee count' AWP received. COMPANY will make no adjustments or deductions to an AWP provided invoice resulting from lack of an e-mail response by COMPANY. Any necessary invoice adjustments will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle.

2. **RATE GUARANTEE:** AWP will provide thirty (30) days notice prior to any rate escalation. Fees are based on the headcount reported by COMPANY. The headcount should include all active employees. Household members, dependents, retirees and terminated employees although covered, are not included in the headcount.
3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

On-site counseling is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

For services beyond the number of hours allotted in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable.

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result in either an adjustment to the annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour charge to COMPANY, in an amount equal to the hours scheduled and cancelled without the required advance notice.

AWP Initials: \_\_\_\_\_ COMPANY Initials: \_\_\_\_\_

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Tom Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution on an Amended and Restated Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista, and the City of Jonestown for Direct Victims Services.

**BACKGROUND/SUMMARY:**

This agreement summarizes and corrects inaccuracies in the original Interlocal Agreement and therefore needs to be amended, restated and approval by City Council. Staff has worked with our legal team to have this document prepared for presentation for Council for approval.

**PRESENTATION:** ☐ YES ☒ NO

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

Resolution No. 2019-08

Amended and Restated Interlocal Cooperation Agreement

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve Resolution No. 2019-08 granting authority to the Mayor or City Manager to enter into an Amended and Restated Interlocal Agreement with the City of Jonestown and the City of Lago Vista to provide direct victim services through the Manor Police Department.

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

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**RESOLUTION NO. 2019-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, GRANTING AUTHORITY TO THE MAYOR OR CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE CITY OF JONESTOWN AND THE CITY OF LAGO VISTA TO PROVIDE DIRECT VICTIM SERVICES THROUGH THE MANOR POLICE DEPARTMENT TO THE VICTIMS OF CRIME IN THE JURISDICTIONS OF MANOR, LAGO VISTA AND JONESTOWN THROUGH THE GRANT FUNDED MANOR VICTIM SERVICES NETWORK.**

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**WHEREAS**, on October 2017 the City of Manor, Texas (the “City”), the City of Lago Vista and the City of Jonestown entered into an Interlocal Agreement between the City of Manor, the City of Lago Vista and the City of Jonestown for Direct Victim Services (the “Interlocal Agreement”);

**WHREAS**, the governing bodies for the cities of Manor, Lago Vista and Jonestown wish to enter into an Amended and Restated Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista and the City of Jonestown for Direct Victim Services (the “Agreement”) to provide direct victim services through the Manor Police Department to the victims of crime in the jurisdictions of the cities of Manor, Lago Vista and Jonestown;

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

**WHEREAS**, the City Council of the City of Manor (the “City Council”) has determined it is in the best interest of the citizens of the City to grant the Mayor or City Manager the authority to enter into the Agreement to support victim services in conjunction with the cities of Lago Vista and Jonestown with both in-kind donations and support as well as monetary matches; and authorize the City Manager to negotiate and execute amendments to the Agreement that do not constitute substantive modifications.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, THAT:**

**SECTION 1.** The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

**SECTION 2.** The City Council does hereby authorize the Mayor or the City Manager to enter into the Agreement (a copy of which is attached hereto as Exhibit “A” and incorporated herein) with the City of Lago Vista and the City of Jonestown to provide direct victim services through the Manor Police Department to the victims of crime in the Jurisdictions of the cities of Manor, Lago Vista and Jonestown through the Manor Victim Services Network; and authorize the

City Manager to negotiate and execute amendments to the Agreement that do not constitute substantive modifications.

**SECTION 3.** If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

**PASSED AND APPROVED** by the City Council of Manor, Texas, at a regular meeting on the 21<sup>st</sup> day of August 2019, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

**CITY OF MANOR, TEXAS**

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Rita G. Jonse,  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary

**Exhibit “A”  
[attached]**

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

This Amended and Restated Interlocal Cooperation Agreement between the City of Manor, the City of Lago Vista and the City of Jonestown for Direct Victim Services (the “Agreement”), with an effective date of October 18, 2017 and amended effective the date when this Agreement is signed by all parties 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). In consideration of mutual covenants and agreements contained herein, the Partner Agencies agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

### **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 (VSN). The intent of the VSN is to provide consistent direct victim services to mitigate the trauma for individuals impacted by crime and crisis circumstances 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, crisis intervention 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. The Victim Services Coordinator shall manage the VSN 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 Partner 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 Partner 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.
  - 10. For fiscal year 2018-2019, provide an annual invoice to each Partner Agency for their portion of the match amount in August. For the remaining fiscal years the annual invoice shall be provided in October.

## **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 Partner Agency shall cover the cost of their portion of the required Fiscal Agent match in accordance with Subsection V.C.1.c. 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 year 1 estimated budget of expenditures for each Partner Agency for the 2017-2018 fiscal year's match. Annex B provides the estimated budget of expenditures for each Partner Agency for the 2018-2019 fiscal year's match. The estimated budget will be subject to annual review in June of each fiscal year and adjustment for agency usage and in accordance with the 5 year step out plan through annexes. Annexes for the remaining fiscal years shall be added to this Agreement as administrative amendments.

## **VII. Personnel**

- A.** MPD Lieutenant – The MPD 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 MPD 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 - Reports directly to the MPD Lieutenant and is responsible for the management of the VSN. The Coordinator will manage staff, volunteers, interns and related activities, including recruitment, background checks, training, case assignment, report reviews, monthly statistical reports 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 also be responsible for creating policy and standard operating procedures in accordance with

Evidence Based Practices. The Coordinator shall also coordinate quarterly meetings with Partner Agencies to review program goals and objectives. 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) – Reports directly to the Victim Services Coordinator. 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 and crisis circumstances. 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. The Victim Services Coordinator is responsible for identifying on-going training and education aimed at improving Victim Services and Agency response to the community.

## **VIII. Relationship and Parties Liabilities**

Nothing in this agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner 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 sixty (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 all 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.
- C.** The parties to this agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

- D.** This Agreement will not be construed as creating an employer-employee relationship, or a joint venture between the parties.
- E.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas.
- F.** Venue for any action arising under this Agreement will be in Travis County, Texas.

**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:

**City of Manor**

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**City of Lago Vista**

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**City of Jonestown**

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**XVI. Administrative Approval**

The City of Manor's City Manager, the City of Lago Vista's duly authorized representative and the City of Jonestown duly authorized representative will have the authority to negotiate and execute amendments to this Agreement without further action or action from their respective governing bodies, but only to the extent necessary to implement and further the clear intent of the respective governing bodies' approval, and not in such a way as

would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the parties.

## **XVII. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party when each has executed one of the counterparts.

## **XVIII. Signatories**

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the parties as set forth above:

### **City of Manor**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **City of Lago Vista**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **City of Jonestown**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## 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)						
<b>Project Cost Breakdown</b>						
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					

\*Annex A was adjusted with OOG in 2018 to reflect a lower amount funded by OOG. The Partner Agencies agreed that the cash match amounts reflected in Annex A above would remain the same.

## Annex B

### Manor Police Department Victim Services Network 2018-2019 fiscal year

This budget is subject to periodic review and adjustment

#### Project Cost Breakdown 2018/2019

Total Project Cost	\$123,681.60
OOG Funds	\$98,945.28
Cash Match	\$24,736.32

#### 2018 - 2019 Cost Breakdown

	Salary	Fringe	Total
Victim Services Coordinator	\$47,121.46	\$13,945.07	\$61,066.53
Victim Services Specialist	\$43,190.41	\$13,490.87	\$56,681.28

Total 18/19 VS salary w/o Call out \$420	\$117,747.81
Lt supervision 4% of salary	\$194.40
Language Line	\$699.39
Training	\$3,000.00
Cell Phone Service	\$1,440.00
Lago Vista Crimestar	\$300.00
Jonestown Crimestar	\$300.00
Total 18/19 budget	\$ 123,681.60
20% match by partner agencies	\$24,736.32
Manor 50%	\$12,368.16
Lago Vista 42%	\$10,389.25
Jonestown 8%	\$1,978.90

Lago Vista Total responsibility	\$10,389.25
Minus Crimestar license	\$300.00
Total cash responsibility	\$10,089.25
Jonestown Total responsibility	\$1,978.90
Minus Crimestar License	\$300.00
Total Cash responsibility	\$1,678.90



Coordinator Salary 2017-2018	45,972.16
Coordinator Salary 2018-2019	47,121.46
Coordinator Fringe:	
Taxes	3,597.45
Health medical/Vision/Dental	6,410.56
Retirement	3,689.61
Worker's Comp	212.05
Life Insurance	<u>35.40</u>
	13,945.07
Caseworker Salary 2017-2018	39,715.52
Caseworker Salary 2018-2019	40,708.41
On-call/Overtime	<u>2,482.00</u>
	43,190.41
Caseworker Fringe:	
Taxes	3,296.72
Health medical/Vision/Dental	6,410.56
Retirement	3,381.81
Worker's Comp	183.19
Life Insurance	<u>35.40</u>
	13,490.87



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on setting public hearings for the FY 2019-2020 Proposed Annual Budget and 2019-2020 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 2019-2020 proposed Annual Budget and Tax Rate of the City of Manor, Texas.

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

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances to adopt Procedures for review, processing, and approval of plats, concept plans, and construction plans.

**BACKGROUND/SUMMARY:**

The Texas Legislature adopted House Bill 3167 and the attached ordinance provides amendments to the City's subdivision ordinance and other related sections of the City's Code of Ordinances to implement the changes in House Bill 3167.

**PRESENTATION:** ☐ YES ☒ NO

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

Ordinance No. 548

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve Ordinance No. 548 amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances to adopt Procedures for review, processing, and approval of plats, concept plans, and construction plans.

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

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**AN ORDINANCE OF THE CITY OF MANOR, TEXAS**

**ORDINANCE NO. 548**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING CHAPTER 10, SUBDIVISION REGULATION, ARTICLE 10.02 SUBDIVISION ORDINANCE, ORDINANCE 263B, EXHIBIT A OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS TO ADOPT PROCEDURES FOR REVIEW, PROCESSING, AND APPROVAL OF PLATS, CONCEPT PLANS, AND CONSTRUCTION PLANS; PROVIDING ALTERNATIVE REVIEW PROCEDURES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate subdivisions within its city limits and extraterritorial jurisdiction; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) considered amendments to the subdivision ordinance to implement the changes adopted by the Texas Legislature as House Bill 3167; and

**WHEREAS**, the City finds it necessary to amend the subdivision ordinance and adopt the amendments set forth in this ordinance;

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

**SECTION 1. Findings.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**SECTION 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Manor Code of Ordinances (the “Subdivision Ordinance”) and other sections of the Manor Code of Ordinances to amend definitions, and adopt procedures for review, processing, and approval of plats, concept plans, and construction plans; as provided for in Sections 3. through 15. of this Ordinance.

**SECTION 3. Amendment of Article I. General, Section 1. Definitions.** Article I. General, Section 1. Definitions. of the Subdivision Ordinance is amended to revise the following definitions:

- (a) The definition of “Filing Date” is hereby amended in its entirety to read as follows:

**“Filed or Filing Date** means, with respect to Plans or Plats, the date that Plans or Plats are determined to be complete and are accepted for review by the City.”

- (b) The definition of “Preliminary Plan” is hereby replaced with “Preliminary Plat” to read as follows:

**“Preliminary Plat** means a map of a proposed land subdivision showing the character and proposed layout of the property in sufficient detail to indicate the suitability of the proposed subdivision of land.”

**SECTION 4. Amendment of Chapters and Sections in the Manor Code of Ordinances to replace Preliminary Plan.** The Manor Code of Ordinances is amended to revise the following sections to replace “Preliminary Plan” with “Preliminary Plat”:

- (a) Chapter 6 - Health and Sanitation, Article 6.06 - Erosion and Sedimentation Control, Section 6.06.004(a) and (b).
- (b) Appendix A - Fee Schedule, Article A2.000. Building and Related Fees, A2.003(1).
- (c) Section 22. - Preliminary Plat. (c) of the Subdivision Ordinance.
- (d) Section 23. - Construction Plans. (c)(10) of the Subdivision Ordinance.

**SECTION 5. Amendment of Article I. General, Section 1. Definitions.** Article I. General, Section 1. Definitions. of the Subdivision Ordinance is amended by adding the following definitions:

**“Alternative Review Procedure** means the procedures set forth in Section 20B that modify the Plan or Plat application review process as described in Section 20B.

**Application** refers to an application for a plan or plat approval under this Chapter, which includes the plan or plat package, and unless context dictates otherwise, will include the Resubmittal Application for a plan or plat.

**Municipal Authority** means the entity responsible for approving plats or plans governed by this Chapter. The Commission is responsible for approving Concept Plans, Preliminary Plats, and Final Plats. The City Council is responsible for approving Concept Plans. The City Engineer is responsible for approving Amended Plats and Construction Plans.

***Plan or Plat.*** The phrase “plan or plat” or “plat or plan” when used in this Chapter refers to Concept Plans, Preliminary Plats, Construction Plans, Final Plats, Short Form Final Plats, and Amended Plats. Specifically, the term “plan” refers to Construction Plans and the term “plat” refers to Concept Plans, Preliminary Plats, Final Plat, Short Form Final Plats, and Amended Plats.

***Resubmittal Application*** means the application for a plan or plat resubmitted to the City following the disapproval or conditional approval of the original application or a Resubmittal Application that satisfies each condition of a conditional approval or remedies the reasons for disapproval.

***Resubmittal Date*** means the date that a Resubmittal Application is determined to be complete and is accepted for review by the City.

***Standard Approval Procedure*** means the procedure for review, processing and approval of plans or plats set forth in this Chapter other than the Alternative Review Procedure.”

**SECTION 6. Amendment of Section 6, Application.** Section 6. of the Subdivision Ordinance is hereby amended to add subsection (c) to read as follows:

“(c) This Ordinance applies to Concept Plans, Preliminary Plats, Construction Plans, Final Plats, Short Form Final Plats, and Amended Plats.”

**SECTION 7. Amendment of Section 20, General Procedures.** Section 20. of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

**“Sec. 20. - General Procedures.**

- (a) **Action on Plats and Plans.** Plats and Plans for the development of land within the scope of this Chapter shall be drawn and submitted to the Municipal Authority for their approval, conditional approval, or disapproval, as provided herein. If an application is approved with conditions or disapproved, the Municipal Authority shall provide or cause to be provided to the applicant a written statement for the conditions for approval or reasons for disapproval that clearly articulate each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement shall include a citation to the law or ordinance that is the basis for the conditional approval or disapproval, as applicable. In the event that a Municipal Authority subject to quorum requirements fails to act due to lack of a quorum at the meeting at which an application is posted for action, then: (i) the application will be deemed approved if the City Staff review letter for the application states that the application meets the requirements of this Chapter and applicable state law and recommends approval of the application; or (ii) the presiding officer of the Municipal Authority is authorized to disapprove an application that is recommended by City staff to be disapproved due to failure to comply with this Chapter or applicable law.

