

Dr. Christopher Harvey, Mayor Emily Hill, Mayor Pro Tem, Place 1 Anne Weir, Place 2 Maria Amezcua, Place 3 Sonia Wallace, Place 4 Aaron Moreno, Place 5 Deja Hill, Place 6

#### **City Council Regular Meeting**

Wednesday, September 18, 2024 at 7:00 PM Manor City Hall, Council Chambers, 105 E. Eggleston St.

#### **AGENDA**

This meeting will be live-streamed on Manor's YouTube Channel You can access the meeting at https://www.cityofmanor.org/page/livestream

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

#### **EVENTS/ANNOUNCEMENTS**



Manor Youth Advisory Commission Open House, Saturday, September 28, 2024, at Manor City Hall Council Chambers, 105 E. Eggleston St.

Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

Presented by: Aaron Moreno, Council Member

#### **PUBLIC COMMENTS**

<u>Non-Agenda Item Public Comments (white card)</u>: 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.

Agenda Item Public Comments (yellow card): Comments will be taken from the audience on non-agenda and agenda items combined for a length of time, not to exceed five (5) minutes total per person on all items, except for Public Hearings. Comments on Public Hearing items must be made when the item comes before the Council and, not to exceed two (2) minutes per person. No Action or Discussion May be Taken by the City Council during Public Comments on Non-Agenda Items.

To address the City Council, please complete the white or yellow card and present it to the City Secretary, or designee prior to the meeting.

#### **PUBLIC HEARINGS**

1. Conduct a Public Hearing on the FY 2024-2025 Proposed Property Tax Rate of the City of Manor, Texas.

Submitted by: Belen Peña, Finance Director

2. Conduct a public hearing on the FY 2024-2025 Proposed Annual Budget of the City of Manor, Texas.

Submitted by: Belen Peña, Finance Director

3. Conduct a public hearing on a rezoning application for one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

Submitted by: Michael Burrell, Interim Development Services Director

#### **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.

4. Consideration, discussion, and possible action to approve the City Council Minutes of September 4, 2024, City Council Regular Meeting.

Submitted by: Lluvia T. Almaraz, City Secretary

Consideration, discussion, and possible action on accepting the August 2024 City Council Monthly Reports.

Submitted by: Scott Moore, City Manager

6. Consideration, discussion, and possible action on accepting the August 2024 Departmental Reports.

Submitted by: Scott Moore, City Manager

- Finance Belen Peña, Finance Director
- Police Ryan Phipps, Chief of Police
- Travis County ESD No. 12 Chris McKenzie, Interim Fire Chief
- Economic Development Scott Jones, Economic Development Director
- Development Services Michael Burrell, Interim Development Services Director
- Community Development Yalondra V. Santana, Heritage & Tourism Manager
- Municipal Court Sofi Duran, Court Administrator
- Public Works Matt Woodard, Director of Public Works
- Human Resources Tracey Vasquez, HR Manager
- IT Phil Green, IT Director
- Administration Lluvia T. Almaraz, City Secretary

Consideration, discussion, and possible action on revisions and inserts to the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.

Submitted by: Michael Burrell, Interim Development Services Director

#### REGULAR AGENDA

8. <u>First Reading:</u> Consideration, discussion, and possible action on an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

Submitted by: Michael Burrell, Interim Development Services Director

<u>Second and Final Reading</u>: Consideration, discussion, and possible action on an ordinance for a franchise with Frontier Texas Ventures I, LLC for Municipal Solid Waste Collection, Transportation and Disposal (Residential, Commercial, Industrial, and Recycling).

Submitted by: Scott Jones, Economic Development Director

- 10. Consideration, discussion, and possible action on an ordinance Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025.

  Submitted by: Belen Peña, Director of Finance
- 11. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Submitted by: Belen Peña, Director of Finance

- 12. Consideration, discussion, and possible action on a resolution authorizing the City Manager to execute the Fiscal Year 2025 Texas Traffic Safety Program Comprehensive STEP (Selective Traffic Enforcement Program) grant agreement and to serve as the authorized official for this and future grant matters.

  Submitted by: James Allen, Police Lt.
- 13. Consideration, discussion, and possible action on the ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to facilities and property rental permit fees; adopting new section A5.008 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.

Submitted by: Yalondra Valderrama, Heritage & Tourism Manager

14. Consideration, discussion, and possible action on an ordinance naming the 70-foot right-of-way on the Final Plat Manor Senior High School as "Ventura Arbor Lane" and providing for related matters.

Submitted by: Michael Burrell, Interim Development Services Director

#### **EXECUTIVE SESSION**

The City Council will now Convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

- Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and
- Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel

#### **OPEN SESSION**

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

#### **ADJOURNMENT**

In addition to any executive session already listed above, the City Council 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).

#### **CONFLICT OF INTEREST**

In accordance with Section 12.04 (Conflict of Interest) of the City Charter, "No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest."

Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

#### 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, September 13, 2024, by 5:00 PM 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 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail <a href="mailto:lalmaraz@manortx.gov">lalmaraz@manortx.gov</a>

Item A.



Join us for the

## City of Manor Youth Advisory Commission Open House

Open House is a walking, coming-and-going workshop open to everyone interested in the YAC leadership program. We will explain the program and answer questions.

There will be refreshments.

We are accepting YAC applications from 8th to 12th grade students.

September 28th | 10 AM - 12 PM Manor City Council Chambers 105 E Eggleston St, Manor TX

For more information e-mail us @ myac@manortx.gov

#### AGENDA ITEM NO.



#### **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Belen Peña, Director of Finance

**DEPARTMENT:** Finance

#### **AGENDA ITEM DESCRIPTION:**

Conduct a Public Hearing on the FY 2024-2025 Proposed Property Tax Rate of the City of Manor, Texas.

#### **BACKGROUND/SUMMARY:**

Three workshops were held on July 31, 2024, at 7 p.m., August 5, 2024, at 6 p.m., and August 20, 2024, at 6 p.m.

Manor City Hall, Council Chambers 105 E. Eggleston St. Manor, TX 78653

The first Public Hearing for the FY 2024-2025 Proposed Property Tax Rate was held on September 4, 2024, at 7:00 p.m. at City Hall Council Chambers.

**LEGAL REVIEW:** Not Applicable

FISCAL IMPACT: No PRESENTATION: No ATTACHMENTS: Yes

- FY 2024-2025 Proposed Annual Property Tax Rate Notice
- Ordinance FY2024-2025 Annual Property Tax Rate
- Form 50-856

#### **STAFF RECOMMENDATION:**

Staff recommends that the City Council conduct the second Public Hearing on the FY2024-2025 Proposed Property Tax Rate of the City of Manor, Texas.



## Notice of Public Hearing On Tax Rate

The City of Manor, Texas will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 15.77%. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The public hearings will be held on September 4, 2024 and September 18, 2024, at 7:00 p.m. at the Manor City Council Chamber, 105 E. Eggleston Street.

The members of the governing body considered the tax increase proposal as follow:

FOR: Christopher Harvey, Anne Weir, Sonia Wallace,

Maria Amezcua, and Aaron Moreno

**AGAINST:** None

**PRESENT and not voting:** None

**ABSENT:** Emily Hill and Deja Hill

The average taxable value of a residence homestead in Manor, Texas last year was \$273,027. Based on last year's tax rate of \$0.6789 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$1,853.58.

The average taxable value of a residence homestead in Manor, Texas this year is \$287,960. If the governing body adopts the effective tax rate for this year of \$0.8537 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$2,458.31.

If the governing body adopts the proposed tax rate of \$0.8537 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$2,458.31.

Members of the public are encouraged to attend the hearings and express their views.

(Published: 8/16/24 & 8/23/24)

#### ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND ESTABLISHING WHEN TAXES SHALL BECOME DUE AND SAME SHALL BECOME DELINQUENT, IF NOT PAID.

WHEREAS, the City Council of the City of Manor, Texas approved the annual budget for the municipality's fiscal year beginning October 1, 2024, and ending September 30, 2025; and

**WHEREAS**, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, real and personal, within the corporate limits of the City of Manor, Texas in accordance with such annual budget and the Texas Tax Code; and

**WHEREAS**, the City Council conducted a public hearing to discuss a proposal to increase total tax revenues on September 4, 2024, and September 18, 2024 as provided by law;

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

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Manor, Texas (herein the "City") and to provide an Interest and Sinking Fund for the fiscal year 2024-2025, upon all property, real, and personal, and mixed, within the corporate limits of said City on January 1, 2025 subject to taxation, a tax of \$0.8537 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- **A.** For the maintenance and operations of the municipal government (General Fund), **\$0.5178** on each \$100.00 valuation of property; and
- **B.** For the debt service of the municipality (Interest and Sinking Fund), \$0.3359 on each \$100.00 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE INCREASED BY <u>7.83%</u> PERCENT. AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$287,960 HOME BY APPROXIMATELY <u>\$305.14</u>.

<u>Section 2.</u> Taxes levied under this Ordinance shall be due October 1, 2024 and, if not paid on or before February 1, 2025, shall immediately become delinquent.

ORDINANCE NO.	

City Secretary

Page 2 of 2

Item 1.

Section 3. All taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor-Collector, as the assessor and collector for the City, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and Ordinances of the City, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be apportioned to the General Fund of the City. All delinquent taxes shall bear interest at the rate prescribed by State law.

Section 4. This Ordinance shall take effect and be in	full force from and after its passage.
PASSED, ADOPTED, AND APPROVED on this _	day of 2024.
The motion to adopt was made by Councilmember. "I move that the property tax rate be increased by \$100.00 valuation of property, which is effectively a 2	the adoption of a tax rate of \$0.8537 on each
The motion was seconded by Councilmember Council was FOR, AGAINST, and _	
	THE CITY OF MANOR, TEXAS
ATTEST:	Dr. Christopher Harvey, Mayor
Lluvia T. Almaraz,	

#### 2024 Tax Rate Calculation Worksheet Taxing Units Other Than School Districts or Water Districts

#### CITY OF MANOR

5122725555

Taxing Unit Name

Phone (area code and number)

#### 105 E Eggleston St/ PO Box 387 Manor TX 78653

www.manortx.gov

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements or Comptroller Form 50-884 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

#### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	ş <u>2,082,482,309</u>
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	ş <u>0</u>
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 2,082,482,309
4.	Prior year total adopted tax rate.	\$ <u>0.6789</u> /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.  A. Original prior year ARB values:	
	C. Prior year value loss. Subtract B from A. <sup>3</sup>	<sub>\$</sub> 7,159,181
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.  A. Prior year ARB certified value: \$83,568,004\$  B. Prior year disputed value: \$8,356,800\$	
	C. Prior year undisputed value. Subtract B from A. <sup>4</sup>	<sub>\$</sub> 75,211,204
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	<sub>\$</sub> 82,370,385

<sup>&</sup>lt;sup>1</sup> Tex. Tax Code §26.012(14)

<sup>&</sup>lt;sup>2</sup> Tex. Tax Code §26.012(14)

<sup>&</sup>lt;sup>3</sup> Tex. Tax Code §26.012(13)

<sup>&</sup>lt;sup>4</sup> Tex. Tax Code §26.012(13)

Line	ne No-New-Revenue Tax Rate Worksheet			
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.			
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	ş <u>0</u>		
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.			
	A. Absolute exemptions. Use prior year market value: \$\\\ \\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			
	<b>B.</b> Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 7,936,003			
	C. Value loss. Add A and B. <sup>6</sup>	ş <u>16,070,211</u>		
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use proper- ties that qualified in the prior year.  A. Prior year market value:  S. Q. S. Current year productivity or special appraised value:  S. 22,446			
	,, , , , , , , , , , , , , , , , , ,	(00.440)		
	C. Value loss. Subtract B from A. 7	\$ (22,446)		
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 16,047,765		
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	<sub>\$</sub> 147,962,769		
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 2,000,842,160		
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	<sub>\$</sub> 13,583,717.42		
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. 9	ş_46,561.14		
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. 10	<sub>\$</sub> 13,630,278.56		
18.	<b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup>			
	A. Certified values: \$\frac{2,265,459,419}{-}			
	<b>B.</b> Counties: Include railroad rolling stock values certified by the Comptroller's office: $+ $0$			
	<b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:			
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. 12			
	E. Total current year value. Add A and B, then subtract C and D.	<sub>\$</sub> 2,119,282,664		

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.03(c)

Tex. Tax Code \$26.012(13)

Tex. Tax Code \$26.012(13)

Tex. Tax Code \$26.012, 26.04(c-2)

Tex. Tax Code \$26.03(c)

2024 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts		
Line	No-New-Revenue Tax Rate Worksheet	Amount/ Item 1.
19.	Total value of properties under protest or not included on certified appraisal roll. 13	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. 14.	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. 15	
	C. Total value under protest or not certified. Add A and B.	\$ 136,814,892
20.	<b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	ş <u>0</u>
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. 17	<sub>\$</sub> 2,256,097,556
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. 18	ş <u>0</u>
23.	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup>	<sub>\$</sub> 214,746,445
24.	Total adjustments to the current year taxable value. Add Lines 22 and 23.	<sub>\$</sub> 214,746,445
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	<sub>\$</sub> 2,041,351,111
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. 20	\$0.6677 /\$100

#### **SECTION 2: Voter-Approval Tax Rate**

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. 21

- 1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- 2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Line Voter-Approval Tax Rate Worksheet	
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$0.4802 /\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the No-New-Revenue Tax Rate Worksheet.	

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)

/\$100

<sup>14</sup> Tex. Tax Code §26.01(c)

<sup>15</sup> Tex. Tax Code §26.01(d)

<sup>&</sup>lt;sup>16</sup> Tex. Tax Code §26.012(6)(B)

<sup>&</sup>lt;sup>17</sup> Tex. Tax Code §26.012(6) <sup>18</sup> Tex. Tax Code §26.012(17)

<sup>&</sup>lt;sup>19</sup> Tex. Tax Code §26.012(17)

<sup>20</sup> Tex. Tax Code §26.012(17)

<sup>21</sup> Tex. Tax Code §26.04(d)

В.	<b>Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose	-\$ <mark>0</mark>		
C.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100		
D.	Enter the rate calculated in C. If not applicable, enter 0.		ş <u>0.0000</u>	/\$100

Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the

July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.

maintenance and operation cost of providing indigent health care for the period beginning on

Enter the rate calculated in C. If not applicable, enter 0.

Rate adjustment for indigent health care expenditures. 24

35.

\$ 0.0000

0

/\$100

<sup>22 [</sup>Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441

Line		Voter-Approval Tax Rate Worksheet		Amount/	nem i.
36.	Rate ac	ljustment for county indigent defense compensation. <sup>25</sup>			
	A.	<b>Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending of June 30, of the current tax year, less any state grants received by the county for the same purpose	on \$ <u>0</u>		
	В.	<b>Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose	\$ <u>0</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100		
	D.	Multiply B by 0.05 and divide by Line 32 and multiply by \$100	\$ 0 /\$100		
	E.	Enter the lesser of C and D. If not applicable, enter 0.		\$ 0.00 <del>00</del> _	/\$100
37.	Rate ac	ljustment for county hospital expenditures. <sup>26</sup>			
	A.	Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	ş <u>0</u>		
	В.	<b>Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.	ş <u>0</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ <u>0</u> /\$100		
	D.	Multiply B by 0.08 and divide by Line 32 and multiply by \$100	\$ 0 /\$100		
	E.	Enter the lesser of C and D, if applicable. If not applicable, enter 0.		ş <u>0.0000</u>	/\$100
38.	ity for tl	<b>ljustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a ne current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies ation of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section.	s to municipalities with		
	A.	<b>Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ <u>0</u>		
	В.	<b>Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for pusafety during the preceding fiscal year.	s blid		
	C.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		\$ 00000	/\$100
39.	Adjuste	ed current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		ş <u>0.4957</u>	/\$100
40.	addition	ment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that nal sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax Section 3. Other taxing units, enter zero.			
	A.	Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any.  Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ <u>0</u>		
	В.	Divide Line 40A by Line 32 and multiply by \$100	\$ 0.0000 /\$100		
	c.	Add Line 40B to Line 39.		ş 0.4957	/\$100
41.	Spe - or	t year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.  ecial Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.  her Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		\$ <u>0</u>	_/\$100

<sup>&</sup>lt;sup>25</sup> Tex. Tax Code §26.0442 <sup>26</sup> Tex. Tax Code §26.0443

Item 1. Line **Voter-Approval Tax Rate Worksheet** Amount D41. Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41). ر 0.5130 /\$100 42. Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. 28 57,580,233.69 Enter debt amount ..... -50.00B. Subtract unencumbered fund amount used to reduce total debt.  $_{-\,\text{s}}\,0.00$ D. Subtract amount paid from other resources..... 57,580,233.69 E. Adjusted debt. Subtract B, C and D from A. <sub>s</sub> 0.00 43. Certified prior year excess debt collections. Enter the amount certified by the collector. 29 57,580,233.69 44. Adjusted current year debt. Subtract Line 43 from Line 42E. Current year anticipated collection rate. 45. 100.00 Enter the current year anticipated collection rate certified by the collector. 30..... % 99.00 B. Enter the prior year actual collection rate..... % 100.00 C. Enter the 2022 actual collection rate. % 100.00 D. Enter the 2021 actual collection rate. % If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the 100.00 prior three years, enter the rate from A. Note that the rate can be greater than 100%. 31 57,580,233.69 46. Current year debt adjusted for collections. Divide Line 44 by Line 45E. <sub>s</sub>2,256,097,556 47. Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet. ,0.3359 Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100. 48. /\$100 ,0.8489 49. Current year voter-approval tax rate. Add Lines 41 and 48. /\$100 D49. Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. s 0.0000 Add Line D41 and 48. /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)

<sup>28</sup> Tex. Tax Code §26,012(7)

<sup>&</sup>lt;sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)

<sup>30</sup> Tex. Tax Code §26.04(b)

<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

2024	l Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts	Form	n 50-856	
	·			
Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 1.	
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	ç O	/\$100	

#### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage.  Taxing units that adopted the sales tax before November of the prior year, enter 0.	ş <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. 33  Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. 34  - or -  Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	<sub>\$</sub> O
53.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.0000 _/\$100
55.	Current year NNR tax rate, unadjusted for sales tax. <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.	\$0.6677 /\$100
56.	Current year NNR tax rate, adjusted for sales tax.  Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	ş <u>0.6677</u> /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.8489 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.8489</u> _/\$100

#### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0.0000
60.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0.0000</u> _/\$100

<sup>32</sup> Tex. Tax Code §26.041(d)

<sup>33</sup> Tex. Tax Code §26.041(i)

<sup>&</sup>lt;sup>34</sup> Tex. Tax Code §26.041(d)

<sup>35</sup> Tex. Tax Code §26.04(c)

<sup>&</sup>lt;sup>36</sup> Tex. Tax Code §26.04(c)

<sup>&</sup>lt;sup>37</sup> Tex. Tax Code §26.045(d)

<sup>38</sup> Tex. Tax Code §26.045(i)

ı	Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/	Item 1.	
		<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	<sub>\$</sub> 0.8489	/\$100	

#### SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. 39 The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. 40 In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; 41
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); 42 or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. 43

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. 44

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.6711 /\$100
	B. Unused increment rate (Line 66)	\$ <u>0</u>
	C. Subtract B from A	\$ <u>0.6711</u> /\$100
	D. Adopted Tax Rate	\$ <u>0.6789</u> /\$100
	E. Subtract D from C	\$ <u>(0.0078)</u> /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ <u>2,101,409,419</u>
	G. Multiply E by F and divide the results by \$100	\$ <u>0</u>
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.7355 /\$100
	B. Unused increment rate (Line 66)	\$ 0.0000 /\$100
	C. Subtract B from A.	\$ 0.7355 /\$100
	D. Adopted Tax Rate	\$ <u>0.7470</u> /\$100
	E. Subtract D from C	\$ (0.0115) /\$100
	F. 2022 Total Taxable Value (Line 60)	\$ 1,754,276,050
	G. Multiply E by F and divide the results by \$100	\$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.7667 /\$100
	B. Unused increment rate (Line 65)	\$ 0.0054 /\$100
	C. Subtract B from A.	\$ 0.7613 /\$100
	D. Adopted Tax Rate	\$ 0.7827 /\$100
	E. Subtract D from C	\$ (0.0214) /\$100
	F. 2021 Total Taxable Value (Line 60)	\$ <u>1,217,505,804</u>
	G. Multiply E by F and divide the results by \$100	\$ <u>0</u>
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$0.0000 _/\$100
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ <u>0.0000</u> _/\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ <u>0.8489</u> /\$100

<sup>&</sup>lt;sup>39</sup> Tex. Tax Code §26.013(b)

<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

<sup>&</sup>lt;sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a) <sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)

<sup>43</sup> Tex. Local Gov't Code §120.007(d) 44 Tex. Local Gov't Code §120.007(d)

#### **SECTION 6: De Minimis Rate**

Item 1.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. 44 This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. 45

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet.	0.4957
70.	Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$0.0221 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$

#### SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.48

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. 49

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	ş <u>O</u> /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.  - or -  If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet.  - or -  If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0</u>
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. 51	ş <u>O</u> _/\$100

<sup>45</sup> Tex. Tax Code §26.04(c)(2)(B)

<sup>&</sup>lt;sup>46</sup> Tex. Tax Code §26.012(8-a)

<sup>&</sup>lt;sup>47</sup> Tex. Tax Code §26.063(a)(1) 48 Tex. Tax Code §26.042(b)

<sup>49</sup> Tex. Tax Code §26.042(f)

<sup>50</sup> Tex. Tax Code §§26.42(c)

<sup>51</sup> Tex. Tax Code §§26.42(b)

2024 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts  Form 50-856								
202-	Tax hate Calculation Worksheet - Taxing Onits Other Main School Districts of Water Districts	Ton	130-830					
Line	Emergency Revenue Rate Worksheet	Amount/	Item 1.					
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	ş <u>0</u> .	/\$100					
SEC	TION 8: Total Tax Rate							
Indica	te the applicable total tax rates as calculated above.							
1	No-new-revenue tax rate.  As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  Indicate the line number used: 0	\$ <u>0.6677</u>	/\$100					
, L	As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  Indicate the line number used: 0	\$ <u>0.8489</u>	/\$100					
	De minimis rate	ş <u>0.8537</u>	/\$100					
SEC	TION 9: Taxing Unit Representative Name and Signature							
emplo	the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the same as the values shown in the taxing unit's certified ate of taxable value, in accordance with requirements in the Tax Code. 52							
prir her								
sigi her	Belen Peña 8/8/202	4						

Taxing Unit Representative

Date

#### AGENDA ITEM NO.



#### **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Belen Peña, Director of Finance

**DEPARTMENT:** Finance

#### **AGENDA ITEM DESCRIPTION:**

Conduct a Public Hearing on the FY 2024-2025 Proposed Annual Budget of the City of Manor, Texas.

#### **BACKGROUND/SUMMARY:**

Three workshops were held on July 31, 2024, at 7 p.m., August 5, 2024, at 6 p.m., and August 20, 2024, at 6 p.m.

Manor City Hall, Council Chambers 105 E. Eggleston St. Manor, TX 78653

The first Public Hearing for the FY 2024-2025 Proposed Budget was held on September 4, 2024, at 7:00 p.m. at City Hall, Council Chambers.

**LEGAL REVIEW:** Not Applicable

FISCAL IMPACT: No PRESENTATION: No ATTACHMENTS: Yes

- FY 2024-2025 Proposed Annual Budget
- Ordinance FY2024-2025 Annual Budget
- Exhibit A
- Budget PowerPoint Presentation

#### STAFF RECOMMENDATION:

Staff recommends that the City Council conduct the second Public Hearing on the FY2024-2025 Proposed Annual Budget of the City of Manor, Texas.



## **PROPOSED BUDGET**

**FISCAL YEAR 2024-2025** 

PREPARED BY: FINANCE DEPARTMENT

September 4, 2024

## **Proposed Annual Budget**

Fiscal Year 2024 - 2025



The budget will raise \$1,590,961 (15.77% approx) more property tax revenues than last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,833,290.

Operation and Maintenance Rate	0.5178
Debt Rate	0.3359
Total	0.8537
The property tax rate	0.8537
The no-new-revenue tax rate	0.6677
The NNR M&O rax rate	0.4957
The voter-approval tax rate	0.8489
The debt rate	0.3359
The de minimis rate	0.8537

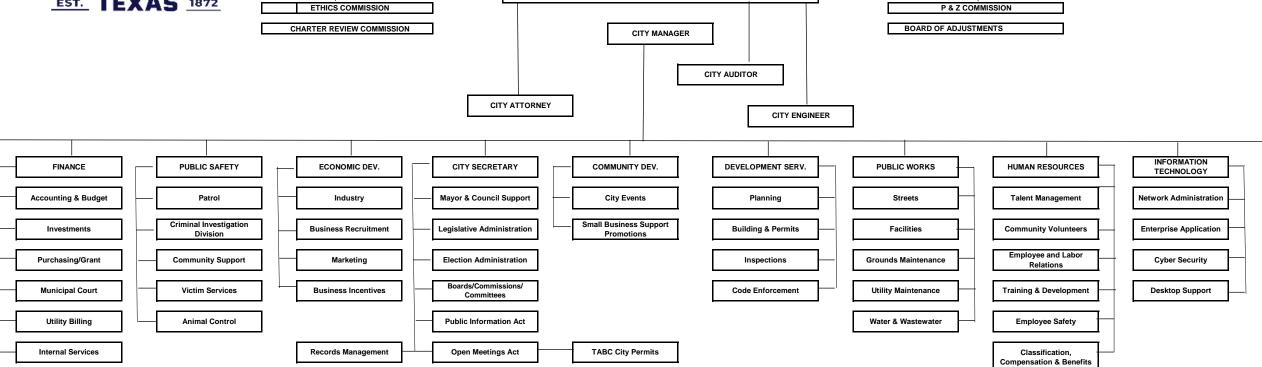
Total Amount of Municipal debt obligation \$77,930,000

23



### ORGANIZATIONAL CHART FY 2024-2025

# CITIZENS OF MANOR MAYOR & CITY COUNCIL





## CITY OF MANOR SENIOR MANAGEMENT TEAM

Scott Moore	City Manager
Belen Peña	Director of Finance
Ryan Phipps	Chief of Police
Lluvia Almaraz	City Secretary
Matthew Woodard	Director of Public Works
Scott Dunlop	Director of Development Services
Tracey Vasquez	Director of Human Resources
Scott Jones	Director of Economic Development
Phil Green	Director of Information Technology



### **GENERAL FUND**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 

10 -GENERAL FUND FINANCIAL SUMMARY						Proposed	Annual BUDGET FY 2024-25
				<b>50.00 % OF YEAR C</b>	OMPLETE		
	FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
REVENUE SUMMARY	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
							_
<u>ADMINISTRATION</u>							
TAXES	10,665,656	12,574,806	13,927,200	12,225,431	87.78	1,701,769	15,643,100
MISCELLANEOUS	3,268,638	(121,657)	31,810	38,359	120.59	(6,549)	36,900
PERMITS/LICENSES	3,975	420	6,290	60	0.95	6,230	6,300
OTHER	157,345	1,731,667	1,242,646	882,606	71.03	360,040	1,485,000
TOTAL ADMINISTRATION	14,095,614	14,185,236	15,207,946	13,146,456	86.44	2,061,490	17,171,300
<u>STREETS</u>							
MISCELLANEOUS	105,018	586,479	187,474	8,752	4.67	178,722	174,000
SANITATION CHARGES	1,470,042	1,663,397	1,120,000	885,773	79.09	234,227	1,775,000
TOTAL STREET	1,575,059	2,249,876	1,307,474	894,525	68.42	412,949	1,949,000
DEVELOPMENT SERVICES							
MISCELLANEOUS	51,078	53,299	54,310	20,182	37.16	34,128	42,000
PERMITS/LICENSES	3,550,779	2,476,132	2,374,211	1,928,130	81.21	446,081	2,303,100
TOTAL DEVELOPMENT SERVICES	3,601,857	2,529,430	2,428,521	1,948,313	80.23	480,208	2,345,100
	-,,	,,	, -,-	,,		- 1,	, ,
PARKS/RECREATIONS							
MISCELLANEOUS	40,000	40,000	-	0	0.00	0	-
TOTAL PARKS/RECREATION	40,000	40,000	-	0	0.00	0	-
COURT							
MISCELLANEOUS	2,294	2,236	1,400	1,860	132.86	(460)	2,000
COURT FEES	523,039	529,897	419,037	466,603	111.35	(47,566)	531,200
TOTAL COURT	525,333	532,133	420,437	468,463	111.42	(48,026)	533,200

#### Item 2.

TOTAL REVENUES	19,979,952	19,696,382	19,798,134	16,665,682	84	3,132,452	22,113,600
TO THE HOLD DELYMINISTER IN			313,103		0.00	313,103	
TOTAL NON-DEPARTMENTAL	0	0	315,105	0	0.00	315,105	-
TRANSFERS	0	0	315,105	0	0.00	315,105	-
NON-DEPARTMENTAL						_	
TOTAL COMM. DEV. SERVICES	0	0	-	0	0.00	0	8,000
PERMITS/LICENSES	0	0	-	0	0.00	0	8,000
COMMUNITY DEV. SERV.							
TOTAL ECONOMIC DEV. SERVICES	1,132	0	-	0	0.00	0	-
TAXES	1,132	0	-	0	0.00	0	-
ECONOMIC DEV. SERVICES							
TOTAL POLICE	140,956	159,707	118,651	207,925	175.24	(89,274)	107,000
POLICE CHARGES/FEES	74,953	62,377	76,138	163,732	215.05	(87,594)	72,000
MISCELLANEOUS	66,004	97,331	42,513	44,193	103.95	(1,680)	35,000
POLICE							