- (b) **Commencement of Construction.** Notwithstanding any provision of this Chapter to the contrary, a developer shall not commence construction activities within the City's jurisdiction, including clearing and/or rough grading, before first obtaining all of the City approvals required by this Chapter.
- (c) **Pre-Development Meeting.** The applicant is required to attend a pre-development meeting with city staff to help familiarize the applicant with applicable codes and regulations before the first application is submitted. The Director of Development Services may waive this requirement if they deem that the meeting is not necessary.
- (d) **General Subdivision Process.** Generally, the subdivision process is comprised of four (4) individual steps, consisting of the Concept Plan, the Preliminary Plat, Construction Plans, and the Final Plat. Each step of the development process has established deadlines and expirations that must be met in order for the application and any approval(s) granted to remain valid, in effect and eligible to continue to the next step of, or to complete, the development process. Compliance with each such established deadline constitutes a separate required performance and approval.
- (e) **Submittal Schedule.** The Director of Development Services shall prepare an application submittal schedule. This submittal schedule shall be reviewed and approved by the Commission annually. Applications will only be accepted for submittal or resubmittal on the days authorized by the schedule approved by the Commission. The Director of Development Services is authorized to adjust an approved schedule to accommodate holidays, City Hall closures, and cancelled or special called meetings.
- (f) **Application Forms.** The Director of Development Services shall prepare application forms which shall include a checklist of the required information and documents that are required to be submitted by applicants in order for an application to be accepted as complete for review and processing under this Chapter. The Director of Development Services shall update the application from time to time as required due to amendments to this Chapter, state law, or applicable technical codes and manuals. The Commission shall review and approve the application forms and amendments prepared by the Director of Development Services from time to time.
- (g) **Application Completeness Review.**
  - (i) City staff shall review all applications, for completeness and either accept the application as complete or reject the application and provide the applicant with written notice of rejection that specifies the reasons for rejection within ten (10) business days of the date the application is submitted. An application will be considered complete if it is submitted in the required form, includes all information certificates, plans, documents, and instruments required in the application and by this Chapter, and is accompanied by the applicable fees. All applications shall also include a list of any requested variance or exceptions from the ordinance. Resubmittal Applications are also subject to Section 72. An application that is not



complete, does not include the information or documents required in the application, or is not accompanied by the applicable fees may not be accepted by the City. If the application is determined to be incomplete, the Director of Development Services or his/her designee shall provide written notice of the rejection of the application that includes a description of the application's deficiencies. No further processing of the application will occur until the deficiencies are corrected.

(ii) Acceptance of an application are also subject to:

- a. City Standard Details on file with the City Secretary and as provided on the City's website. The City Engineer is authorized to provide updates as deemed necessary.
- b. City Standard Notes on file with the City Secretary and as provided on the City's website. The City Engineer is authorized to provide updates as deemed necessary.

(i) **Order of Acceptance.** No Preliminary Plat shall be accepted for filing until the Concept Plan has been approved as provided in Section 21. No Final Plat or Construction Plans shall be accepted for filing until the Preliminary Plat has been approved as provided in Section 22. Any plans or plats tendered to the City prior to receiving the appropriate approvals as provided in this section shall not be accepted as received.

(j) **Notices.** All submittals requiring notice to neighboring properties must include a list of the names and addresses of all property owners within the required distance and a preprinted mailing label for each.

(k) **Resubmittal Applications.**

- (i) Resubmittal Applications are subject to the completeness review process set forth in this section. In addition to containing the portions of the original application that are being modified, the Resubmittal Application shall include a transmittal letter that describes how each reason for disapproval of the particular Plat or Plan that is the subject of the resubmittal application is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Resubmittal Application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval. A Resubmittal Application that modifies the original application beyond what is required to satisfy a conditional approval or to remedy reasons for disapproval shall be considered a new application and must be accompanied by the required application fee and will be reviewed and processed in accordance with the deadlines and procedures applicable to initial applications, including but not limited to the thirty (30) day approval deadlines. Except for Construction Plan applications, Resubmittal Applications submitted for the purpose of satisfying a conditional approval or to remedy the reasons for disapproval of a Resubmittal Application shall be

accompanied by the applicable Resubmittal Application Fee.

- (ii) If an application is disapproved because a variance or waiver is required and the applicant wishes to obtain a variance or waiver instead of modifying the original application, the Resubmittal Application will not be accepted until the waiver or variance is approved or the applicant modifies the application to comply with applicable regulations.
- (l) **Incomplete Application Expirations.** An application shall expire on the 45<sup>th</sup> day after the date the application is submitted to the City if:
- (i) the applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Chapter;
  - (ii) within ten (10) business days of the date the application is submitted to the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information that are missing from the application and the date the application will expire if the documents or other information is not provided; and
  - (iii) the applicant fails to provide the specified documents or other information within the time provided in the notice.
- (m) **Disapproval, Conditional Approval.**
- (i) **Resubmittal Application.** After disapproval or conditional approval of an application, the applicant may submit a Resubmittal Application that addresses each condition of approval or remedies each reason for disapproval provided. The Resubmittal Application that has been accepted as complete shall be reviewed and processed in accordance with Sections 21., 22., 23., 24., 27., 28. and 30, as applicable.
  - (ii) **Action on Resubmittal Application.** The Municipal Authority shall take action on the Resubmittal Application within fifteen (15) days of Resubmittal Date. If the City Council also approves an application, the Council, within fifteen (15) days of the date of action on the application by the Commission, shall take action on the Concept Plan application. The failure of either the Municipal Authority to act within fifteen (15) days of the Resubmittal Date (or the Council to act within fifteen (15) days of action on the Resubmittal Application by the Commission, as applicable), shall be deemed an approval of the plan or plat by the Municipal Authority, if the Resubmittal Application satisfies all conditions of a conditional approval or remedies all reasons for disapproval, except as otherwise requested by the applicant and approved by the Municipal Authority pursuant to Section 20A(b).
- (n) **Application Expiration.**
- (i) An application shall expire six (6) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the application is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.

- (ii) The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the application. Substantial progress shall consist of, at a minimum, a resubmission of the application and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
  - (iii) After expiration of an application, any new application will be required to be re-submitted as a new application including re-paying all of the fees associated with this process.
- (o) **Approval Does Not Waive Compliance.** Approval of a Plan or Plat under this Chapter does not waive any requirement or regulation under this Chapter or an applicable City Code unless a waiver, exemption, or variance to such requirement or regulation is granted by the City employee, official, or body authorized to grant such waiver, exemption, or variance.”

**SECTION 8. Addition of Article II. Section 20A. and 20B.** Article II. of the Subdivision Ordinance is hereby amended by adding Sections 20A. and 20B. to read as follows:

**“SECTION 20A. - REQUESTS FOR EXTENSION OF APPROVAL DEADLINE OR WAIVERS OF PROCEDURES.**

- (a) The applicant may request an extension of the thirty (30) day approval deadlines set forth in this Chapter by requesting an extension on the application form. The extension request will be considered by the Municipal Authority responsible for approving the particular Plan or Plat application. Approval of an extension request will extend the deadline for approval of a Plan or Plat by thirty (30) days.
- (b) An applicant may also request in writing the waiver of a deadline or procedure set forth in this Chapter. If approved by the Municipal Authority, the waiver shall be documented by letter agreement or other form of agreement approved by the Municipal Authority.

**SECTION 20B. - ALTERNATIVE REVIEW PROCEDURE; WAIVER OF APPROVAL PROCEDURE.**

- (a) The applicant may request in writing that an application submitted under this Chapter be reviewed under the Alternative Review Procedure described in this Section by electing the Alternative Review Procedure at the time an application is submitted. The applicant may at anytime request that the Alternative Review Procedure be terminated and the application be reviewed under the standard approval procedures set forth in this Chapter. The Alternative Review Procedure shall consist of the following:
  - (i) Submission of the application and completeness review in accordance with Section 20 (e)-(g).
  - (ii) Review of the application by Staff and return of comments to the applicant in accordance with the review schedule prepared by the Director of Development Services and approved by the Commission. The comments shall consist of the reasons that the application does not comply with City ordinances or state law and references to applicable City ordinances or state law.

- (iii) Submission of the application to the Municipal Authority after the applicant has corrected all deficiencies in the application and City Staff certifies that the application complies with applicable City ordinances.
  - (iv) If an applicant requests the Alternative Review Procedure, then the deadlines for action on plats or plans, the requirement for a pre-development meeting, and the requirement for payment of Resubmittal Application Fees will not apply unless the applicant requests in writing submitted on a date established for submission of plats or plans for an application to be moved back into the Standard Approval Procedure.
- (b) An applicant who applies for PUD Zoning may request that the Concept Plan and the Preliminary Plat be reviewed and processed at the same time that the PUD zoning application is being reviewed and processed. If accepted for review in connection with the PUD zoning application, the Concept Plan and the Preliminary Plat will be processed and reviewed with the PUD zoning application in accordance with the submittal procedures, review processes, and approval deadlines applicable to PUD zoning applications. If an applicant requests use of this Alternative Review Procedure, then deadlines for action on the Concept Plan and Preliminary Plat will not apply.”

**SECTION 9. Amendment of Section 21. – Concept Plan.** Section 21. of the Subdivision Ordinance is hereby amended to delete, add or revise the following subsections as follows:

- (a) Subsection (c) *Content.* is hereby amended to add subsection (17) to read as follows:

“(17) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Concept Plan is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Concept Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.”
- (b) Subsection (d) *Procedure.* is hereby amended to delete subsection (2) in its entirety and renumber subsection (3) as subsection (2); and add a new subsection (3) to read as follows:

“(3) The application shall be scheduled for consideration by the Commission within thirty (30) days of the application Filing Date (or within the applicable extension period if an extension is granted), or within fifteen (15) days of the Resubmittal Date, as applicable. The application shall be scheduled for consideration by the Council thirty (30) days of the Commission’s action on the application (or within the applicable extension period if an extension is granted), or within fifteen (15) days of Commission’s action on a Resubmittal Application, as applicable.”

(c) Subsection (d) *Procedure*. subsection (4) is hereby amended in its entirety to read as follows:

“(4) City staff shall prepare a report analyzing the Concept Plan submittal, as well as any comments received concerning the Concept Plan, and recommending action on the Concept Plan. If the recommended action is denial or conditional approval, the report shall include the reasons for denial or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval. This report shall be available at least five (5) business days prior to the Commission meeting.”

(d) Subsection (d) *Procedure*. subsection (5) is hereby amended in its entirety to read as follows:

“(5) If the developer chooses to withdraw the Concept Plan, he/she may do so in writing delivered by noon of the third working day preceding the Commission meeting. A withdrawn Concept Plan may be resubmitted and appear on the next Commission agenda after repayment of the applicable fees and public notification.”

(e) Subsection (f) *Approval*. is hereby amended in its entirety to read as follows:

“(f) *Approval*. The Commission and Council, after holding public hearings in accordance with City ordinances and codes, shall take action on the Concept Plan.

- (1) The Commission shall take action on the application within thirty (30) days of the Filing Date. The failure of either the Commission to act within thirty (30) days of the Filing Date (or within sixty (60) days of the Filing Date where an extension has been granted), or the Council to act within thirty (30) days of action on the Concept Plan by the Commission (or within sixty (60) days where an extension has been granted) shall be deemed an approval of the plan by the respective body, except as otherwise agreed to by the applicant pursuant to Section 20A(b).
- (2) The Council, within thirty (30) days of the date of approval action of the Concept Plan application by the Commission (or within sixty (60) days of the date of action by the Commission where an extension has been granted), shall take action on the Concept Plan application.
- (3) If applicable, zoning of the tract shall permit the uses proposed by the Concept Plan, or a zoning amendment necessary to permit the proposed uses shall be required prior to approval of the Concept Plan.
- (4) Approval of a Concept Plan constitutes acceptance of the general development and arrangement of lots indicated on the plan; the classification and arrangement of streets indicated; the proposed phasing plan; and the nature of utility service proposed. Subsequent zoning approvals cannot be guaranteed.
- (5) Concept Plan approval does not ensure approval of a Preliminary Plat

failing to meet specific requirements of this Ordinance, and approval does not comprise any vesting of development rights or any assurance that permits of any kind will be issued.

- (6) Upon approval of the Concept Plan, the developer shall submit one (1) mylar copy of the approved Concept Plan to be kept on file as a public record in the office of the City.”

(f) Subsection (g) *Expiration*. is hereby amended to replace the expiration period from “one (1) year” to “two (2) years”.

**SECTION 10. Amendment of Section 22. – Preliminary Plat.** Section 22. of the Subdivision Ordinance is hereby amended to delete, add or revise the following subsections as follows:

- (a) Subsection (c) *Content*. is hereby amended to add subsection (6) to read as follows:

“(6) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Preliminary Plat is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Preliminary Plat application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.”

- (b) Subsection (d) *Procedure*. (1) is hereby amended in its entirety to read as follows:

“(1) Legible prints, as indicated on the application form, shall be submitted, along with the following:

- (i) Completed application forms and the payment of all applicable fees.
- (ii) A summary letter stating briefly the type of street surfacing, drainage, water and wastewater facilities proposed, and declaring the intent to either dedicate park land or pay fees in lieu of said dedication if such dedication or fees apply.
- (iii) A petition requesting annexation, if applicable.
- (iv) A letter requesting any variances from the provisions of this Ordinance.
- (v) Any attendant documents needed to supplement the information provided on the Preliminary Plat.”

(c) Subsection (d) *Procedure*. is hereby amended to delete subsection (3) in its entirety; subsection (4) is renumbered as subsection (3); and a new subsection (4) is added to read as follows:



“(4) The application shall be scheduled for consideration by the Commission within thirty (30) days of the application Filing Date (or within the applicable extension period if an extension is granted), or within fifteen (15) days of the Resubmittal Date, as applicable.”

(d) Subsection (d) *Procedure*. subsection (5) is hereby amended in its entirety to read as follows:

“(5) City staff shall prepare a report analyzing the Preliminary Plat submittal, as well as any comments received concerning the Concept Plan, and recommending action on the Preliminary Plat. If the recommended action is denial or conditional approval, the report shall include the reasons for denial or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval. This report shall be available at least five (5) working days prior to the Commission meeting.”

(e) Subsection (d) *Procedure*. subsection (6) is hereby amended in its entirety to read as follows:

“(6) If the developer chooses to withdraw the Preliminary Plat, he/she may do so in writing delivered by noon of the third working day preceding the Commission meeting. A withdrawn Preliminary Plat may be resubmitted and appear on the next Commission agenda after repayment of the applicable fees and public notification.”

(f) Subsection (e) *Notification*. subsection (1) is hereby amended in its entirety to read as follows:

“Approval. The Commission, after holding public hearings in accordance with City ordinances and codes, shall act on the request for Preliminary Plat approval within thirty (30) days of the Filing Date, or within sixty (60) days of the Filing Date if the applicant’s extension request has been granted.”

(g) Subsection (e) *Notification*. subsection (2) is hereby amended in its entirety to read as follows:

“The failure of the Commission to act within 30 days of the Preliminary Plat Filing Date (or within 60 days of the Filing Date when an extension has been granted) shall be deemed an approval of the plat, except as otherwise agreed to by the applicant pursuant to Section 20A(b).”

(h) Subsection (f) *Expiration*. is hereby amended to replace the expiration period from “12 months” to “two (2) years”.

- (i) Subsection (g) *Expiration*. is hereby amended in its entirety to read as follows:

“Extension. The developer may apply for an extension, in writing, prior to the end of the initial two (2) year period, stating reasons for needing the extension and demonstrating pursuit of approvals for Construction Plans and/or Final Plat in accordance with this Ordinance. Upon receipt of this written request, the Commission may, at its discretion, grant up to a one-year extension so long as the Preliminary Plat remains consistent with the Master Plan and/or ordinances of the City.”