10 -GENERAL FUND FINANCIAL SUMMARY						Proposed	Annual BUDGET FY 2024-25
				50.00 % OF YEAR C			
	FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
EXPENDITURE SUMMARY	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
COUNCIL							
PERSONNEL	0	0	0	0	0.0	0	260,938
OPERATING	0	0	0	0	0.0	0	353,000
TOTAL COUNCIL	0	0	0	0	0.0	0	613,938
ADMINISTRATION							
PERSONNEL	298,109	389,016	498,583	287,518	57.7	211,065	571,529
OPERATING	253,534	636,457	437,799	141,834	32.4	295,965	118,500
REPAIRS & MAINTENANCE	29,394	44,322	38,600	2,165	5.6	36,435	38,600
CONTRACTED SERVICES	647,448	1,421,326	1,052,300	709,613	67.4	342,687	1,044,264
TOTAL ADMINISTRATION	1,228,485	2,491,121	2,027,282	1,141,131	56.3	886,151	1,772,893
FINANCE							
PERSONNEL	530,095	589,774	761,499	204,887	26.9	556,612	917,165
OPERATING	239,647	276,799	237,680	118,130	49.7	119,550	154,190
REPAIRS & MAINTENANCE	1,060	11,371	3,000	6,934	231.1	(3,934)	5,000
CONTRACTED SERVICES	60,220	46,278	63,200	5,476	8.7	57,724	69,300
DEBT PAYMENTS	0	5,052	20,000	12,097	60.5	7,903	25,000
TOTAL FINANCE	831,022	929,272	1,085,379	347,524	32.0	737,855	1,170,655
<u>STREET</u>							
PERSONNEL	376,747	469,062	675,637	294,559	43.6	381,078	728,873
OPERATING	248,156	272,988	248,670	165,942	66.7	82,728	261,200
REPAIRS & MAINTENANCE	241,471	153,677	190,000	31,262	16.5	158,738	192,000
CONTRACTED SERVICES	2,351,517	2,345,380	2,782,800	1,807,786	65.0	975,014	2,805,000
DEBT PAYMENTS	86,169	711,029	235,302	204,614	87.0	30,688	85,000
CAPITAL OUTLAY < \$5K	5,353	230,244	10,000	1,362	13.6	8,638	10,000
CAPITAL OUTLAY > \$5K	34,150	7,362	10,000	0	0.0	10,000	170,000
TOTAL STREET	3,343,562	4,189,741	4,152,409	2,505,525	60.3	1,646,884	4,252,073

DEVELOPMENT SERVICES							
PERSONNEL	468,677	642,965	948,227	383,431	40.4	564,796	965,702
OPERATING	169,618	163,611	219,915	42,875	19.5	177,040	204,100
REPAIRS & MAINTENANCE	1,216	12,562	4,400	632	14.4	3,768	4,000
CONTRACTED SERVICES	355,283	544,221	310,000	160,949	51.9	149,051	440,000
DEBT PAYMENTS	6,458	11,676	28,500	25,304	88.8	3,196	28,500
TOTAL DEVELOPMENT SERVICES	1,001,252	1,375,035	1,511,042	613,191	40.6	897,851	1,642,302
<u>PARKS</u>							
PERSONNEL	322,340	474,016	606,628	290,887	48.0	315,741	630,953
OPERATING	38,408	39,926	54,650	28,794	52.7	25,856	85,000
REPAIRS & MAINTENANCE	467,959	150,413	341,000	21,363	6.3	319,637	344,000
CONTRACTED SERVICES	1,518	15,457	12,000	0	0.0	12,000	86,000
DEBT PAYMENTS	32,371	6,458	54,518	6,458	11.8	48,060	75,300
GRANT EXPENDITURES	0	0	10,000	0	0.0	10,000	10,000
CAPITAL OUTLAY < \$5K	716	5,774	8,250	1,135	13.8	7,115	8,200
CAPITAL OUTLAY > \$5K	209,951	13,393	25,000	0	0.0	25,000	50,000
TOTAL PARKS	1,073,263	705,436	1,112,046	348,636	132.5	763,410	1,289,453
COURT							
PERSONNEL	223,998	250,224	351,113	105,712	30.1	245,401	317,335
OPERATING	41,256	24,743	52,245	25,741	49.3	26,504	63,000
CONTRACTED SERVICES	189,505	197,352	181,198	84,071	46.4	97,127	209,500
CAPITAL OUTLAY < \$5K	0	0	1,620	0	0.0	1,620	-
CAPITAL OUTLAY > \$5K	0	7,890	13,307	0	0.0	13,307	-
TOTAL COURT	454,758	480,209	599,483	215,524	36.0	383,959	589,835
20105							
POLICE	2 25 4 0 40	2 725 247	4.062.022	2 246 425	447	2 7 4 7 400	E 504 255
PERSONNEL	3,354,040	3,735,317	4,963,923	2,216,425	44.7	2,747,498	5,591,366
OPERATING	436,095	569,353	709,878	221,782	31.2	488,096	731,300
REPAIRS & MAINTENANCE	191,292	129,424	111,500	76,328	68.5	35,172	215,096
CONTRACTED SERVICES	284,674	324,980	393,349	370,771	94.3	22,578	456,000
DEBT PAYMENTS	410,105	622,995	565,500	159,410	28.2	406,090	565,500
CAPITAL OUTLAY < \$5K	865	1,052	1,000	250	25.0	750	1,000
CAPITAL OUTLAY > \$5K	48,583	265,509	323,659	335,298	103.6	(11,639)	459,000
TOTAL POLICE	4,725,654	5,648,628	7,068,809	3,380,263	47.8	3,688,546	8,019,262

PERSONNEL         174,122         251,597         310,448         156,630         50.5         153,818         325,858           OPERATING         221,183         221,145         251,600         130,460         51.9         121,140         298,400           REPAIRS & MAINTENANCE         4,514         6,611         5,000         4,408         88.2         592         15,000           CONTRACTED SERVICES         217,781         279,299         274,371         149,479         54.5         124,892         439,000           DEBT PAYMENTS         0         0         2,868         0.0         (2,868)         CAPITAL OUTLAY > SSK         72,344         51,019         45,000         4,483         10.0         40,517         50,000           CAPITAL OUTLAY > SSK         16,794         30,205         109,884         74,063         67.4         35,821         115,000           TOTAL LT         706,788         839,874         996,303         522,392         52.4         473,911         1,243,258           ECONOMIC DEV. SVCS         PERSONNEL         175,499         155,381         174,112         74,337         42.7         99,775         171,246           OPERATING         134,022         26,849 <t< th=""><th><b>INFORMATION TECHNOLOGY (I.T.)</b></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></t<>	<b>INFORMATION TECHNOLOGY (I.T.)</b>							
REPAIRS & MAINTENANCE	PERSONNEL	174,122	251,597	310,448	156,630	50.5	153,818	325,858
CONTRACTED SERVICES   217,781   279,299   274,371   149,479   54.5   124,892   439,000   DEBT PAYMENTS   0 0 0   2,868   0.0   (2,868   CAPITAL OUTLAY < \$5K   72,394   51,019   45,000   4,483   10.0   40,517   50,000   CAPITAL OUTLAY < \$5K   16,794   30,205   109,884   74,063   67.4   35,821   115,000   70TAL I.T   706,788   839,874   996,303   522,392   52.4   473,911   1,243,258   70TAL I.T   706,788   839,874   996,303   522,392   52.4   473,911   1,243,258   70TAL I.T   706,788   70TAL I.T   706,788   70TAL I.T   706,788   70TAL I.T   706,788   70TAL I.T   704,337   70TAL I.T   70,337   70TAL I.T   70TAL I.T	OPERATING	221,183	221,145	251,600	130,460	51.9	121,140	298,400
DEBT PAYMENTS   0 0 0 0   2,868   0.0   (2,868)   CAPITAL OUTLAY < \$5K   72,394   51,019   45,000   4,483   10.0   40,517   50,000   CAPITAL OUTLAY > \$5K   16,794   30,205   109,884   74,063   67.4   35,821   115,000   TOTAL I.T   706,788   839,874   996,303   522,392   52.4   473,911   1,243,258   CECNOMIC DEV. SVCS	REPAIRS & MAINTENANCE	4,514	6,611	5,000	4,408	88.2	592	15,000
CAPITAL OUTLAY < \$5K	CONTRACTED SERVICES	217,781	279,299	274,371	149,479	54.5	124,892	439,000
CAPITAL OUTLAY > \$5K   16,794   30,205   109,884   74,063   67.4   35,821   115,000     TOTAL I.T   706,788   839,874   996,303   522,392   52.4   473,911   1,243,258     ECONOMIC DEV. SVCS     PERSONNEL   175,499   155,381   174,112   74,337   42.7   99,775   171,246     OPERATING   134,022   26,849   86,300   29,919   34.7   56,381   130,500     CONTRACT SERVICES   11,175   28,100   406,000   60,286   14.8   345,715   375,000     TOTAL ECONOMIC DEV SVCS   320,696   210,330   666,412   164,542   24.7   501,870   676,746     HUMAN RESOURCES     PERSONNEL   124,619   176,157   230,871   105,388   45.6   125,483   232,905     OPERATING   21,756   59,762   65,600   19,981   30.5   45,619   63,100     CONTRACTED SERVICES   0   1,770   5,000   2,508   50.2   2,493   5,000     TOTAL HUMAN RESOURCES   146,375   237,689   301,471   127,876   42.4   173,595   301,005     COMMUNITY DEV. SVCS     PERSONNEL   814   93,630   120,649   18,241   15.1   102,408   101,857     OPERATING   0   121,730   156,850   167,144   106.6   (10,294)   440,323     TOTAL EXPENDITURES   13,832,671   17,322,697   19,798,135   9,551,989   48.25   10,246,146   22,113,600	DEBT PAYMENTS	0	0		2,868	0.0	(2,868)	
ECONOMIC DEV. SVCS           PERSONNEL         175,499         155,381         174,112         74,337         42.7         99,775         171,246           OPERATING         134,022         26,849         86,300         29,919         34.7         56,381         130,500           CONTRACT SERVICES         11,175         28,100         406,000         60,286         14.8         345,715         375,000           TOTAL ECONOMIC DEV SVCS         320,696         210,330         666,412         164,542         24.7         501,870         676,746           HUMAN RESOURCES           PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630	CAPITAL OUTLAY < \$5K	72,394	51,019	45,000	4,483	10.0	40,517	50,000
ECONOMIC DEV. SVCS           PERSONNEL         175,499         155,381         174,112         74,337         42.7         99,775         171,246           OPERATING         134,022         26,849         86,300         29,919         34.7         56,381         130,500           CONTRACT SERVICES         11,175         28,100         406,000         60,286         14.8         345,715         375,000           TOTAL ECONOMIC DEV SVCS         320,696         210,330         666,412         164,542         24.7         501,870         676,746           HUMAN RESOURCES           PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630	CAPITAL OUTLAY > \$5K	16,794	30,205	109,884	74,063	67.4	35,821	115,000
PERSONNEL         175,499         155,381         174,112         74,337         42.7         99,775         171,246           OPERATING         134,022         26,849         86,300         29,919         34.7         56,381         130,500           CONTRACT SERVICES         11,175         28,100         406,000         60,286         14.8         345,715         375,000           TOTAL ECONOMIC DEV SVCS         320,696         210,330         666,412         164,542         24.7         501,870         676,746           HUMAN RESOURCES           PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241	TOTAL I.T	706,788	839,874	996,303	522,392	52.4	473,911	1,243,258
PERSONNEL         175,499         155,381         174,112         74,337         42.7         99,775         171,246           OPERATING         134,022         26,849         86,300         29,919         34.7         56,381         130,500           CONTRACT SERVICES         11,175         28,100         406,000         60,286         14.8         345,715         375,000           TOTAL ECONOMIC DEV SVCS         320,696         210,330         666,412         164,542         24.7         501,870         676,746           HUMAN RESOURCES           PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241			_					
OPERATING         134,022         26,849         86,300         29,919         34.7         56,381         130,500           CONTRACT SERVICES         11,175         28,100         406,000         60,286         14.8         345,715         375,000           TOTAL ECONOMIC DEV SVCS         320,696         210,330         666,412         164,542         24.7         501,870         676,746           HUMAN RESOURCES           PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6	ECONOMIC DEV. SVCS							
CONTRACT SERVICES         11,175         28,100         406,000         60,286         14.8         345,715         375,000           TOTAL ECONOMIC DEV SVCS         320,696         210,330         666,412         164,542         24.7         501,870         676,746           HUMAN RESOURCES           PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8<	PERSONNEL	175,499	155,381	174,112	74,337	42.7	99,775	171,246
TOTAL ECONOMIC DEV SVCS 320,696 210,330 666,412 164,542 24.7 501,870 676,746    HUMAN RESOURCES	OPERATING	134,022	26,849	86,300	29,919	34.7	56,381	130,500
HUMAN RESOURCES         PERSONNEL       124,619       176,157       230,871       105,388       45.6       125,483       232,905         OPERATING       21,756       59,762       65,600       19,981       30.5       45,619       63,100         CONTRACTED SERVICES       0       1,770       5,000       2,508       50.2       2,493       5,000         TOTAL HUMAN RESOURCES       146,375       237,689       301,471       127,876       42.4       173,595       301,005         COMMUNITY DEV. SVCS         PERSONNEL       814       93,630       120,649       18,241       15.1       102,408       101,857         OPERATING       0       121,730       156,850       167,144       106.6       (10,294)       440,323         TOTAL COMMUNITY DEV       814       215,360       277,499       185,385       66.8       92,114       542,180	CONTRACT SERVICES	11,175	28,100	406,000	60,286	14.8	345,715	375,000
PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180	TOTAL ECONOMIC DEV SVCS	320,696	210,330	666,412	164,542	24.7	501,870	676,746
PERSONNEL         124,619         176,157         230,871         105,388         45.6         125,483         232,905           OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180								
OPERATING         21,756         59,762         65,600         19,981         30.5         45,619         63,100           CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180	HUMAN RESOURCES							
CONTRACTED SERVICES         0         1,770         5,000         2,508         50.2         2,493         5,000           TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS           PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180           TOTAL EXPENDITURES         13,832,671         17,322,697         19,798,135         9,551,989         48.25         10,246,146         22,113,600	PERSONNEL	124,619	176,157	230,871	105,388	45.6	125,483	232,905
TOTAL HUMAN RESOURCES         146,375         237,689         301,471         127,876         42.4         173,595         301,005           COMMUNITY DEV. SVCS         PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180           TOTAL EXPENDITURES         13,832,671         17,322,697         19,798,135         9,551,989         48.25         10,246,146         22,113,600	OPERATING	21,756	59,762	65,600	19,981	30.5	45,619	63,100
COMMUNITY DEV. SVCS         PERSONNEL       814       93,630       120,649       18,241       15.1       102,408       101,857         OPERATING       0       121,730       156,850       167,144       106.6       (10,294)       440,323         TOTAL COMMUNITY DEV       814       215,360       277,499       185,385       66.8       92,114       542,180	CONTRACTED SERVICES	0	1,770	5,000	2,508	50.2	2,493	5,000
PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180           TOTAL EXPENDITURES         13,832,671         17,322,697         19,798,135         9,551,989         48.25         10,246,146         22,113,600	TOTAL HUMAN RESOURCES	146,375	237,689	301,471	127,876	42.4	173,595	301,005
PERSONNEL         814         93,630         120,649         18,241         15.1         102,408         101,857           OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180           TOTAL EXPENDITURES         13,832,671         17,322,697         19,798,135         9,551,989         48.25         10,246,146         22,113,600								
OPERATING         0         121,730         156,850         167,144         106.6         (10,294)         440,323           TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180           TOTAL EXPENDITURES         13,832,671         17,322,697         19,798,135         9,551,989         48.25         10,246,146         22,113,600	COMMUNITY DEV. SVCS							
TOTAL COMMUNITY DEV         814         215,360         277,499         185,385         66.8         92,114         542,180           TOTAL EXPENDITURES 13,832,671 17,322,697 19,798,135         9,551,989         48.25         10,246,146         22,113,600	PERSONNEL	814	93,630	120,649	18,241	15.1	102,408	101,857
TOTAL EXPENDITURES 13,832,671 17,322,697 19,798,135 9,551,989 48.25 10,246,146 22,113,600	OPERATING	0	121,730	156,850	167,144	106.6	(10,294)	440,323
	TOTAL COMMUNITY DEV	814	215,360	277,499	185,385	66.8	92,114	542,180
REVENUES OVER/(UNDER) EXPENDITURES 6,147,282 2,373,685 (1) 7,113,693 (7,113,694) 0	TOTAL EXPENDITURES	13,832,671	17,322,697	19,798,135	9,551,989	48.25	10,246,146	22,113,600
	REVENUES OVER/(UNDER) EXPENDITURES	6,147,282	2,373,685	(1)	7,113,693		(7,113,694)	0

#### FY2024-2025 PROPOSED ANNUAL BUDGET

Item 2.

**10 -GENERAL FUND Annual Budget Proposed REVENUES** FY 2024-25 **50.00 % OF YEAR COMPLETE** FY 2021-22 **REQUESTED** FY 2022-23 FY 2023-24 Y-T-D ACTUAL % OF **BUDGET ADMINISTRATION REVENUES ACTUAL ACTUAL** CURR. BUDGET AS OF 03/31/2024 **BUDGET BALANCE 2024-25 BUDGET TAXES** 53,981 11,682,073 10-4100-40-40000 AD VALOREM TAXES - CURRENT 7,254,552 8,787,133 10,271,817 10,217,836 99.47 10-4100-40-40010 **AD VALOREM TAXES - PRIOR** 81,418 13,158 35,000 12,245 34.99 22,755 25,000 10-4100-40-40015 **RENDITION PAYMENTS** 0 7,188 10-4100-40-40016 VEHICLE DEALER INVENTORY 13,291 7,188 7,188 2,000 10-4100-40-40020 AD VALOREM TAXES P&I 73,682 31,374 50,000 33,760 67.52 16,240 50,000 10-4100-40-40025 SALES TAX COMPTROLLER 2,381,579 2,808,340 2,561,190 1,458,947 56.96 1,102,243 2,900,000 10-4100-40-40040 FRANCHISE TAX-ELECTRIC 354.850 409.658 430,000 262.309 61.00 167,691 430,000 10-4100-40-40043 134,899 100,060 96,000 45 0.05 95,955 96,000 FRANCHISE TAX-CABLE TE 10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV 26,644 13,689 13,700 35,731 260.81 (22,031)13,700 10-4100-40-40045 FRANCHISE TAX-GAS/PROP 40,544 59,684 60,000 25.22 44,870 60,000 15,130 54,128 60,000 10-4100-40-40047 FRANCHISE TAX-TELEPHONE 67,311 60,000 90.21 5,872 17,192 10-4100-40-40050 FRANCHISE TAX-SOLID WASTE 265,003 245,414 318,000 129,137 40.61 188,863 300,000

MISC	ELLAN	<b>EOUS</b>
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**TOTAL TAXES** 

10-4100-40-40051

10-4100-40-40060

10-4100-40-40061

SIGN KIOSK FEES

**OPEN RECORD FEES** 

MIXED BEVERAGE TAXES

10-4100-42-42070	CITY MERCH	2,750	2,084	2,000	199	9.95	1,801	2,000
10-4100-42-42099	MISCELLANEOUS	3,265,888	(135,081)	20,000	33,570	167.85	(13,570)	25,000
10-4100-42-42100	GRANTS	-	-	-	-	-	-	0
10-4100-42-42200	VERIZON LEASE AGREEMENT	-	11,340	9,810	4,590	46.79	5,220	9,900
10-4100-42-42500	DONATIONS	-	-	-	-	-	-	0
10-4100-42-48100	UNCLAIMED PROPERTY	-	-	-	-	-	-	0
TOTAL MISCELLANEO	US	3,268,638	(121,657)	31,810	38,359	120.59	(6,549)	36,900

3,750

26,638

1,410

12,574,806

4,000

18,000

13,927,200

2,305

2,695

2,021

1,445

12,225,431

67.38

11.23

62.71

87.78

1,305

15,979

1,701,769

860

3,285

3,250

10,665,656

15,469

4,000

18,000

2,327

15,643,100

1,445,928 24,113 1,470,042	IITATION CHARGE 4225-44-44010 4225-44-44025 FAL SANITATION CI	24,113	1,637,789 25,608 1,663,397	1,100,000 20,000 1,120,000	871,604 14,169 885,773	79.24 70.85 79.09	228,396 5,831 234,227	1,750,000 25,000 1,775,000
105,018 1,445,928 24,113	4225-44-44010 4225-44-44025	24,113	25,608	20,000	14,169	70.85	5,831	25,000
105,018 1,445,928	4225-44-44010				,		•	
105,018		1,445,928	1,637,789	1,100,000	871,604	79.24	228,396	1,750,000
· · · · · · · · · · · · · · · · · · ·	IITATION CHARGE							
· · · · · · · · · · · · · · · · · · ·								
· · · · · · · · · · · · · · · · · · ·	AL MISCELLANEO	105,018	586,479	187,474	8,752	4.67	178,722	174,000
20.518	4225-42-42099	20,518	501,979	18,474	8,752	47.37	9,722	5,000
84,500	4225-42-42098	84,500	84,500	169,000	-	-	169,000	169,000
	CELLANEOUS							
ACTUAL	EET REVENUES	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
FY 2021-22		-	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
14,095,614	AL ADMINISTRAT	14,095,614	14,185,236	15,207,946	13,146,456	86.44	2,061,490	17,171,300
157,345	AL OTHER	157,345	1,731,667	1,242,646	882,606	71.03	360,040	1,485,000
157,023	4100-48-48000	· ·	1,731,505	1,242,517	882,606	71.03	359,911	1,484,870
322	4100-48-42050		162	129		71.02	129	130
222	<u>HER</u>	222	162	120			120	120
3,975	AL PERMITS/LICEN	3,975	420	6,290	60	0.95	6,230	6,300
3,875	4100-45-42050	3,875	350	5,700	60	1.05	5,640	5,700
-	4100-45-42040	-	40	150	-	-	150	150
	4100-45-42020	-	-	-	-	-	-	0
-	4100-45-42010	100	30	440	-	-	440	450
	4100-45-42020		-	- - 40	40 <u>150</u>	40 150 -	40	40

DEVELOPMENT SERVI	CES REVENUES	FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
MISCELLANEOUS								
10-4300-42-42090	TECHNOLOGY FEES	40,530.00	31,939	34,000	16,020	47.12	17,980	34,000
10-4300-42-42091	ONLINE PAYMENT FEE	5,028.00	5,260	4,310	2,964	68.77	1,346	5,000
10-4300-42-42092	FILMING PROJECT FEES	100.00	-		-	-	-	0
10-4300-42-42099	MISCELLANEOUS	5,000.00	15,000	15,000	1,198	7.99	13,802	2,000
10-4300-42-42100	RETURN CHECK FEE	420.00	1,100	1,000	-	-	1,000	1,000
TOTAL MISCELLANEOU	JS	51,078	53,299	54,310	20,182	37.16	34,128	42,000
PERMITS/LICENSES								
10-4300-45-42040	PERMITS-CITY MISC.	-	-	-	-	-	-	0
10-4300-45-44095	SIGN PERMITS	1,686	3,423	3,083	1,802	58.44	1,281	3,000
10-4300-45-44096	SITE PLAN	28,061	31,384	26,936	28,661	106.40	(1,725)	
10-4300-45-44097	NOTIFICATIONS	7,975	11,285	7,525	4,730	62.86	2,795	8,000
10-4300-45-45000	DEVELOPER FUNDINGS	-	-	-	-	-	-	0
10-4300-45-45050	PLAT AND PLAN FEES	171,739	95,195	160,000	82,195	51.37	77,805	125,000
10-4300-45-45075	BLDG. PLAN REVIEW	-	-	100	-	-	100	0
10-4300-45-45076	SUBDIVISION TEST & INSP	542,181	552,681	565,000	525,795	93.06	39,205	475,000
10-4300-45-45077	ZONING	8,130	15,088	9,217	3,356	36.41	5,861	9,000
10-4300-45-45100	BUILDING PERMITS	1,985,122	1,102,307	1,000,000	922,505	92.25	77,495	1,000,000
10-4300-45-45101	R.O.W. PEMITS	1,800	1,500	2,250	637	28.29	1,613	1,500
10-4300-45-45102	GAMING MACHINES	-	-	-	1,600	-	(1,600)	1,600
10-4300-45-45200	BUILDINGS INSPECTION FEES	799,085	663,269	600,000	356,850	59.48	243,150	600,000
10-4300-45-45500	PROFESSIONAL DEPOSIT FEES	-	-	100	-	-	100	0
10-4300-45-45501	W/WW FEASIBILITY STUDY	5,000		-				50,000
TOTAL PERMITS/LICEN	NSES	3,550,779	2,476,132	2,374,211	1,928,130	81.21	446,081	2,303,100
TOTAL DEVELOPMEN	T SERVICES REVENUES	3,601,857	2,529,430	2,428,521	1,948,313	80.23	480,208	2,345,100

PARKS/RECREATION		FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
MISCELLANEOUS	DADIC LAND MAINT DIANTS	40.000	40,000		l			0
10-4400-42-42101 TOTAL MISCELLANEO	PARK LAND MAINT PMNTS	40,000 40,000	40,000 40,000	-	-			0
TOTAL WIISCELLANEO	03	40,000	40,000	-	-	-	-	U
TOTAL PARKS REVEN	UES	40,000	40,000	-	-	-	-	0
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
COURT REVENUES		ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	<b>2024-25 BUDGET</b>
								_
MISCELLANEOUS								
10-4500-42-42090	ONLINE PAYMENT FEES	2,294	2,236	1,400	1,860	132.86	(460)	
TOTAL MISCELLANEO	US	2,294	2,236	1,400	1,860	132.86	(460)	2,000
COURT FEES								
10-4500-46-46100	COURT TECHNOLOGY FEE	6,842	7,142	12,000	6,912	57.60	5,088	12,000
10-4500-46-46200	COURT BUILDING SECURITY	7,815	8,292	8,600	8,259	96.03	341	9,000
10-4500-46-46300	COURT COSTS EARNED	501,178	506,584	393,028	443,178	112.76	(50,150)	500,000
10-4500-46-46301	JUVENILLE CASE MGR FUND	7,063	7,724	5,303	8,092	152.60	(2,789)	10,000
10-4500-46-46302	JURY FUND	141	155	106	162	152.59	(56)	200
TOTAL COURT FEES		523,039	529,897	419,037	466,603	111.35	(47,566)	531,200
TOTAL COURT REVEN	IUES	525,333	532,133	420,437	468,463	111.42	(48,026)	533,200
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
POLICE REVENUES		ACTUAL	ACTUAL		AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
MISCELLANEOUS								
10-4600-42-41015	GRANT PROCEEDS - POLIC	1,064	5,380	22,513	-	-	22,513	5,000
10-4600-42-42099	MISCELLANEOUS	64,940	91,951	20,000	44,193	220.97	(24,193)	30,000
TOTAL MISCELLANEO	US	66,004	97,331	42,513	44,193	103.95	(1,680)	35,000

POLICE CHARGES/FEE	S							
10-4600-47-47000	ASSET SEIZURES	-	-	1,250	-	-	1,250	0
10-4600-47-47009	ALARM PERMIT	7,780	5,985	7,000	3,410	48.71	3,590	5,000
10-4600-47-47010	POLICE REPORTS	6	-	-	-	-	-	0
10-4600-47-47011	FINGER PRINTING	350	165	190	10	5.26	180	190
10-4600-47-47110	MOTOR VEHICLE DISB	14,958	16,888	12,288	8,155	66.37	4,133	15,810
10-4600-47-47200	WARRANT AND FTA FEES	31	62	2,410	112	4.66	2,298	8,000
10-4600-47-47310	IMPOUNDS	24,420	25,725	23,000	33,165	144.20	(10,165)	23,000
10-4600-47-47325	AUCTIONS	-	-	-	99,563	-	(99,563)	5,000
10-4600-47-47400	POLICE CAR RENTAL INCO	27,407	13,551	30,000	19,316	64.39	10,684	15,000
TOTAL POLICE CHARG	ES/FEES	74,953	62,377	76,138	163,732	215.05	(87,594)	72,000
TOTAL POLICE REVEN	UES	140,956	159,707	118,651	207,925	175.24	(89,274)	107,000
		FY 2021-22	FY 2022-23	FY 2020-21	YTD ACTUAL	% OF	BUDGET	REQUESTED
ECONOMIC DEV. SERV	/ICES	ACTUAL			AS OF 03/31/2024	BUDGET		2024-25 BUDGET
TAXES								
10-4800-40-40040	EVENT FEES	1,132	-	-	-	-	-	0
TOTAL ECONOMIC DE	V. SERVICES	1,132	-	-	-	-	-	-
TOTAL ECONOMIC DE	V. SVCS REVENUE	1,132	-	-	-	-	-	0
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
COMMUNITY DEV. SE	RVICES	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
PERMITS/LICENSES								
10-4811-45-42040	VENDORS FEES	-		-	-	-	-	8,000
TOTAL PERMITS/LICEN		-		-	-	-	-	8,000
TOTAL COMMUNITY I	DEV. SVCS REVENUE	_	_	-	-	-	-	8,000

NON-DEPARTMENTA	L	FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
TRANSFERS								
10-4999-49-50005	TRANSFERS IN	-	-	315,105	-	-	315,105	0
10-4999-49-50010	TRANSFERS FROM CPF	-	-	-	-	-	-	0
10-4999-49-59000	TRANSFERS FROM UF	-	-	-	-	-	-	0
TOTAL TRANSFERS		-	-	315,105	-	-	315,105	0
TOTAL NON-DEPARTM	MENTAL REVENUES	-	-	315,105	-	-	315,105	0
TOTAL REVENUE	ES	19,979,952	19,696,382	19,798,134	16,665,682	84.18	3,132,452	22,113,600

10 -GENERAL FUND DEPARTMENTAL EXPE	ENDITURES						Proposed	Annual Budget FY 2024-25
					50.00 %	OF YEAR CO	MPLETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
COUNCIL EXPENDITU	RES	ACTUAL ACTUAL CURR. BUDGET AS OF 03/31/2024 BUDGET BALANCE 20				2024-25 BUDGET		
PERSONNEL								
10-5175-50-50010	SALARIES	-	-	-		_	_	222,000
10-5175-50-50200	EMPLOYER PAID TAXES	-	-	_	-	-	-	16,983
10-5175-50-50255	WORKERS' COMPENSATION	-	-	-	-	-	-	955
10-5175-50-50521	COUNCIL EDUCATION	-	-	-	-	-	-	21,000
TOTAL PERSONNEL		-	-	-	-	-	-	260,938
<u>OPERATING</u>								
10-5175-51-51018	COMMUNITY PROGRAMS	-	-	-	-	-	-	300,000
10-5175-51-51160	ELECTION EXPENSES	-	-	-	-	-	-	20,000
10-5175-51-51480	MEETING EXPENSES	-	-	-	-	-	-	7,500
10-5175-51-51746	SUPPLIES-OFFICE	-	-	-	-	-	-	500
10-5175-51-51790	COUNCIL TRAVEL	-	-	-	-	-	-	25,000
TOTAL OPERATING		-	-	-	-	-	-	353,000
TOTAL COUNCIL EXPE	NSES	-	-	-	-	-	-	613,938

50 00	% C	F VF	AR (	$MO^{2}$	PIFTF

					30.00 %	OF TEAR COIVI	IPLETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
ADMINISTRATION EX	PENDITURES	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	<b>2024-25 BUDGET</b>
PERSONNEL								
10-5100-50-50010	SALARIES	209,421	287,563	352,040	220,186	62.55	131,854	438,435
10-5100-50-50050	OVERTIME	589	-	708	-	-	708	1,092
10-5100-50-50075	LONGEVITY	1,000	700	1,000	800	80.00	200	1,200
10-5100-50-50200	EMPLOYER PAID TAXES	15,560	22,406	27,319	13,637	49.92	13,682	33,716
10-5100-50-50255	WORKERS' COMPENSATION	156	168	170	1,067	627.43	(897)	1,807
10-5100-50-50325	HEALTH INSURANCE	24,481	31,040	45,185	17,269	38.22	27,916	41,396
10-5100-50-50335	HEALTH ASSISTANCE	-	-	260	4,500	1,730.77	(4,240)	4,500
10-5100-50-50410	EMPLOYER RETIREMENT CO	18,234	24,693	30,155	13,281	44.04	16,874	34,883
10-5100-50-50520	EMPLOYEE EDUCATION	2,703	4,588	5,360	1,898	35.42	3,462	7,000
10-5100-50-50521	COUNCIL EDUCATION	21,866	10,659	22,886	9,066	39.61	13,820	0
10-5100-50-50650	VEHICLE ALLOWANCE	4,098	7,200	13,000	5,815	44.73	7,185	7,500
10-5100-50-50700	REIMBURSABLE UNEMPLOYM	-	-	500	-	-	500	0
TOTAL PERSONNEL		298,109	389,016	498,583	287,518	57.67	211,065	571,529
<b>OPERATING</b>								
10-5100-51-51010	ADVER/NOTIFICATION/PUBLIC HEA	22,429	9,933	14,500	5,104	35.20	9,396	14,500
10-5100-51-51011	PRE-EMPLO SCREENING	67	1	50	1	2.00	49	50
10-5100-51-51012	ADMIN RENT	5,517	5,510	3,800	3,000	78.95	800	6,000
10-5100-51-51018	COMMUNITY PROGRAMS	-	94,396	300,000	15,092	5.03	284,908	0
10-5100-51-51043	CITY EVENTS	15,595	10,907	15,000	1,087	7.25	13,913	0
10-5100-51-51044	AUTHORIZE.NET FEES	151	330	210	120	57.14	90	210
10-5100-51-51160	ELECTION EXPENSES	47,690	20,792	7,000	24,618	351.68	(17,618)	0
10-5100-51-51335	INSURANCE-PROPERTY, CA	990	1,106	1,110	1,191	107.30	(81)	8,000
10-5100-51-51339	INSURANCE-SPECIAL EVENTS	-	424	180	-	-	180	180
10-5100-51-51480	MEETING EXPENSES	8,491	6,578	7,500	3,223	42.98	4,277	3,000
10-5100-51-51485	MISCELLANEOUS	79,783	437,528	45,000	68,566	152.37	(23,566)	45,000
10-5100-51-51602	PENALTIES & INTEREST	-	-	150	70	46.69	80	150
10-5100-51-51603	PERIODICALS AND PUBLIC	422	81	200	1,670	834.75	(1,470)	200
10-5100-51-51625	POSTAGE/DELIVERY	652	622	500	186	37.10	315	500
10-5100-51-51634	EDC BEAUTIFICATION	10,500	-	-	-	-	-	0
10-5100-51-51635	PROFESSIONAL & MEMBERS	15,395	18,214	9,500	2,736	28.80	6,764	9,500
10-5100-51-51746	SUPPLIES-OFFICE	10,607	4,180	7,562	2,945	38.94	4,617	7,562
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TOTAL ADMINISTRAT	ION EXPENDITURES	1,228,485	2,491,121	2,027,282	1,141,131	56.29	886,151	1,772,893
	JLIVICLJ	U47,440	1,421,320	1,032,300	709,013	07.43	342,007	1,044,204
TOTAL CONTRACTED		647,448	1,421,326	1,052,300	709,613	67.43	342,687	1,044,264
10-5100-54-51998	GRANT WRITER SERVICE	3,012 3,000	90,661 16,000	10,000 20,000	3,904 6,500	39.04 32.50	6,096 13,500	10,000 20,000
10-5100-54-51760 10-5100-54-51998	TAXING DISTRICT FEES NEEDS ASSESMENT	47,330	57,521	56,000	37,838	67.57	18,162	56,000
10-5100-54-51590	DOCUMENT STORAGE/DESTRUCTIC	3,842	976	4,500	874	19.43	3,626	4,000
10-5100-54-51520	R.O.W. PURCHASE	67,127	342,470	100,000	409,094	409.09	(309,094)	100,000
10-5100-54-51504	MUNICODE	2,248	11,392	15,000	400.004	-	15,000	15,000
10-5100-54-51503	AD VALOREM REBATE GREENV	79,026	79,444	153,000	-	-	153,000	153,000
10-5100-54-51502	SALES TAX REBATE GREENV	207,002	272,889	360,000	-	-	360,000	360,000
10-5100-54-51443	LASERFISCHE/CDI	-	272.000	80,000	84,997	106.25	(4,997)	67,629
10-5100-54-51442	MEETING/AGENDA MANAGEMENT	5,767	3,800	3,800	-	-	3,800	3,800
10-5100-54-51441	JUSTFOIA	4,303	3,625	5,000	8,171	163.42	(3,171)	9,835
10-5100-54-51440	LEGAL FEES	66,203	168,782	65,000	29,344	45.14	35,656	65,000
10-5100-54-51165	ENG/PLAN LEGAL SERVICES	158,589	373,766	180,000	128,891	71.61	51,109	180,000
CONTRACTED SERVIC		450 500	272 766	100.000	420.004	74.64	54.400	400.000
TO THE RELITING & IVIT		23,334	44,322	30,000	2,103	3.01	30,433	30,000
TOTAL REPAIRS & MA		29,394	44,322	38,600	2,165	5.61	36,435	38,600
10-5100-52-52012	CLEANING & MAINTENANCE	3,680	3,700	3,600	2,070	57.51	1,530	3,600
10-5100-52-52010	BUILDING REPAIRS & MAINT	25,714	40,622	35,000	95	0.27	34,905	35,000
REPAIRS & MAINTEN	ANCE							
TOTAL OPERATING		253,534	636,457	437,799	141,834	32.40	295,965	118,500
10-5100-51-52110	OFFICE EQUIPMENT LEASE	6,296	4,705	5,500	3,078	55.97	2,422	5,500
10-5100-51-51817	UTILITIES-NATURAL GAS	1,273	1,420	1,415	993	70.16	422	1,626
10-5100-51-51813	UTILITIES-ELECTRIC BLU	12,007	11,947	11,522	5,543	48.11	5,979	11,522
10-5100-51-51790	COUNCIL TRAVEL	-	-	5,000	-	-	5,000	0
10-5100-51-51780	STAFF TRAVEL	6,999	6,366	2,100	2,612	124.37	(512)	5,000
10-5100-51-51747	COVID 19 SUPPLIES	8,670	1,420	-	-	-	-	0

		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
FINANCE EXPENDITUE	RES	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
PERSONNEL	CALABIES	442.000	454 272	562 544	455.050	27.72	406 505	500.004
10-5150-50-50010	SALARIES	413,800	451,273	562,544	155,959	27.72	406,585	698,081
10-5150-50-50050	OVERTIME	1,180	1,492	8,000	668	8.35	7,332	4,413
10-5150-50-50075	LONGEVITY	4,100	4,300	5,000	2,500	50.00	2,500	3,800
10-5150-50-50200	EMPLOYER PAID TAXES	30,806	33,929	43,726	9,733	22.26	33,993	54,031
10-5150-50-50255	WORKERS' COMPENSATION	430	486	600	1,205	200.84	(605)	
10-5150-50-50325	HEALTH INSURANCE	43,474	57,953	84,111	21,683	25.78	62,428	83,473
10-5150-50-50410	EMPLOYER RETIREMENT CO	35,533	38,930	47,018	13,089	27.84	33,929	54,967
10-5150-50-50520	EMPLOYEE EDUCATION	773	1,411	5,000	50	1.00	4,950	5,000
10-5150-50-50650	VEHICLE ALLOWANCE	-	-	5,500	-	-	5,500	
TOTAL PERSONNEL		530,095	589,774	761,499	204,887	26.91	556,612	917,165
<u>OPERATING</u>								
10-5150-51-51010	ADVER/POSTING/PUBLIC HEARING	2,665	326	4,500	40	0.90	4,460	4,500
10-5150-51-51011	PRE-EMPLOYMENT SCREEN	3	-	100	1	1.00	99	100
10-5150-51-51042	CREDIT CARD MERCHANT SVCS	150,256	178,952	150,000	75,198	50.13	74,802	75,000
10-5150-51-51080	CASH SHORT & OVER	(692)	206	500	-	-	500	100
10-5150-51-51335	INSURANCE-PROPERTY, CA	2,563	2,875	3,305	1,306	39.52	1,999	3,300
10-5150-51-51338	INSURANCE LIABILITY	83	80	110	534	485.73	(424)	1,000
10-5150-51-51480	MEETING EXPENSES	287	562	500	-	-	500	500
10-5150-51-51485	MISCELLANEOUS	492	705	1,250	229	18.35	1,021	1,250
10-5150-51-51602	PENALTIES & INTEREST	-	-	600	-	-	600	600
10-5150-51-51603	PERIODICALS AND PUBLIC	-	681	100	704	703.50	(604)	1,000
10-5150-51-51625	POSTAGE/DELIVERY	68,023	81,492	60,000	34,842	58.07	25,158	50,000
10-5150-51-51635	PROFESSIONAL & MEMBERS	-	179	240	-	-	240	240
10-5150-51-51746	SUPPLIES-OFFICE	4,429	2,825	3,500	1,026	29.31	2,474	3,500
10-5150-51-51780	TRAVEL	1,279	876	5,000	494	9.89	4,506	5,000
10-5150-51-52110	OFFICE EQUIPMENT LEASE	5,405	3,814	3,475	2,098	60.38	1,377	3,600
10-5150-51-52340	VEHICLE FUEL & OIL	4,854	3,226	4,500	1,657	36.83	2,843	4,500
TOTAL OPERATING		239,647	276,799	237,680	118,130	49.70	119,550	154,190

<b>REPAIRS &amp; MAINTEN</b>	ANCE							
10-5150-52-52320	VEHICLE REPAIRS & MAINT	1,060	11,371	3,000	6,934	231.12	(3,934)	5,000
TOTAL REPAIRS & MA	AINTENANCE	1,060	11,371	3,000	6,934	231.12	(3,934)	5,000
CONTRACTED SERVICE	CES							
10-5150-54-51000	ACCOUNTING & AUDITING	43,469	43,752	55,000	-	-	55,000	55,000
10-5150-54-51315	PAYROLL SERVICE	9,930	-	-	4,794	-	(4,794)	6,000
10-5150-54-51440	LEGAL FEES	5,700	885	6,500	-	-	6,500	6,500
10-5150-54-51590	DOCUMENT STORAGE	1,121	1,641	1,700	682	40.14	1,018	1,800
TOTAL CONTRACTED	SERVICES	60,220	46,278	63,200	5,476	8.66	57,724	69,300
<u>DEBT PAYMENTS</u>			_					
10-5150-55-52310	VEHICLE LEASE EXPENSE	-	5,052	20,000	12,097	60.49	7,903	25,000
TOTAL DEBT PAYMEN	ITS	-	5,052	20,000	12,097	60.49	7,903	25,000
<b>TOTAL FINANCE EXPE</b>	ENDITURES	831,022	929,272	1,085,379	347,524	32.02	737,855	1,170,655

STREET EXPENDITURE	ES .	FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
PERSONNEL								
10-5225-50-50010	SALARIES	256,034	323,941	474,066	208,199	43.92	265,867	515,510
10-5225-50-50050	OVERTIME	12,803	16,046	14,222	3,529	24.82	10,693	14,552
10-5225-50-50075	LONGEVITY	4,700	5,100	5,700	1,100	19.30	4,600	6,700
10-5225-50-50200	EMPLOYER PAID TAXES	20,452	25,752	37,790	15,950	42.21	21,840	41,062
10-5225-50-50255	WORKERS' COMPENSATION	12,992	14,431	14,000	10,624	75.88	3,376	30,649
10-5225-50-50325	HEALTH INSURANCE	43,479	53,113	84,111	36,760	43.70	47,351	75,126
10-5225-50-50410	EMPLOYER RETIREMENT CO	23,199	28,822	40,248	17,473	43.41	22,775	41,774
10-5225-50-50520	EMPLOYEE EDUCATION	3,087	1,856	3,500	924	26.40	2,576	3,500
10-5225-50-50700	REIMB UNEMPLOYMENT	-	-	2,000	-	-	2,000	0
TOTAL PERSONNEL		376,747	469,062	675,637	294,559	43.60	381,078	728,873
OPERATING				200			400	
10-5225-51-51011	PRE-EMPLOYMENT SCREENING		1	200	2	1.00	198	200
10-5225-51-51335	INSURANCE-PROPERTY, CA	4,760	10,710	4,800	5,249	109.34	(449)	•
10-5225-51-51338	INSURANCE LIABILITY	1,901	1,672	1,910	1,298	67.96	612	2,500
10-5225-51-51610	LICENSES	213	300	-	97	-	(97)	
10-5225-51-51620	PHYSICALS/DRUG TESTING	63	101	200	- 	-	200	200
10-5225-51-51740	SUPPLIES-MATERIALS	60,823	69,231	45,000	42,714	94.92	2,286	45,000
10-5225-51-51741	SUPPLIES-CHEMICALS	-	-	4,000	271	6.77	3,729	4,000
10-5225-51-51746	SUPPLIES OFFICE	19	-	500	-	-	500	500
10-5225-51-51780	TRAVEL	-	-	100	30	30.07	70	500
10-5225-51-51800	UNIFORMS & ACCESSORIES	3,415	3,646	6,960	1,739	24.99	5,221	8,100
10-5225-51-51813	UTILITIES-ELECTRIC BLU	114,335	139,784	120,000	84,976	70.81	35,024	120,000
10-5225-51-51815	UTILITIES-ELECTRIC TX	14,473	14,641	20,000	10,336	51.68	9,664	20,000
10-5225-51-52340	FUEL & OIL	31,391	25,621	25,000	14,825	59.30	10,175	30,000
10-5225-51-52440	EQUIPMENT RENTAL	-	330	5,000	555	11.11	4,445	5,000
10-5225-51-54020	STREET SIGNS	16,764	6,951	15,000	3,850	25.67	11,150	15,000
TOTAL OPERATING		248,156	272,988	248,670	165,942	66.73	82,728	261,200

TOTAL STREET EXPEN	IDITURES	3,343,562	4,189,741	4,152,409	2,505,525	60.34	1,646,884	4,252,073
TOTAL CAPITAL OUTL	AY > \$5K	34,150	7,362	10,000	-	-	10,000	170,000
10-5225-58-52400	MACHINERY EQUIPMENT-PU	34,150	7,362	10,000	-	-	10,000	170,000
CAPITAL OUTLAY > \$!		24.450	7.262	10.000			10.000	170.000
TOTAL CAPITAL OUTL	AY < \$5K	5,353	230,244	10,000	1,362	13.62	8,638	10,000
10-5225-57-52450	TOOLS	5,353	2,699	5,000	1,362	27.24	3,638	5,000
10-5225-57-52400	MACHINERY EQUIPMENT-PU	-	227,545	5,000	-	-	5,000	5,000
CAPITAL OUTLAY < \$!	<u>5K</u>							
TOTAL DEBT PAYMEN	115	86,169	711,029	235,302	204,614	86.96	30,688	85,000
10-5225-55-52410	MACHINERY EQUIPMENT LE	41,054	552,028	115,403	11,314	9.80	104,089	20,000
10-5225-55-52310	VEHICLE LEASE EXPENSE	45,115	159,001	119,899	193,300	161.22	(73,401)	65,000
DEBT PAYMENTS	VEHICLE LEACE EVDENCE	45 445	150 001	110 000	102 200	161 22	(72.401)	CF 000
TOTAL CONTRACTED	SERVICES	2,351,517	2,345,380	2,782,800	1,807,786	64.96	975,014	2,805,000
10-5225-54-54100	TRASH COLLECTION FEES	1,421,286	1,724,313	1,600,000	847,063	52.94	752,937	1,680,000
10-5225-54-51167	DRAINAGE STUDY	21,746	31,895	213,800	3,218	1.50	210,583	200,000
10-5225-54-51166	STREET CONTRACTED REPAIRS	823,932	420,381	800,000	6,810	0.85	793,190	800,000
10-5225-54-51165	ENGINEERING/PLANNING S	84,552	168,791	169,000	950,696	562.54	(781,696)	125,000
CONTRACTED SERVICE	<del></del>							
TOTAL REPAIRS & MA	MINIENANCE	241,471	153,677	190,000	31,262	16.45	158,738	192,000
10-5225-52-54010	STREET REPAIRS & MAINT	197,163	122,418	150,000	18,202	12.13	131,798	150,000
10-5225-52-52430	MACHINERY EQUIP-REPAIR	11,351	12,196	10,000	7,004	70.04	2,996	12,000
10-5225-52-52320	VEH REPAIRS & MAINTENANCE	20,841	18,052	20,000	6,056	30.28	13,944	20,000
10-5225-52-52010	BUILDING REPAIRS & MAINT	12,115	1,010	10,000	-	-	10,000	10,000
<b>REPAIRS &amp; MAINTEN</b>							_	