- (j) Subsection (h) *Revision*. is hereby amended to add subsections (1), (2), and (3) to read as follows:

- “(1) Content. The content for a revision to a Preliminary Plat shall be the same as the Preliminary Plat.
- (2) Procedure. The procedure, including approval, disapproval, and conditional approval for a revision to a Preliminary Plat shall be the same as the Preliminary Plat.
- (3) Support Documents. The support documents for a revision to a Preliminary Plat shall be the same as the Preliminary Plat unless the Director of Development Services deems that they are unnecessary.

**SECTION 11. Amendment of Section 23. – Construction Plans.** Section 23. of the Subdivision Ordinance is hereby amended to delete, add or revise the following subsections as follows:

- (a) Subsection (c) *Content*. is hereby amended to add subsection (15) to read as follows:

“(15) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Construction Plans are being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Construction Plan application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.”

- (b) Subsection (d) *Procedure*. and subsection (1) are hereby amended in their entirety to read as follows and the rest of the subsections remain as is:

“(d) *Procedure.* After all necessary approvals of the Preliminary Plat have been granted, Construction Plans, together with a completed application form and review fee, shall be submitted to the Director of Development Services or his/her designee for review by City Staff.

(1) Construction Plans may be submitted for review and approval simultaneously with a Final Plat only if the applicant elects to seek approval under the Alternative Review Procedure set forth in Section 20B(a) of the Subdivision Ordinance at the time of submittal. Otherwise, the Final Plat shall not be accepted for review or approved until the Construction Plans have been approved. If the Construction Plans and the Final Plat are to be reviewed simultaneously, a complete application for Construction Plans and a complete application for Final Plat must be submitted to the City simultaneously and the Alternative Review Procedure described in Section 20B(a) will govern review, processing, and approval of the applications.”

(c) Subsection (d) *Procedure.* (2) is hereby amended in its entirety to read as follows:

“(2) City staff shall review all Construction Plan submittals for completeness at the time of application. If in the judgment of the City, the Construction Plan submittal substantially fails to meet the minimal informational requirements as outlined above, it will not be accepted for review.”

(d) Subsection (e) *Approval.* and subsection (1) are hereby amended in their entirety to read as follows; and the rest of the subsections remain as is:

“(c) *Approval.* Within thirty (30) days of the Filing Date (or within 60 days of the Filing Date if an extension request has been approved), the City Engineer shall either approve or disapprove the Construction Plans.

(1) If the Construction Plans are disapproved, the City Engineer shall notify the applicant, in writing by the thirtieth (30th) day following the Filing Date, of disapproval, state the reasons for disapproval, and cite to the law or ordinance that is the basis for disapproval. The failure of either the City Engineer to act within thirty (30) days of the Filing Date (or within sixty (60) days of the Filing Date where an extension has been granted), shall be deemed an approval of the Construction Plans, except as otherwise agreed to by the applicant pursuant to Section 20A(b).”

**SECTION 12. Amendment of Section 24. – Final Plat.** Section 24. of the Subdivision Ordinance is hereby amended to delete, add or revise the following subsections as follows:

(a) Subsection (c) *Content.* is hereby amended to add subsection (7) to read as follows:

“(7) For Resubmittal Applications, in addition to containing the information and documents required by this subsection (c), a transmittal letter that describes how each reason for disapproval of the Final Plat is being remedied or how each condition of a conditional approval is being satisfied, as applicable, and identifying the location in the Final Plat application where each remedy or response to a condition can be found. The transmittal letter shall further identify whether any other changes to the application have been made other than those necessary to respond to the reasons for disapproval.”

(b) Subsection (d) *Procedure*. subsection (1) is hereby amended in its entirety to read as follows:

“(1) A Final Plat may be submitted for review and approval simultaneously with Construction Plans only if the applicant elects to seek approval under the Alternative Review Procedure set forth in Section 20B(a) of the Subdivision Ordinance at the time of submittal, provided however that the Final Plat shall not be approved until the Construction Plans have been approved and all required improvements have been determined by the City Engineer to be complete or fiscal surety is posted for such improvements including any required park improvements. If the Final Plat and Construction Plans are to be reviewed simultaneously, a complete application for Final Plat and a complete application for Construction Plans must be submitted to the City simultaneously and the Alternative Review Procedure described in Section 20B(a) will govern review, processing, and approval of the applications.”

(c) Subsection (d) *Procedure*. (2) is hereby amended in its entirety to read as follows; and subsections (i) – (vii) that follows subsection (2) remain as is:

“(2) Legible prints, as indicated on the application form, shall be submitted prior to the regular meeting of the Commission at which the Final Plat is to be heard, along with the following:”

(d) Subsection (d) *Procedure*. subsection (4) is hereby deleted in its entirety; subsection (5) is renumbered as subsection (4); and a new subsection (5) is added to read as follows:

“(5) The Commission meeting shall be scheduled within thirty (30) days of the application Filing Date, or within fifteen (15) days of the Resubmittal Date, as applicable.”

(e) Subsection (d) *Procedure*. subsection (6) is hereby amended in its entirety to read as follows:

“(6) City staff shall prepare a report analyzing the Final Plat submittal, as well as any comments received concerning the Preliminary Plat, and recommending action on the Final Plat. If the recommended action is denial or conditional approval, the report shall include the reasons for denial or the conditions for approval, as applicable, and citations to the law or ordinance that is the basis for disapproval or the conditional approval. This report shall be available at least five (5) working days prior to the Commission meeting.”

(f) Subsection (d) *Procedure*. subsection (7) is hereby amended in its entirety to read as follows:

“(7) If the developer chooses to withdraw the Final Plat, he/she may do so in writing delivered by noon of the third working day preceding the Commission meeting. A withdrawn Final Plat may be resubmitted and appear on the next Commission agenda after repayment of the applicable fees and public notification, if required.”

(g) Subsection (f) *Approval*. and subsection (1) are hereby amended in their entirety to read as follows; and the subsections that follow remain as is:

“(f) *Approval*. The Commission shall act on the request for Final Plat approval within thirty (30) days of the Filing Date, or within 60 days of the Filing Date if the applicant’s extension request has been granted.

(1) The failure of the Commission to act within thirty (30) days of the Final Plat Filing Date (or within sixty (60) days of the Filing Date where an extension has been granted) shall be deemed an approval of the plat, except as otherwise agreed to by the applicant pursuant to Section 20A(b).”

(h) Subsection (f) *Approval*. subsection (2) is hereby deleted in its entirety and the subsections that follow are renumbered accordingly.

(i) Subsection (g) *Revision*. is hereby amended in its entirety to read as follows:

“(g) *Revision*. If revision of the Final Plat is required by the Commission, then the Final Plat shall not be recorded until the revised Final Plat has been resubmitted and reviewed by City staff for compliance with the Commission's requirements, and the Council's requirements, if any, established by the Council during its consideration of the Concept Plan.

(1) Content. The content for a revision to a Final Plat shall be the same as the Final Plat.

(2) Procedure. The procedure, including approval, disapproval, and conditional approval for a revision to a Final Plat shall be the same as

the Final Plat.

- (3) Support Documents. The support documents for a revision to a Final Plat shall be the same as the Final Plat unless the Director of Development Services deems that they are unnecessary.”

**SECTION 13. Amendment of Section 27. – Amended Plats.** Section 27. of the Subdivision Ordinance is hereby amended to delete, add or revise the following subsections as follows:

- (a) Subsection (f) *Approval*. is hereby amended in its entirety to read as follows:

“(f) *Approval*. The City Engineer shall take action on any Amended Plat meeting the requirements of this Ordinance within thirty (30) days the Filing Date (or within sixty (60) days of the Filing Date if an extension request has been approved). If the Amended Plat is disapproved, the City Engineer shall notify the applicant, in writing by the thirtieth (30th) day following the Filing Date, of disapproval, state the reasons for disapproval, and cite to the law or ordinance that is the basis for disapproval. The failure of the City Engineer to act within thirty (30) days of the Filing Date (or within sixty (60) days of the Filing Date where an extension has been granted), shall be deemed an approval of the Amended Plat, except as otherwise agreed to by the applicant pursuant to Section 20A(b). If in the City Engineer's determination, the Amended Plat does not qualify to be revised as an Amended Plat under this Ordinance or state law, the City Engineer shall disapprove the application in writing, state the specific reason for disapproval, cite to the law or ordinance that is the basis for disapproval, and may require the plat to be processed in accordance with the Final Plat procedures of this Ordinance. An Amended Plat shall not be approved if it is not in conformance with the Zoning Ordinance.”

**SECTION 14. Amendment of Section 28. – Short Form Final Plats.** Section 28. of the Subdivision Ordinance is hereby amended to delete, add or revise the following subsections as follows:

- (a) Subsection (d) *Procedure*. (2) is hereby amended in its entirety to read as follows; and subsections (i) – (vi) that follows subsection (2) remain as is:

“(2) Legible prints, as indicated on the application form, shall be submitted prior to the regular meeting of the Commission at which the Short Form Final Plat is to be heard, along with the following:”

**SECTION 15. Amendment of Section 73.** Section 73 of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

**“SECTION 73. CONDITIONS FOR ISSUING A BUILDING PERMIT, ISSUING A SITE DEVELOPMENT PERMIT, OR ACCEPTING IMPROVEMENTS.**

No improvements to be accepted by the City for ownership, maintenance and operation shall be accepted; no building permit shall be issued for any new structure or change, improvement or alteration of any existing structure, on any lot or tract of land; no site development permit shall be issued for any lot or tract of land; and no municipal utility service will be furnished to such lot or tract which does not comply with the provisions of this Chapter and all applicable provisions of the City’s Code of Ordinances, except as herein exempted or specifically exempted by the City Council or upon the written application and approval of a variance. Every official and employee of the city vested with the duty or authority to issue an approval, permit or certificate shall not issue an approval, permit or certificate for any application, plan, plat, use, building, improvement, or purpose that conflicts with any provision of this Chapter. Any approval, permit, or certificate issued in conflict with the provisions of this Chapter shall be null and void.”

**SECTION 16. Conflicting Ordinances.** The Manor Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**SECTION 17. Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 18. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov’t. Code and the City Charter.

**SECTION 19. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.



**SECTION 20. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** on the 21<sup>st</sup> day of August of 2019.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Rita G. Jonse, Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Paige Saenz, City Attorney



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Acknowledge the resignation of Council Member, Place 4 Dr. Larry Wallace Jr. and vacancy.

**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 acknowledge the resignation of Council Member Dr. Wallace Jr, Place 4 and declare a vacancy.

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

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a development agreement regarding Lagos Public Improvement District.

**BACKGROUND/SUMMARY:**

The City Council previously approved the creation of the Lagos Public Improvement District (PID) in January of 2019. This Development Agreement establishes restrictions and commitments, including the obligations and duties of the Developer and the City, for a period of years; identifies planned land uses and permitted intensity of development of the Lagos project; identifies the authorized improvements and their costs; and provides terms for the payment and reimbursement of the authorized improvements from the contemplated proceeds of the PID bonds.

**PRESENTATION:** ☐ YES ☒ NO

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

Development Agreement

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the development agreement regarding Lagos Public Improvement District.

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

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## **DEVELOPMENT AGREEMENT (Lagos)**

**THIS DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between **706 DEVELOPMENT CORPORATION**, a Texas corporation and **706 INVESTMENT PARTNERSHIP, LTD.**, a Texas limited partnership (collectively, the "Owner") and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City and Owner are hereinafter sometimes referred to as a "Party" and collectively as the "Parties."

### **RECITALS**

A. Owner intends to develop and improve, in one or more phases, all or a portion of that certain tract or parcel of land consisting of approximately 173 acres, all of which is located within the municipal boundaries of the City, as more particularly described in Exhibit "A" attached hereto (the "Property,"") as a mixed-used master-planned community, as provided in this Agreement, in accordance with the Lagos Planned Unit Development as defined herein, and as generally shown as Exhibit "B" attached hereto.

B. On January 31, 2019, Owner submitted to the City its Petition for the Creation of a Public Improvement District to Finance Improvements to the Lagos Subdivision for the creation of a public improvement district (the "PID Petition").

C. The City has determined that the creation and operation of a public improvement district is essential to providing for the planning, financing, construction, operation and maintenance of the Project without imposing an undue burden on the City and its residents and taxpayers.

D. In furtherance of the PID Petition and in order to facilitate the financing and construction of the Authorized Improvements (hereinafter defined), the City adopted Resolution No. 2019-02 on March 20, 2019 (the "PID Creation Resolution") authorizing and creating a public improvement district named "Lagos Public Improvement District" pursuant to authority granted under TEX. LOC. GOV'T CODE CH. 372, as the same may be amended from time to time. It is intended that special assessments will be levied on the Property and PID Bonds (hereinafter defined) will be sold to finance the Authorized Improvements (hereinafter defined).

E. Owner will initially fund the costs to design and construct various Authorized Improvements within the Project (herein defined). Subject to the terms of this Agreement, the City will pay for and/or reimburse the Owner for the costs of the Authorized Improvements from proceeds of the PID Bonds.

F. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, provide public recreational spaces, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

G. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

H. The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness and enforceability of this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS; INCORPORATION OF RECITALS; TERM

1.1 Incorporation of Recitals. The representations, covenants and recitations set forth in the above recitals (the “Recitals”) are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this Article.

1.2 Definitions. Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“Act” means Chapter 372 of the Texas Local Government Code.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 8.6 hereof.

“Applicable Rules” shall have the meaning set forth in Section 4.1 hereof.

“Appraisal” means the appraisal of the Property obtained in connection with issuance of the PID Bonds to determine whether there is sufficient value associated with the Property to meet the value to lien ratios set forth in the PID Finance Exhibits (hereinafter defined).

“Authorized Improvements” means the improvements expressly authorized by the Act and to be constructed and funded in connection with the PID Bonds that are described in the PID Creation Resolution and which will be more particularly described in the PFA and the SAP. A list of public improvements for the Project and their estimated costs are attached hereto as Exhibit “C”. The PID will fund no more than \$12,000,000 in Authorized Improvements, including Bond issuance and financing costs.

“Bond Authorization Date” means the date that the City Council authorizes the issuance of the PID Bonds.

“City” means the City of Manor, Texas, a home rule municipality located in Travis County, Texas.

“City Regulations” means the City’s Charter, City’s Code of Ordinances and the other regulations, standards, codes and ordinances of the City governing the platting or re-platting of land into subdivisions and development of said land in effect as of the Effective Date.

“Code of Ordinances” means the applicable code or ordinances adopted by the City which regulate development or subdivision of real property with the City as in effect as of the Effective Date.

“Effective Date” means the date on which this Agreement is entered into by both Parties, as provided above.

“Indenture of Trust” means an Indenture of Trust between the City and trustee acceptable to City and Owner covering the PID Bonds, as the same may be amended from time to time.

“Owner” means 706 Development Corporation, a Texas corporation, and 706 Investment Partnership, Ltd., a Texas limited partnership, and includes any subsequent Owner, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

“Party” or “Parties” means all or any of the City and the Owner, as applicable, and their respective successors and/or permitted assigns.

“Person” means any individual, partnership, association, firm, trust, estate, public or private corporation, or any other legal entity whatsoever.