PERSONNEL									
PERSONNEL			FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
10-5300-50-50010	DEVELOPMENT SERV	ICES EXPENDITURES	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
10-5300-50-50010	DERSONNEI								
10-5300-50-50050 OVERTIME 211 249 3,253 47 1.46 3,206 5.666 10-5300-50-50075 LONGEVITY 2,300 3,100 4,100 2,500 60.98 1,600 4,700 10-5300-50-50020 EMPLOYER PAID TAXES 27,013 36,875 5,706 21,307 38.25 34,399 57,857 10-5300-50-50255 WORKERS' COMPENSATION 443 500 500 3,573 714.62 (3,073) 4,617 10-5300-50-50325 HEALTH INSURANCE 35,075 57,528 93,456 37,479 40.10 55,977 83,473 10-5300-50-50325 HEALTH INSURANCE 35,575 57,528 93,456 37,479 40.10 55,977 83,473 10-5300-50-50410 EMPLOYER RETIREMENT CO 31,531 42,085 59,777 24,228 40,70 35,449 58,855 10-5300-50-50500 EMPLOYER RETIREMENT CO 31,531 42,085 59,777 24,228 40,70 35,449 58,855 10-5300-50-50500 VENICE ALLOWANCE 5,500 5,500 5,500 10-5300-50-50500 VENICE ALLOWANCE 5,500 5,500 5,500 10-5300-50-50500 VENICE ALLOWANCE 5,500 5,00 1,00 -		SALARIFS	370 194	499 182	720 835	291 716	40 47	429 119	746 129
10-5300-50-50075 LONGEVITY 2,300 3,100 4,100 2,500 60.98 1,600 4,700 10-5300-50-50200 EMPLOYER PAID TAXES 27,013 36,875 55,706 21,307 38.25 34,399 57,857 10-5300-50-50255 WORKERS' COMPENSATION 443 500 500 3,573 714.62 (3,073) 4,617 10-5300-50-50255 HEALTH INSURANCE 35,075 57,528 93,456 37,479 40.10 55,977 83,473 10-5300-50-50401 EMPLOYEE RETIREMENT CO 31,513 42,085 59,777 24,328 40.70 35,449 58,859 10-5300-50-50502 EMPLOYEE EDUCATION 1,910 3,445 4,600 2,481 53.93 2,119 4,600 10-5300-50-50502 EMPLOYEE EDUCATION 1,910 3,445 4,600 2,481 53.93 2,119 4,600 10-5300-50-50500 EMPLOYEE EDUCATION 1,910 3,445 4,600 2,481 53.93 2,119 4,600 10-5300-50-50500 EMPLOYEE EDUCATION 1,910 3,445 4,600 2,481 53.93 2,119 4,600 10-5300-50-50700 REIMB UNEMPLOYMENT - 5.500 - 5.500 - 5.500 6.00 10-5300-50-50700 REIMB UNEMPLOYMENT 468,677 642,965 948,227 383,431 40.44 564,796 965,700 10-5300-51-51011 PRE-EMPLOYMENT 68,237 56,259 66,500 22,288 33.52 44,212 66,500 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & INSPECTION FIES 52,240 50,630 75,000 4,830 6,44 70,170 75,000 10-5300-51-51331 SUB DIV & IN			·	· ·		•		•	
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10-5300-50-50700   REIMB UNEMPLOYMENT   -   -   500   -   -   500   CONTROL PERSONNEL   468,677   642,965   948,227   383,431   40.44   564,796   965,702			-,	-		_,	-		0
OPERATING         468,677         642,965         948,227         383,431         40.44         564,796         965,702           OPERATING         10-5300-51-51011         PRE-EMPLOYMENT SCREENING         63         5         100         -         -         100         100           10-5300-51-51042         CREDIT CARD MERCHANT         68,237         56,259         66,500         22,288         33.52         44,212         66,500           10-5300-51-51330         BLDG INSPECTION FEES         52,240         50,630         75,000         4,830         6.44         70,170         75,000           10-5300-51-51331         SUB DIV & INSP. FEES         6,744         -         10,000         -         -         10,000         10,5300-51-51332         OVERPAYMENT/REFUNDS         15,984         7,618         10,500         -         -         10,500         -         -         10,500         10-5300-51-51333         INSURANCE-PROPERTY, CA         1,248         1,407         1,248         776         62.15         472         1,500         10-5300-51-51333         INSURANCE-PROPERTY, CA         1,248         1,407         1,248         776         62.15         472         1,500         10-5300-51-51333         INSURANCE-PROPERTY, CA         1,248         1,4			-	-		_	_	· · · · · · · · · · · · · · · · · · ·	0
OPERATING           10-5300-51-51011         PRE-EMPLOYMENT SCREENING         63         5         100         -         -         100         100           10-5300-51-51012         CREDIT CARD MERCHANT         68,237         56,259         66,500         22,288         33.52         44,212         66,500           10-5300-51-51330         BLDG INSPECTION FEES         52,240         50,630         75,000         4,830         6.44         70,170         75,000           10-5300-51-51331         SUB DIV & INSP. FEES         6,744         -         10,000         -         -         10,000         10,530         -         -         10,000         10,000         10,5300         -         -         10,500         10,5300         -         -         10,500         10,5300         -         -         10,500         10,5300         -         -         10,500         10,5300         -         -         10,500         0         -         -         10,500         10,5300         -         -         10,500         10,5300         -         -         10,500         10,5300         -         -         10,500         10,5300         -         -         10,500         10,5300         10,5300			468.677	642.965		383,431	40.44		965,702
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10-5300-51-51011 PRE-EMPLOYMENT SCREENING 63 5 100 100 100 100 10-5300-51-51042 CREDIT CARD MERCHANT 68,237 56,259 66,500 22,288 33.52 44,212 66,500 10-5300-51-51330 BLDG INSPECTION FEES 52,240 50,630 75,000 4,830 6.44 70,170 75,000 10-5300-51-51331 SUB DIV & INSP. FEES 6,744 - 10,000 10,000 10,000 10-5300-51-51332 OVERPAYMENT/REFUNDS 15,984 7,618 10,500 10,500 10-5300-51-51335 INSURANCE-PROPERTY, CA 1,248 1,407 1,248 776 62.15 472 1,500 10-5300-51-51338 INSURANCE LIABILITY 689 619 690 1,031 149.48 (341) 1,500 10-5300-51-51485 MISCELLANEOUS 5,069 16,607 16,282 91 0.56 16,191 5,000 10-5300-51-51603 POSTING & NOTIFICATION 5,184 12,997 9,000 1,466 16.28 7,534 15,000 10-5300-51-51610 PERMITS & LICENSES - 10,000 2,500 2,000 80.00 500 2,500 10-5300-51-51615 TRAVIS CO RECORDATION FEES - 1,000 2,500 2,000 80.00 500 2,500 10-5300-51-51625 POSTAGE/DELIVERY 1,049 2,460 1,475 113 7.66 1,362 1,500 10-5300-51-51635 PROF/MEMBERSHIP DUES 940 1,973 2,000 804 40.20 1,196 2,000 10-5300-51-51746 SUPPLIES-OFFICE 2,557 6,034 3,000 3,237 107.91 (237) 4,000 10-5300-51-51780 UNIFORMS & ACCESSORIES 184 73 2,000 765 38.25 1,235 1,500 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 765 38.25 1,235 1,500 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL	<b>OPERATING</b>								
10-5300-51-51330 BLDG INSPECTION FEES 52,240 50,630 75,000 4,830 6.44 70,170 75,000 10-5300-51-51331 SUB DIV & INSP. FEES 6,744 - 10,000 10,000 10,000 10-5300-51-51332 OVERPAYMENT/REFUNDS 15,984 7,618 10,500 10,500 10-5300-51-51335 INSURANCE-PROPERTY, CA 1,248 1,407 1,248 776 62.15 472 1,500 10-5300-51-51338 INSURANCE LIABILITY 689 619 690 1,031 149.48 (341) 1,500 10-5300-51-51485 MISCELLANEOUS 5,069 16,607 16,282 91 0,56 16,191 5,000 10-5300-51-51610 PERMITS & LICENSES 120 55 45.83 65 10-5300-51-51610 PERMITS & LICENSES 1,000 2,500 2,000 80.00 500 2,500 10-5300-51-51611 TRAVIS CO RECORDATION FEES - 1,000 2,500 2,000 80.00 500 2,500 10-5300-51-51625 POSTAGE/DELIVERY 1,049 2,460 1,475 113 7,66 1,362 1,500 10-5300-51-51635 PROF/MEMBERSHIP DUES 940 1,973 2,000 804 40.20 1,196 2,000 10-5300-51-51746 SUPPLIES-OFFICE 2,557 6,034 3,000 3,237 107.91 (237) 4,000 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 765 38.25 1,235 1,550 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 840 33.62 1,660 1,000 10-5300-51-52110 OFFICE EQUIP LEASES 2,500 840 33.62 1,660 1,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,14	10-5300-51-51011	PRE-EMPLOYMENT SCREENING	63	5	100	_	-	100	100
10-5300-51-51330 BLDG INSPECTION FEES 52,240 50,630 75,000 4,830 6.44 70,170 75,000 10-5300-51-51331 SUB DIV & INSP. FEES 6,744 - 10,000 10,000 10,000 10-5300-51-51332 OVERPAYMENT/REFUNDS 15,984 7,618 10,500 10,500 10-5300-51-51335 INSURANCE-PROPERTY, CA 1,248 1,407 1,248 776 62.15 472 1,500 10-5300-51-51338 INSURANCE LIABILITY 689 619 690 1,031 149.48 (341) 1,500 10-5300-51-51485 MISCELLANEOUS 5,069 16,607 16,282 91 0,56 16,191 5,000 10-5300-51-51610 PERMITS & LICENSES 120 55 45.83 65 10-5300-51-51610 PERMITS & LICENSES 1,000 2,500 2,000 80.00 500 2,500 10-5300-51-51611 TRAVIS CO RECORDATION FEES - 1,000 2,500 2,000 80.00 500 2,500 10-5300-51-51625 POSTAGE/DELIVERY 1,049 2,460 1,475 113 7,66 1,362 1,500 10-5300-51-51635 PROF/MEMBERSHIP DUES 940 1,973 2,000 804 40.20 1,196 2,000 10-5300-51-51746 SUPPLIES-OFFICE 2,557 6,034 3,000 3,237 107.91 (237) 4,000 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 765 38.25 1,235 1,550 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 840 33.62 1,660 1,000 10-5300-51-52110 OFFICE EQUIP LEASES 2,500 840 33.62 1,660 1,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,14	10-5300-51-51042	CREDIT CARD MERCHANT	68,237	56,259	66,500	22,288	33.52	44,212	66,500
10-5300-51-51332         OVERPAYMENT/REFUNDS         15,984         7,618         10,500         -         -         10,500         0           10-5300-51-51335         INSURANCE-PROPERTY, CA         1,248         1,407         1,248         776         62.15         472         1,500           10-5300-51-51338         INSURANCE LIABILITY         689         619         690         1,031         149.48         (341)         1,500           10-5300-51-51485         MISCELLANEOUS         5,069         16,607         16,282         91         0.56         16,191         5,000           10-5300-51-51603         POSTING & NOTIFICATION         5,184         12,997         9,000         1,466         16.28         7,534         15,000           10-5300-51-51610         PERMITS & LICENSES         -         -         -         120         55         45.83         65         0           10-5300-51-51611         TRAVIS CO RECORDATION FEES         -         1,000         2,500         2,000         80.00         500         2,500           10-5300-51-51625         POSTAGE/DELIVERY         1,049         2,460         1,475         113         7.66         1,362         1,500           10-5300-51-51625         POSTA	10-5300-51-51330	BLDG INSPECTION FEES	52,240	50,630	75,000	4,830	6.44	70,170	75,000
10-5300-51-51335 INSURANCE-PROPERTY, CA 1,248 1,407 1,248 776 62.15 472 1,500 10-5300-51-51338 INSURANCE LIABILITY 689 619 690 1,031 149.48 (341) 1,500 10-5300-51-51485 MISCELLANEOUS 5,069 16,607 16,282 91 0.56 16,191 5,000 10-5300-51-51603 POSTING & NOTIFICATION 5,184 12,997 9,000 1,466 16.28 7,534 15,000 10-5300-51-51610 PERMITS & LICENSES - 10-5300-51-51611 TRAVIS CO RECORDATION FEES - 1,000 2,500 2,000 80.00 500 2,500 10-5300-51-51625 POSTAGE/DELIVERY 1,049 2,460 1,475 113 7.66 1,362 1,500 10-5300-51-51635 PROF/MEMBERSHIP DUES 940 1,973 2,000 804 40.20 1,196 2,000 10-5300-51-51746 SUPPLIES-OFFICE 2,557 6,034 3,000 3,237 107.91 (237) 4,000 10-5300-51-51780 TRAVEL 1,925 - 7,000 1,431 20.44 5,569 7,000 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 765 38.25 1,235 1,500 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-5240 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-5240 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-5240 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-5240 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-5240 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-5000-51-5240 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.	10-5300-51-51331	SUB DIV & INSP. FEES	6,744	-	10,000	-	-	10,000	10,000
10-5300-51-51338 INSURANCE LIABILITY 689 619 690 1,031 149.48 (341) 1,500 10-5300-51-51485 MISCELLANEOUS 5,069 16,607 16,282 91 0.56 16,191 5,000 10-5300-51-51603 POSTING & NOTIFICATION 5,184 12,997 9,000 1,466 16.28 7,534 15,000 10-5300-51-51610 PERMITS & LICENSES - 10-5300-51-51611 TRAVIS CO RECORDATION FEES - 1,000 2,500 10-5300-51-51625 POSTAGE/DELIVERY 1,049 2,460 1,973 2,000 80.0 500 2,500 10-5300-51-51635 PROF/MEMBERSHIP DUES 940 1,973 2,000 804 40.20 1,196 2,000 10-5300-51-51746 SUPPLIES-OFFICE 2,557 6,034 3,000 3,237 107.91 (237) 4,000 10-5300-51-51780 TRAVEL 1,925 - 7,000 1,431 20.44 5,569 7,000 10-5300-51-51800 UNIFORMS & ACCESSORIES 184 73 2,000 840 33.62 1,660 1,000 10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-500 10-500 10-500 10-5200 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-500 10-500 10-500 10-500 10-500 10-500 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-500 10-500 10-500 10-500 10-500 10-500 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-500 10-500 10-500 10-500 10-500 10-500 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-500 10-500 10-500 10-500 10-500 10-500 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 10,000 10-500 10-	10-5300-51-51332	OVERPAYMENT/REFUNDS	15,984	7,618	10,500	-	-	10,500	0
10-5300-51-51485       MISCELLANEOUS       5,069       16,607       16,282       91       0.56       16,191       5,000         10-5300-51-51603       POSTING & NOTIFICATION       5,184       12,997       9,000       1,466       16.28       7,534       15,000         10-5300-51-51610       PERMITS & LICENSES       -       -       -       120       55       45.83       65       0         10-5300-51-51611       TRAVIS CO RECORDATION FEES       -       1,000       2,500       2,000       80.00       500       2,500         10-5300-51-51625       POSTAGE/DELIVERY       1,049       2,460       1,475       113       7.66       1,362       1,500         10-5300-51-51635       PROF/MEMBERSHIP DUES       940       1,973       2,000       804       40.20       1,196       2,000         10-5300-51-51746       SUPPLIES-OFFICE       2,557       6,034       3,000       3,237       107.91       (237)       4,000         10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000         10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235	10-5300-51-51335	INSURANCE-PROPERTY, CA	1,248	1,407	1,248	776	62.15	472	1,500
10-5300-51-51603       POSTING & NOTIFICATION       5,184       12,997       9,000       1,466       16.28       7,534       15,000         10-5300-51-51610       PERMITS & LICENSES       -       -       -       120       55       45.83       65       0         10-5300-51-51611       TRAVIS CO RECORDATION FEES       -       1,000       2,500       2,000       80.00       500       2,500         10-5300-51-51625       POSTAGE/DELIVERY       1,049       2,460       1,475       113       7.66       1,362       1,500         10-5300-51-51635       PROF/MEMBERSHIP DUES       940       1,973       2,000       804       40.20       1,196       2,000         10-5300-51-51746       SUPPLIES-OFFICE       2,557       6,034       3,000       3,237       107.91       (237)       4,000         10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000         10-5300-51-52180       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500         10-5300-51-52110       OFFICE EQUIP LEASES       -       -       2,500       840       33.62       1,660 <td< td=""><td>10-5300-51-51338</td><td>INSURANCE LIABILITY</td><td>689</td><td>619</td><td>690</td><td>1,031</td><td>149.48</td><td>(341)</td><td>1,500</td></td<>	10-5300-51-51338	INSURANCE LIABILITY	689	619	690	1,031	149.48	(341)	1,500
10-5300-51-51610         PERMITS & LICENSES         -         -         -         120         55         45.83         65         0           10-5300-51-51611         TRAVIS CO RECORDATION FEES         -         1,000         2,500         2,000         80.00         500         2,500           10-5300-51-51625         POSTAGE/DELIVERY         1,049         2,460         1,475         113         7.66         1,362         1,500           10-5300-51-51635         PROF/MEMBERSHIP DUES         940         1,973         2,000         804         40.20         1,196         2,000           10-5300-51-51746         SUPPLIES-OFFICE         2,557         6,034         3,000         3,237         107.91         (237)         4,000           10-5300-51-51780         TRAVEL         1,925         -         7,000         1,431         20.44         5,569         7,000           10-5300-51-51800         UNIFORMS & ACCESSORIES         184         73         2,000         765         38.25         1,235         1,500           10-5300-51-52110         OFFICE EQUIP LEASES         -         -         2,500         840         33.62         1,660         1,000           10-5300-51-52340         VEHICLE FUEL & OIL	10-5300-51-51485	MISCELLANEOUS	5,069	16,607	16,282	91	0.56	16,191	5,000
10-5300-51-51611       TRAVIS CO RECORDATION FEES       -       1,000       2,500       2,000       80.00       500       2,500         10-5300-51-51625       POSTAGE/DELIVERY       1,049       2,460       1,475       113       7.66       1,362       1,500         10-5300-51-51635       PROF/MEMBERSHIP DUES       940       1,973       2,000       804       40.20       1,196       2,000         10-5300-51-51746       SUPPLIES-OFFICE       2,557       6,034       3,000       3,237       107.91       (237)       4,000         10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000         10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500         10-5300-51-52110       OFFICE EQUIP LEASES       -       -       2,500       840       33.62       1,660       1,000         10-5300-51-52340       VEHICLE FUEL & OIL       7,505       5,929       10,000       3,148       31.48       6,852       10,000	10-5300-51-51603	POSTING & NOTIFICATION	5,184	12,997	9,000	1,466	16.28	7,534	15,000
10-5300-51-51625       POSTAGE/DELIVERY       1,049       2,460       1,475       113       7.66       1,362       1,500         10-5300-51-51635       PROF/MEMBERSHIP DUES       940       1,973       2,000       804       40.20       1,196       2,000         10-5300-51-51746       SUPPLIES-OFFICE       2,557       6,034       3,000       3,237       107.91       (237)       4,000         10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000         10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500         10-5300-51-52110       OFFICE EQUIP LEASES       -       -       2,500       840       33.62       1,660       1,000         10-5300-51-52340       VEHICLE FUEL & OIL       7,505       5,929       10,000       3,148       31.48       6,852       10,000	10-5300-51-51610	PERMITS & LICENSES	-	-	120	55	45.83	65	0
10-5300-51-51635       PROF/MEMBERSHIP DUES       940       1,973       2,000       804       40.20       1,196       2,000         10-5300-51-51746       SUPPLIES-OFFICE       2,557       6,034       3,000       3,237       107.91       (237)       4,000         10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000         10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500         10-5300-51-52110       OFFICE EQUIP LEASES       -       -       2,500       840       33.62       1,660       1,000         10-5300-51-52340       VEHICLE FUEL & OIL       7,505       5,929       10,000       3,148       31.48       6,852       10,000	10-5300-51-51611	TRAVIS CO RECORDATION FEES	-	1,000	2,500	2,000	80.00	500	2,500
10-5300-51-51746       SUPPLIES-OFFICE       2,557       6,034       3,000       3,237       107.91       (237)       4,000         10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000         10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500         10-5300-51-52110       OFFICE EQUIP LEASES       -       -       -       2,500       840       33.62       1,660       1,000         10-5300-51-52340       VEHICLE FUEL & OIL       7,505       5,929       10,000       3,148       31.48       6,852       10,000	10-5300-51-51625	POSTAGE/DELIVERY	1,049	2,460	1,475	113	7.66	1,362	1,500
10-5300-51-51780       TRAVEL       1,925       -       7,000       1,431       20.44       5,569       7,000       10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500       1,000	10-5300-51-51635	PROF/MEMBERSHIP DUES	940	1,973	2,000	804	40.20	1,196	2,000
10-5300-51-51800       UNIFORMS & ACCESSORIES       184       73       2,000       765       38.25       1,235       1,500         10-5300-51-52110       OFFICE EQUIP LEASES       -       -       -       2,500       840       33.62       1,660       1,000         10-5300-51-52340       VEHICLE FUEL & OIL       7,505       5,929       10,000       3,148       31.48       6,852       10,000	10-5300-51-51746	SUPPLIES-OFFICE	2,557	6,034	3,000	3,237	107.91	(237)	4,000
10-5300-51-52110       OFFICE EQUIP LEASES       -       -       2,500       840       33.62       1,660       1,000         10-5300-51-52340       VEHICLE FUEL & OIL       7,505       5,929       10,000       3,148       31.48       6,852       10,000	10-5300-51-51780	TRAVEL	1,925	-	7,000	1,431	20.44	5,569	7,000
10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 <b>10,000</b>	10-5300-51-51800	UNIFORMS & ACCESSORIES	184	73	2,000	765	38.25	1,235	1,500
10-5300-51-52340 VEHICLE FUEL & OIL 7,505 5,929 10,000 3,148 31.48 6,852 <b>10,000</b>	10-5300-51-52110	OFFICE EQUIP LEASES	-	-	2,500	840	33.62	1,660	1,000
TOTAL OPERATING 169,618 163,611 219,915 42,875 19.50 177,040 <b>204,100</b>	10-5300-51-52340	VEHICLE FUEL & OIL	7,505	5,929		3,148	31.48	6,852	10,000
	TOTAL OPERATING		169,618	163,611	219,915	42,875	19.50	177,040	204,100

<b>REPAIRS &amp; MAINTEN</b>	<u>ANCE</u>							
10-5300-52-52320	VEHICLE REPAIRS & MAIN	1,216	12,562	4,400	632	14.35	3,768	4,000
TOTAL REPAIRS & MA	INTENANCE	1,216	12,562	4,400	632	14.35	3,768	4,000
CONTRACTED SERVIC	<u>ES</u>							
10-5300-54-51165	ENG/PLANNING SERVICES	285,348	328,778	200,000	151,455	75.73	48,545	250,000
10-5300-54-51166	FEE SCHEDULE STUDY	4,420	17,480	10,000	-	-	10,000	0
10-5300-54-51440	LEGAL FEES	65,515	62,963	50,000	9,494	18.99	40,506	60,000
10-5300-54-51450	COMPREHENSIVE PLANNING SVC	-	135,000	50,000	-	-	50,000	130,000
TOTAL CONTRACTED S	SERVICES	355,283	544,221	310,000	160,949	51.92	149,051	440,000
DEBT PAYMENTS			_				_	
10-5300-55-52310	VEHICLE LEASE EXPENSE	6,458	11,676	28,500	25,304	88.79	3,196	28,500
TOTAL DEBT PAYMEN	TS	6,458	11,676	28,500	25,304	88.79	3,196	28,500
TOTAL DEVELOPMEN	T SERVICES EXPENDITURES	1,001,252	1,375,035	1,511,042	613,191	40.58	897,851	1,642,302

PARKS EXPENDITURE	S	FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
PERSONNEL								
10-5400-50-50010	SALARIES	229,515	328,592	427,452	207,974	48.65	219,478	448,948
10-5400-50-50050	OVERTIME	5,882	14,724	12,824	3,130	24.41	9,694	13,140
10-5400-50-50075	LONGEVITY	3,800	2,900	3,600	900	25.00	2,700	4,900
10-5400-50-50200	EMPLOYER PAID TAXES	17,834	26,351	33,956	16,121	47.48	17,835	35,725
10-5400-50-50255	WORKERS' COMPENSATION	6,492	7,215	7,220	3,945	54.63	3,275	15,971
10-5400-50-50325	HEALTH INSURANCE	38,444	65,069	84,111	41,444	49.27	42,667	75,126
10-5400-50-50410	EMPLOYER RETIREMENT CO	20,295	28,901	36,165	17,373	48.04	18,793	36,343
10-5400-50-50520	EMPLOYEE EDUCATION	77	264	800	-	-	800	800
10-5400-50-50700	REIMB UNEMPLOYMENT	-	-	500	-	-	500	0
TOTAL PERSONNEL		322,340	474,016	606,628	290,887	47.95	315,741	630,953
<u>OPERATING</u>								
10-5400-51-51011	PRE-EMPLOYMENT SCREENING	265	2	20	1	5.00	19	20
10-5400-51-51335	INSURANCE - PROPERTY, CA	48	-	-	3,143	-	(3,143)	
10-5400-51-51338	INSURANCE-LIABILITY	-	-	-	316	-	(316)	
10-5400-51-51485	MISCELLANEOUS	76	-	100	-	-	100	100
10-5400-51-51610	LICENSES	-	-	100	-	-	100	100
10-5400-51-51620	PHYSICALS/DRUG TESTING	-	1	200	-	-	200	200
10-5400-51-51635	PROFESSIONAL & MEMBERSHIP DL	-	-		-		-	0
10-5400-51-51640	DUES & SUBSCRIPTIONS	(35)	-	-	-	-	-	0
10-5400-51-51740	SUPPLIES-CHEMICAL & MATERIALS	23,769	15,447	30,000	10,723	35.74	19,277	30,000
10-5400-51-51780	TRAVEL	-	-	100	1,096	1,095.76	(996)	100
10-5400-51-51800	UNIFORMS & ACCESSORIES	2,577	3,867	7,830	3,142	40.12	4,688	9,000
10-5400-51-51813	UTILITIES-ELECTRIC BLU	1,142	1,184	1,200	624	51.99	576	1,200
10-5400-51-52340	FUEL & OIL	9,480	19,196	13,000	9,713	74.72	3,287	19,580
10-5400-51-52440	EQUIPMENT RENTAL	536	-	1,500	-	-	1,500	1,500
10-5400-51-54020	PARKS SIGNS	550	230	600	36	6.00	564	10,000
TOTAL OPERATING		38,408	39,926	54,650	28,794	52.69	25,856	85,000

REPAIRS & MAINTENA	ANCE							
10-5400-52-52010	BUILDING REPAIRS & MAI	1,885	397	5,000	220	4.40	4,780	5,000
10-5400-52-52320	VEH REPAIRS & MAINTENA	2,784	5,388	6,000	2,560	42.66	3,440	7,000
10-5400-52-52430	MACHINERY EQUIP-REPAIR	9,588	13,202	10,000	7,477	74.77	2,523	12,000
10-5400-52-54015	PARK REPAIRS /MAINTENAN	374,557	109,865	300,000	4,606	1.54	295,394	300,000
10-5400-52-54016	CEMETARY REPAIRS/MAINTENANC	6,660	12,000	20,000	6,500	32.50	13,500	20,000
10-5400-52-54017	TIMMERMAN REPAIRS/MAINTENA	72,485	9,562	-	-	-	-	0
TOTAL REPAIRS & MAI	NTENANCE	467,959	150,413	341,000	21,363	6.26	319,637	344,000
CONTRACTED SERVICE	<u>ES</u>							
10-5400-54-51165	ENGINEERING/PLANNING S	1,518	10,132	11,000	-	-	11,000	81,000
10-5400-54-51440	LEGAL FEES	-	5,325	1,000	-	-	1,000	5,000
TOTAL CONTRACTED S	SERVICES	1,518	15,457	12,000	-	-	12,000	86,000
DEBT PAYMENTS								
10-5400-55-52310	VEHICLE LEASE EXPENSE	32,371	6,458	45,000	6,458	14.35	38,542	75,300
10-5400-55-52410	MACHINERY EQUIPMENT LE	, -	-	9,518	-	-	9,518	0
TOTAL DEBT PAYMEN	TS	32,371	6,458	54,518	6,458	11.85	48,060	75,300
<b>GRANT EXPENDITURE</b>	<u>S</u>		_					
10-5400-56-58000	GRANT EXPENDITURES	-	-	10,000	-	-	10,000	10,000
TOTAL GRANT EXPEND	DITURES	-	-	10,000	-	-	10,000	10,000
CAPITAL OUTLAY < \$5	К							
10-5400-57-52400	MACHINERY EQUIPMENT-PU	184	4,758	7,500	912	12.16	6,588	7,500
10-5400-57-52450	TOOLS	532	1,016	750	223	29.74	527	700
TOTAL CAPITAL OUTLA	NY < \$5K	716	5,774	8,250	1,135	13.76	7,115	8,200
CAPITAL OUTLAY > \$5	К							
10-5400-58-52400	MACHINERY EQUIPMENT-PU	209,951	13,393	25,000	-	-	25,000	50,000
TOTAL CAPITAL OUTLA	NY > \$5K	209,951	13,393	25,000	-	-	25,000	50,000
TOTAL PARKS EXPEND	DITURES	1,073,263	705,436	1,112,046	348,636	31.35	763,410	1,289,453

MUNICIPAL COURT E	XPENDITURES	FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
PERSONNEL								
10-5500-50-50010	SALARIES	144,164	157,225	241,407	62,415	25.85	178,992	212,696
10-5500-50-50050	OVERTIME	5,670	6,568	2,414	5,603	232.12	(3,189)	1,501
10-5500-50-50075	LONGEVITY	1,500	1,900	2,200	-	-	2,200	600
10-5500-50-50150	MUNICIPAL JUDGES SALAR	23,287	28,733	27,192	14,466	53.20	12,726	27,874
10-5500-50-50200	EMPLOYER PAID TAXES	12,877	14,676	18,821	6,167	32.77	12,654	18,564
10-5500-50-50255	WORKERS' COMPENSATION	342	389	389	198	50.82	191	995
10-5500-50-50325	HEALTH INSURANCE	22,644	25,689	37,383	11,291	30.20	26,092	33,389
10-5500-50-50410	EMPLOYER RETIREMENT CO	12,828	13,844	17,807	5,572	31.29	12,235	16,717
10-5500-50-50520	EMPLOYEE EDUCATION	685	1,200	3,000	-	-	3,000	5,000
10-5500-50-50700	REIMB UNEMPLOYMENT	-	-	500	-	-	500	0
TOTAL PERSONNEL		223,998	250,224	351,113	105,712	30.11	245,401	317,335
<u>OPERATING</u>								
10-5500-51-51011	PRE-EMPLOYMENT SCREENING	-	1	25	1	4.00	24	25
10-5500-51-51042	COURT TECHNOLOGY EXPEN	28,526	15,028	36,300	16,969	46.75	19,331	40,000
10-5500-51-51080	CASH SHORT (OVER)	-	-	100	-	-	100	150
10-5500-51-51485	MISCELLANEOUS	3,560	1,717	1,500	4,948	329.90	(3,448)	3,000
10-5500-51-51603	PERIODICALS & PUBLICAT	-	-	100	-	-	100	100
10-5500-51-51625	POSTAGE/DELIVERY	1,535	1,767	3,600	662	18.39	2,938	3,600
10-5500-51-51635	PROFESSIONAL & MEMBERS	165	165	320	165	51.56	155	400
10-5500-51-51746	SUPPLIES-OFFICE	3,379	2,282	4,500	1,010	22.45	3,490	5,000
10-5500-51-51780	TRAVEL	733	1,036	1,500	15	0.98	1,485	5,000
10-5500-51-52100	COURT SECURITY	1,001	401	1,900	-	-	1,900	1,900
10-5500-51-52110	OFFICE EQUIPMENT LEASE	2,356	2,346	2,400	1,970	82.09	430	3,825
TOTAL OPERATING		41,256	24,743	52,245	25,741	49.27	26,504	63,000

CONTRACTED SERVICE	<u>ES</u>								
10-5500-54-51440	LEGAL FEES	31,581	28,438	37,000	8,400	22.70	28,600	37,000	
10-5500-54-51595	COLLECTION FEES	32,788	38,414	32,000	11,846	37.02	20,154	32,000	
10-5500-54-56010	STATE COURT COST	125,136	130,464	111,698	63,825	57.14	47,874	140,000	
10-5500-54-56425	JURY EXPENSE	-	36	500	-	-	500	500	
TOTAL CONTRACTED S	SERVICES	189,505	197,352	181,198	84,071	46.40	97,127	209,500	
CAPITAL OUTLAY < \$5	<u>sk</u>								
10-5500-57-56105	CAP OUTLAY-COURT SECUR	-	-	1,620	-	-	1,620	0	
TOTAL CAPITAL OUTLA	AY < \$5K	-	-	1,620	-	-	1,620	0	
CAPITAL OUTLAY > \$5	<u>sk</u>								
10-5500-58-56105	CAP OUTLAY-COURT SECUR	-	7,890	6,000	-	-	6,000	0	
10-5500-58-56108	CAP OUTLAY-COURT TECH	-	-	7,307	-	-	7,307	0	
TOTAL CAPITAL OUTLA	AY > \$5K	-	7,890	13,307	-	-	13,307	0	
TOTAL MUNICIPAL CO	OURT EXPENSES	454,758	480,209	599,483	215,524	35.95	383,959	589,835	

POLICE EXPENDITURE	s	FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
PERSONNEL								
10-5600-50-50010	SALARIES	2,409,134	2,565,644	3,523,077	1,556,872	44.19	1,966,205	3,997,994
10-5600-50-50011	COVID 19 SALARIES	3,267	-,000,000	5,5=5,511	-,555,51	-	-,,	0
10-5600-50-50012	HB2073 PD PAY	8,784	1,830	_	-			0
10-5600-50-50050	OVERTIME	149,199	262,102	202,824	99,805	49.21	103,019	231,852
10-5600-50-50075	LONGEVITY PAY	24,316	21,840	18,100	17,656	97.55	444	22,200
10-5600-50-50200	EMPLOYER PAID TAXES	192,075	213,893	286,416	124,205	43.37	162,211	325,282
10-5600-50-50255	WORKERS' COMPENSATION	45,282	56,860	85,000	48,255	56.77	36,745	175,713
10-5600-50-50325	HEALTH INSURANCE	261,168	306,025	467,913	200,226	42.79	267,687	434,061
10-5600-50-50326	TEAM BUILDING	, -	85	4,300	· -	-	4,300	2,500
10-5600-50-50335	HEALTH ASSISTANCE	-	10,500	-	-	_	-	0
10-5600-50-50410	EMPLOYER RETIREMENT CO	219,583	236,844	305,793	142,122	46.48	163,671	331,764
10-5600-50-50520	EMPLOYEE EDUCATION	41,232	59,693	70,000	27,284	38.98	42,716	70,000
10-5600-50-50700	REIMB UNEMPLOYMENT	-	-	500	-	-	500	0
TOTAL PERSONNEL		3,354,040	3,735,317	4,963,923	2,216,425	44.65	2,747,498	5,591,366
<b>OPERATING</b>								
10-5600-51-51010	ADVER/RECRUITING	-	-	20,000	251	1.26	19,749	20,000
10-5600-51-51335	INSURANCE-PROPERTY, CA	12,640	23,303	23,303	20,684	88.76	2,619	23,303
10-5600-51-51338	INSURANCE LIABILITY	76,818	55,875	55,875	27,550	49.31	28,325	56,197
10-5600-51-51485	MISCELLANEOUS	6,296	105,917	10,000	5,467	54.67	4,533	15,000
10-5600-51-51603	PERIODICALS & PUBLICAT	324	161	500	140	28.02	360	1,000
10-5600-51-51610	PERMITS & LICENSING	452	773	500	378	75.54	122	500
10-5600-51-51620	PHYSICALS/DRUG TESTING	6,406	5,292	6,000	1,490	24.83	4,510	5,000
10-5600-51-51625	POSTAGE/DELIVERY	1,781	1,637	4,000	297	7.43	3,703	4,000
10-5600-51-51635	PROFESSIONAL & MEMBERS	1,714	980	5,500	465	8.45	5,035	5,500
10-5600-51-51746	SUPPLIES-OFFICE	12,191	15,071	15,000	7,056	47.04	7,944	17,500
10-5600-51-51748	SUPPLIES-POLICE SPECIAL	11,853	15,629	25,000	3,732	14.93	21,268	30,000
10-5600-51-51780	TRAVEL	24,419	25,160	45,000	16,285	36.19	28,715	50,000
10-5600-51-51781	COMMUNITY PROGRAMS	-	4,849	5,000	4,443	88.86	557	10,000
10-5600-51-51782	SOCIAL RESOURCE MISCELLANEOU	-	370	5,000	383	7.67	4,617	5,000

10-5600-51-51783	ANIMAL CONTROL MISCELLANEOU	-	19	15,000	38	0.25	14,962	20,000
10-5600-51-51784	K-9	-	-	80,000	26	0.03	79,974	50,000
10-5600-51-51785	CTRS	-	-	60,000	17	0.03	59,983	60,000
10-5600-51-51798	CRIME LAB	5,894	5,752	7,500	732	9.76	6,768	13,800
10-5600-51-51799	CID SPECIALTY EQUIPMENT	17,429	59,123	62,500	13,434	21.49	49,066	45,500
10-5600-51-51800	UNIFORMS & ACCESSORIES	53,735	49,521	50,000	26,448	52.90	23,552	50,000
10-5600-51-51801	SAFETY & ACCESSORIES	6,798	6,861	7,000	6,237	89.10	763	10,000
10-5600-51-51802	AMMO/RANGE	8,427	41,209	40,000	59	0.15	39,942	40,000
10-5600-51-51803	HONOR GUARD		100	4,000	213	5.32	3,787	4,000
10-5600-51-51804	CITIZEN POLICE ACADEMY	4,153	4,371	7,500	64	0.86	7,436	7,500
10-5600-51-51805	POLICE BANQUET	3,067	4,910	5,000	2,283	45.65	2,717	7,500
10-5600-51-51806	TRAFFIC SPECIALTY EQUP	5,931	10,558	25,000	4,989	19.96	20,011	25,000
10-5600-51-51813	UTILITIES-ELECTRIC BLU	9,358	9,114	12,000	4,666	38.89	7,334	12,000
10-5600-51-52110	OFFICE EQUIPMENT LEASE	7,645	8,640	16,500	4,335	26.27	12,165	16,500
10-5600-51-52340	FUEL & OIL	157,593	113,601	96,000	68,620	71.48	27,380	125,000
10-5600-51-57400	WRECKER SERVICE	1,170	558	1,200	1,001	83.42	199	1,500
TOTAL OPERATING		436,095	569,353	709,878	221,782	31.24	488,096	731,300
<b>REPAIRS &amp; MAINTEN</b>	<u>ANCE</u>							
10-5600-52-52010	<b>BUILDING REPAIRS &amp; MAI</b>	26,462	8,959	17,500	3,760	21.48	13,740	20,000
10-5600-52-52012	CLEANING & MAINTENANCE	3,003	2,829	4,000	1,298	32.45	2,702	4,000
10-5600-52-52240	SOFTWARE ANNUAL FEES	-	-	-	-	-	-	67,500
10-5600-52-52320	VEHICLE REPAIRS & MAIN	92,715	98,176	75,000	62,866	83.82	12,134	98,596
10-5600-52-52321	VEHICLE DAMAGE	69,112	19,460	15,000	8,405	56.03	6,595	25,000
TOTAL REPAIRS & MA	INTENANCE	191,292	129,424	111,500	76,328	68.46	35,172	215,096
CONTRACTED SERVICE	ES .							
10-5600-54-51440	LEGAL FEES	270	1,050	5,000	1,307	26.13	3,694	5,000
10-5600-54-51502	CONSULTING SERVICES	-	858	1,000	3,850	385.00	(2,850)	1,000
10-5600-54-51590	DESTRUCTION SERVICES	300	96	1,000	192	19.20	808	1,000
10-5600-54-57001	RRS EMERGENCY RADIO SYS	13,897	12,238	29,000	8,073	27.84	20,927	38,000
10-5600-54-57350	EMERGENCY DISPATCH SER	270,207	310,738	357,349	357,349	100.00	-	411,000
TOTAL CONTRACTED	SERVICES	284,674	324,980	393,349	370,771	94.26	22,578	456,000