“PID” means the public improvement district named “Lagos Public Improvement District” created under authority of the Act pursuant to a resolution dated March 20, 2019 and adopted by the City Council of the City.

“PID Bonds” means the bonds authorized by the City to be issued, in one or more series, in accordance with the PFA (hereinafter defined).

“PID Finance Exhibits” means the financial analysis and assumptions about the Project in accordance with the SAP, the proposed special assessments, and the PID Bonds described in Section 6.1. The information set forth in Section 6.1 may be revised by agreement of the Parties based on updated information received during the due diligence review of the Project, the proposed special assessments, and the proposed PID Bonds.

“PID Financing Agreement” or “PFA” means a PID Financing Agreement to be entered into between City and Owner to provide for the assessment, levying and collection of special assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds and other matters related thereto.

“PID Financing Documents” means the PFA and SAP, collectively.

“Project” means the real estate development planned for the Property known as “Lagos.”

“Property” means the approximately 173-acre tract legally described on Exhibit “A” attached hereto and made a part hereof.

“PUD Plan” shall mean the Lagos Planned Unit Development Final Site Plan for the Lagos Project, approved and fully executed as of October 17, 2018, and shown on Exhibit “B” attached hereto and made a part hereof.

“SAP” means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite special assessments on the Property in support of the PID Bonds in accordance with the PID Finance Exhibits and further subject to the PID Bond issuance requirements set forth under Section 6.1 attached hereto.

“Subdivision Ordinance” means Exhibit A, Chapter 10 of the City’s Code of Ordinances.

1.3 Term. The term of this agreement shall commence on the Effective Date and continue until the earlier to occur of: (a) ten (10) years from the Effective Date; (b) the date the preliminary plat for the Project expires; or (c) the date the concept plan for the Project expires.

## ARTICLE II

### PUD PLAN; BENEFITS; SEQUENCE OF EVENTS; COOPERATION

2.1 PUD Plan. The Property is proposed for development as a mixed-use master planned community, including parkland, open space and other public and private amenities as shown in the PUD Plan. Owner will subdivide and develop the Property and construct the Authorized Improvements, at the Owner’s initial expense in accordance with this Agreement (subject to PID funding and reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules, as defined in Section 4.1 of this Agreement.

2.2 General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property; and (iv) the reimbursements set forth herein. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of construction of roadways, by virtue of expanding its public amenities, and by virtue of extension of its water and wastewater systems, by Owner as herein provided. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.3 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement by the City, and the Owner;



- (b) Submittal and review of preliminary plats for the various phases of the Property; and
- (c) City and Owner's negotiation and execution of various agreements to effectuate the terms of the PID and the issuance, subject to the approval by City Council, of the PID Bonds.

2.4 Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

### ARTICLE III

#### OBLIGATIONS AND CONDITIONS

3.1 City's obligations. The City will reasonably cooperate with Owner and use its best efforts, in good faith, to:

- (a) Complete City staff review and schedule for approval of the concept plan, preliminary plat, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments;

- (b) Negotiate and enter into the PFA and approve the form of SAP prior to the issuance of the PID Bonds, provided that:

- (1) The PFA and the SAP will specifically identify the Authorized Improvements; and
  - (2) Owner can reasonably demonstrate that it has or will have adequate funding to timely complete any infrastructure required for the Project which will not be paid for or reimbursed by the PID Bonds; and

- (c) Authorize issuance of the PID Bonds within six (6) months after receiving a bond issuance request from the Owner (the "Bond Authorization Date") in accordance with the PID Bond issuance requirements set forth in Section 6.1 and the PID Finance Exhibits attached hereto, provided that:

- (1) An appraisal of the Property has been prepared by a third party selected by the City, in consultation with the property owner, prior to issuance of PID Bonds;
  - (2) The Parties have entered into the PFA;
  - (3) Special assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted;
  - (4) Owner can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale that (i) all applicable tests

necessary for issuance of the PID Bonds have been satisfied, (ii) sufficient security for the PID Bonds based upon the market conditions exist at the time of such bond sale, and (iii) any other terms reasonably determined appropriate by the City have been satisfied; and

(d) Subject to the conditions set forth in Section 3.1(b) and 3.1(c), work towards approval of the PFA and issuance of the PID Bonds.

3.2 Owner's obligations. The Owner shall:

(a) Use its best efforts, in good faith, to submit concept plan, preliminary plat, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Reasonably cooperate with the City and use its best efforts, in good faith, to (i) negotiate and enter into the PFA, (ii) request the issuance of the PID Bonds, (iii) provide the City with information needed to evaluate the proposed special assessments, and the issuance of PID Bonds, to develop and adopt the SAP, and to issue the PID Bonds;

(c) Develop the Property and construct all infrastructure required for built-on-the-lot single-family homes and commercial businesses in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time;

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement; and

(f) Agree that this Agreement does not waive the requirements of any Applicable Rules, except as specifically provided herein.

3.3 Conditions. Notwithstanding any other codes, resolutions, or ordinances of the City or any agreements related to the PID to the contrary, in the event any of the following events should occur: (i) the City identifies material flaws in the assumptions set forth in the PID Finance Exhibits, including but not limited to whether the proposed special assessments will impact the marketability of the Project; (ii) the Owner fails to give the City notice of its request to issue bonds; (iii) the Appraisal does not demonstrate that Property meets the value to lien ratio set forth in the PID Finance Exhibits; or (iv) the City fails for any reason to authorize the issuance of the PID Bonds to finance the Authorized Improvements on or before the Bond Authorization Date in accordance with the PID Finance Exhibits, the Parties shall confer to determine whether the issuance of PID Bonds is feasible based on the conditions set forth in Section 6.1. If the Parties elect not to proceed with the issuance of PID Bonds, then Owner shall develop the Project in accordance with the City Regulations.

3.4 Dissolution of PID. The Parties have entered into that Agreement Regarding Dissolution of the Lagos Public Improvement District dated March 20, 2019 (the “Dissolution Agreement”). In the event no PID Bonds, have been issued on or before March 31, 2022, the City shall dissolve the PID in accordance with the terms set forth in the Dissolution Agreement.

## ARTICLE IV

### DEVELOPMENT OF THE PROPERTY

#### 4.1 Applicable Rules.

(a) The Property shall be developed in compliance with the Applicable Rules, this Agreement and pursuant to the PUD Plan, as it may be amended from time to time, and good engineering practices.

(b) The City Development Rules that apply to the Property are the City ordinances, rules, and regulations governing subdivision, land use, site development, and building and utility construction. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

(1) “Applicable Rules” means the City Rules, the City Charter, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

(2) “City Rules” means the City’s ordinances, rules and regulations (including the City Development Rules).

(3) “City Development Rules” means the ordinances and regulations defined in Section 4.1(b) in effect on the Effective Date, as modified by the Code Modifications, with amendments to such regulations applicable to the Property as provided herein.

(4) “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly-granted approvals required under the City Rules for the Project, including the PUD Plan, plat approval, site development plans, and building permits.

4.2 Phased Development. Owner may develop the Project in one or more phases in accordance with the phasing plan approved by City.

4.3 Zoning. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the Property shall allow the Property to be developed in accordance with terms and conditions of this Agreement.

4.4 Vested Rights. The City acknowledges that the Owner shall be deemed vested from the Effective Date of this Agreement to develop the Project in accordance with this Agreement, the City Regulations, and the Code of Ordinances to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code. The Owner's vesting shall expire (1) on the fifth anniversary from the date a concept plan is filed with the City if no progress has been made towards completion of the Project; or (2) if this Agreement is terminated by reason of Owner's default beyond any applicable notice and cure periods (the "Vested Rights"). Progress toward completion of the Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. To the extent any criteria specified in this Agreement which are in conflict with any other current or future City Regulations, then this Agreement shall prevail unless otherwise agreed to by the Owner in writing. For the avoidance of doubt, the Parties acknowledges and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

4.5 Owner's Rights to Continue Development. In consideration of Owner's agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Project except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.6 Parkland. Approximately 26.98 acres shall be dedicated as parkland, open space and wildlife management preserve in compliance with the location of the parkland, open space and wildlife preserve as shown on the PUD Plan and as more particularly depicted in Exhibit "F" ("Parkland and Open Space"). Owner shall design, construct and install the public amenities listed and referenced in Exhibit "F", as more particularly referenced and described hereinafter ("Public Amenities"). Owner shall convey the approximately 26.98 acres by deed to the City upon City's approval of the final plat for the portion of the Property in which the applicable Parkland and Open Space is contained. All Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in Exhibit "F" will be maintained and operated by the Association, as the term is defined in Section 7.1, commencing upon the conveyance of the applicable Parkland and Open Space or acceptance of the first Public Amenities by the City (as applicable) and continuing for as long as the Parkland and Open Space is used as parkland and operated as a wildlife management preserve. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Property in which the Parkland and Open Space is contained. The Public Amenities and other improvements listed and described in Exhibit "F" will be constructed within the Project concurrently with development of each Phase (and as further set forth in Exhibit "F" attached hereto) in which the applicable Public Amenities are located; provided, Owner shall provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 110% of the then-projected cost of any such unconstructed Public Amenity prior to any final plat filing for a particular Phase. Owner shall have the right to draw down on the security posted as construction of the Public Amenities progresses. All Public Amenities described in Exhibit "F" and all Parkland and Open Space conveyed to the City will be maintained and operated by the Association, and the Owner and/or the Association and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as Exhibit "D" concurrently with the conveyance of the Parkland and Open Space or Public Amenities, as applicable.

4.7 Masonry and Design Requirements. The exterior standards set forth in Exhibit “E” shall apply to the structures located on the Property.

## ARTICLE V

### PID TRUE UP

#### 5.1 PID True Up.

(a) The following definitions shall be used in this Article V:

(1) “Maximum Assessment” means, for each lot classification identified in the Service and Assessment Plan (SAP), an assessment equal to an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

(2) “Maximum Equivalent Tax Rate” means, for each lot classification identified in the SAP, \$3.26 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

(b) Mandatory Reduction in Assessments if Maximum Assessment Exceeded.

(1) Maximum Assessment Exceeded at Plat. If the subdivision of any assessed property by a recorded subdivision plat causes the assessment per lot to exceed the Maximum Assessment, then prior to the City approving the plat the Owner must partially prepay the assessment for each property that exceeds the Maximum Assessment in an amount sufficient to reduce the assessment to the Maximum Assessment.

(2) Maximum Assessment Exceeded at PID Bond Issuance. At the time PID Bonds are issued, if the assessment per Lot for any lot classification identified in the SAP exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the assessment on the parcel shall be reduced until the assessment equals the Maximum Assessment.

## ARTICLE VI

### PID BOND ISSUANCE REQUIREMENTS

6.1 PID Bond Issuance Requirements. The PID Financing Documents shall be subject, in addition to other terms and conditions as may be acceptable to the Parties, to the following requirements:

(a) PID Bond Operations. The aggregate principal amount of PID Bonds to be issued shall not exceed \$12,000,000, which shall be used to fund: (i) the actual costs of the Authorized Improvements, (ii) to the extent permitted by law, required reserves and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than twenty-four (24) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(b) Maturity. The final maturity for the PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.

(c) Financing Amount. The Owner intends to request the issuance of the PID Bonds, subject to the condition that the maximum cost of Authorized Improvements to be funded plus issuance and other financing costs shall not exceed \$ 12,000,000.

(d) Loan to Value Ratio. The minimum value to lien ratio at the issuance date of each series of PID Bonds shall be at least 3 to 1 on a parcel by parcel basis, to be calculated as set forth in the Indenture of Trust.

## ARTICLE VII PROPERTY OWNERS ASSOCIATION

7.1. Property Owners Association. Owner will create a Property Owners Association (“Association”), and shall establish bylaws, rules, regulations, and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Subdivision shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in the Project, that are and will be sufficient to maintain (a) the drainage easements and improvements within the Property (the “Drainage”); (b) any part or portion of the Property that is dedicated to the Association (the “Dedicated Property”); and (c) maintenance and operation of the wildlife management preserve and all of the trails and public amenities identified in Exhibit “F” in accordance with Section 4.6 above. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Drainage, Dedicated Property and Public Amenities, and to provide funds required for the management and operation of the Association.

## ARTICLE VIII AUTHORITY; COVENANTS; PROPERTY RIGHTS

### 8.1 Powers.

(a) The City hereby represents and warrants to Owner that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this

Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Owner hereby represents and warrants to the City that Owner has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Owner. Concurrently with Owner's execution of this Agreement, Owner has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Owner, and is enforceable in accordance with its terms and provisions.

8.2 Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Owner is required, or the City or Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, the City Charter, or City Regulations, by the City Manager and for Owner by any officer of Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

## ARTICLE IX

### GENERAL PROVISIONS

9.1 Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

#### 9.2 Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative



and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

9.3 Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

9.4 Liability of the Owner, its successors and assignees. Any obligation or liability of the Owner whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Owner pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Owner and any fiscal surety posted with the City related to the Lagos Subdivision only, except as required by the PFA or any other agreements the Owner enters related to the PID or the Lagos Subdivision. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Owner, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise, except as required by the PFA or any other agreements the Owner enters related to the PID or the Lagos Subdivision.

9.5 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

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

with a copy to:

The Knight Law Firm, LLP  
Attn: Paige H. Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

If to the Owner:

706 Investment Partnership, Ltd.  
Attn: Peter A. Dwyer, President  
9900 Hwy 290 E  
Manor, Texas. 78653

with a copy to:

Armbrust Brown  
Attn: Sharon J. Smith  
100 Congress Ave., Suite 1300  
Austin, Texas 78737

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

9.6. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

9.7. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.8. Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

9.9. Successors and Assigns.

(a) Except as expressly provided in this Section, neither party to this Agreement shall have the right to convey, transfer, assign, mortgage, pledge or otherwise encumber all or any part of its right, title and interest under this Agreement to any party without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

(b) Owner may, from time to time, effectuate a transfer of its rights under this Agreement, in whole or in part, with the consent of City, which shall not be unreasonably withheld, conditioned, delayed, or denied, to any party, provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument.

(c) Owner may pledge, assign or transfer its right, title and interest under this Agreement, in whole or in part, without the consent of the City, to any third party lender of the Project (each, a "Lender") as security for the performance of Owner's loan obligations; and in relation thereto, the City will execute reasonable acknowledgements of this Agreement as may be requested by such Lender, including confirmation whether this Agreement is valid and in full force and effect, whether either party is in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such Lender.

(d) Any attempted transfer of a portion of the Property or of any right or beneficial interest under this Agreement shall not be effective with respect to such interest unless the instrument purporting to carry out such transfer expressly states that the right or beneficial interest subject to the transfer is deemed a transfer to the proposed party and is acknowledged by the City in writing.

(e) Notwithstanding anything to the contrary, this Agreement shall not be binding upon any purchaser of a platted lot or reserve in the Project.