<b>DEBT PAYMENTS</b>								
10-5600-55-52310	VEHICLE LEASE EXPENSE	410,105	622,995	565,500	159,410	28.19	406,090	565,500
TOTAL DEBT PAYMEN	TS	410,105	622,995	565,500	159,410	28.19	406,090	565,500
CAPITAL OUTLAY < \$5 10-5600-57-57100	5K ANIMAL CONTROL EQUIPMENT	476	-	-				
10-5600-57-57101	OFFICE EQUIP PURCHASE	389	1,052	1,000	250	25.00	750	1,000
TOTAL CAPITAL OUTL	AY < \$5K	865	1,052	1,000	250	25.00	750	1,000
CAPITAL OUTLAY > \$5	<u>5K</u>							
10-5600-58-52101	PD CONSTRUCTION SITE	-	-	1,000	-	-	1,000	1,000
10-5600-58-52330	POLICE SPECIALTY EQUIP	20,390	244,938	227,189	170,298	74.96	56,891	283,110
10-5600-58-57300	POLICE COMMUNICATION E	26,063	367	86,000	165,000	191.86	(79,000)	174,890
10-5600-58-58000	GRANT EXPENDITURES	2,130	20,204	9,470	-	-	9,470	0
TOTAL CAPITAL OUTL	AY > \$5K	48,583	265,509	323,659	335,298	103.60	(11,639)	459,000
<b>TOTAL POLICE EXPEN</b>	DITURES	4,725,654	5,648,628	7,068,809	3,380,263	47.82	3,688,546	8,019,262

		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
IT EXPENDITURES		ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
PERSONNEL								
10-5700-50-50010	SALARIES	135,128	192,604	229,987	119,787	52.08	110,200	253,473
10-5700-50-50050	OVERTIME	852	2,802	3,483	1,376	39.51	2,107	1,220
10-5700-50-50075	LONGEVITY PAY	900	400	700	200	28.57	500	1,100
10-5700-50-50200	EMPLOYER PAID TAXES	9,786	14,507	17,914	8,428	47.05	9,486	19,568
10-5700-50-50255	WORKERS' COMPENSATION	192	222	300	146	48.58	154	1,049
10-5700-50-50325	HEALTH INSURANCE	14,248	21,691	28,037	14,054	50.13	13,983	25,042
10-5700-50-50410	EMPLOYER RETIREMENT CO	11,601	16,344	19,527	9,945	50.93	9,582	19,907
10-5700-50-50520	EMPLOYEE EDUCATION	1,415	3,026	4,500	2,692	59.82	1,808	4,500
10-5700-50-50650	VEHICLE ALLOWANCE	-	-	5,500	-	-	5,500	0
10-5700-50-50700	REIMB UNEMPLOYMENT	-	-	500	-	-	500	0
TOTAL PERSONNEL		174,122	251,597	310,448	156,630	50.45	153,818	325,858
<u>OPERATING</u>								
10-5700-51-51485	MISCELLANEOUS	15	379	500	219	43.71	281	500
10-5700-51-51625	POSTAGE/DELIVERY	-	-	100	-	-	100	100
10-5700-51-51635	PROFESSIONAL/MEMBERSHIP	430	314	1,900	-	-	1,900	3,800
10-5700-51-51746	SUPPLIES-OFFICES	2,128	3,564	3,000	923	30.76	2,077	6,000
10-5700-51-51769	INTERNET SERVICE	92,599	96,629	110,000	18,165	16.51	91,835	150,000
10-5700-51-51770	TELEPHONE COMMUNICATION	7,405	9,749	5,100	28,981	568.26	(23,881)	7,000
10-5700-51-51775	WIRELESS COMMUNICATION	118,367	108,223	125,000	82,172	65.74	42,828	125,000
10-5700-51-51780	TRAVEL	240	2,287	6,000	-	-	6,000	6,000
TOTAL OPERATING		221,183	221,145	251,600	130,460	51.85	121,140	298,400
REPAIRS & MAINTEN	ANCE							
10-5700-52-52000	COMPUTER R & M	232	16	-	-	-	-	O
10-5700-52-52011	BUILDING SECURITY	4,282	6,595	5,000	4,408	88.16	592	15,000
TOTAL REPAIRS & MA		4,514	6,611	5,000	4,408	88.16	592	15,000
CONTRACTED SERVICE	ES							
10-5700-54-51440	LEGAL FEES	-	-	-	-	-	_	5,000
10-5700-54-51501	IT CONSULTING SERVICES	7,475	8,654	25,000	-	-	25,000	29,629
10-5700-54-52005	EMERGENCY NOTIFICATION	4,371	4,371	4,371	4,371	100.00	, 0	4,371
10-5700-54-52240	SOFTWARE ANNUAL FEES	205,935	266,274	245,000	145,108	59.23	99,892	400,000
TOTAL CONTRACTED :	SERVICES	217,781	279,299	274,371	149,479	54.48	124,892	439,000

TOTAL IT EXPENDITU	RES	706,788	839.874	996.303	522,392	52.43	473.911	1.243.258
					•			
TOTAL CAPITAL OUTL	AY>5K	16,794	30,205	109,884	74,063	67.40	35,821	115,000
10-5700-58-52200	COMPUTER EQUIPMENT	16,794	30,205	109,884	74,063	67.40	35,821	115,000
CAPITAL OUTLAY >\$5	<u>sk</u>							
		, =,00 .	02,020	.5/555	.,	3.33	.0,01	56,555
TOTAL CAPITAL OUTLAY<\$5K		72,394	51,019	45,000	4,483	9.96	40,517	50,000
10-5700-57-52200	COMPUTER EQUIPMENT	72,394	51,019	45,000	4,483	9.96	40,517	50,000
CAPITAL OUTLAY <\$5	<u>5K</u>							
					,			ŕ
TOTAL DEBT PAYMEN	ITS	-	-	-	2,868	-	(2,868)	6,000
10-5700-57-52310	VEHICLE LEASE EXPENSE	-	-	-	2,868	-	(2,868)	6,000
<b>DEBT PAYMENTS</b>								

		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
<b>ECONOMIC DEV. SVC</b>	S	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
PERSONNEL								
10-5800-50-50010	SALARIES	144,792	120,578	125,565	63,453	50.53	62,112	131,861
10-5800-50-50075	LONGEVITY PAY	300	-	200	200	100.00	-	300
10-5800-50-50200	EMPLOYER PAID TAXES	11,140	9,934	9,621	4,884	50.76	4,737	10,110
10-5800-50-50255	WORKERS' COMPENSATION	82	100	200	53	26.56	147	542
10-5800-50-50325	HEALTH INSURANCE	4,303	7,327	9,346	283	3.03	9,063	8,347
10-5800-50-50410	EMPLOYER RETIREMENT CO	12,354	10,812	10,695	5,234	48.94	5,461	10,285
10-5800-50-50520	EMPLOYEE EDUCATION	1,235	1,831	12,985	45	0.35	12,940	5,000
10-5800-50-50650	VEHICLE ALLOWANCE	1,292	4,800	5,500	185	3.36	5,315	4,800
TOTAL PERSONNEL		175,499	155,381	174,112	74,337	42.69	99,775	171,246
<u>OPERATING</u>								
10-5800-51-51001	SESQUICENTENIAL EXPENSE	73,215	-	-		-	<u>-</u>	(
10-5800-51-51010	ADVERTISING	2,180	6,668	35,000	21,653	61.86	13,347	35,000
10-5800-51-51020	INCENTIVES	-	-	-	-	-	-	47,500
10-5800-51-51043	CITY EVENTS	44,531	-	-	-	-	-	
10-5800-51-51480	MEETING EXPENSES	2,898	2,000	3,000	387	12.89	2,613	5,000
10-5800-51-51625	POSTAGE/DELIVERY	58	226	3,500	113	3.23	3,387	1,500
10-5800-51-51630	SUBSCRIPTIONS	1,967	8,085	5,800	2,544	43.86	3,256	6,500
10-5800-51-51635	PROFESSIONAL/MEMBERSHIP	1,774	5,385	25,000	3,686	14.74	21,314	25,000
10-5800-51-51746	SUPPLIES-OFFICES	2,381	2,086	3,000	415	13.83	2,585	3,000
10-5800-51-51780	TRAVEL	5,019	2,389	10,000	1,122	11.22	8,878	5,000
10-5800-51-51800	UNIFORMS & ACCESSORIES	-	10	1,000	-	-	1,000	2,000
TOTAL OPERATING		134,022	26,849	86,300	29,919	34.67	56,381	130,500
CONTRACTED SERVICE	ES							
10-5800-54-51440	LEGAL FEES	-	-	50,000	_	-	50,000	50,000
10-5800-54-51501	CONSULTING SERVICES	11,175	28,100	356,000	60,286	16.93	295,715	325,000
TOTAL		11,175	28,100	406,000	60,286	14.85	345,715	375,000
	EV SVCS EXPENDITURES	320,696	210,330	666,412	164,542	24.69	501,870	676,746

HUMAN RESOURCES		FY 2021-22 ACTUAL	FY 2022-23 ACTUAL	FY 2023-24	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
PERSONNEL		ACTORE	ACTORE	COMM. DODGET	7.5 61 65/51/2624	DODGET	D/ LE/ (IVCE	2024 23 505021
10-5810-50-50010	SALARIES	84,065	129,446	160,166	81,059	50.61	79,107	168,224
10-5810-50-50050	OVERTIME	32	838	1,532	691	45.09	841	1,610
10-5810-50-50075	LONGEVITY PAY	-	1,300	1,500	1,000	66.67	500	1,700
10-5810-50-50200	EMPLOYER PAID TAXES	6,059	10,709	12,485	6,096	48.83	6,389	13,122
10-5810-50-50255	WORKERS' COMPENSATION	-		200	26	12.96	174	703
10-5810-50-50325	HEALTH INSURANCE	40	16,702	18,691	9,353	50.04	9,338	16,695
10-5810-50-50410	EMPLOYER RETIREMENT CO	7,053	11,668	13,297	7,163	53.87	6,134	13,350
10-5810-50-50411	HR REQUIRED EDUCATION	25,325	1,795	10,000	-	-	10,000	10,000
10-5810-50-50520	EMPLOYEE EDUCATION	2,046	3,699	7,500	-	_	7,500	
10-5810-50-50650	VEHICLE ALLOWANCE	, -	-	5,500	-	_	5,500	·
TOTAL PERSONNEL		124,619	176,157	230,871	105,388	45.65	125,483	232,905
OPERATING								
10-5810-51-51010	EMPLOYMENT ADVERTISING	-	-	2,500	438	17.50	2,063	3,000
10-5810-51-51011	PRE-EMPLOYMENT SCREENING	_	-	100	-	-	100	100
10-5810-51-51041	EMPLOYEE APPRECIATION	12,026	18,044	25,000	16,544	66.18	8,456	30,000
10-5810-51-51060	MARKETING MATERIALS	· <u>-</u>	-	15,000	1,086	7.24	13,914	10,000
10-5810-51-51480	MEETING EXPENSES	100	132	1,500	28	1.85	1,472	1,000
10-5810-51-51485	MISCELLANEOUS	5,138	31,228	3,500	47	1.33	3,453	3,500
10-5810-51-51603	PERIODICALS & PUBLICATIONS	-	29	2,500	-	-	2,500	2,000
10-5810-51-51635	PROFESSIONAL/MEMBERSHIP	934	1,641	5,000	340	6.80	4,660	3,000
10-5810-51-51746	SUPPLIES-OFFICES	2,275	5,002	3,000	1,481	49.38	1,519	3,000
10-5810-51-51780	TRAVEL	1,284	3,686	7,500	17	0.23	7,483	7,500
TOTAL OPERATING		21,756	59,762	65,600	19,981	30.46	45,619	63,100
CONTRACTED SERVICE	ES .							
10-5810-54-51440	LEGAL FEES	-	1,770	5,000	2,508	50.15	2,493	5,000
TOTAL CONTRACTED S	ERVICES	-	1,770	5,000	2,508	50.15	2,493	5,000
TOTAL HUMAN RESOL	JRCES EXPENDITURES	146,375	237,689	301,471	127,876	42.42	173,595	301,005

		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
COMMUNITY DEV. SV	rcs	ACTUAL	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
PERSONNEL								
10-5811-50-50010	SALARIES	814	70,937	89,124	13,636	15.30	75,488	77,600
10-5811-50-50075	LONGEVITY PAY	-	-	-	-	-	-	100
10-5811-50-50200	EMPLOYER PAID TAXES	-	6,130	6,818	1,043	15.30	5,775	5,944
10-5811-50-50255	WORKERS' COMPENSATION	-	-	100	13	12.96	87	319
10-5811-50-50325	HEALTH INSURANCE	-	5,857	8,346	2,446	29.30	5,900	8,347
10-5811-50-50410	EMPLOYER RETIREMENT CO	-	6,709	7,261	1,103	15.19	6,158	6,047
10-5811-50-50520	EMPLOYEE EDUCATION	-	675	3,500	-	-	3,500	3,500
10-5811-50-50650	VEHICLE ALLOWANCE	-	3,323	5,500	-	-	5,500	0
TOTAL PERSONNEL		814	93,630	120,649	18,241	15.12	102,408	101,857
<u>OPERATING</u>								
10-5811-51-51001	SESQUICENTENNIAL EXP	-	570	-	-	-	-	
10-5811-51-51010	ADVERTISING	-	2,701	20,000	28,210	141.05	(8,210)	69,700
10-5811-51-51011	SMALL BUSINESS RENTAL ASST	-	-	25,000	-	-	25,000	0
10-5811-51-51043	CITY EVENTS	-	115,224	100,000	137,969	137.97	(37,969)	313,198
10-5811-51-51480	MEETING EXPENSES	-	1,079	2,500	-	-	2,500	2,500
10-5811-51-51625	POSTAGE/DELIVERY	-	-	500	-	-	500	200
10-5811-51-51635	PROFESSIONAL/MEMBERSHIP	-	350	1,850	75	4.05	1,775	23,525
10-5811-51-51746	SUPPLIES-OFFICES	-	1,238	2,000	891	44.53	1,109	2,000
10-5811-51-51747	LEADERSHIP PROGRAM	-	78	-	-	-	-	22,200
10-5811-51-51780	TRAVEL	-	491	5,000	-	-	5,000	7,000
TOTAL OPERATING		-	121,730	156,850	167,144	106.56	(10,294)	440,323
TOTAL COMMUNITY I	DEV SVCS EXPENDITURES	814	215,360	277,499	185,385	66.81	92,114	542,180
TOTAL EXPENDITURES	S	13,832,671	17,322,697	19,798,135	9,551,989	48.25	10,246,146	22,113,600
REVENUES OVER/(UN	IDER) EXPENDITURES	6,147,282	2,373,685	(1)	7,113,693		(7,113,694)	0



# **ENTERPRISE FUNDS**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 

### FY 2024-2025 Proposed Annual Budget

20 -UTILITY FUND FINANCIAL SUMMARY						Proposed	Annual BUDGET FY 2024-25
				50.00 % OF Y	EAR COMP	LETE	
	FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
REVENUE SUMMARY	#REF!	ACTUAL	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
<u>WATER</u>							
MISCELLANEOUS	0	493,926	525	45,610	8,687.62	(45,085)	10,000.00
WATER/SEWER CHARGES	3,678,433	3,914,721	3,527,371	2,047,171	58.04	1,480,200	4,149,190.00
TRANSFERS	0	0	0	0	-	0	-
TOTAL WATER	3,678,433	4,408,647	3,527,896	2,092,781	59.32	1,435,115	4,159,190.00
<u>WASTEWATER</u>							
WATER/SEWER CHARGES	3,138,623	4,018,766	3,059,651	1,832,050	59.88	1,227,602	3,535,000.00
TOTAL WASTEWATER	3,138,623	4,018,766	3,059,651	1,832,050	59.88	1,227,602	3,535,000.00
<u>STORMWATER</u>							
STORMWATER CHARGES	0	0	0	0	-	0	643,730.00
·	0	0	0	0	-	0	643,730.00
	TOTAL REVENUES 6,817,056	8,427,413	7,564,758	3,924,831	51.88	3,639,927	8,337,920.00

### FY 2024-2025 Proposed Annual Budget

						Proposed	Annual BUDGET FY 2024-25
				50.00 % OF Y	EAR COMP	LETE	00
	FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
EXPENDITURE SUMMARY	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
							_
PUBLIC WORKS							
PERSONNEL	485,446	483,604	619,396	285,803	46.14	333,592	843,918
OPERATING	10,946	21,307	29,702	13,258	44.64	16,444	43,113
REPAIRS & MAINTENANCE	21,269	13,756	41,500	2,976	7.17	38,524	26,500
CONTRACTED SERVICES	34,064	120,893	31,445	15,093	48.00	16,352	55,345
TOTAL PUBLIC WORKS	551,725	647,193	731,543	330,389	45.16	401,154	995,876
WATER							
PERSONNEL	228,675	264,166	603,164	134,625	22.32	468,539	581,587
OPERATING	277,357	1,064,284	438,039	160,046	36.54	277,993	530,078
REPAIRS & MAINTENANCE	89,039	204,819	102,500	786,499	767.32	(683,999)	223,853
WATER/WASTEWATER	1,884,712	2,012,419	2,267,750	1,218,721	53.74	1,049,029	2,567,750
CONTRACTED SERVICES	9,361	115,048	138,300	40,864	29.55	97,436	100,500
DEBT PAYMENTS	81,618	61,295	129,308	66,137	51.15	63,172	132,630
CAPITAL OUTLAY < \$5K	1,727	8,705	8,000	473	5.91	7,527	78,425
CAPITAL OUTLAY > \$5K	28,009	331,944	848,058	8,700	1.03	839,358	119,200
TOTAL WATER	2,600,497	4,062,680	4,535,119	2,416,064	53.27	2,119,055	4,334,023
<u>WASTEWATER</u>							
PERSONNEL	162,265	205,304	468,982	226,602	48.32	242,380	633,347
OPERATING	495,209	427,288	533,412	382,775	71.76	150,637	585,520
REPAIRS & MAINTENANCE	43,305	224,792	92,000	193,647	210.49	(101,647)	199,000
WATER/WASTEWATER	253,803	71,507	80,500	44,621	55.43	35,879	87,500
CONTRACTED SERVICES	309,500	911,581	835,248	346,293	41.46	488,955	1,035,248
DEBT PAYMENTS	0	0	20,000	6,640	33.20	13,360	20,000
CAPITAL OUTLAY < \$5K	0	0	5,000	0	-	5,000	34,452
CAPITAL OUTLAY > \$5K	13,081	0	262,955	251,941	95.81	11,014	262,955
TOTAL WASTEWATER	1,277,163	1,840,471	2,298,097	1,452,519	63.21	845,578	2,858,022
CTODM/M/ATED							
STORMWATER CONTRACTED SERVICES	0	0	0	0		0	150,000
TOTAL STORMWATER	0	0	0	0	<u> </u>	0	150,000
	O	0	- 0	Ü		0	130,000
TOTAL EXPENDITURE	S 4,429,386	6,550,344	7,564,759	4,198,972	55.51	3,365,787	8,337,920
REVENUES OVER/(UNDER) EXPENDITURES	2,387,670	1,877,069	(0)	(274,141)		274,141	(0)

20 -UTILITY FUND REVENUES							Proposed	Annual Budget FY 2024-25
					50.00 % OF YEAR CO	MPLETE		
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
WATER REVENUES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
WATER CHARGES	NAICCELLANICOLIC	0	402.026	F2F	45.640	0.607.63	(45.005)	10.000
20-4250-42-42099	MISCELLANEOUS	0		525	·	8,687.62	(45,085)	10,000
TOTAL MISCELLANEOUS		0	493,926	525	45,610	8,687.62	(45,085)	10,000
20-4250-43-42099	CREDIT CARD PAYMENT FEE	88,609	96,656	75,000	58,350	77.80	16,650	95,000
20-4250-43-43000	ADJUSTMENTS	, 0		0		-	Ó	Ó
20-4250-43-43010	WATER SALES	3,082,848	3,379,621	3,034,014	1,789,984	59.00	1,244,030	3,600,000
20-4250-43-43015	BULK WATER SALES	0		92		-	92	0
20-4250-43-43025	LATE FEES WATER	65,596	66,089	56,500	40,357	71.43	16,143	85,000
20-4250-43-43028	RETURN CHECK FEES	1,050		1,015		96.55	35	2,000
20-4250-43-43075	WATER TAP FEES	334,500	272,250	280,000	98,250	35.09	181,750	280,000
20-4250-43-43076	WATER METER FEE	0	98,495	250	0	-	250	250
20-4250-43-43080	CONNECTION CHARGES	105,830	0	80,500	59,250	73.60	21,250	86,940
TOTAL WATER CHARGES		3,678,433	3,914,721	3,527,371	2,047,171	58.04	1,480,200	4,149,190
<u>TRANSFERS</u>								
20-4250-49-50010	TRANSFER FROM CPF	0	0	0	0	-	0	0
TOTAL TRANSFERS		0	0	0	0	-	0	0
TOTAL WATER REVENUE	S	3,678,433	4,408,647	3,527,896	2,092,781	59.32	1,435,115	4,159,190
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
WASTEWATER REVENUES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
SEWER CHARGES								
20-4275-43-43110	SEWER SERVICE	2,750,154	3,640,891	2,774,651	1,614,498	58.19	1,160,154	3,200,000
20-4275-43-43125	LATE FEES SEWER	55,469	53,125	35,000	30,052	85.86	4,948	60,000
20-4275-43-43175	SEWER TAP FEES	333,000	324,750	250,000	187,500	75.00	62,500	275,000
TOTAL SEWER CHARGES		3,138,623	4,018,766	3,059,651	1,832,050	59.88	1,227,602	3,535,000
TOTAL WASTEWATER REV	/ENUES	3,138,623	4,018,766	3,059,651	1,832,050	59.88	1,227,602	3,535,000

NON-DEPARTMENTAL R	REVENUES	FY 2021-22 ACTUAL	FY 2022-23 ORIG. BUDGET	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
TRANSFERS								
20-4275-49-50010	TRANSFER FROM CPF	0	0	977,211	0	-	977,211	0
TOTAL TRANSFERS		0	0	977,211	0	-	977,211	0
TOTAL NON-DEPARTME	NTAL REVENUES	0	0	977,211	0	-	977,211	0
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
STORMWATER REVENU	ES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	Y-T-D ACTUAL	BUDGET	BALANCE	2024-25 BUDGET
STORMWATER CHARGE	:S							
20-4285-45-43010	STORMWATER FEES	0	0	0	0	0.0	0	625,000
20-4285-45-43025	LATE FEES STORMWATER	0	0	0	0	0.0	0	18,730
TOTAL STORMWATER C	HARGES	0	0	0	0	-	0	643,730
TOTAL REVEN	UES	6,817,056	8,427,413	7,564,758	3,924,831	51.88	3,639,927	8,337,920

20 -UTILITY FUND							Proposed	Annual Budget
EXPENDITURES					E0 00 % OF 1	VEAR COME	I CTC	FY 2024-25
		FY 2021-22	FY 2022-23	FY 2023-24	<b>50.00 % OF '</b> Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
PUBLIC WORKS EXPEND	ITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET		BUDGET	BALANCE	2024-25 BUDGET
		-						
PERSONNEL								
20-5200-50-50010	SALARIES	389,636	388,899	475,806	217,418	45.69	258,388	641,236
20-5200-50-50050	OVERTIME	0	0	743	8,889	1,195.92	(8,146)	2,517
20-5200-50-50075	LONGEVITY	4,600	2,600	3,100	1,800	58.06	1,300	4,300
20-5200-50-50200	EMPLOYER PAID TAXES	30,138	28,293	36,693	17,180	46.82	19,513	49,570
20-5200-50-50255	WORKERS' COMPENSATION	292	333	400	1,232	308.00	(832)	26,076
20-5200-50-50325	HEALTH INSURANCE	21,496	26,390	56,074	19,644	35.03	36,430	66,779
20-5200-50-50326	TEAM BUILDING	0	0	2,000	340	16.98	1,660	2,500
20-5200-50-50335	HEALTH ASSISTANCE	0	0	0	0	-	0	
20-5200-50-50410	EMPLOYER RETIREMENT CO	33,945	32,876	39,079	18,800	48.11	20,279	50,43!
20-5200-50-50520	EMPLOYEE EDUCATION	540	4,212	5,000	500	10.00	4,500	
20-5200-50-50650	VEHICLE ALLOWANCE	4,800	0	0	0	-	0	(
20-5200-50-50700	REIMBURSABLE UNEMPLOYMEN	0	0	500	0	-	500	500
TOTAL PERSONNEL		485,446	483,604	619,396	285,803	46.14	333,592	843,918
<b>OPERATING</b>								
20-5200-51-51010	ADVERTISING/POSTING/NOTIFIC	419	3,970	1,100	889	80.85	211	1,500
20-5200-51-51011	PRE-EMPLOYMENT SCREENING	2	0	65	0	-	65	65
20-5200-51-51012	SAFETY & ACCESSORIES	1,927	2,263	2,000	1,782	89.10	218	2,500
20-5200-51-51040	BAD DEBTS	0	0	0	0	-	0	
20-5200-51-51480	MEETING EXPENSES	0	55	500	0	-	500	1,500
20-5200-51-51485	MISCELLANEOUS	1,809	2,167	2,000	1,401	70.05	599	2,000
20-5200-51-51610	PERMITS & LICENSES	0	156	200		50.00	100	200
20-5200-51-51620	PHYSICALS/DRUG TESTING	0	0	85	0	-	85	8!
20-5200-51-51625	POSTAGE/DELIVERY	72	191	200		20.98	158	200
20-5200-51-51635	PROFESSIONAL & MEMBERS	0	1,010	2,000		-	2,000	2,500
20-5200-51-51743	SUPPLIES-EQUIPMENT	0	0	0		-	0	4,000
20-5200-51-51746	SUPPLIES-OFFICE	4,761	6,706	6,000		90.94	544	7,000
20-5200-51-51780	TRAVEL	-217	882	300		91.43	26	600
20-5200-51-51800	UNIFORMS & ACCESSORIES	495	552	1,500		7.70	1,385	7,700
20-5200-51-51813	UTILITIES-ELECTRIC BLU	0	0	5,489		-	5,489	5,000
20-5200-51-52110	OFFICE EQUIPMENT LEASE	1,678	3,355	8,263		38.70	5,066	8,263
TOTAL OPERATING	232 2	10,946	21,307	29,702	·	44.64	16,444	43,113

TOTAL PUBLIC WORKS EX	TOTAL PUBLIC WORKS EXPENDITURES			731,543	330,389	45.16	401,154	995,876
			,	,	,		, , ,	•
TOTAL DEBT PAYMENTS		0	7,633	9,500	13,259	139.57	(3,759)	27,000
20-5200-55-52310	VEHICLE LEASE EXPENSE	0	7,633	9,500	13,259	139.57	(3,759)	27,000
DEBT PAYMENTS								
TOTAL CONTRACTED SER	VICES	34,064	120,893	31,445	15,093	48.00	16,352	55,345
20-5200-54-51440	LEGAL FEES	658	4,515	600	773	128.89	(173)	1,000
20-5200-54-51165	ENGINEERING/PLANNING SVCS	0	0	3,500	6,063	173.23	(2,563)	27,000
20-5200-54-51001	CONSULTANT FEES - RATE STUDY	33,406	116,378	27,345	8,256	30.19	19,089	27,345
<b>CONTRACTED SERVICES</b>								
TOTAL REPAIRS & MAINT	ENANCE	21,269	13,756	41,500	2,976	7.17	38,524	26,500
20-5200-52-52012	CLEANING & MAINTENANCE	4,798	4,031	6,500	2,079	31.98	4,421	6,500
20-5200-52-52010	<b>BUILDING REPAIRS &amp; MAINT</b>	16,471	9,726	35,000	897	2.56	34,103	20,000
<b>REPAIRS &amp; MAINTENANC</b>	<u>CE</u>		_					