9.10 Exhibits, titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.11 Applicable Law. This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

9.12 Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

9.13 No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Regulations.

9.14 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.15 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9.16 Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

9.17 Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

<u>Exhibit A</u>	Description of Property
<u>Exhibit B</u>	PUD Plan
<u>Exhibit C</u>	Authorized Improvements
<u>Exhibit D</u>	Form of Maintenance and Operations Agreement
<u>Exhibit E</u>	Masonry Requirements
<u>Exhibit F</u>	Parkland and Public Amenities

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**CITY:**

**CITY OF MANOR, TEXAS,**  
a home rule municipality

By: \_\_\_\_\_  
Rita G. Jonse, Mayor

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Saenz, City Attorney

**OWNER:**

**706 Development Corporation,**  
a Texas corporation

By:

Peter A. Dwyer, President

**OWNER:**

**706 INVESTMENT PARTNERSHIP, LTD.,**  
a Texas limited partnership

By: 706 Investment GP, Inc.,  
a Texas corporation,  
its general partner

By: \_\_\_\_\_

Name: Peter A. Dwyer, President

## **EXHIBIT "A"**

### **Description of Property**

#### **LEGAL DESCRIPTION**

#### **173.212 ACRES OF LAND**

173.212 acres of land located in James Manor Survey No. 40, Abstract No. 546, the Calvin Barker Survey No. 38, Abstract No. 58, the James Manor Survey No. 39, Abstract No. 528, the James H. Manor Survey No. 37, Abstract No. 520 Travis County, Texas and being a portion of that certain tract of land conveyed to 706 Investment Partnership, LTD., a Texas limited partnership, as described in Document Number 2005114143, Official Public Records of Travis County, Texas; said 173.212 acres being more particularly described as follows:

**BEGINNING**, at a set ¼ inch iron rod with KHA cap, marking the intersection of the southerly right of way line of Blake Manor Road (variable right of way), with the easterly right of way line of F.M. 973, same being the northwesterly corner of said 706 Investment Partnership, LTD. Tract;

**THENCE**, along the southerly line of said Blake Manor Road, the following courses:

South 79deg 43' 00" East, a distance of 1399.04 feet, to a found ½ Inch Iron rod with cap;  
North 27deg 58' 57" East, a distance of 1.64 feet, to a found ½ Inch Iron rod with cap;  
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 12deg 02' 09", an arc length of 165.01 feet and a chord bearing: South 64deg 48' 28" East, 164.70 feet, to a found ½ inch iron rod with cap;  
South 58deg 53' 38" East, a distance of 851.34 feet, to a found ½ Inch Iron rod with cap;  
Southeasterly, along the arc of a curve to the right having a radius of 785.51 feet, a central angle of 29deg 49' 04", an arc length of 408.79 feet and a chord bearing: South 44deg 01' 37" East, 404.20 feet, to a found ½ inch iron rod with cap;  
South 29deg 04' 06" East, a distance of 1115.99 feet, to a set ¼ inch iron rod with "KHA" cap;

**THENCE**, leaving the southerly line of Blake Manor Road and across the said 706 Investment Partnership, LTD. tract, the following courses:

South 61deg 50' 31" West, a distance of 2766.50 feet, to a set ¼ inch iron rod with "KHA" cap;  
Southwesterly, along the arc of a curve to the right having a radius of 1000.00 feet, a central angle of 36deg 16' 07", an arc length of 633.01 feet and a chord bearing: South 80deg 00' 08" West, 622.49 feet, to a found ½ inch iron rod with cap;  
North 81deg 51' 49" West, a distance of 626.86 feet, to a set ¼ inch iron rod with "KHA" cap located in the easterly right of way line of said F.M. 973;

**THENCE**, along the easterly line of said F.M. 973, the following courses:

North 4°17'10" East, 131.97 feet to a point of for corner;  
Northeasterly, along the arc of a curve to the right having a radius of 5679.58 feet, a central angle of 6deg 07' 33", an arc length of 607.25 feet and a chord bearing: North 7deg 22' 34" West, 606.96 feet, to a found ½ inch iron rod with cap marking the southwestern-most corner of that certain 13.34 acre tract of land conveyed to the Board of Trustees of the Manor Independent School District, as described in Document Number 2015151286, Official Public Records of Travis County, Texas;

**THENCE**, departing the easterly line of said F.M. 973 and along the boundary of said 13.34 acre tract, the following courses:

South 76°23'26" East, a distance of 256.24 feet to a found ½ Inch Iron rod with cap for corner;  
South 80°30'13" East, a distance of 398.47 feet to a found ½ Inch Iron rod with cap for corner;  
South 87°44'52" East, a distance of 225.56 feet to a found ½ inch iron rod with cap for corner;  
North 48°03'21" East, a distance of 396.94 feet to a found ½ inch iron rod with cap of for corner;  
Northwesterly, along the arc of a curve to the left having a radius of 1365.00 feet, a central angle of 37deg 04' 43", an arc length of 883.35 feet and a chord bearing: North 60deg 29' 01" East, 868.02 feet, to a found ½ inch iron rod with cap;  
North 79°01'23" West, a distance of 268.98 feet to a found ½ inch iron rod with cap of curvature;

Lagos PID – 173.212 acres

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JGM  
2-22-2019

Southwesterly, along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 90deg 00' 48", an arc length of 39.28 feet and a chord bearing: South 55deg 58' 13" West, 35.36 feet, to a found ½ inch iron rod with cap located in the easterly right of way line of said F.M. 973;

**THENCE**, North 10°57'49" East, a distance of 2063.79 feet along the easterly right of way line of said F.M. 973 to the **POINT OF BEGINNING**, and containing 173.212 acres of land in Travis County, Texas, as shown in the document saved in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

Basis of Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based GPS observation.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*John G. Mosier 2-22-2019*

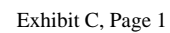
John G. Mosier  
Registered Professional Land Surveyor No. 6330  
Kimley-Horn and Associates, Inc.  
601 NW Loop 410, Suite 350  
San Antonio, Texas 78216  
Ph. 210-541-9166



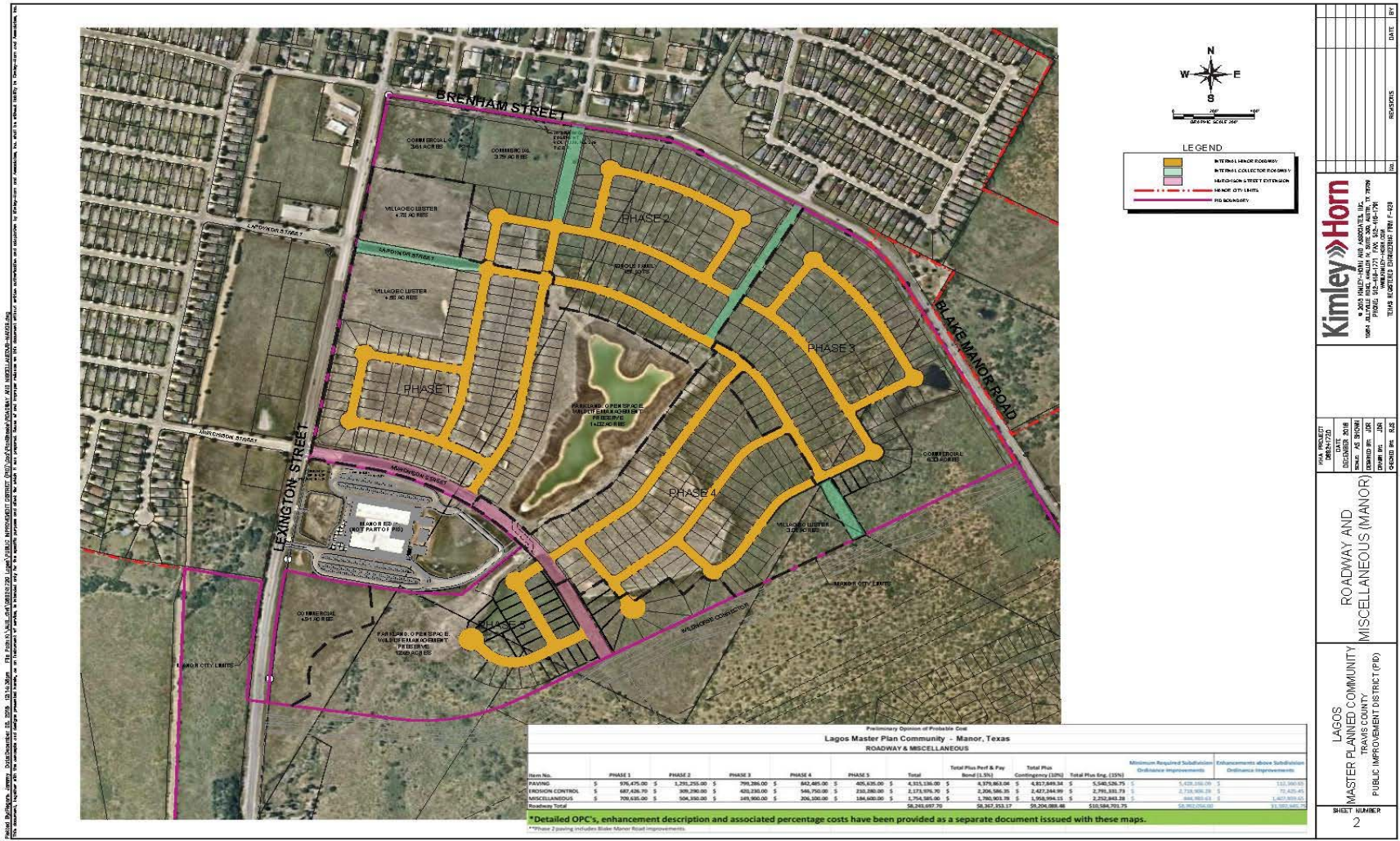


PUD Plan

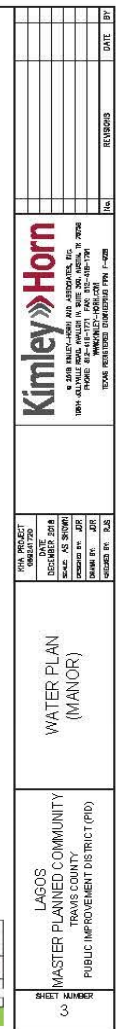
### Authorized Improvements

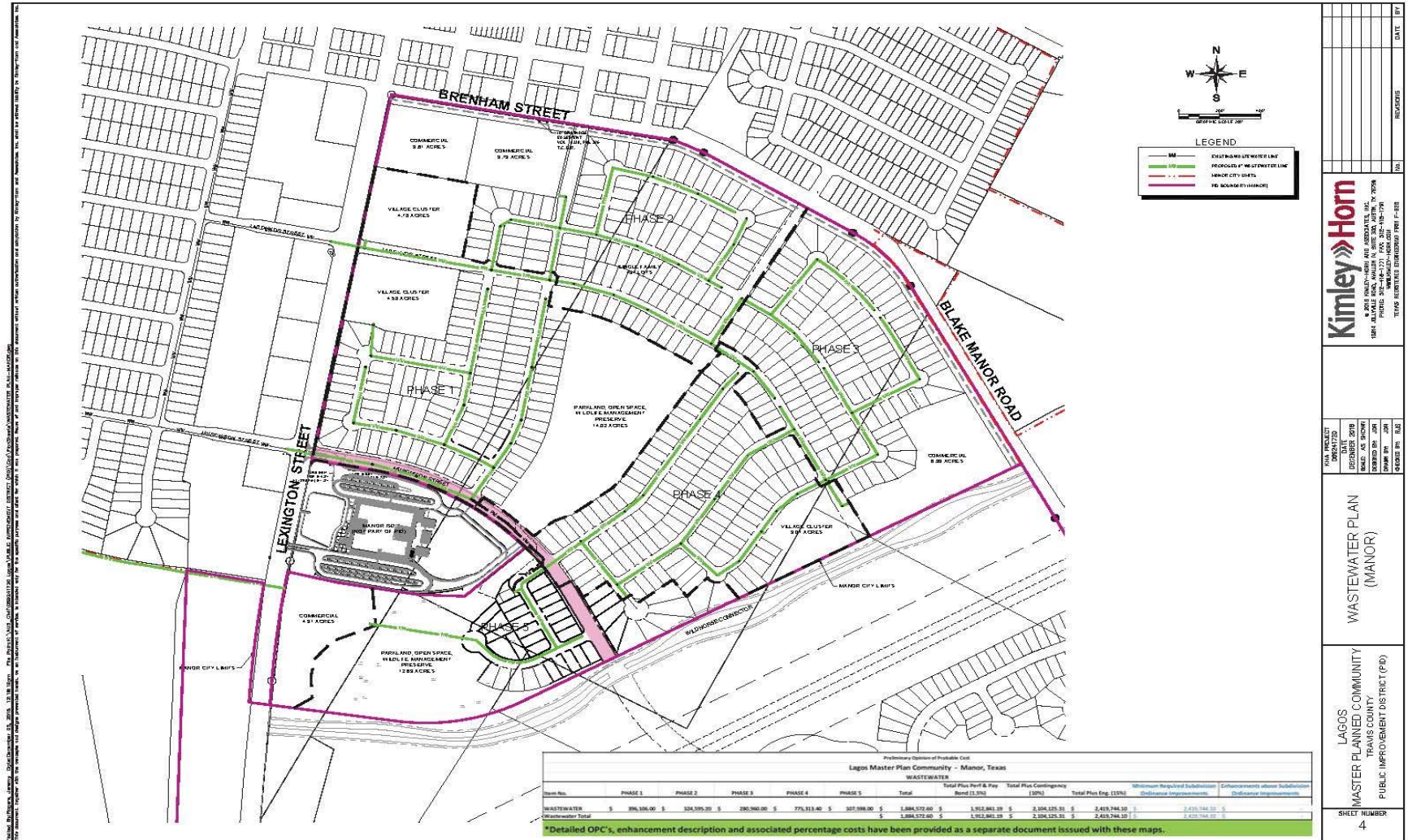




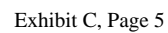




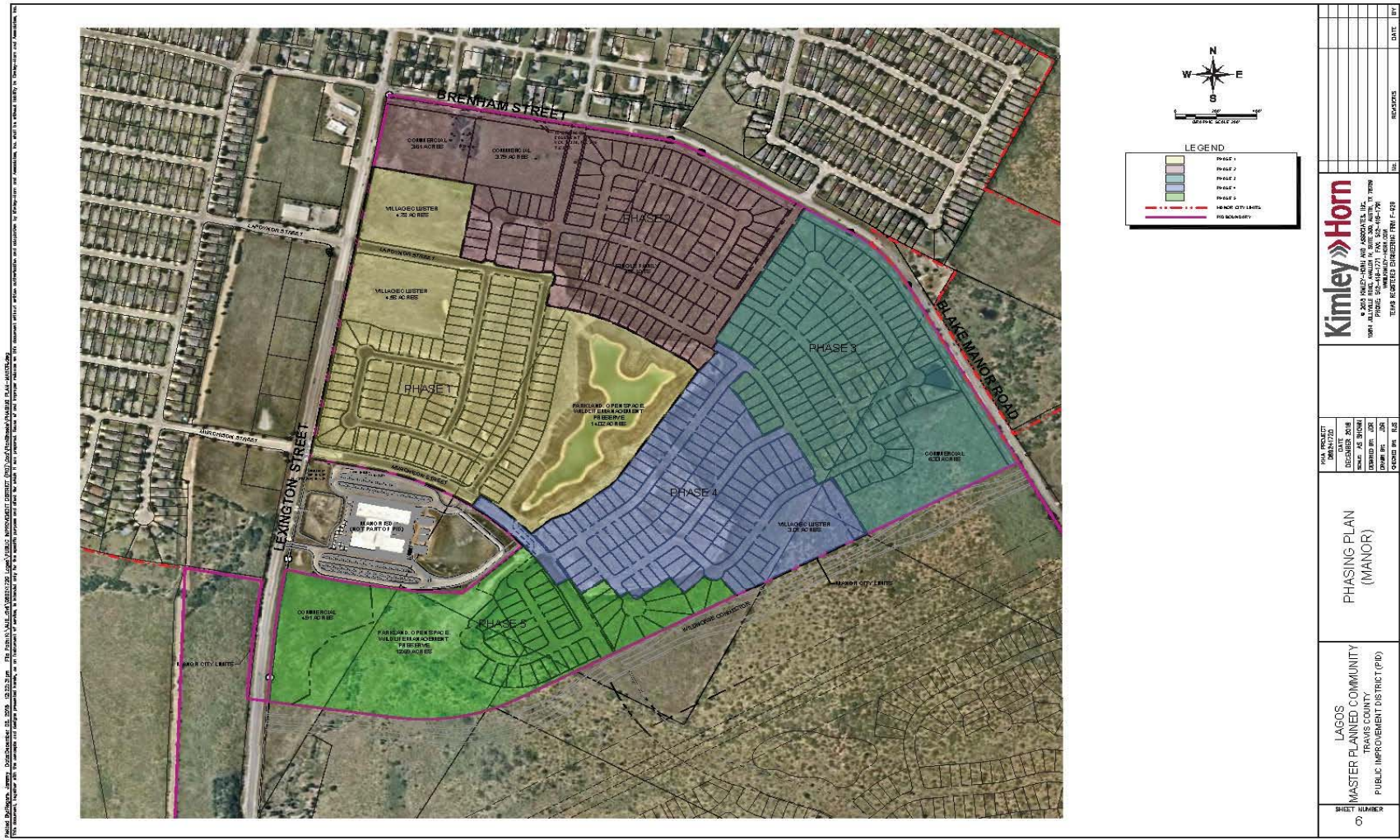












**EXHIBIT D**

Form of Maintenance and Operations Agreement  
[attached]



## MAINTENANCE AND OPERATIONS AGREEMENT

This Maintenance and Operations Agreement (the "Agreement") is entered into by the City of Manor, a Texas home rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Licensee"), effective as of the \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), upon the terms and conditions set forth below.