WATER EXPENDITURES		FY 2021-22 ACTUAL	FY 2022-23 ORIG. BUDGET	FY 2023-24	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
		7.0.07.2	00. 20202.			20202.	57.12.11.02	
PERSONNEL								
20-5250-50-50010	SALARIES	153,801	163,591	423,610	79,443	18.75	344,167	413,136
20-5250-50-50050	OVERTIME	17,607	31,844	25,000	18,551	74.20	6,449	16,193
20-5250-50-50075	LONGEVITY PAY	1,000	1,300	1,600	1,200	75.00	400	1,400
20-5250-50-50200	EMPLOYER PAID TAXES	13,096	15,104	27,008	7,540	27.92	19,468	32,951
20-5250-50-50255	WORKERS' COMPENSATION	7,492	8,325	10,070	3,945	39.18	6,125	19,382
20-5250-50-50325	HEALTH INSURANCE	18,900	27,174	74,765	13,176	17.62	61,589	58,431
20-5250-50-50410	EMPLOYER RETIREMENT CO	14,730	16,528	36,111	8,153	22.58	27,958	31,021
20-5250-50-50520	EMPLOYEE EDUCATION	2,049	300	5,000	2,618	52.36	2,382	8,572
20-5250-50-50700	REIMB UNEMPLOYMENT	0	0	0	0	-	0	500
TOTAL PERSONNEL		228,675	264,166	603,164	134,625	22.32	468,539	581,587
<u>OPERATING</u>								
20-5250-51-51011	PRE-EMPLOYMENT SCREENING	2	0	200	0	-	200	200
20-5250-51-51335	INSURANCE-PROPERTY, CA	10,743	19,884	15,844	20,060	126.61	(4,217)	28,200
20-5250-51-51338	INSURANCE LIABILITY	3,293	2,872	4,640	1,802	38.83	2,838	4,640
20-5250-51-51485	MISCELLANEOUS	548	491,516	500	0	-	500	500
20-5250-51-51610	PERMITS & LICENSES	9,707	9,707	11,000	13,001	118.19	(2,001)	13,500
20-5250-51-51620	PHYSICALS/DRUG TESTING	0	0	200	0	-	200	200
20-5250-51-51635	PROFESSIONAL & MEMBERS	0	375	600	150	25.00	450	600
20-5250-51-51740	SUPPLIES - CHEMICALS & MATER	46,286	256,653	95,000	83,819	88.23	11,181	167,638
20-5250-51-51743	SUPPLIES-EQUIPMENT	10,087	38,669	40,000	0	-	40,000	40,000
20-5250-51-51747	METER PURCHASE	110,487	129,449	125,000	535	0.43	124,465	125,000
20-5250-51-51780	TRAVEL	0	227	1,000	2,136	213.57	(1,136)	1,000
20-5250-51-51800	UNIFORMS & ACCESSORIES	2,741	2,330	5,220	2,698	51.69	2,522	8,100
20-5250-51-51809	R.O.W FEES	689	14,388	25,000	1,425	5.70	23,575	25,000
20-5250-51-51810	UTILITIES-ELECTRIC AUS	39,921	34,468	45,000	13,913	30.92	31,087	45,000
20-5250-51-51813	UTILITIES-ELECTRIC BLU	24,149	17,701	23,335	6,783	29.07	16,552	20,000
20-5250-51-52340	FUEL & OIL	13,300	12,046	15,000	10,240	68.27	4,760	20,000
20-5250-51-52440	EQUIPMENT RENTAL	479	0	500	0	-	500	500
20-5250-51-53010	TESTING WATER	4,927	34,001	30,000	3,484	11.61	26,516	30,000
TOTAL OPERATING		277,357	1,064,284	438,039	160,046	36.54	277,993	530,078

REPAIRS & MAINTENANC	<u>CE</u>							
20-5250-52-52010	BUILDING REPAIRS & MAI	1,013	0	15,000	0	-	15,000	20,000
20-5250-52-52320	VEHICLE REPAIRS & MAIN	7,723	10,064	7,500	7,076	94.35	424	10,000
20-5250-52-52430	MACHINERY EQUIPMENT-RE	10,830	2,918	20,000	5,035	25.18	14,965	20,000
20-5250-52-52460	REPAIRS-WELLS,PUMPS,MO	69,472	191,838	60,000	774,388	1,290.65	(714,388)	173,853
TOTAL REPAIRS & MAINTENANCE		89,039	204,819	102,500	786,499	767.32	(683,999)	223,853
<u>WATER</u>								
20-5250-53-53030	WATER FEES-AUSTIN	353	417	500	237	47.42	263	500
20-5250-53-53040	WATER FEES-MANVILLE	495,974	560,859	532,250	215,906	40.56	316,344	532,250
20-5250-53-53050	WATER FEES-BLUEWATER	1,356,462	1,425,248	1,700,000	997,548	58.68	702,452	2,000,000
20-5250-53-53060	WELL ROYALTIES-FOWLER	22,876	17,498	25,000	4,082	16.33	20,918	25,000
20-5250-53-53070	WELL ROYALITIES-LEE	9,048	8,397	10,000	948	9.48	9,052	10,000
TOTAL WATER/WASTEWA	ATER	1,884,712	2,012,419	2,267,750	1,218,721	53.74	1,049,029	2,567,750
<b>CONTRACTED SERVICES</b>								
20-5250-54-51165	ENGINEERING/PLANNING S	9,349	115,048	137,500	40,489	29.45	97,011	100,000
20-5250-54-51440	LEGAL FEES	0	0	0	375	-	(375)	500
20-5250-54-51595	MVBA UTIL COLLECTION	12	0	800	0	-	800	0
TOTAL CONTRACTED SERV	VICES	9,361	115,048	138,300	40,864	29.55	97,436	100,500
<b>DEBT PAYMENTS</b>								
20-5250-55-52310	VEHICLE LEASE EXPENSE	31,265	29,902	57,630	13,259	23.01	44,371	57,630
20-5250-55-52410	MACHINERY EQUIPMENT LE	50,352	31,392	71,679	52,878	73.77	18,801	75,000
TOTAL DEBT PAYMENTS		81,618	61,295	129,308	66,137	51.15	63,172	132,630
CAPITAL OUTLAY < \$5K			_					
20-5250-57-52400	MACHINERY EQUIPMENT-PU	0	3,031	5,000	0	-	5,000	74,425
20-5250-57-52450	TOOLS	1,727	5,674	3,000	473	15.76	2,527	4,000
TOTAL CAPITAL OUTLAY <	< \$5K	1,727	8,705	8,000	473	5.91	7,527	78,425
CAPITAL OUTLAY > \$5K								
20-5250-58-52400	MACHINERY EQUIPMENT-PU	28,009	98,104	49,000	8,700	17.76	40,300	119,200
20-5250-58-58004	WATER TANK PURCHASE	0	233,840	799,058	0	-	799,058	0
TOTAL CAPITAL OUTLAY >	> \$5K	28,009	331,944	848,058	8,700	1.03	839,358	119,200
TOTAL WATER EXPENDIT	URES	2,600,497	4,062,680	4,535,119	2,416,064	53.27	2,119,055	4,334,023

WASTEWATER EXPEND	ITURES	FY 2021-22 ACTUAL	FY 2022-23 ORIG. BUDGET	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
PERSONNEL								
20-5275-50-50010	SALARIES	111,969	108,874	310,841	156,624	50.39	154,217	447,509
20-5275-50-50050	OVERTIME	6,893	40,622	35,747	9,137	25.56	26,610	18,336
20-5275-50-50075	LONGEVITY PAY	1,100	1,300	1,700	1,300	76.47	400	2,600
20-5275-50-50200	EMPLOYER PAID TAXES	8,880	11,570	26,644	12,774	47.94	13,870	35,836
20-5275-50-50255	WORKERS' COMPENSATION	2,992	3,330	3,600	3,026	84.06	574	21,080
20-5275-50-50325	HEALTH INSURANCE	18,936	23,850	56,074	28,924	51.58	27,150	66,779
20-5275-50-50410	EMPLOYER RETIREMENT CO	10,226	12,685	28,377	13,709	48.31	14,667	35,207
20-5275-50-50520	EMPLOYEE EDUCATION	1,269	3,074	5,500	1,109	20.16	4,391	5,500
20-5275-50-50700	REIMB UNEMPLOYMENT	0	0	500	0	-	500	500
TOTAL PERSONNEL		162,265	205,304	468,982	226,602	48.32	242,380	633,347
<b>OPERATING</b>								
20-5275-51-51011	PRE-EMPLOYMENT SCREENING	72	64	100	1	1.00	99	100
20-5275-51-51335	INSURANCE-PROPERTY, CA	15,097	16,911	20,000	12,735	63.67	7,265	20,000
20-5275-51-51338	INSURANCE LIABILITY	2,059	1,867	1,900	1,135	59.74	765	2,000
20-5275-51-51603	PERIODICALS & PUBLICAT	0	0	100	0	-	100	100
20-5275-51-51610	PERMITS & LICENSES	7,593	7,558	7,542	8,069	106.99	(527)	8,100
20-5275-51-51620	PHYSICALS/DRUG TESTING	0	0	120	2	1.67	118	120
20-5275-51-51635	PROFESSIONAL & MEMBERS	0	0	600	150	25.00	450	600
20-5275-51-51740	SUPPLIES CHEMICALS & MATERIA	209,278	117,497	200,000	204,355	102.18	(4,355)	250,000
20-5275-51-51746	SUPPLIES-OFFICE	0	0	0	54	-	(54)	200
20-5275-51-51780	TRAVEL	0	0	500	0	-	500	500
20-5275-51-51800	<b>UNIFORMS &amp; ACCESSORIES</b>	529	959	6,300	944	14.98	5,356	6,300
20-5275-51-51809	R.O.W. FEES	689	0	750	1,425	190.00	(675)	2,000
20-5275-51-51813	UTILITIES-ELECTRIC BLU	244,384	268,327	275,000	143,666	52.24	131,334	275,000
20-5275-51-51815	UTILITIES-ELECTRIC TX	9,444	11,844	15,000	6,804	45.36	8,196	15,000
20-5275-51-52340	FUEL & OIL	6,066	2,261	5,500	3,436	62.47	2,064	5,500
TOTAL OPERATING		495,209	427,288	533,412	382,775	71.76	150,637	585,520
<b>REPAIRS &amp; MAINTENAN</b>	NCE							
20-5275-52-52010	<b>BUILDING REPAIRS &amp; MAI</b>	4,000	9,584	15,000	14,520	96.80	480	20,000
20-5275-52-52320	VEHICLE REPAIRS & MAIN	670	2,717	2,000	3,340	167.02	(1,340)	4,000
20-5275-52-52430	MACHINERY EQUIPMENT-RE	12,869	23,747	25,000	3,439	13.76	21,561	25,000
20-5275-52-52460	REPAIRS-LIFTSTATION,PUMPS,M	25,766	188,744	50,000	172,348	344.70	(122,348)	150,000
TOTAL REPAIRS & MAIN	ITENANCE	43,305	224,792	92,000	193,647	210.49	(101,647)	199,000

WASTEWATER								
20-5275-53-53010	TESTING WASTEWATER	49,947	47,450	65,000	40,349	62.07	24,651	72,000
20-5275-53-53040	WATER FEES-MANVILLE	34,715	24,057	15,500	4,272	27.56	11,228	15,500
20-5275-53-53160	WASTEWATER FEES-AUSTIN	169,141	0	0	0	-	0	0
TOTAL WATER/WASTEWA	ATER	253,803	71,507	80,500	44,621	55.43	35,879	87,500
CONTRACTED SERVICES			_					
20-5275-54-51165	ENGINEERING/PLANNING S	133,893	490,696	604,000	127,385	21.09	476,615	604,000
20-5275-54-51440	LEGAL FEES	0	1,248	1,248	0	-	1,248	1,248
20-5275-54-53150	SLUDGE DISPOSAL	175,607	419,636	230,000	218,908	95.18	11,092	430,000
TOTAL CONTRACTED SERV	/ICES	309,500	911,581	835,248	346,293	41.46	488,955	1,035,248
<b>DEBT PAYMENTS</b>								
20-5275-55-52310	VEHICLE LEASE EXPENSE	0	0	20,000	6,640	33.20	13,360	20,000
TOTAL DEBT PAYMENTS		0	0	20,000	6,640	33.20	13,360	20,000
CAPITAL OUTLAY < \$5K								
20-5275-57-52400	MACHINERY EQUIPMENT-PURCH	0	0	5,000	0	-	5,000	34,452
TOTAL CAPITAL OUTLAY <	\$5K	0	0	5,000	0	-	5,000	34,452
CAPITAL OUTLAY > \$5K								
20-5275-58-52400	MACHINERY EQUIPMENT-PU	0	0	247,955	251,941	101.61	(3,986)	247,955
20-5275-58-52410	CAPITAL OUTLAY	13,081	0	15,000	0	-	15,000	15,000
TOTAL CAPITAL OUTLAY > \$5K		13,081	0	262,955	251,941	95.81	11,014	262,955
TOTAL WASTEWATER EXPENDITURES		1,277,163	1,840,471	2,298,097	1,452,519	63.21	845,578	2,858,022

STORMWATER EXPEND	DITURES	FY 2021-22 ACTUAL	FY 2022-23 ORIG. BUDGET	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	REQUESTED 2024-25 BUDGET
CONTRACTED SERVICES	<u>5</u>							
20-5285-54-51165	CONSULTANT FEES	0	0	0	0	-	0	150,000
TOTAL CONTRACTED SE	RVICES	0	0	0	0	-	0	150,000
TOTAL STORMWATER E	EXPENDITURES	0	0	0	0	-	0	150,000
TOTAL EXPENDITU	IRES	4,429,386	6,550,344	7,564,759	4,198,972	55.51	3,365,787	8,337,920
<b>REVENUES OVER/(UND</b>	ER) EXPENDITURES	2,387,670	1,877,069	0	-274,141		274,141	0



# **DEBT SERVICE FUND**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 

# FY 2024-2025 Proposed Annual Budget

30 -DEBT SERVICE FUND	Proposed	<b>Annual BUDGET</b>
FINANCIAL SUMMARY		FY 2024-25

				50.00 % OF Y	EAR COM	PLETE	
	FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
REVENUE SUMMARY	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
NON-DEPARTMENTAL							
TAXES	2,193,922	4,177,694	4,176,588	4,247,239	101.69	(70,651)	7,585,234.00
OTHER	2,010	13,330	12,109	8,160	67.39	3,948	13,000.00
TRANSFERS	0	0	0	0	=	0	-
TOTAL NON-DEPARTMENTAL	2,195,932	4,191,024	4,188,697	4,255,400	101.59	(66,703)	7,598,234.00
	TOTAL REVENUES 2,195,932	4,191,024	4,188,697	4,255,400	101.59	(66,703)	7,598,234.00

						Proposed	Annual BUDGET FY 2024-25
			50.00 % OF YEAR COMPLETE				
	FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
EXPENDITURE SUMMARY	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
NON-DEPARTMENTAL							
OPERATING	300	300	150	150	100.00	0	150.00
DEBT PAYMENTS	2,816,769	4,177,614	4,177,374	360,560	8.63	3,816,813	7,580,233.69
TRANSFERS	0	0	0	0	-	0	-
TOTAL NON-DEPARTMENTAL	2,817,069	4,177,914	4,177,524	360,710	8.63	3,816,813	7,580,383.69
				•			
TOTAL EXPENDITURES	2,817,069	4,177,914	4,177,524	360,710	8.63	3,816,813	7,580,383.69
REVENUES OVER/(UNDER) EXPENDITURES	(621,137)	13,110	11,173	3,894,689		(3,883,516)	17,850.31

30 -DEBT SERVICE FUND REVENUES							Proposed	Annual BUDGET FY 2024-25
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
NON-DEPARTMENTAL REVENUES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
TAXES								
30-4999-40-40000	ADVALOREM TAXES - CURR	2,159,070	4,175,043	4,176,588	4,227,576	101.22	(50,988)	7,580,234
30-4999-40-40010	ADVALOREM TAXES - DELI	34,852	2,651	0	19,663	-	(19,663)	5,000
TOTAL TAXES		2,193,922	4,177,694	4,176,588	4,247,239	101.69	(70,651)	7,585,234
<u>OTHER</u> 30-4999-48-48000	INTEREST INCOME	2,010	13,330	12,109	8,160	67.39	3,948	13,000
30-4999-48-49000	BOND PROCEEDS	2,010	13,330	12,109	0,100	07.33	3,948	13,000
TOTAL OTHER	BOND FROCEEDS	2,010	13,330	12,109	8,160	67.39	3,948	13,000
<u>TRANSFERS</u>								
30-4999-49-5000	TRANSFER FROM GF	0	0	0	0	-	0	-
30-4999-49-50005	TRANSFER FROM GF	0	0	0	0	-	0	-
30-4999-49-50010	TRANSFER FROM UF	0	0	0	0	-	0	-
30-4999-49-60010	TRANSFER FROM CPF	0	0	0	0	-	0	-
TOTAL TRANSFERS		0	0	0	0	-	0	-
TOTAL NON-DEPARTMENTAL REV	ENUES	2,195,932	4,191,024	4,188,697	4,255,400	101.59	(66,703)	7,598,234
TOTAL REVENU	ES	2,195,932	4,191,024	4,188,697	4,255,400	101.59	(66,703)	7,598,234

30 -DEBT SERVICE FUND EXPENDITURES

Proposed

Annual BUDGET FY 2024-25

EXPENDITORES								F1 2024-23
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
NON-DEPARTMENTAL EXPEN	DITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
OPERATING								
30-5999-51-51050	BANK ADMIN FEES	300	300	150	150	100.00	0	150
TOTAL OPERATING		300	300	150	150	100.00	0	150
DEBT PAYMENTS								
30-5999-55-53000	BOND ADMIN FEES	935	635	635	0	-	635	785
30-5999-55-59030	INTEREST - 2010 GO BONDS	2,411	0	0	0	-	0	
30-5999-55-59031	INTEREST - 2012 GO BONDS	27,158	19,253	11,220	5,610	50.00	5,610	3,188
30-5999-55-59032	INTEREST - 2012 CO BONDS	20,314	17,118	13,944	6,900	49.48	7,044	10,583
30-5999-55-59033	INTEREST - 2015 GO BONDS	67,108	56,934	46,487	23,007	49.49	23,480	35,381
30-5999-55-59034	INTEREST - 2016 CO BONDS	329,531	312,127	294,265	147,133	50.00	147,133	275,945
30-5999-55-59035	INTEREST - 2021 CO BONDS	74,313	105,072	98,472	49,236	50.00	49,236	91,784
30-5999-55-59036	INTEREST - 2022 TAX NOTES	0	266,475	257,351	128,675	50.00	128,675	217,553
30-5999-55-59037	INTEREST - 2023 CO BONDS	0	0	0	0	-	0	1,812,250
30-5999-55-59038	INTEREST - 2024 CO BONDS	0	0	0	0	-	0	992,767
30-5999-55-59530	PRINCIPAL -2010 GO BOND	255,000	0	0	0	-	0	
30-5999-55-59531	PRINCIPAL -2012 GO BOND	310,000	315,000	315,000	0	-	315,000	60,000
30-5999-55-59532	PRINCIPAL -2012 CO BOND	130,000	130,000	135,000	0	-	135,000	140,000
30-5999-55-59533	PRINCIPAL -2015 GO BOND	450,000	465,000	485,000	0	-	485,000	500,000
30-5999-55-59534	PRINCIPAL -2016 CO BOND	760,000	780,000	800,000	0	-	800,000	1,170,000
30-5999-55-59535	PRINCIPAL -2021 CO BOND	390,000	375,000	380,000	0	-	380,000	390,000
30-5999-55-59536	PRINCIPAL -2022 TAX NOTES	0	1,335,000	1,340,000	0	-	1,340,000	1,380,000
30-5999-55-59537	PRINCIPAL - 2023 CO BOND	0	0	0	0	-	0	500,000
30-5999-55-59538	PRINCIPAL - 2024 GO BOND	0	0	0	0	-	0	
TOTAL DEBT PAYMENTS		2,816,769	4,177,614	4,177,374	360,560	8.63	3,816,813	7,580,234
TRANSFERS								
30-5999-59-60000	2010 GO BOND ISSUE COS	0	0	0	0	-	0	
30-5999-60-15000	TRANSFER TO UF	0	0	0	0	-	0	
TOTAL TRANSFERS		0	0	0	0	-	0	
TOTAL NON-DEPARTMENTAL	EXPENDITURES	2,817,069	4,177,914	4,177,524	360,710	8.63	3,816,813	7,580,384
TOTAL EXPENDI	TURES	2,817,069	4,177,914	4,177,524	360,710	8.63	3,816,813	7,580,384
REVENUES OVER/(UNDER) EX	PENDITURES	(621,137)	13,110	11.173	3,894,689		(3,883,516)	17,850
ILLULIA COLIN (CHOLIN) LA	LIDITORES	(021,137)	13,110	11,1/3	3,034,083		(3,003,310)	17,030



# **CAPITAL PROJECT FUND**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 

#### Item 2.

## FY 2024-2025 Proposed Approved Annual Budget

40 -CAPITAL PROJECTS FUND FINANCIAL SUMMARY							Proposed	Annual BUDGET FY 2024-25
					50.00 % OF	YEAR COM	PLETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
REVENUE SUMMARY		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
NON-DEPARTMENTAL								
OTHER		29,882	477,004	346,068	620,789	179.38	(274,721)	1,200,000
TOTAL NON-DEPARTMENTAL		29,882	477,004	346,068	620,789	179.38	(274,721)	1,200,000
ТО	TAL REVENUES	29,882	477,004	346,068	620,789	179.38	(274,721)	1,200,000
							Proposed	Annual BUDGET FY 2024-25
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAI	% OF	·	FY 2024-25
EXPENDITURE SUMMARY		FY 2021-22 ACTUAL	FY 2022-23 ORIG. BUDGET	FY 2023-24 CURR. BUDGET	Y-T-D ACTUAL AS OF 03/31/2024	% OF BUDGET	Proposed  BUDGET BALANCE	
EXPENDITURE SUMMARY  BOND PROJECTS							BUDGET	FY 2024-25 REQUESTED
							BUDGET	FY 2024-25  REQUESTED 2024-25 BUDGET
BOND PROJECTS		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BUDGET BALANCE	FY 2024-25  REQUESTED 2024-25 BUDGET  19,674,333
BOND PROJECTS  CAPITAL OUTLAY > \$5K  TOTAL BOND PROJECTS	EXPENDITURES	ACTUAL 278,441	ORIG. BUDGET 1,356,119	CURR. BUDGET 663,023	AS OF 03/31/2024 27,782,056	4,190.21	BUDGET BALANCE (27,119,033)	FY 2024-25  REQUESTED 2024-25 BUDGET  19,674,333 19,674,333

REVENUES	CTS FUND				E0 00 % O	OF YEAR COM	Proposed	Annual BUDGET FY 2024-25
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
NON-DEPARTMENTA	L REVENUES	ACTUAL	ORIG. BUDGET		AS OF 03/31/2024		BALANCE	2024-25 BUDGET
OTHER								
40-4999-48-48000	INTEREST INCOME	29,882	477,004	346,068	620,789	179.38	(274,721)	1,200,000
TOTAL OTHER		29,882	477,004	346,068	620,789	179.38	(274,721)	
TOTAL NON-DEPART	MENTAL REVENUES	29,882	477,004	346,068	620,789	179.38	(274,721)	1,200,000
TOTAL REVENUE	ES .	29,882	477,004	346,068	620,789	179.38	(274,721)	1,200,000
40 -CAPITAL PROJECT	CTS FUND				<b></b>		Proposed	Annual BUDGET FY 2024-25
					50.00 % O	E VEAR CON	ADLETE	
						I ILAN CON	VIPLETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
IMPACT FEE PROJECT	S EXPENDITURES	_	FY 2022-23 ORIG. BUDGET		Y-T-D ACTUAL AS OF 03/31/2024	% OF		REQUESTED 2024-25 BUDGET
		_				% OF	BUDGET	
CAPITAL OUTLAY > \$9 40-5997-58-58006		_				% OF	BUDGET	2024-25 BUDGET
CAPITAL OUTLAY > \$5	<u>5K</u>	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	% OF BUDGET	BUDGET BALANCE	2024-25 BUDGET
CAPITAL OUTLAY > \$9 40-5997-58-58006	5K 2021 CO BOND EXPENSES	ACTUAL	ORIG. BUDGET 787,108	280,686	AS OF 03/31/2024 364,932	% OF BUDGET	BUDGET BALANCE (84,246)	3,269,258 8,288,485
CAPITAL OUTLAY > \$! 40-5997-58-58006 40-5997-58-58007	5K 2021 CO BOND EXPENSES 2022 TAX NOTE BOND EXP	278,441	787,108 569,011	280,686 382,337	AS OF 03/31/2024 364,932 208,772	% OF BUDGET 130.01 54.60	BUDGET BALANCE (84,246) 173,565	3,269,258 8,288,485 7,116,590
CAPITAL OUTLAY > \$! 40-5997-58-58006 40-5997-58-58007 40-5997-58-58008	2021 CO BOND EXPENSES 2022 TAX NOTE BOND EXP 2023 CO BOND EXPENSES 2024 CO BOND EXPENSES	278,441 0	787,108 569,011 0	280,686 382,337 0	364,932 208,772 16,061,277	% OF BUDGET 130.01 54.60	BUDGET BALANCE (84,246) 173,565 (16,061,277)	3,269,258 8,288,485 7,116,590 1,000,000
CAPITAL OUTLAY > \$! 40-5997-58-58006 40-5997-58-58007 40-5997-58-58008 40-5997-58-58009	2021 CO BOND EXPENSES 2022 TAX NOTE BOND EXP 2023 CO BOND EXPENSES 2024 CO BOND EXPENSES AY > \$5K	278,441 0 0	787,108 569,011 0	280,686 382,337 0	364,932 208,772 16,061,277 11,147,075	% OF BUDGET 130.01 54.60	BUDGET BALANCE (84,246) 173,565 (16,061,277) (11,147,075)	3,269,258 8,288,485 7,116,590 1,000,000 19,674,333
CAPITAL OUTLAY > \$! 40-5997-58-58006 40-5997-58-58007 40-5997-58-58008 40-5997-58-58009 TOTAL CAPITAL OUTL	2021 CO BOND EXPENSES 2022 TAX NOTE BOND EXP 2023 CO BOND EXPENSES 2024 CO BOND EXPENSES AY > \$5K	278,441 0 0 278,441	787,108 569,011 0 0 1,356,119	280,686 382,337 0 0 663,023	364,932 208,772 16,061,277 11,147,075 27,782,056	% OF BUDGET 130.01 54.60 - - 4,190.21	BUDGET BALANCE (84,246) 173,565 (16,061,277) (11,147,075) (27,119,033)	3,269,258 8,288,485 7,116,590 1,000,000 19,674,333



# **SPECIAL REVENUE FUND**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 

# FY 2024-2025 Proposed Annual Budget

60 -SPECIAL REVENUE FUN FINANCIAL SUMMARY	ID						Proposed	Annual BUDGET FY 2024-25
					50.00 % OF Y	ZEAD COM	DI ETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
REVENUE SUMMARY		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
REVEROE SOMMARY		ACTUAL	ONIG. BODGET	CONN. BODGET	A3 01 03/31/2024	DODGLI	DALANCE	2024-23 DODGL1
ADMINISTRATION								
TAXES		81,215	225,987	212,652	55,616	26.2	157,036	268,104
OTHER		0	858	15,452	31,823	205.9	(16,371)	114,000
TOTAL ADMINISTRATION		81,215	226,844	228,104	87,439	38.3	140,665	382,104
					-			
	TOTAL REVENUES	81,215	226,844	228,104	87,439	38.3	140,665	382,104
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
EXPENDITURE SUMMARY		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
<u>ADMINISTRATION</u>								
OPERATING		120,545	66,657	100,000	88,996	89.0	11,004	141,050
TOTAL ADMINISTRATION		120,545	66,657	100,000	88,996	89.0	11,004	141,050
TO <sup>*</sup>	TAL EXPENDITURES	120,545	66,657	100,000	88,996	89.0	11,004	141,050
TO REVENUES OVER/(UNDER)		120,545	66,657	100,000	88,996	89.0	11,004	141,050

## FY 2024-2025 Proposed Annual Budget

60 -SPECIAL REVENUE FUND REVENUES							Proposed	Annual BUDGET FY 2024-25
					50.00 % OF Y	EAR COMP	LETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
ADMINISTRATION REVENUE	S	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
<u>TAXES</u>								
60-4100-40-40020	MANOR HEIGHTS TIRZ TAX	0	128,104	128,104	0	-	128,104	128,104
60-4100-40-40030	HOTEL OCCUPANCY TAXES	76,458	71,069	65,110	38,139	58.58	26,971	120,000
60-4100-40-40031	LATE PENALTIES	0	5	0	0	-	0	0
60-4100-40-48000	HOT INTEREST INCOME	4,757	26,809	19,438	17,477	89.91	1,961	20,000
TOTAL TAXES		81,215	225,987	212,652	55,616	26.15	157,036	268,104
<u>OTHER</u>								
60-4100-48-48001	INTEREST INCOME - MH/TIRZ	0	858	15,427	2,139	13.86	13,288	4,000
60-4100-48-48002	INTEREST INCOME - RH	0	0	25	392	1,569.24	(367)	10,000
60-4100-48-48003	INTEREST INCOME - LAGOS	0	0	0	29,292	-	(29,292)	50,000
60-4100-48-48004	INTEREST INCOME - ENTRADA	0	0	0	0	-	0	50,000
TOTAL OTHER		0	858	15,452	31,823	205.95	(16,371)	114,000
TOTAL ADMINISTRATION RE	VENUES	81,215	226,844	228,104	87,439	38.33	140,665	382,104
TOTAL REVENUE	S	81,215	226,844	228,104	87,439	38.33	140,665	382,104

							Proposed	
								FY 2024-25
					50.00 % OF Y	EAR COMP	LETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
ADMINISTRATION EXPEN	IDITURES	ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
<u>OPERATING</u>								
60-5100-51-51000	HOTEL OCCUPANCY EXPENDITURES	62,756	66,626	100,000	0	-	100,000	50,000
60-5100-51-51001	SESQUICENTENNIAL EXP	57,789	0	0	0	-	0	0
60-5100-51-51020	MANOR HEIGHTS/TIRZ EXPENDITURES	0	31	0	911	-	(911)	1,000
60-5100-51-51030	ROSE HILL PID EXPENDITURES	0	0	0	24,866	-	(24,866)	30,000
60-5100-51-51040	LAGOS PID EXPENDITURES	0	0	0	63,213	-	(63,213)	30,000
60-5100-51-51050	ENTRADA GLEN EXPENDITURES	0	0	0	0	-	0	30,000
60-5100-51-51485	MISCELLANEOUS	0	0	0	6	-	(6)	50
TOTAL OPERATING		120,545	66,657	100,000	88,996	89.00	11,004	141,050
TOTAL ADMINISTRATION	I EXPENDITURES	120,545	66,657	100,000	88,996	89.00	11,004	141,050
TOTAL EXPENDIT	URES	120,545	66,657	100,000	88,996	89.00	11,004	141,050
REVENUES OVER/(UNDE	R) EXPENDITURES	(39,330)	160,187	128,104	(1,557)		129,661	241,054



## **CAPITAL IMPACT FEES FUND**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 

# FY 2024-2025 Proposed Annual Budget

# 70 -CAPITAL IMPACT FEES FUND FINANCIAL SUMMARY

Annual BUDGET FY 2024-25

					50.00 % OF	YEAR COMP	LETE	
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
REVENUE SUMMARY		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
WATER								
OTHER		1,065,066	655,710	656,444	620,744	94.56	35,700	844,358
TOTAL WATER OTHER		1,065,066	655,710	656,444	620,744	94.56	35,700	844,358
<b>WASTEWATER</b>								
OTHER		4,703,534	2,013,103	1,682,352	2,478,503	147.32	(796,151)	2,030,000
TOTAL WASTEWATER OTHE	:R	4,703,534	2,013,103	1,682,352	2,478,503	147.32	(796,151)	2,030,000
	TOTAL REVENUES	5,768,600	2,668,814	2,338,796	3,099,247	132.51	(760,451)	2,874,358
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
<b>EXPENDITURE SUMMARY</b>		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
<u>WATER</u>								
REPAIRS & MAINTENANCE		4,454	261,769	454,544	0	-	454,544	454,544
CONTRACTED SERVICES		4,454	0	6,500	124,299	1,912.28	(117,799)	6,500
TOTAL WATER		4,454	261,769	461,044	124,299	26.96	336,746	461,044
<u>WASTEWATER</u>								
REPAIRS & MAINTENANCE		5,699,357	1,918,711	1,852,752	2,378,875	128.40	(526,123)	1,700,000
CONTRACTED SERVICES		21,183	0	25,000	0	-	25,000	25,000
TOTAL WASTEWATER		5,720,540	1,918,711	1,877,752	2,378,875	126.69	(501,123)	1,725,000
	TOTAL EXPENDITURES	5,724,994	2,180,480	2,338,796	2,503,174	107.03	(164,378)	2,186,044
	TOTAL EXPENDITURES	5,724,994		2,338,796	2,503,174	107.03	(164,378)	2,186,044

70 -CAPITAL IMPACT FEES FUND							Dramanad	Annual BUDGET
REVENUES							Proposed	FY 2024-25
REVERGES					50.00 % OF	YEAR COMP	LETE	11202423
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
WATER REVENUES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
								_
OTHER							(0)	
70-4250-48-43090	CIF WATER	845,134	436,625	490,506	497,078	101.34	(6,572)	650,000
70-4250-48-43091	DR HORTONMH WATER FEE	216,630	186,970	144,358	62,958	43.61	81,400	144,358
70-4250-48-48000	INTEREST INCOME - WATER	3,302	32,116	21,580	60,708	281.32	(39,128)	50,000
TOTAL OTHER		1,065,066	655,710	656,444	620,744	94.56	35,700	844,358
TOTAL WATER REVENUE	S	1,065,066	655,710	656,444	620,744	94.56	35,700	844,358
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
WASTEWATER REVENUES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
OTHER								
70-4275-48-43190	CIF WASTEWATER	1,967,532	1,025,842	964,000	2,008,354	208.34	(1,044,354)	1,200,000
70-4275-48-43191	DDR HORTON MH WW FEES	1,198,142	969,258	717,852	390,879	54.45	326,973	750,000
70-4275-48-43192	KB HOMES OFFSITE WW	1,537,860	0	0	0	-	0	0
70-4275-48-48000	INTEREST INCOME - WASTEWATER	0	18,003	500	79,270	15,853.95	(78,770)	80,000
TOTAL OTHER		4,703,534	2,013,103	1,682,352	2,478,503	147.32	(796,151)	2,030,000
		, , -	, , ,	, , , , ,	, ,		, , - ,	, , ,
	C	4,703,534	2,013,103	1,682,352	2,478,503	147.32	(796,151)	2 020 000
TOTAL WASTEWATER REVENUE	3	7,703,337	2,013,103	1,002,332	2,470,303	147.52	(750,151)	2,030,000
TOTAL WASTEWATER REVENUE		5,768,600	2,668,814	2,338,796	3,099,247	132.51	(760,451)	, .