### I. DEFINED TERMS

A. **"Development Agreement"** means the Development Agreement for Lagos dated effective \_\_\_\_\_.

B. **"Public Amenities"** means the "Public Amenities", as defined in the Development Agreement and as listed on Exhibit "F" of the Development Agreement, and attached hereto as Exhibit "A."

C. **"Lagos Development"** means the "Project", as defined in the Development Agreement, that is being developed on the "Property" (as defined in the Development Agreement) as a master planned community in the city limits of Manor, Travis County, Texas.

### II. PURPOSE OF LICENSE AGREEMENT

A. The City grants to Licensee permission to use those portions of the Lagos Development more particularly described on Exhibit "A" (collectively, the "Licensed Property") solely to operate and maintain the Public Amenities; provided that this Agreement is not intended to prevent Licensee from entering and using land dedicated to the City as parkland in the same manner as the general public. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

B. Licensee agrees that all maintenance and operations permitted by this Agreement with respect to the Licensed Property shall be done in compliance with the "Applicable Rules", as such term is defined in Article IV of the Development Agreement.

### III. ANNUAL FEE

No annual fee shall be due to the City in connection with this Agreement, and the City will not compensate Licensee for the maintenance and operation of the Licensed Property or any Public Amenities.

### IV. CITY'S RIGHT TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the City to use the Licensed Property and the Public Amenities for any purpose not inconsistent with the Development Agreement.

### V. INSURANCE

A. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase

the combined single limit of such coverage from time to time in the reasonable discretion of the City. Such insurance coverage shall specifically name the City as an additional insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee may satisfy the insurance requirement herein by blanket policies covering property in addition to the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the Manor City Manager on or before the Licensee's use or occupancy of the Licensed Property.

B. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse and shall provide the City where possible thirty (30) days written notice as evidenced by a return receipt of registered or certified mail of any anticipated cancellation, reduction, restriction, or other limitation thereafter established under such policy of insurance.

## **VI. INDEMNIFICATION**

Licensee shall indemnify, defend, and hold harmless the City and its officers, agents, and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including reasonable attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by Licensee's use of the Licensed Property under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, expenses or other liability for personal injury, death, or damage to any person or property (i) for which the City shall have been compensated by insurance provided under Paragraph V, above, (ii) arising out of any acts or omissions by the City under Paragraph IV, above, or (iii) arising solely from the negligence or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

## **VII. CONDITIONS**

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to the Licensed Property unless such damage is as a result of acts or omissions by the City.

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed such that grass and weeds do not exceed the height limits established by City ordinances and regulations. Licensee shall maintain all Public Amenities in good repair, working order, and condition and in compliance with this Agreement and the Development Agreement, as applicable. The City may require Licensee to take action to maintain the Licensed Property and the Public Amenities in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property and rebuilding and reconstructing trails or any other Public Amenities, save and except removal or repairs due to normal wear and tear such action shall be completed within thirty (30) days (or such reasonable period of time if thirty (30) days is not feasible) following receipt of a written request from the City. Licensee shall have no obligation to maintain any improvements placed upon the Licensed Property by the City.

C. Operation. Licensee shall operate the Licensed Property in accordance with applicable state regulations for wildlife management use, including requirements identified in the Texas Parks and Wildlife, Wildlife Management Activities and Practices, Comprehensive Wildlife Management Planning Guidelines for the Post Oak Savannah and Blackland Prairie Ecological Regions, revised April 2010, and in accordance with Section 4.6 of the Development Agreement.

D. Removal or Modification. No Public Amenities may be modified or removed from the Licensed Property without the prior written consent of the City.

E. Default. In the event that Licensee fails to maintain the Licensed Property as provided in this Agreement and the Development Agreement, or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and if Licensee does not satisfactorily remedy the same within the thirty (30) day period (provided that the City shall allow such additional time as may be reasonably necessary for Licensee to cure any failure as long as Licensee commences such cure within the thirty (30) day period provided and diligently pursues such cure thereafter and as long as such additional time does not exceed ninety (90) days from the date of the notice) the City may pursue its remedies under Paragraph XI below.

City Address:

City of Manor  
Attention: City Manager  
105 E Eggleston Street  
Manor, Texas 78653

Licensee Address:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **VIII. COMMENCEMENT**

This Agreement shall begin on the Effective Date and continue thereafter for as long as the Licensed Property is used as parkland and operated for wildlife management use in accordance with Section 4.6 of the Development Agreement.

## **IX. TERMINATION**

Notwithstanding any other term, provision, or condition of this Agreement and the Development Agreement, subject only to prior written notification to Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement beyond applicable notice and cure periods, including but not limited to the insurance requirements specified herein. The City agrees that if the City terminates this Agreement, the City will operate and maintain the Public Amenities in the manner contemplated by the Development Agreement with reimbursement by Licensee of City's costs to operate and maintain the Public Amenities. The City may further terminate and revoke this Agreement if:

- A. Use of the Licensed Property becomes necessary for another public purpose;
- B. The Public Amenities, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Public Amenities; or
- C. Maintenance or alteration necessary to alleviate a danger to the public has not been made after the notice and cure periods provided herein have elapsed.

## **X. FUNDING MAINTENANCE OBLIGATION**

Licensee will establish periodic homeowner's association dues and assessments, to be charged and paid by the lot owners within the property under the jurisdiction of Licensee pursuant to such bylaws, rules, regulations and restrictive covenants established by Licensee (collectively, "Association Regulations"), in order to maintain and operate the Public Amenities as provided in this Agreement. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance and operation of the Public Amenities, and to provide funds required for the management and operation of Licensee.

#### **XI. REMEDIES**

The City will be entitled to judicially enforce Licensee's obligations under this Agreement pursuant to the Association Regulations. Licensee also agrees that, in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right to obtain a writ of mandamus or an injunction, or to seek specific performance against Licensee to enforce Licensee's obligations under this Agreement.

#### **XII. EMINENT DOMAIN**

If any portion of the Licensed Property is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Licensed Property so condemned.

#### **XIII. INTERPRETATION**

This Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

#### **XIV. APPLICATION OF LAW**

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, in a manner that is consistent with the intent of the parties as evidenced by this Agreement.

#### **XV. SPECIFIC PERFORMANCE**

If either party materially breaches the terms of this License Agreement, such material breach shall be an event of default. In that event, the nondefaulting party to this License Agreement may pursue the remedy of specific performance.

#### **XVI. VENUE**

Venue for all lawsuits concerning this Agreement will be in the Travis County, Texas.

#### **XVII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

This Agreement and all of the covenants herein shall run with the Licensed Property; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

## **XVIII. AMENDMENT**

This License Agreement may be amended only by an instrument in writing signed and approved by both parties.

## **XIX. ASSIGNMENT**

Licensee shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City.

## **XX. POWER AND AUTHORITY**

A. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

B. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

\* \* \*

[SIGNATURE PAGE FOLLOWS]

**TERMS AND CONDITIONS ACCEPTED**, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSOR:**

City of Manor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

**LICENSEE:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Mayor, City of Manor, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

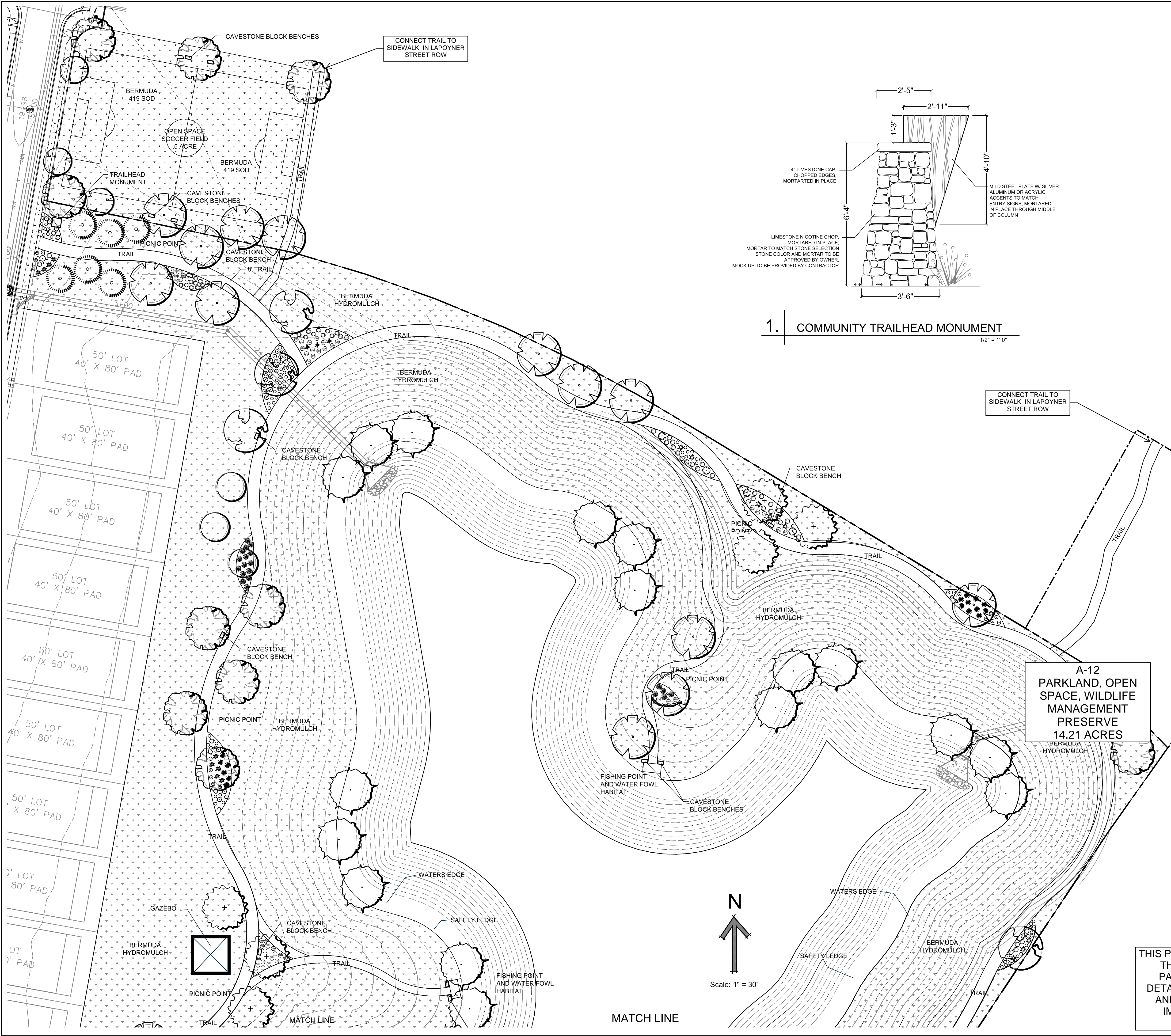
\_\_\_\_\_  
Notary Public - State of Texas

**AFTER RECORDING RETURN TO:**

City of Manor  
Attn: City Secretary  
105 E Eggleston Street  
Manor, Texas 78653

**Exhibit “A”**  
**Licensed Property**  
[attached]





1. COMMUNITY TRAILHEAD MONUMENT

CONNECT TRAIL TO  
SIDEWALK IN LAPOYNER  
STREET ROW

A-12  
PARKLAND, OPEN  
SPACE, WILDLIFE  
MANAGEMENT  
PRESERVE  
14.21 ACRES

CANOPY TREES (HARDWOODS)				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
17		MONTERREY OAK	Quercus polymorpha	2" caliper, container grown
39		LIVE OAK	Quercus virginiana	2" caliper, container grown (3" caliper at entry)
12		CEDAR ELM	Ulmus crassifolia	2" caliper, container grown
30		MONTEZUMA CYPRESS	Taxodium mucronatum	2" caliper, container grown
8		TEXAS RED OAK	Quercus texana	2" caliper, container grown

ORNAMENTAL TREES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
15		PALO VERDE	Parkinsonia florida	30 gallon, container grown
10		DESERT WILLOW	Chilopsis linearis	30 gallon, container grown
13		MOUNTAIN LAUREL	Sophora secundiflora	30 gallon, container grown
16		GRAPE MYRTLE 'NATCHEZ'	Lagerstroemia indica 'Natchez'	30 gallon, container grown

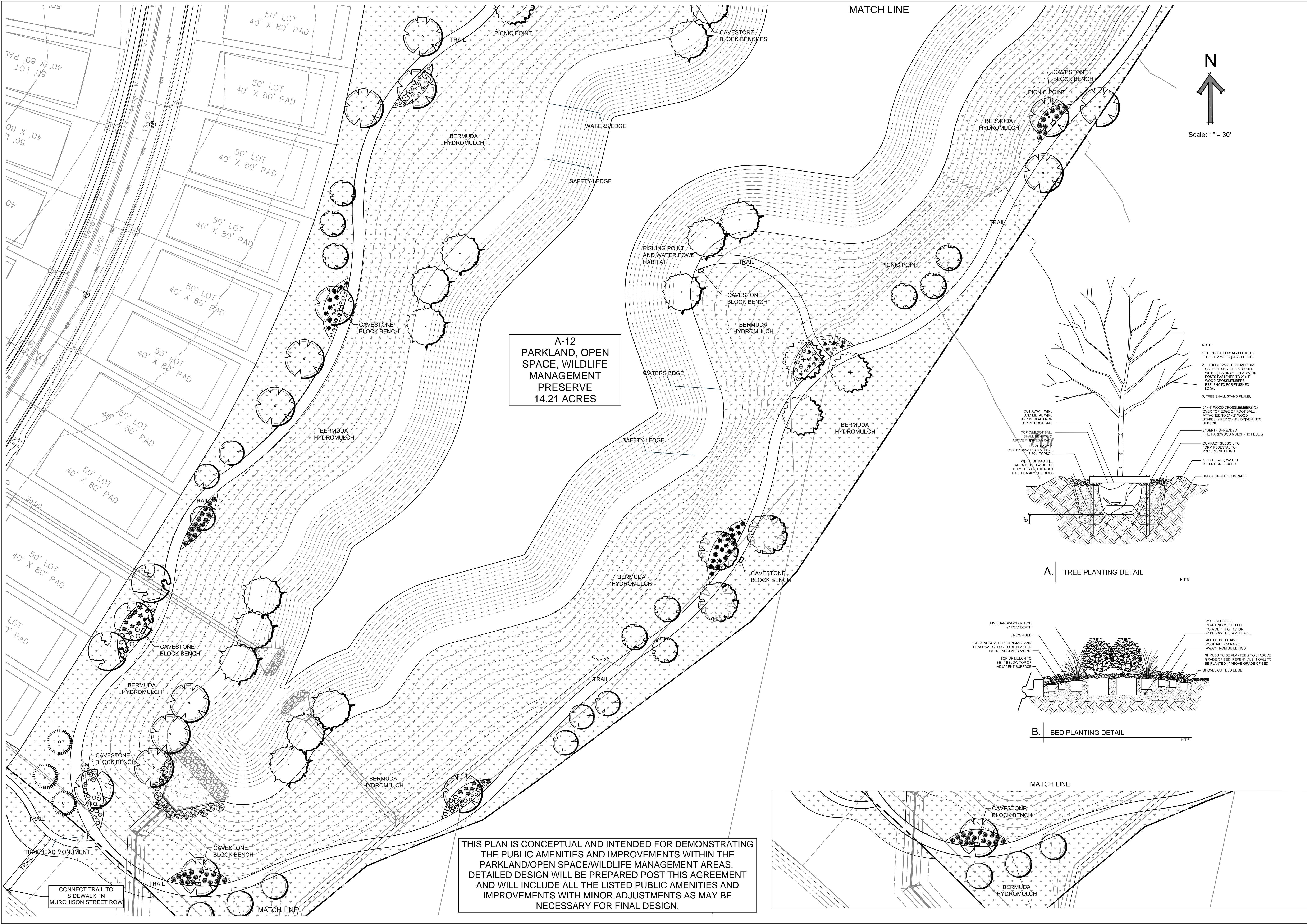
SHRUBS & ORNAMENTAL GRASSES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
8		COTONEASTER	Cotoneaster glaucophylla	5 Gallon, 18" Ht./18" spread
13		GREEN CLOUD SAGE	Leucophyllum frutescens 'Green Cloud'	5 Gallon, 24" Ht./20" spread
36		PINEAPPLE GUAVA	Feijoa sellowiana	5 Gallon, 24" Ht./20" spread
159		DWARF MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 Gallon, 24" Ht./20" spread
54		VIBURNUM SUSPENSUM	Viburnum suspensum	7 Gallon, spaced as shown
45		GULF MUHLY	Muhlenbergia capillaris	5 Gallon, 24" Ht./20" spread
50		WAX MYRTLE	Myrica cerifera	5 Gallon, 30" Ht./24" spread
11		* AGAVE	Agave weberii, variegata, Agave ovatifolia	15 Gallon, 24" Ht./24" spread
49		RED YUCCA	Hesperaloe parviflora	5 Gallon, 12" Ht./12" spread
15		SOFT YUCCA	Yucca recurvifolia	5 Gallon, 18" Ht./12" spread
8		THORNLLESS PRICKLY PEAR	Opuntia ficus	5 Gallon, 18" Ht./12" spread
3		SPANISH DAGGER	Yucca treculeana	24" box - 3'+ Clear Trunk

PERENNIALS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
87		PINK SKULLCAP	Scutellaria suffrutescens	1 Gallon, spaced as shown
60		RED LANTANA	Lantana sp. 'Sunset'	1 Gallon, spaced as shown
31		GREEN MOUND JUNIPER	Juniperus procumbens 'Green Mound'	1 Gallon, spaced as shown
22		DRIFT ROSE RED	Rosa 'meigalpio	3 Gallon, spaced as shown
26		JERUSALEM SAGE	Phlomis fruticosa	1 Gallon, spaced as shown
23		SALVIA GREGGII	Salvia greggii - Hot Pink	1 Gallon, spaced as shown
15		PINK GUARA	Guara lindheimeri	1 Gallon, spaced as shown
28		SOCIETY GARLIC	Tulbaghia violacea	3 Gallon, spaced as shown
46		RUSSIAN SAGE	Perovskia atriplicifolia	3 Gallon, spaced as shown
43		BLUE MISTFLOWER	Conoclinium coelestinum	1 Gallon, spaced as shown

NATIVE PLANTS, TURF & RIVER ROCK			
QUANTITY	SYMBOL	COMMON NAME	DESCRIPTION
332,526 S.F.		COMMON BERMUDA	BERMUDA HYDROMULCH
16,175 S.F.		BERMUDA 419	BERMUDA 419 SOD
3,190 S.F.		RIVER ROCK DRY CREEKS	RIVER ROCK, COLORADO (DARK) 3 TO 6"
20		BOULDER BENCHES	CAVESTONE BOULDER BENCH, 2' x 2' x 4"

THIS PLAN IS CONCEPTUAL AND INTENDED FOR DEMONSTRATING THE PUBLIC AMENITIES AND IMPROVEMENTS WITHIN THE PARKLAND/OPEN SPACE/WILDLIFE MANAGEMENT AREAS. DETAILED DESIGN WILL BE PREPARED POST THIS AGREEMENT AND WILL INCLUDE ALL THE LISTED PUBLIC AMENITIES AND IMPROVEMENTS WITH MINOR ADJUSTMENTS AS MAY BE NECESSARY FOR FINAL DESIGN.

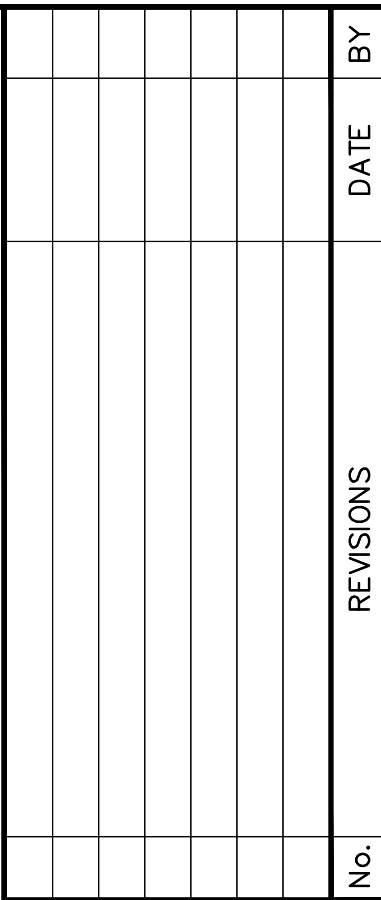






OPINION OF PROBABLE COST					
Lagos-Manor					
PROJECT NAME:	Lagos - Phase 1 Public Amenity Improvements	ACRES:	14.21	NO. OF LOTS:	-
CITY:	MANOR, TEXAS			CREATED BY:	RJS
JOB NUMBER:	069241722	CREATED:	8.15.19	CHECKED BY:	RJS
FILE NAME:		PRINTED:		REVISED BY:	RJS
A. PUBLIC AMENITY IMPROVEMENTS ALLOWANCE					
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - ONE GAZEBO	LS	1	\$ 100,000.00	\$ 100,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - TRAILHEAD MONUMENT	LS	1	\$ 20,000.00	\$ 20,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - 3,000 LF LAKE TRAIL SYSTEM	LS	1	\$ 140,000.00	\$ 140,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE LANDSCAPING	LS	1	\$ 100,000.00	\$ 100,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE SOD AND REVEG	LS	1	\$ 50,000.00	\$ 50,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - IRRIGATION	LS	1	\$ 40,000.00	\$ 40,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - FISHING POINTS AND HABITAT FOR WATER FOWL	LS	1	\$ 40,000.00	\$ 40,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - PICNIC POINTS	LS	1	\$ 10,000.00	\$ 10,000.00	
TOTAL PUBLIC AMENITY IMPROVEMENTS ALLOWANCE				\$ 500,000.00	
NOTES:					
1) The above OPC is an allowance for the public amenities and improvements to be constructed within the parkland/open space/wildlife management preserve areas.					





KHA PROJECT 069241722	DATE JULY 2019	SCALE: AS SHOWN	DESIGNED BY: KJB	DRAWN BY: JMW	CHECKED BY: RJS
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LAGOS  
PHASE 5  
CITY OF MANOR  
TRAVIS COUNTY, TEXAS

SHEET NUMBER  
2

This document, together with the comments and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was created. Release of and/or reuse of this document without written authorization and adaptation by Krivine-Horn and Associates, Inc. shall be without liability to Krivine-Horn and Associates, Inc. File Path: \\AUS\_Civil\\06924722\_Logos\_Memo\\Dwg\\Preliminary\_Plan\\PHASE 5\\Cdr\\PlanSheets\\Overall Prelim Plan.dwg  
Printed By: Walker, Jordan (Austin) Date: July 03, 2019 12:28:40pm



OPINION OF PROBABLE COST					
Lagos-Manor					
PROJECT NAME:	Lagos - Phase 5 Public Amenity Improvements	ACRES:	12.77	NO. OF LOTS:	-
CITY:	MANOR, TEXAS			CREATED BY:	RJS
JOB NUMBER:	069241722	CREATED:	8.15.19	CHECKED BY:	RJS
FILE NAME:		PRINTED:		REVISED BY:	RJS
A. PUBLIC AMENITY IMPROVEMENTS ALLOWANCE					
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - 1800 LF LAKE TRAIL SYSTEM	LS	1	\$ 40,000.00	\$ 40,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE LANDSCAPING	LS	1	\$ 25,000.00	\$ 25,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE SOD AND REVEG	LS	1	\$ 12,500.00	\$ 12,500.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - IRRIGATION	LS	1	\$ 12,500.00	\$ 12,500.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - PICNIC POINT	LS	1	\$ 10,000.00	\$ 10,000.00	
TOTAL PUBLIC AMENITY IMPROVEMENTS ALLOWANCE				\$ 100,000.00	
NOTES:					
1) The above OPC is an allowance for the public amenities and improvements to be constructed within the parkland/open space/wildlife management preserve areas.					

## **EXHIBIT E**

### **Masonry and Design Requirements**

1. All single family dwellings on the Property shall be constructed with a minimum of masonry construction that complies with the following table. Masonry construction shall mean stone, brick or cement stucco and shall not include hardy board or other fiber content materials.

LOT SIZE (SF)	OVERALL % MASONRY	FRONT ELEVATION % MASONRY
6,000	60%	70%
7,500	65%	80%

2. All commercial buildings on the Property shall be constructed as follows:

(a) For all buildings at least two of these elements should repeat horizontally. Buildings with façades greater than 100 feet in length should include several of the elements listed below, repeated at appropriate intervals, either horizontally or vertically:

- \* Color change, recognizable but not a strong contrast.
- \* Textural change.
- \* Material change.
- \* Architectural variety and interest with offsets, archways or other appurtenances.

(b) Principal exterior building materials should be of high quality and durable. These include:

- \* Brick.
- \* Stone, natural or faux.
- \* Integral color, sand-blasted or stained textured masonry.
- \* Split-face or scored masonry units.
- \* Textured tilt-up walls.
- \* Stucco/EFIS.
- \* Metal roofs.
- \* Concrete or clay tile roofs.
- \* Clear and tinted glass.
- \* Architectural metal.

(c) Major exterior building materials should not include the following:

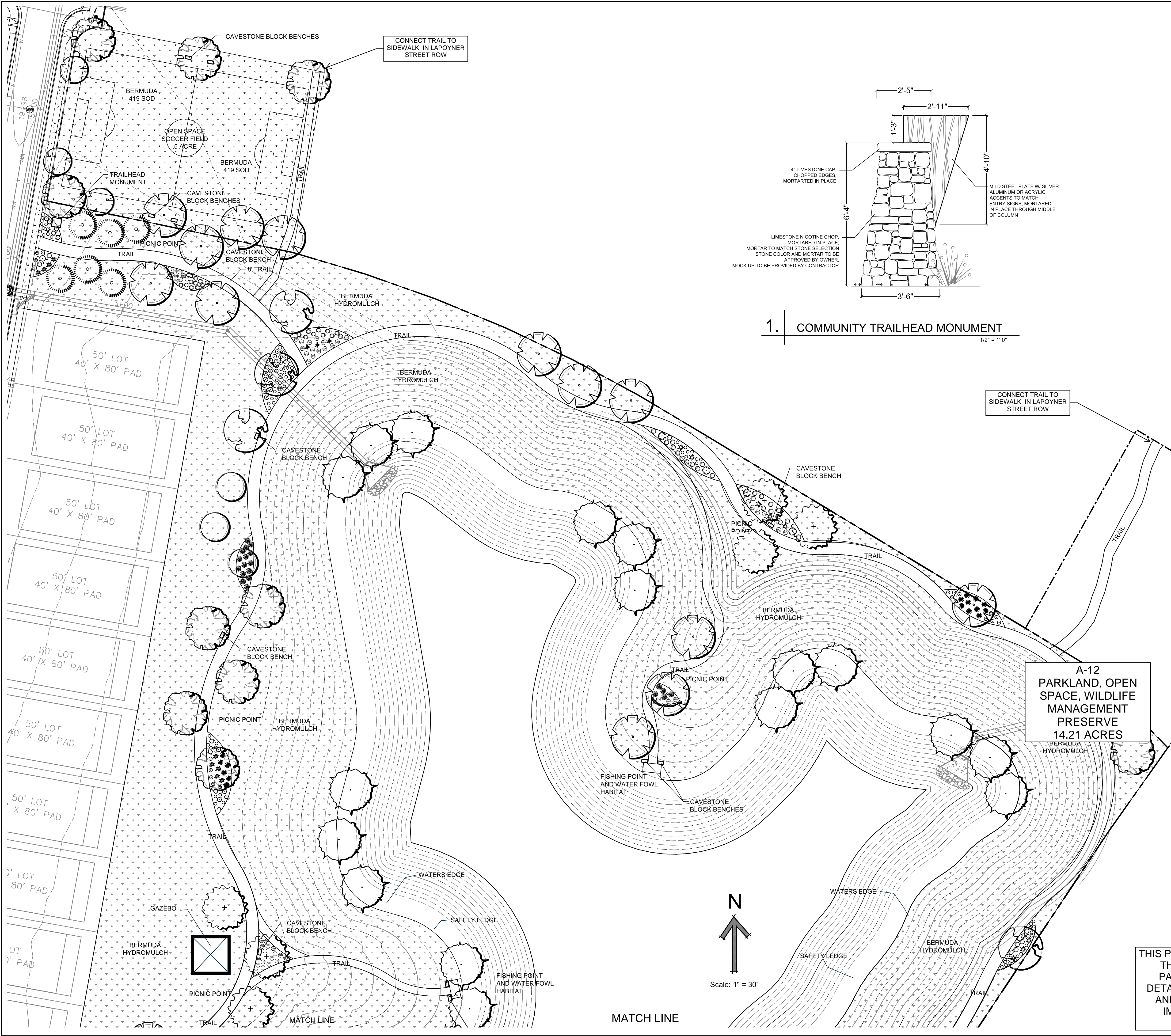
- \* Un-textured tilt-up concrete panels.
- \* Pre-fabricated steel panels. (except that steel or metal buildings may be used when one or more of the suggested exterior materials are used on facades facing rights-of-way).
- \* Corrugated metal.
- \* Asphalt shingle roofs, except for period architecture.
- \* Highly reflective glass.
- \* Wood.