70 -CAPITAL IMPACT FEES FUND							Proposed	Annual BUDGET
EXPENDITURES								FY 2024-25
					50.00 % OF			
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
WATER EXPENDITURES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
REPAIRS & MAINTENANCE					l			
70-5250-52-53001	WATER IMPROVEMENTS	832,975	79,970	254,544	19,359	7.61	235,185	254,544
70-5250-52-53002	DR HORTON MH 50% REPMNT	122,603	181,799	200,000	104,940	52.47	95,061	200,000
TOTAL REPAIRS & MAINTENANCE		955,577	261,769	454,544	124,299	27.35	330,246	454,544
CONTRACTED SERVICES					_			
70-5250-54-51165	IMPACT FEE STUDY - WAT	4,454	0	6,500	0	-	6,500	6,500
TOTAL CONTRACTED SERVICES		4,454	0	6,500	0	-	6,500	6,500
TOTAL WATER EXPENDITURES		960,031	261,769	461,044	124,299	26.96	336,746	461,044
		FY 2021-22	FY 2022-23	FY 2023-24	Y-T-D ACTUAL	% OF	BUDGET	REQUESTED
WASTEWATER EXPENDITURES		ACTUAL	ORIG. BUDGET	CURR. BUDGET	AS OF 03/31/2024	BUDGET	BALANCE	2024-25 BUDGET
REPAIRS & MAINTENANCE		5 05 6 000	045.050	750 000	4 770 406	225.42	(4.000.405)	4 000 000
70-5275-52-53001	WASTEWATER IMPROVEMENTS	5,056,822	815,959	750,000	1,773,196		(1,023,196)	1,000,000
70-5275-52-53002	DR HORTON MH 100% REPMNT	642,535	1,102,752	1,102,752	605,679	54.92	497,073	700,000
TOTAL REPAIRS & MAINTENANCE		5,699,357	1,918,711	1,852,752	2,378,875	128.40	(526,123)	1,700,000
CONTRACTED SERVICES					_			
70-5275-54-51165	IMPACT FEE STUDY - WW	21,183	0	25,000	0	-	25,000	25,000
TOTAL CONTRACTED SERVICES		21,183	0	25,000	0	-	25,000	25,000
							(504 400)	
TOTAL WASTEWATER EXPENDITU	JKES	5,720,540	1,918,711	1,877,752	2,378,875	126.69	(501,123)	1,725,000
TOTAL EXPENDITURES	S	6,680,572	2,180,480	2,338,796	2,503,174	107.03	(164,378)	2,186,044
<b>REVENUES OVER/(UNDER) EXPEN</b>			488,334					



# **EXHIBITS**

**PROPOSED BUDGET** 

**FISCAL YEAR 2024-2025** 



# Proposed Annual Budget Fiscal Year 2024-25

Original Budget Adopted:	
0 " 1	
Ordinance Number:	

	FY 2022-2023			FY 2023-2024				POSED FY 2024-202	25
ACTUAL REVENUES	ACTUAL EXPENSES	NET	BUDGETED REVENUES	BUDGETED EXPENSES	NET		BUDGET REVENUES	BUDGET EXPENSES	NET
						GENERAL FUND			
-	-	-	-	-	-	COUNCIL	-	613,938	(613,938)
14,185,236	2,491,121	11,694,115	15,207,946	2,027,282	13,180,664	ADMINISTRATION	17,171,300	1,772,893	15,398,407
-	929,272	(929,272)	0	1,085,379	(1,085,379)	FINANCE DEPT.	-	1,170,655	(1,170,655)
2,249,876	4,189,741	(1,939,865)	1,307,474	4,152,409	(2,844,935)	STREET DEPT.	1,949,000	4,252,073	(2,303,073)
2,529,430	1,375,035	1,154,395	2,428,521	1,511,042	917,479	DEVELOPMENT SERVICES	2,345,100	1,642,302	702,798
40,000	705,436	(665,436)	-	1,112,046	(1,112,046)	PARKS	-	1,289,453	(1,289,453)
532,133	480,209	51,924	420,437	599,483	(179,046)	MUNICIPAL COURT	533,200	589,835	(56,635)
159,707	5,648,628	(5,488,921)	118,651	7,068,809	(6,950,158)	POLICE DEPT.	107,000	8,019,262	(7,912,262)
-	839,874	(839,874)	-	996,303	(996,303)	IT DEPT.	-	1,243,258	(1,243,258)
-	210,330	(210,330)	-	666,412	(666,412)	ECONOMIC DEV. SVCS.	-	676,746	(676,746)
-	215,360	(215,360)	-	277,499	(277,499)	COMMUNITY DEV SVCS	8,000	542,180	(534,180)
-	237,689	(237,689)	-	301,471	(301,471)	HUMAN RESOURCES	-	301,005	(301,005)
-	-	-	315,105	-	315,105	TRANSFERS	-	-	-
19,696,382	17,322,697	2,373,685	19,798,134	19,798,134	-	GENERAL FUND TOTALS	22,113,600	22,113,600	-
						UTILITY FUND			
0	647,193	(647,193)	0	731,543	(731,543)	PUBLIC WORKS	0	995,876	(995,876)
4,408,647	4,062,680	345,967	3,527,896	4,535,119	(1,007,223)	WATER	4,159,190	4,334,023	(174,833)
4,018,766	1,840,471	2,178,295	3,059,651	2,298,097	761,554	WASTEWATER	3,535,000	2,858,022	676,978
-			977,211			STORMWATER	643,730	150,000	
-		-	-		-	TRANSFERS	-	-	-
8,427,413	6,550,344	1,877,069	7,564,758	7,564,758	-	UTILITY FUND TOTALS	8,337,920	8,337,920	-
28,123,795	23,873,041	4,250,754	27,362,892	27,362,892	-	TOTAL POOLED FUNDS	30,451,520	30,451,520	-
4,191,024	4,177,914	13,110	4,188,697	4,177,524	11,173	TOTAL DEBT SERVICE	7,598,234	7,580,384	17,850
						RESTRICTED FUNDS			
128.967	31	128,936	143,556	- 1	143,556	OTHER	242,104	91.050	151.054
97,878	66.626	31,252	84,548	100,000	(15,452)	HOTEL OCCUPANCY	140,000	50,000	90,000
655,710	261,769	393,941	656,444	461,044	195,400	CAPT IMPACT-WATER	844,358	461,044	383,314
2,013,103	1,918,711	94,392	1,682,352	1,877,752	(195,400)	CAPT IMPACT-WW	2,030,000	1,725,000	305,000
477,004	1,356,119	(879,115)	346,068	663,023	(316,955)	CAPITAL PROJECTS	1,200,000	19,674,333	(18,474,333)
3,372,662	3,603,256	(230,594)	2,912,968	3,101,819	(188,851)	RESTRICTED FUND TOTALS	4,456,462	22,001,427	(17,544,965)
			<u>-</u>						
35,687,481	31,654,211	4,033,270	34,464,557	34,642,235	(177,678)	GRAND TOTALS	42,506,216	60,033,331	(17,527,115)

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

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

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



# Debt Service Obligations 2024 AV Tax Year

#### **CITY OF MANOR DEBT OBLIGATIONS** Outstanding as of **Amount of Issue** Oct 1, 2024 Purpose 2001,2004 GO, & 2004 CO 2012 Series GO Refunding 3,510,000.00 125,000.00 City Hall, PD Bldg., & PW Bldg. 2012 Certificate of Obligation 1,835,000.00 425,000.00 2015 Series GO Refunding 2007 GO & 2007 CO 4,750,000.00 1,545,000.00 2016 Series CO Bond W/WW Expansion & Streets 18,000,000.00 12,050,000.00 2021 CO Bond W/WW Expansion 6,360,000.00 5,215,000.00 2022 Tax Note W/WW Expansion 10,000,000.00 7,325,000.00 2023 Series Certificate of Obligations W/WW Exp, P&R, Streets 36,245,000.00 36,245,000.00 15,000,000.00 2024 Series Certificate of Obligations Infrastructure, Econ.Dev 15,000,000.00 Totals 95,700,000.00 77,930,000.00

	2023-24	2024-25	Change
Total Taxable Property Value	2,101,439,419	2,256,097,556	154,658,137
Adjusted -Total I&S Fund Pymts (Debt Service)	4,177,524	7,580,234	3,402,710
I&S Rate for Ad Valorem Tax	0.1988	0.33599	0.13720

Previous Tax Year De Minimis Tax Rate 0.6789
Current Tax Year De Minimis Tax Rate 0.8537

#### BUDGET FY 2024-2025

Ī	Fis	cal Year Oct 1, 20	24 to Sept 30, 2	025
	Principal Due	Interest Due	Fees	Total
ľ	60,000.00	3,187.50	150.00	63,337.50
	140,000.00	10,582.50		150,582.50
	500,000.00	35,380.50		535,380.50
	1,170,000.00	275,945.00	635.00	1,446,580.00
	390,000.00	91,784.00		481,784.00
	1,380,000.00	21 <i>7,</i> 552.50		1,597,552.50
	500,000.00	1,812,250.00		2,312,250.00
		992,766.69		992,766.69
•	4,140,000.00	3,439,448.69	785.00	7,580,233.69

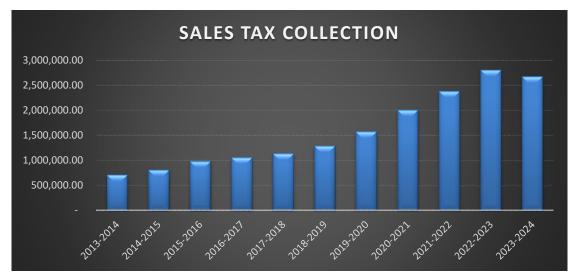
LESS YEAR END BALANCE FORWARD: 0.00

ADJUSTED FY 24-25 DEBT SERVICE = 7,580,233.69



# CITY OF MANOR, TEXAS SALES TAX COLLECTION

MONTH	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
OCTOBER	38,158.42	50,826.45	59,106.57	77,610.62	78,922.90	85,635.16	104,974.43	125,287.67	168,991.65	233,083.02	229,427.72
NOVEMBER	66,112.75	74,601.37	86,757.45	107,153.54	121,211.04	134,032.33	168,389.87	180,749.02	230,535.22	246,801.16	291,723.42
DECEMBER	45,780.00	54,657.19	61,497.73	75,889.63	74,524.93	92,065.56	129,343.45	135,150.83	180,169.06	215,096.18	234,020.67
JANUARY	37,090.97	51,893.12	66,159.11	79,356.52	74,043.24	97,291.36	107,442.85	136,037.45	162,109.77	204,671.68	214,428.47
FEBRUARY	69,479.81	87,247.63	100,062.86	123,840.63	119,952.05	125,880.97	180,654.14	206,067.64	242,001.95	277,846.74	302,279.21
MARCH	36,578.64	51,547.97	67,515.98	70,697.39	77,308.15	80,858.82	100,248.30	126,256.16	155,816.34	203,717.25	187,067.73
APRIL	52,802.71	62,405.67	69,426.22	77,547.91	72,412.04	84,775.72	103,086.20	128,067.51	142,233.99	196,960.34	196,462.68
MAY	79,826.51	87,340.46	99,207.74	107,093.55	119,886.82	140,262.19	154,261.48	214,025.27	236,012.90	257,267.97	289,324.80
JUNE	51,746.26	66,977.60	78,229.01	75,354.18	95,287.39	105,071.11	114,010.89	171,234.02	179,888.02	194,979.38	223,407.96
JULY	77,803.71	59,213.17	78,192.50	74,361.13	88,052.67	100,514.69	122,454.71	161,382.19	225,308.00	216,659.77	226,334.42
AUGUST	86,030.90	89,920.54	106,542.72	107,873.23	122,309.48	138,889.92	178,318.95	219,156.68	244,911.27	298,817.15	279,402.76
SEPTEMBER	69,027.15	69,542.85	105,728.73	79,805.86	91,941.82	105,029.10	108,768.28	198,386.09	213,600.89	262,439.17	
TOTALS	710,437.83	806,174.02	978,426.62	1,056,584.19	1,135,852.53	1,290,306.93	1,571,953.55	2,001,800.53	2,381,579.06	2,808,339.81	2,673,879.84

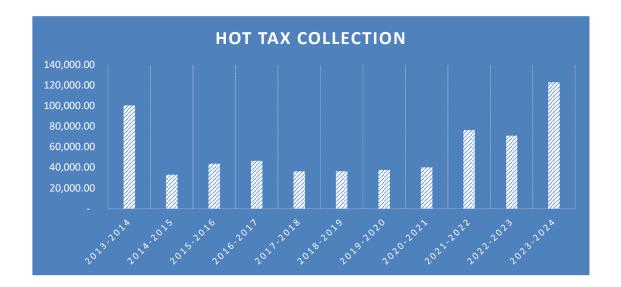


NOTE: SALES TAX IS RECEIVED TWO MONTHS AFTER COLLECTION FOR EXAMPLE: OCTOBER SALES TAX IS RECEIVED IN DECEMBER



# CITY OF MANOR, TEXAS HOT TAX COLLECTION

YEAR	
2013-2014	100,445.16
2014-2015	33,050.47
2015-2016	43,752.28
2016-2017	46,553.66
2017-2018	36,270.56
2018-2019	36,511.47
2019-2020	37,693.67
2020-2021	40,238.38
2021-2022	76,458.38
2022-2023	71,068.77
2023-2024	122,952.55
TOTAL	644,995.35



#### Item 2.

#### TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY

SECRETARY/TREASURER



BOARD MEMBERS
TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
JETT HANNA
VIVEK KULKARNI
DICK LAVINE
JIE LI
ELIZABETH MONTOYA
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

July 19, 2024

#### **CITY OF MANOR**

THE HONORABLE DR. CHRISTOPHER HARVEY, MAYOR PO BOX 387
MANOR, TX 78653

In accordance with Tax Code Section 26.01(a-1) enclosed is the **2024 Certified Net Taxable Value** for your taxing unit. The values in the Certified Estimate shall be used to calculate the no-new-revenue tax rate and the voter-approval tax rate, per Tax Code Section 26.04(c-2). The value remaining under protest is reported, pursuant to Tax Code Section 26.01(c), as the owner's opinion of value or the preceding year's value, whichever is lower. Therefore, it is a conservative estimate.

The information page included with your Certified Value is based on the last available worksheet (Tax Year 2024). It provides the information to assist you in completing the Truth in Taxation calculations and postings. Line 16 of the TNT worksheet 50-856, which covers taxes refunded for years preceding the prior tax year, has been provided for entities with a collection agreement with the Travis County Tax Office.

The calculated tax rates and hearing date information should be posted to the taxing unit portal maintained by the appraisal district, as required in Tax Code Section 26.17(e). For taxing units required to comply with Tax Code Section 26.04(e), the 26.17(e) postings should be completed by August 7, 2024. Please feel free to contact me if you have any questions or need additional information.

Approved Freeze Adjusted Taxable	\$2,265,459,419
Certification Percentage	93.66%
Section 26.01(c) Value Under Protest	\$136,814,892
Net Taxable Value	\$2,402,274,311

Sincerely,

Leana Mann, RPA, CCA, CGFO

Chief Appraiser

Lmann@tcadcentral.org

Luana H. Mann

(512) 834-9317 Ext. 405

### 2024 Tax Rate Calculation Worksheet Taxing Units Other Than School Districts or Water Districts

#### CITY OF MANOR

5122725555

Taxing Unit Name

Phone (area code and number)

#### 105 E Eggleston St/ PO Box 387 Manor TX 78653

www.manortx.gov Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements or Comptroller Form 50-884 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

#### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>	ş <u>2,082,482,309</u>
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	ş <u>0</u>
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$2,082,482,309
4.	Prior year total adopted tax rate.	\$0.6789
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.  A. Original prior year ARB values:	
	C. Prior year value loss. Subtract B from A. <sup>3</sup>	<sub>\$</sub> 7,159,181
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.  A. Prior year ARB certified value:	
	C. Prior year undisputed value. Subtract B from A. 4	<sub>\$</sub> 75,211,204
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	<sub>\$</sub> 82,370,385

<sup>&</sup>lt;sup>1</sup> Tex. Tax Code §26.012(14)

<sup>&</sup>lt;sup>2</sup> Tex. Tax Code §26.012(14)

<sup>&</sup>lt;sup>3</sup> Tex. Tax Code §26.012(13)

<sup>&</sup>lt;sup>4</sup> Tex. Tax Code §26.012(13)

<sup>&</sup>lt;sup>5</sup> Tex. Tax Code §26.012(15)

<sup>&</sup>lt;sup>6</sup> Tex. Tax Code §26.012(15)

<sup>&</sup>lt;sup>7</sup> Tex. Tax Code §26.012(15)

Tex. Tax Code §26.03(c)

<sup>9</sup> Tex. Tax Code §26.012(13)

<sup>10</sup> Tex. Tax Code §26.012(13)

<sup>11</sup> Tex. Tax Code §26,012, 26,04(c-2)

2024	4 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts	For <u>m 50-856</u>
Line	No-New-Revenue Tax Rate Worksheet	Amount/
19.	Total value of properties under protest or not included on certified appraisal roll. 13	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. 14. \$136,814,892	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. 15	
	C. Total value under protest or not certified. Add A and B.	\$ 136,814,892
20.	<b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. 16	\$ <u>0</u>
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. 17	<sub>\$</sub> 2,256,097,556
22.	<b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup>	ş <u>0</u>
23.	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include	214 746 445
	property on which a tax abatement agreement has expired for the current year. 19	\$\frac{214,746,445}{\square 214,746,445}
24.	<b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.	\$214,746,445
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$ 2,041,351,111
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. 20	§ 0.6677 /\$100

#### SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. 21

- Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate: The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ <u>0.4802</u> /\$100
29.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,164,852,694

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)

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\_/\$100

<sup>14</sup> Tex. Tax Code §26.01(c)

<sup>15</sup> Tex. Tax Code §26.01(d)

<sup>16</sup> Tex. Tax Code §26.012(6)(B)

<sup>&</sup>lt;sup>17</sup> Tex. Tax Code §26.012(6)

<sup>18</sup> Tex. Tax Code §26.012(17)

<sup>19</sup> Tex. Tax Code §26.012(17)

<sup>20</sup> Tex. Tax Code §26.04(c)

Line		Voter-Approval Tax Rate Worksheet		Amount/	nem 2.
30.	Total p	rior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100		\$ 10,395,6	22.64
31.	Adjust	ed prior year levy for calculating NNR M&O rate.			
	A.	<b>M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding the prior tax year	+ \$		
	В.	<b>Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0.	-\$307,728.32		
	C.	Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	<sub>/-\$</sub> 0		
	D.	<b>Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	\$ (274,794.66)		
	E.	Add Line 30 to 31D.		\$ 10,120,8	27.97
32.	Adjust	ed current year taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.		\$ 2,041,35	1,111
33.	Curren	t year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.		<sub>\$</sub> 0.4957	/\$100
34.	Rate a	djustment for state criminal justice mandate. <sup>23</sup>			
	A.	<b>Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$ <u>0</u>		
	В.	<b>Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	_\$0		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		\$ 0.0000	/\$100
35.	Rate a	djustment for indigent health care expenditures. <sup>24</sup>			
	A.	Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for \$	the same purpose.		
	В.	<b>Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose	_\$0		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		0.0000 ء	/\$100

<sup>&</sup>lt;sup>22</sup> [Reserved for expansion] <sup>23</sup> Tex. Tax Code §26.044 <sup>24</sup> Tex. Tax Code §26.0441

ś 0

Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.

Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.

Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.

/\$100

<sup>25</sup> Tex. Tax Code §26.0442

<sup>&</sup>lt;sup>26</sup> Tex. Tax Code §26.0443

Item 2 **Voter-Approval Tax Rate Worksheet** Line Amount D41. Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41). ر 0.5130 /\$100 42. Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. 28 57,580,233.69 Enter debt amount ..... -50.00 $_{-\, s}\, 0.00$ D. Subtract amount paid from other resources..... 57,580,233.69 E. Adjusted debt. Subtract B, C and D from A. <sub>s</sub> 0.00 43. Certified prior year excess debt collections. Enter the amount certified by the collector. 29 57,580,233.69 44. Adjusted current year debt. Subtract Line 43 from Line 42E. Current year anticipated collection rate. 45. 100.00 Enter the current year anticipated collection rate certified by the collector. 30..... % 99.00 Enter the prior year actual collection rate..... B. % 100.00 Enter the 2022 actual collection rate. C. % 100.00 D. Enter the 2021 actual collection rate. % If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the 100.00 prior three years, enter the rate from A. Note that the rate can be greater than 100%. 31 57,580,233.69 46. Current year debt adjusted for collections. Divide Line 44 by Line 45E. <sub>s</sub>2,256,097,556 47. Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet. ,0.3359 Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100. 48. /\$100 ,0.8489 49. Current year voter-approval tax rate. Add Lines 41 and 48. /\$100 D49. Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the

Add Line D41 and 48.

s 0.0000

taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41.

/\$100

<sup>27</sup> Tex. Tax Code §26.042(a)

<sup>28</sup> Tex. Tax Code §26,012(7)

<sup>&</sup>lt;sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)

<sup>30</sup> Tex. Tax Code §26.04(b)

<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

2024	lax Rate Calculation worksneet – laxing Units Other Linan School Districts or Water Districts	Forn	150-856	
	·		Item 2.	
Line	Voter-Approval Tax Rate Worksheet	Amount/		
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	¸0	/\$100	

#### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage.  Taxing units that adopted the sales tax before November of the prior year, enter 0.	ş <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. 33  Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. 34  - or -  Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	<sub>\$</sub> O
53.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.0000 _/\$100
55.	Current year NNR tax rate, unadjusted for sales tax. <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.	\$0.6677 /\$100
56.	Current year NNR tax rate, adjusted for sales tax.  Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	ş <u>0.6677</u> /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.8489 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>0.8489</u> _/\$100

#### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0.0000
60.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0.0000</u> _/\$100

<sup>32</sup> Tex. Tax Code §26.041(d)

<sup>33</sup> Tex. Tax Code §26.041(i)

<sup>34</sup> Tex. Tax Code §26.041(d)

<sup>35</sup> Tex. Tax Code §26.04(c)

<sup>&</sup>lt;sup>36</sup> Tex. Tax Code §26.04(c)

<sup>37</sup> Tex. Tax Code §26.045(d)

<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/	Item 2.	
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	<sub>\$</sub> 0.8489	/\$100	

#### SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. 39 The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. 40 In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; 41
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); <sup>42</sup> or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. 43

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. 44

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.6711 /\$100
	B. Unused increment rate (Line 66)	\$ <u>0</u>
	C. Subtract B from A	\$ <u>0.6711</u> /\$100
	D. Adopted Tax Rate	\$ <u>0.6789</u> /\$100
	E. Subtract D from C	\$ <u>(0.0078)</u> /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ <u>2,101,409,419</u>
	G. Multiply E by F and divide the results by \$100	\$ <u>0</u>
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.7355 /\$100
	B. Unused increment rate (Line 66)	\$ 0.0000 /\$100
	C. Subtract B from A.	\$ 0.7355 /\$100
	D. Adopted Tax Rate	\$ <u>0.7470</u> /\$100
	E. Subtract D from C	\$ (0.0115) /\$100
	F. 2022 Total Taxable Value (Line 60)	\$ 1,754,276,050
	G. Multiply E by F and divide the results by \$100	\$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.7667 /\$100
	B. Unused increment rate (Line 65)	\$ 0.0054 /\$100
	C. Subtract B from A	\$ <u>0.7613</u> /\$100
	D. Adopted Tax Rate	\$ <u>0.7827</u> /\$100
	E. Subtract D from C	\$ <u>(0.0214)</u> /\$100
	F. 2021 Total Taxable Value (Line 60)	\$ 1,217,505,804
	G. Multiply E by F and divide the results by \$100	\$ 0
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$0.0000 _/\$100
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$0.0000 _/\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ <u>0.8489</u> /\$100

<sup>&</sup>lt;sup>39</sup> Tex. Tax Code §26.013(b)

<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

<sup>&</sup>lt;sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a) <sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)

<sup>43</sup> Tex. Local Gov't Code §120.007(d) 44 Tex. Local Gov't Code §120.007(d)

#### **SECTION 6: De Minimis Rate**

Item 2

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. 44 This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. 45

Line	De Minimis Rate Worksheet	Amount/Rate	
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet.	0.4957	
70.	Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556	
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$0.0221 /\$100	
72.	Current year debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$	
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$	

#### SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.48

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. 49

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2023 adopted tax rate. Enter the rate in Line 4 of the No-New-Revenue Tax Rate Worksheet.	ş <u>O</u> /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.  - or -  If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. Denote the final adjusted 2023 voter-approval tax rate from the worksheet.  - or -  If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0</u>
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. 51	ş <u>0</u> /\$100

<sup>45</sup> Tex. Tax Code §26.04(c)(2)(B)

<sup>&</sup>lt;sup>46</sup> Tex. Tax Code §26.012(8-a)

<sup>&</sup>lt;sup>47</sup> Tex. Tax Code §26.063(a)(1) 48 Tex. Tax Code §26.042(b)

<sup>49</sup> Tex. Tax Code §26.042(f)

<sup>50</sup> Tex. Tax Code §§26.42(c) 51 Tex. Tax Code §§26.42(b)

2024	Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts	Forn	n 50-856			
	·		Item 2.			
Line	Emergency Revenue Rate Worksheet	Amount/				
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	ş <u>0.</u>	/\$100			
SEC	TION 8: Total Tax Rate					
Indica	te the applicable total tax rates as calculated above.					
,	No-new-revenue tax rate.  As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  Indicate the line number used: 0	\$ <u>0.6677</u>	/\$100			
l	Voter-approval tax rate	\$ <u>0.8489</u>	/\$100			
	De minimis rate.  f applicable, enter the current year de minimis rate from Line 73.	ş <u>0.8537</u>	/\$100			
SEC	TION 9: Taxing Unit Representative Name and Signature					
Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. 52						
prii her	Belen Peña Printed Name of Taxing Unit Representative					
sig her	Belen Peña 8/8/202	4				

Taxing Unit Representative

Date

#### ORDINANCE NO.

#### FY 2024-2025 ANNUAL BUDGET ORDINANCE

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING **OCTOBER** 1, 2024, **AND ENDING SEPTEMBER** 30, APPROPRIATING **THE VARIOUS AMOUNTS** THEREOF, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2024-2025, and which said proposed annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

**WHEREAS**, the City Council has received said City Manager's proposed annual budget, a copy of which, along with all supporting schedules, have been filed with the City; and

**WHEREAS**, the City Council conducted a public hearing to discuss the proposed annual budget for FY 2024-2025 on September 4, 2024 and September 18, 2024, as provided by law;

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

Section 1. The proposed annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

<u>Section 2.</u> The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved annual budget document for the fiscal year ending September 30, 2025.