(d) Predominant façade colors should possess low reflectivity characteristics, and respect the diversity of color in Central Texas. The use of bright color schemes may not be appropriate in many contexts.

**EXHIBIT F**

Parkland and Public Amenities  
[attached]





1. COMMUNITY TRAILHEAD MONUMENT

CONNECT TRAIL TO  
SIDEWALK IN LAPOYNER  
STREET ROW

A-12  
PARKLAND, OPEN  
SPACE, WILDLIFE  
MANAGEMENT  
PRESERVE  
14.21 ACRES

CANOPY TREES (HARDWOODS)				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
17		MONTERREY OAK	Quercus polymorpha	2" caliper, container grown
39		LIVE OAK	Quercus virginiana	2" caliper, container grown (3" caliper at entry)
12		CEDAR ELM	Ulmus crassifolia	2" caliper, container grown
30		MONTEZUMA CYPRESS	Taxodium mucronatum	2" caliper, container grown
8		TEXAS RED OAK	Quercus texana	2" caliper, container grown

ORNAMENTAL TREES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
15		PALO VERDE	Parkinsonia florida	30 gallon, container grown
10		DESERT WILLOW	Chilopsis linearis	30 gallon, container grown
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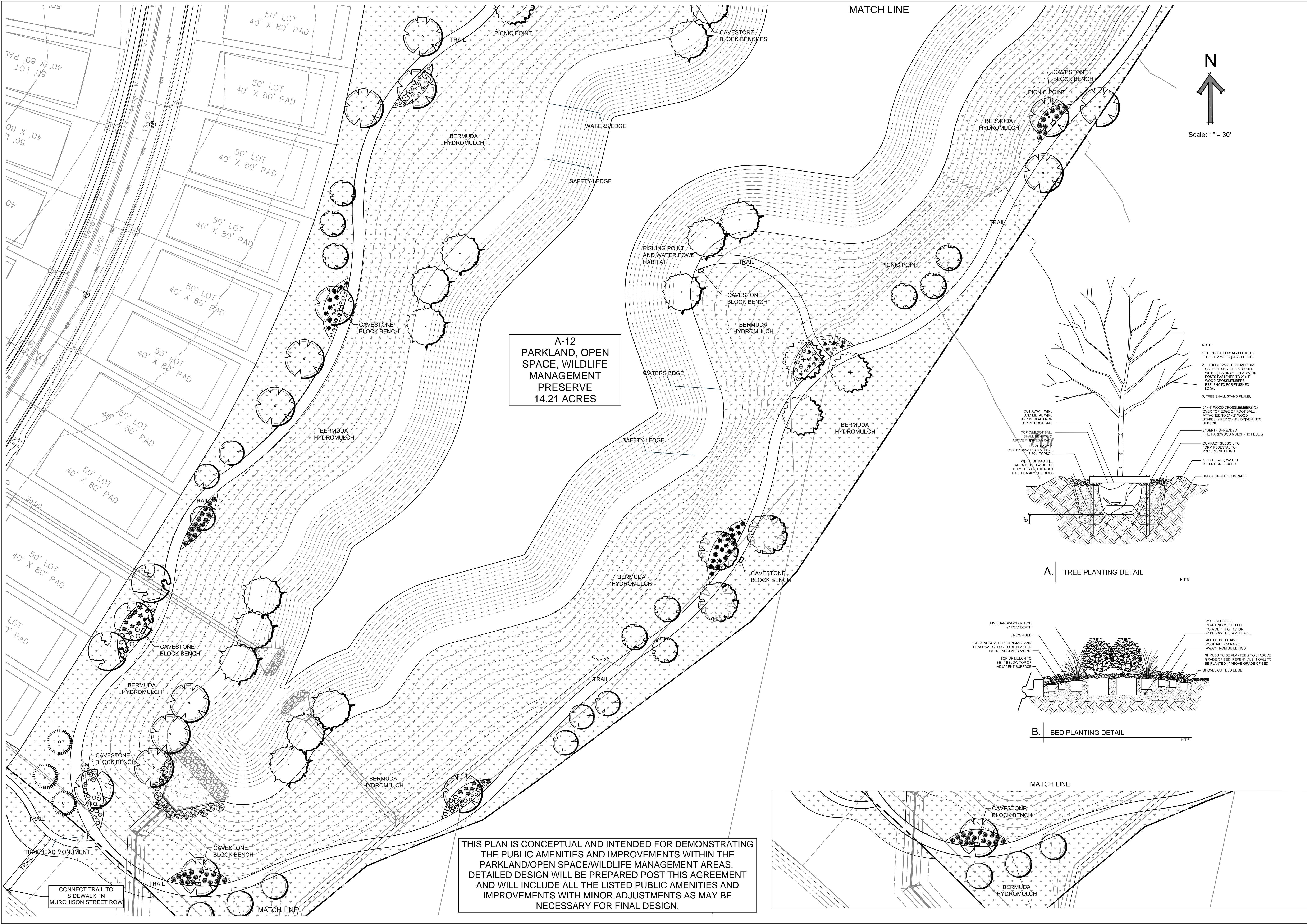
SHRUBS & ORNAMENTAL GRASSES				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
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13		GREEN CLOUD SAGE	Leucophyllum frutescens 'Green Cloud'	5 Gallon, 24" Ht./20" spread
36		PINEAPPLE GUAVA	Feijoa sellowiana	5 Gallon, 24" Ht./20" spread
159		DWARF MAIDEN GRASS	Miscanthus sinensis 'Adagio'	5 Gallon, 24" Ht./20" spread
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43		BLUE MISTFLOWER	Conoclinium coelestinum	1 Gallon, spaced as shown

NATIVE PLANTS, TURF & RIVER ROCK			
QUANTITY	SYMBOL	COMMON NAME	DESCRIPTION
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PLANNED ENVIRONMENTS, INC.

BECHTOL GOLF DESIGN

WATERS of AMERICA

9104 ATWATER COVE AUSTIN, TX 78733 (512)474-0806 (512)474-5458fax peibg@peibg.com

CONCEPTUAL PUBLIC AMENITIES AND IMPROVEMENTS EXHIBIT

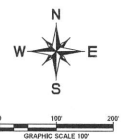
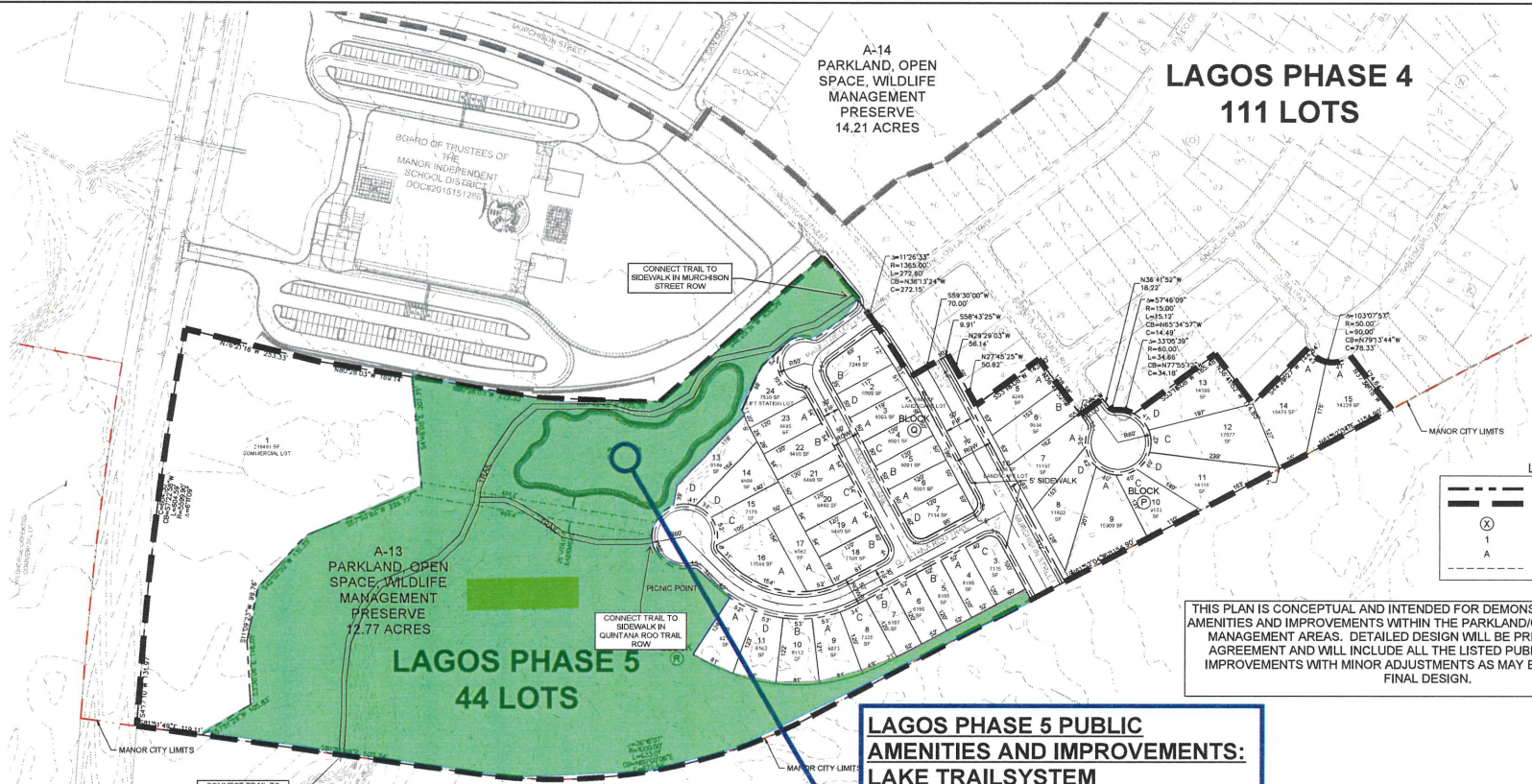
Drawn by: BE  
Reviewed by: RB  
Date: 7/18/18  
Revised: 8/16/18  
REVISED: 08.13.19 B2

L1.4



OPINION OF PROBABLE COST					
Lagos-Manor					
PROJECT NAME:	Lagos - Phase 1 Public Amenity Improvements	ACRES:	14.21	NO. OF LOTS:	-
CITY:	MANOR, TEXAS			CREATED BY:	RJS
JOB NUMBER:	069241722	CREATED:	8.15.19	CHECKED BY:	RJS
FILE NAME:		PRINTED:		REVISED BY:	RJS
A. PUBLIC AMENITY IMPROVEMENTS ALLOWANCE					
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT	
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PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - TRAILHEAD MONUMENT	LS	1	\$ 20,000.00	\$ 20,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - 3,000 LF LAKE TRAIL SYSTEM	LS	1	\$ 140,000.00	\$ 140,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE LANDSCAPING	LS	1	\$ 100,000.00	\$ 100,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE SOD AND REVEG	LS	1	\$ 50,000.00	\$ 50,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - IRRIGATION	LS	1	\$ 40,000.00	\$ 40,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - FISHING POINTS AND HABITAT FOR WATER FOWL	LS	1	\$ 40,000.00	\$ 40,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - PICNIC POINTS	LS	1	\$ 10,000.00	\$ 10,000.00	
TOTAL PUBLIC AMENITY IMPROVEMENTS ALLOWANCE				\$ 500,000.00	
NOTES:					
1) The above OPC is an allowance for the public amenities and improvements to be constructed within the parkland/open space/wildlife management preserve areas.					

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**LEGEND**

- PROPERTY LINE
- PHASE LINE
- BLOCK NUMBER
- LOT NUMBER
- SETBACK DESIGNATION
- 4' SIDEWALK (UNLESS OTHERWISE NOTED)

THIS PLAN IS CONCEPTUAL AND INTENDED FOR DEMONSTRATING THE PUBLIC AMENITIES AND IMPROVEMENTS WITHIN THE PARKLAND/OPEN SPACE/WILDLIFE MANAGEMENT AREAS. DETAILED DESIGN WILL BE PREPARED POST THIS AGREEMENT AND WILL INCLUDE ALL THE LISTED PUBLIC AMENITIES AND IMPROVEMENTS WITH MINOR ADJUSTMENTS AS MAY BE NECESSARY FOR FINAL DESIGN.

**LAGOS PHASE 5 PUBLIC AMENITIES AND IMPROVEMENTS:**  
LAKE TRAILS SYSTEM  
SITE LANDSCAPING  
SITE SOD REVEGETATION  
IRRIGATION  
PICNIC POINT

<b>Kimley-Horn</b>	
© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 10011 KIMLEY-HORN DRIVE, SUITE 100, MANOR, TEXAS 78759 PHONE: 512-448-1771 FAX: 512-448-1771 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM # 228	
DATE: JULY 2019	SCALE: AS SHOWN
DESIGNED BY: JAS	DRAWN BY: JAS
CHECKED BY: JAS	
CONCEPTUAL PUBLIC AMENITIES AND IMPROVEMENTS EXHIBIT	
LAGOS PHASE 5 CITY OF MANOR TRAVIS COUNTY, TEXAS	
SHEET NUMBER	2

OPINION OF PROBABLE COST					
Lagos-Manor					
PROJECT NAME:	Lagos - Phase 5 Public Amenity Improvements	ACRES:	12.77	NO. OF LOTS:	-
CITY:	MANOR, TEXAS			CREATED BY:	RJS
JOB NUMBER:	069241722	CREATED:	8.15.19	CHECKED BY:	RJS
FILE NAME:		PRINTED:		REVISED BY:	RJS
A. PUBLIC AMENITY IMPROVEMENTS ALLOWANCE					
DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL AMOUNT	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - 1800 LF LAKE TRAIL SYSTEM	LS	1	\$ 40,000.00	\$ 40,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE LANDSCAPING	LS	1	\$ 25,000.00	\$ 25,000.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - SITE SOD AND REVEG	LS	1	\$ 12,500.00	\$ 12,500.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - IRRIGATION	LS	1	\$ 12,500.00	\$ 12,500.00	
PUBLIC AMENITY IMPROVEMENTS ALLOWANCE - PICNIC POINT	LS	1	\$ 10,000.00	\$ 10,000.00	
TOTAL PUBLIC AMENITY IMPROVEMENTS ALLOWANCE				\$ 100,000.00	
NOTES:					
1) The above OPC is an allowance for the public amenities and improvements to be constructed within the parkland/open space/wildlife management preserve areas.					



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** August 21, 2019

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Take action as deemed appropriate in the City Council's discretion regarding the City Council, Place 4 vacancy.

**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

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