**Section 3.** Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

<u>Section 4.</u> This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

## PASSED, ADOPTED, AND APPROVED on this 18th day of September 2024.

	THE CITY OF MANOR, TEXAS
	Dr. Christopher Harvey,
	Mayor
ATTEST:	
Lluvia T. Almaraz,	
City Secretary	

#### Exhibit "A"

#### FY 2024-2025 ANNUAL BUDGET



# Proposed Annual Budget Fiscal Year 2024-25

Original Budget Adopted:	
Ordinance Number:	

<u> </u>	FY 2022-2023			FY 2023-2024				OSED FY 2024-202	5
ACTUAL REVENUES	ACTUAL Expenses	NET	BUDGETED REVENUES	BUDGETED EXPENSES	NET		BUDGET REVENUES	BUDGET Expenses	NET
						GENERAL FUND			
-	-	-	-	-	-	COUNCIL	-	613,938	(613,938)
14,185,236	2,491,121	11,694,115	15,207,946	2,027,282	13,180,664	ADMINISTRATION	17,171,300	1,772,893	15,398,407
-	929,272	(929,272)	0	1,085,379	(1,085,379)	FINANCE DEPT.	-	1,170,655	(1,170,655)
2,249,876	4,189,741	(1,939,865)	1,307,474	4,152,409	(2,844,935)	STREET DEPT.	1,949,000	4,252,073	(2,303,073)
2,529,430	1,375,035	1,154,395	2,428,521	1,511,042	917,479	DEVELOPMENT SERVICES	2,345,100	1,642,302	702,798
40,000	705,436	(665,436)	-	1,112,046	(1,112,046)	PARKS	-	1,289,453	(1,289,453)
532,133	480,209	51,924	420,437	599,483	(179,046)	MUNICIPAL COURT	533,200	589,835	(56,635)
159,707	5,648,628	(5,488,921)	118,651	7,068,809	(6,950,158)	POLICE DEPT.	107,000	8,019,262	(7,912,262)
-	839,874	(839,874)	-	996,303	(996,303)	IT DEPT.	-	1,243,258	(1,243,258)
-	210,330	(210,330)	-	666,412	(666,412)	ECONOMIC DEV. SVCS.	-	676,746	(676,746)
-	215,360	(215,360)	-	277,499	(277,499)	COMMUNITY DEV SVCS	8,000	542,180	(534,180)
-	237,689	(237,689)	-	301,471	(301,471)	HUMAN RESOURCES	-	301,005	(301,005)
-	-	-	315,105	-	315,105	TRANSFERS	-	-	-
19,696,382	17,322,697	2,373,685	19,798,134	19,798,134	-	GENERAL FUND TOTALS	22,113,600	22,113,600	-
	•					UTILITY FUND			
0	647,193	(647,193)	0	731,543	(731,543)	PUBLIC WORKS	0	995,876	(995,876)
4,408,647	4,062,680	345,967	3,527,896	4,535,119	(1,007,223)	WATER	4,159,190	4,334,023	(174,833)
4,018,766	1,840,471	2,178,295	3,059,651	2,298,097	761,554	WASTEWATER	3,535,000	2,858,022	676,978
-			977,211			STORMWATER	643,730	150,000	
-		-	-		-	TRANSFERS	-	-	-
8,427,413	6,550,344	1,877,069	7,564,758	7,564,758	-	UTILITY FUND TOTALS	8,337,920	8,337,920	-
00 400 705	02 072 044	4.050.754	07 200 000	07 200 000		TOTAL POOLED FUNDS	20 454 500	20 454 500	
28,123,795	23,873,041	4,250,754	27,362,892	27,362,892	-	TOTAL POOLED FUNDS	30,451,520	30,451,520	-
4,191,024	4,177,914	13,110	4,188,697	4,177,524	11,173	TOTAL DEBT SERVICE	7,598,234	7,580,384	17,850
	, , , , , , , , , , , , , , , , , , ,	,	, ,		,				,
						RESTRICTED FUNDS			
128,967	31	128,936	143,556	-	143,556	OTHER	242,104	91,050	151,054
97,878	66,626	31,252	84,548	100,000	(15,452)	HOTEL OCCUPANCY	140,000	50,000	90,000
655,710	261,769	393,941	656,444	461,044	195,400	CAPT IMPACT-WATER	844,358	461,044	383,314
2,013,103	1,918,711	94,392	1,682,352	1,877,752	(195,400)	CAPT IMPACT-WW	2,030,000	1,725,000	305,000
477,004	1,356,119	(879,115)	346,068	663,023	(316,955)	CAPITAL PROJECTS	1,200,000	19,674,333	(18,474,333)
3,372,662	3,603,256	(230,594)	2,912,968	3,101,819	(188,851)	RESTRICTED FUND TOTALS	4,456,462	22,001,427	(17,544,965)
35,687,481	31,654,211	4,033,270	34,464,557	34,642,235	(177,678)	GRAND TOTALS	42,506,216	60,033,331	(17,527,115)
00,007,701	02,007,211	7,000,210	וטטודטדודט	UTIUTEIEUU	(211,010)	all livings	72,000,210	00,000,001	(21,021,110)

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

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

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





# PROPOSED FY 2024-2025 ANNUAL BUDGET

Scott Moore, City Manager

Belen Peña, Director of Finance

September 18, 2024



# CITY OF MANOR - CITY COUNCIL



Dr. Christopher Harvey Mayor





Emily Hill Council Member Place 1 Mayor Pro Tem



Anne Weir Council Member Place 2



Maria Amezcua Council Member Place 3



Sonia Wallace Council Member Place 4



Aaron Moreno Council Member Place 5



Deja Hill Council Member Place 6

# CITY OF MANOR

COUNCIL-APPOINTED ADVISORY GROUPS, ORGANIZATIONS, AND REPRESENTATIVE AGENCIES

#### CITY

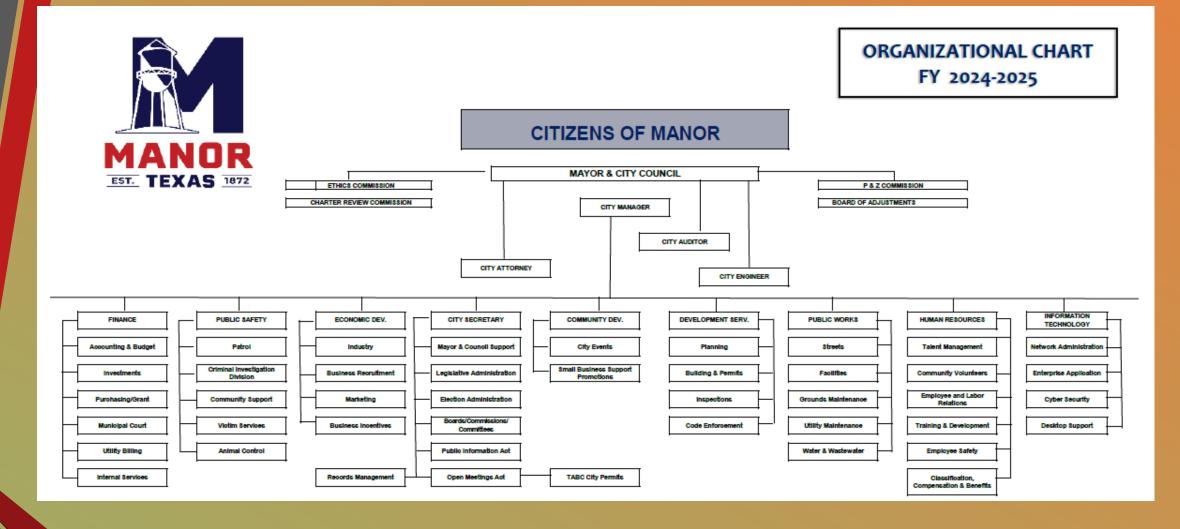
Board of Adjustment
Planning & Zoning Commission
Community Impact Fee Advisory Committee
Charter Review Commission
Ethics Commission
Manor Housing Public Facility Corporation

#### <u>COUNCI</u>

Public Improvement District (PID) Committee
Tax Increment Reinvestment Zone, No. 1 (TIRZ)
Park Committee
Public Tree Advisory Board
Economic Development Committee
Emergency Management Committee
Public Safety Committee and Community Advisory Committee
Capital Improvement Committee
Community Collaborative Committee
Healthcare Committee

#### REGIO

Capital Area Council of Governments (CAPCOG) Capital Area Metropolitan Planning Organization (CAMPO) National League of Cities (NLC) Central Texas Regional Mobility (CTRM) Texas Economic Development Council (TEDC) Innovating Commerce Serving Communities (ICSC) Capital Metro Travis County ESD#12 Keep Manor Beautiful Manville Water **EPCOR** Oncor Electric Bluebonnet Electric Texas Film Commission Travis County Office of Emergency Management Texas Municipal League (TML)



# CITY OF MANOR SENIOR MANAGEMENT TEAM

Scott Moore......City Manager

Belen Peña.....Director of Finance

Ryan Phipps......Chief of Police

Lluvia Almaraz.....City Secretary

Matthew Woodard......Director of Public Works

Scott Dunlop......Director of Development Services

Tracey Dubois-Vasquez......Director of Human Resources

Scott Jones ...... Director of Economic Development

Phil Green.....Director of Information Technology



Article III Section 8.05 of the Manor City Charter states "the City Manager is responsible for the timely preparation and presentation of the budget". The **General Fund** is the primary operating fund in the budget used to account for resources not required to be accounted for in other funds devoted to specific activities. It is used to account for operations of basic City functions such as public safety, public works, cultural and leisure programs, community planning/development plus direction and management of all municipal functions. Services provided by the City are classified according to activity and presented as operating departments in the Budget.

As a spending plan for the year the budget contains estimates of revenues expected to be generated in the forthcoming year as well as the cost of programs that are planned for the year. Two basic elements of all funds are revenue and expenditures, the latter of which authorize expenditures for line items that appear in each departmental breakdown. These are detailed in the budget document for each activity in each fund. The former are estimates of fiscal resources that are expected to be generated during the subject fiscal year and are intended to finance programs of "Expenditures" for that same time frame.

Total revenue estimated to be received for the 2024-2025 fiscal year are \$22,113,600. Direct expenditures are proposed to be \$22,113,600. The following are general comments on sources and expected trends of revenue for the General Fund in the forthcoming fiscal year.

## MAYOR AND CITY COUNCIL

In accordance with the provisions of Article III Section 8.04 of the Manor City Charter, the proposed *Annual Operating Budget* for the City of Manor for the Fiscal Year of October 1, 2024, through September 30, 2025, is hereby presented for your consideration.

The grand total of all appropriations for all departments, operations, and functions proposed for the FY 2024-2025 Annual Budget is \$42,506,216 to be generally distributed as described herein.

0

The proposed FY 2024-2025 Annual Budget is a zero based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations, and services. Our primary goal of this proposed budget is to maintain existing service levels. The staff remains focused on enhancing service levels wherever possible.

As required by section 102.005 (d) of the Texas Local Government Code, the City of Manor provides the following statement on this cover page of its budget:

The budget will raise \$1,590,961 (15.77% approx) more property tax revenues than last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,833,290.

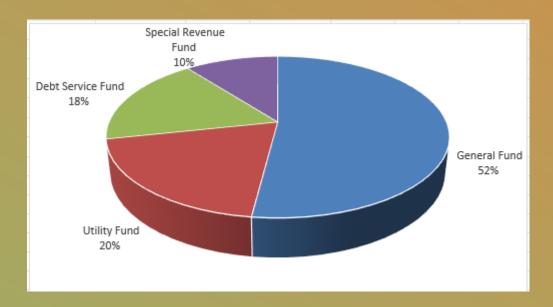
Operation and Maintenance Rate	0.5178
Debt Rate	0.3359
Total	0.8537
The property tax rate The no-new-revenue tax rate The NNR M&O rax rate The voter-approval tax rate The debt rate The de minimis rate	0.8537 0.6677 0.4957 0.8489 0.3359 0.8537

Total Amount of Municipal debt obligation \$77,930,000

The FY 2024-2025 Annual Budget as proposed is delineated into four (4) basic funding categories:

- General Fund (\$22.1M) revenues and expenditures related to the provision of primary or traditional city services whose main financial support comes from tax dollars
- **Utility Fund (\$8.3M)** an enterprise fund monitoring all financial transactions relating to the provision of potable water and sanitary sewer services through the city's systems
- Debt Service (\$7.5M) all proceeds and expenditures related to servicing, annual debt payments, and/or management of various debt obligations
- Special Revenue (\$4.4M) revenues and expenditures related to various projects and programs that are supported by a dedicated revenue stream

0





## GENERAL FUND – REVENUES AND EXPENSES

The General Fund is the City of Manor's principal operating fund for essential city services and is supported by a variety of revenue sources

GENERAL FUND
COUNCIL
ADMINISTRATION
FINANCE DEPT.
STREET DEPT.
DEVELOPMENT SERVICES
PARKS
MUNICIPAL COURT
POLICE DEPT.
IT DEPT.
ECONOMIC DEV. SVCS.
COMMUNITY DEV SVCS
HUMAN RESOURCES
TRANSFERS
GENERAL FUND TOTALS

PROPOSED FY 2024-2025						
BUDGET	BUDGET	NET				
REVENUES	EXPENSES	MEI				
-	613,938	(613,938)				
17,171,300	1,772,893	15,398,407				
-	1,170,655	(1,170,655)				
1,949,000	4,252,073	(2,303,073)				
2,345,100	1,642,302	702,798				
-	1,289,453	(1,289,453)				
533,200	589,835	(56,635)				
107,000	8,019,262	(7,912,262)				
-	1,243,258	(1,243,258)				
-	676,746	(676,746)				
8,000	542,180	(534,180)				
-	301,005	(301,005)				
-	-	-				
22,113,600	22,113,600	-				

+

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## UTILITY FUND – REVENUES AND EXPENSES

Revenues are generally a function of certain "rates" applied to specific quantifiable amounts such as water volumes, wastewater, and sanitation services.

UTILITY FUND
PUBLIC WORKS
WATER
WASTEWATER
STORMWATER
TRANSFERS
UTILITY FUND TOTALS

PROPOSED FY 2024-2025					
BUDGET	BUDGET	NET			
REVENUES	EXPENSES	MLI			
0	995,876	(995,876)			
4,159,190	4,334,023	(174,833)			
3,535,000	2,858,022	676,978			
643,730	150,000				
	-	-			
8.337.920	8.337.920	_			

## DEBT SERVICE FUND – REVENUES AND EXPENSES

Debt Service – The City's obligation to pay the principal and interest of all bonds according to a predetermined payment schedule.



#### Debt Service Obligations 2024 AV Tax Year

#### BUDGET FY 2024-2025

CITY OF MANOR DEBT OBLIGATIONS						cal Year Oct 1, 20	24 to Sept 30, 2	025
	Purpose	Amount of Issue	Outstanding as of Oct 1, 2024	1	Principal Due	Interest Due	Fees	Tota
2012 Series GO Refunding	2001,2004 GO, & 2004 CO	3,510,000.00	125,000.00	1	60,000.00	3,187.50	150.00	63,337.50
2012 Certificate of Obligation	City Hall, PD Bldg., & PW Bldg.	1,835,000.00	425,000.00		140,000.00	10,582.50		150,582.50
2015 Series GO Refunding	2007 GO & 2007 CO	4,750,000.00	1,545,000.00		500,000.00	35,380.50		535,380.50
2016 Series CO Bond	W/WW Expansion & Streets	18,000,000.00	12,050,000.00		1,170,000.00	275,945.00	635.00	1,446,580.00
2021 CO Bond	W/WW Expansion	6,360,000.00	5,215,000.00		390,000.00	91,784.00		481,784.00
2022 Tax Note	W/WW Expansion	10,000,000.00	7,325,000.00	<u> </u>	1,380,000.00	217,552.50		1,597,552.50
2023 Series Certificate of Obligations	W/WW Exp, P&R, Streets	36,245,000.00	36,245,000.00		500,000.00	1,812,250.00		2,312,250.00
2024 Series Certificate of Obligations	Infrastructure, Econ.Dev	15,000,000.00	15,000,000.00			992,766.69		992,766.69
Totals		95,700,000.00	77,930,000.00	ł	4,140,000.00	3,439,448.69	785.00	7,580,233.69

 Z023-24
 Z024-25
 Change

 Total Taxable Property Value
 2,101,439,419
 2,256,097,556
 154,658,137

 Adjusted -Total I&S Fund Pymts (Debt Service)
 4,177,524
 7,580,234
 3,402,710

 I&S Rate for Ad Valorem Tax
 0.1988
 0.33599
 0.13720

LESS YEAR END BALANCE FORWARD: 0.00

ADJUSTED FY 24-25 DEBT SERVICE = 7,580,233.60

Previous Tax Year Current Tax Year De Minimis Tax Rate 0.6789 De Minimis Tax Rate 0.8537

## RESTRICTED/SPECIAL FUNDS – REVENUES AND EXPENSES

#### Restricted/Special

Funds – The City creates these funds to account for and report the proceeds of specific revenue sources that are restricted to particular purposes.

RESTRICTED FUNDS	
OTHER	
HOTEL OCCUPANCY	
CAPT IMPACT-WATER	
CAPT IMPACT-WW	
CAPITAL PROJECTS	
RESTRICTED FUND	TOTALS

PROPOSED FY 2024-2025					
BUDGET	BUDGET	NFT			
REVENUES	EXPENSES	IVE.			
242,104	91,050	151,054			
140,000	50,000	90,000			
844,358	461,044	383,314			
2,030,000	1,725,000	305,000			
1,200,000	19,674,333	(18,474,333)			
4,456,462	22,001,427	(17,544,965)			

## HOTEL OCCUPANCY TAX

Hotel Occupancy Tax Fund (H.O.T.) – Funds from this source are collected from lodging establishments located in the City and its ETJ, that offer rooms for rent daily. Revenue from this source is to be used for advertising and promotional programs to attract tourists; historical restoration and preservation; directional signage to public sights and attractions frequently visited by tourists; the construction, maintenance, and operation of a convention or visitor center; certain transportation systems serving tourist and hotel guest; encouragement and promotion of the arts; facilities and personnel for the registration of convention delegates.



## CITY OF MANOR, TEXAS HOT TAX COLLECTION

YEAR	
2013-2014	100,445.16
2014-2015	33,050.47
2015-2016	43,752.28
2016-2017	46,553.66
2017-2018	36,270.56
2018-2019	36,511.47
2019-2020	37,693.67
2020-2021	40,238.38
2021-2022	76,458.38
2022-2023	71,068.77
2023-2024	122,952.55
TOTAL	644,995.35



## SALES AND USE TAX

Sales and Use Tax: The State of Texas imposes a 6.25% sales and use tax on "all retail sales, leases and rentals of most goods, as well as taxable services". The City of Manor imposes an additional 2.0% sales tax to create a maximum combined rate of 8.25%. Of that total Austin MTA (Capital Metro) receives 1.0%, and Travis County Emergency Services District 12 0.05%. The City has experienced steady annual increases in sales tax revenue over the last decade, but the last two years have produced historical income levels:

Total Sales Tax Revenue is currently projected to exceed \$2.9M by FY24-25 year-end



## CITY OF MANOR, TEXAS SALES TAX COLLECTION

MONTH	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
OCTOBER	38,158.42	50,826.45	59,106.57	77,610.62	78,922.90	85,635.16	104,974.43	125,287.67	168,991.65	233,083.02	229,427.72
NOVEMBER	66,112.75	74,601.37	86,757.45	107,153.54	121,211.04	134,032.33	168,389.87	180,749.02	230,535.22	246,801.16	291,723.42
DECEMBER	45,780.00	54,657.19	61,497.73	75,889.63	74,524.93	92,065.56	129,343.45	135,150.83	180,169.06	215,096.18	234,020.67
JANUARY	37,090.97	51,893.12	66,159.11	79,356.52	74,043.24	97,291.36	107,442.85	136,037.45	162,109.77	204,671.68	214,428.47
FEBRUARY	69,479.81	87,247.63	100,062.86	123,840.63	119,952.05	125,880.97	180,654.14	206,067.64	242,001.95	277,846.74	302,279.21
MARCH	36,578.64	51,547.97	67,515.98	70,697.39	77,308.15	80,858.82	100,248.30	126,256.16	155,816.34	203,717.25	187,067.73
APRIL	52,802.71	62,405.67	69,426.22	77,547.91	72,412.04	84,775.72	103,086.20	128,067.51	142,233.99	196,960.34	196,462.68
MAY	79,826.51	87,340.46	99,207.74	107,093.55	119,886.82	140,262.19	154,261.48	214,025.27	236,012.90	257,267.97	289,324.80
JUNE	51,746.26	66,977.60	78,229.01	75,354.18	95,287.39	105,071.11	114,010.89	171,234.02	179,888.02	194,979.38	223,407.96
JULY	77,803.71	59,213.17	78,192.50	74,361.13	88,052.67	100,514.69	122,454.71	161,382.19	225,308.00	216,659.77	226,334.42
AUGUST	86,030.90	89,920.54	106,542.72	107,873.23	122,309.48	138,889.92	178,318.95	219,156.68	244,911.27	298,817.15	279,402.76
SEPTEMBER	69,027.15	69,542.85	105,728.73	79,805.86	91,941.82	105,029.10	108,768.28	198,386.09	213,600.89	262,439.17	
TOTALS	710,437.83	806,174.02	978,426.62	1,056,584.19	1,135,852.53	1,290,306.93	1,571,953.55	2,001,800.53	2,381,579.06	2,808,339.81	2,673,879.84





## THANK YOU

City of Manor

Website: www.manortx.org 121

#### AGENDA ITEM NO.



#### **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Michael Burrell, Interim Director

**DEPARTMENT:** Development Services

#### **AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a rezoning application for one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development **BACKGROUND/SUMMARY:** 

This property was annexed on September 20<sup>th</sup>, 2017, by Ordinance 483. It was zoned Agricultural as that is the default zoning after annexation if permanent zoning is not requested during the annexation.

This property has direct frontage on US Hwy 290 (approximately 220') and is located almost to the eastern extent of the city limits. It is near the intersection of US 290 and Ballerstedt Rd as well as US 290 and Abrahamson Road. The area is a mix of commercial, industrial, and residential uses. Most of the residential uses are on the lots behind the subject lot along Voelker Lane with the closest residential unit being 340' from the subject lot's southern property line. The property to the west is a self-storage business, the property across US 290 is vacant, and the property to the east is the property zoned for Heavy Commercial with stipulations on July 3, 2024, by ordinance 754. Within 750' are an industrial building housing a large mechanical/plumbing company, a concrete manufacturing facility, and the residential units along Voelker Lane.

This area on our Future Land Use Map is designated as Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. The property owner is seeking to use the property for "mini-storge warehouse" which is a similar use as their direct neighbor to the west, Blue Star Storage. Under the city's zoning code, a Mini-storage warehouse is conditionally permitted in C-1 Light commercial, C-2 Medium Commercial, and C-3 Heavy Commercial zoning.

#### The conditions are as follows:

- The site is a minimum of four acres, which includes an office, enclosed individual self-storage lease space, and
  may include a caretaker residence and outdoor parking lease spaces for boats, RVs, trucks, and trailers,
  excluding storage of wrecked or inoperable vehicles, comprising no more than 20 percent of the gross site
  area.
- Any buildings with exterior access to the storage facilities do not exceed 12 feet in height, which may be increased to 16 feet for buildings built solely for boats and recreational vehicles.

- Any buildings with interior access to the storage facilities have a maximum height of 30 feet.
- Individual storage units cannot exceed 2,000 cubic feet, excluding units used to store boats, RVs, trucks, and trailers.
- A six-foot privacy fence encloses the entire area that includes the self-storage use, with exception of the office and its customer and employee parking.
- Any outdoor storage/parking of boats, RVs, trailers, etc. is located a minimum of 20 feet from any property line.
- If a caretaker residence is part of the use, it is in connection with the office at the entry to the development and is:
  - 1. A minimum of 800 square feet.
  - 2. Has a pitched roof.
  - 3. Has a maximum height of 30 feet.

The Planning and Zoning Commission voted to recommend approval with a vote of 5 yays and 1 abstention from Commissioner Nila with only these allowed uses:

- General retail sales, general
- Mini-storage warehouse
- Any use protected by law.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No PRESENTATION: No **ATTACHMENTS:** Yes

- Letter of Intent
- Rezoning Map
- Aerial Image
- Comprehensive Plan FLUM

- Commercial Corridor Dashboard
- C-2 permitted uses
- **Public Notice**
- **Mailing Labels**

#### STAFF RECOMMENDATION:

The city staff recommends that the City Council conduct a public hearing on a Rezoning Application for one (1) for lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

PLANNING & ZONING COMMISSION: N/A Recommend Approval X Disapproval None

with conditions

Item 3.



901 S. MoPac Expy, Building 1, Suite 300
Austin, Texas 78746
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

D/B/A Foresite Consulting Group of Texas, LLC

#### Memo

To: City of Manor Planning and Zoning

From: Foresite Group, LLC

Date: 8/7/2024

Re: Letter of Intent – Rezoning of 16005 US 290 Manor, TX.

To whom it may concern,

Foresite Group, LLC is submitting a rezoning application on behalf of White Oak Development. The site is located at 16005 US 290, Manor, TX 78621. The site, consisting of approximately 4.00 acres, is within the Full Purpose Jurisdiction of the City of Manor. The lot is platted and has the legal description of, Lot 14 Bluebonnet Park in Travis County, Texas.

The site is currently zoned Agricultural by default following annexation that was passed and approved on September 20, 2017. On behalf of the owner, we are seeking rezoning of the lot from Agricultural to Medium Commercial (C-2) to accommodate the proposed use of "ministorge warehouse" which is not permitted in the Agricultural district but is a conditional use in the Medium Commercial zoning district.

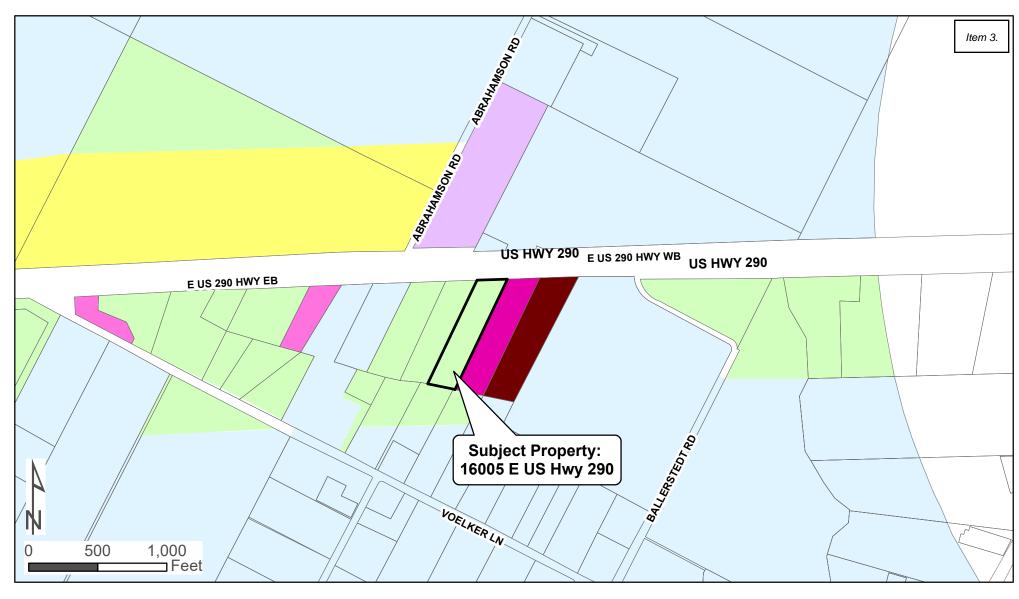
Please accept the following submittal package and support materials. If you have any questions or concerns, please feel free to contact me at vmusat@fg-inc.net.

Sincerely,

Vincent D. Musat, P.E. LEED A

Regional Leader

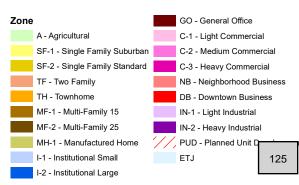
Foresite Group, LLC



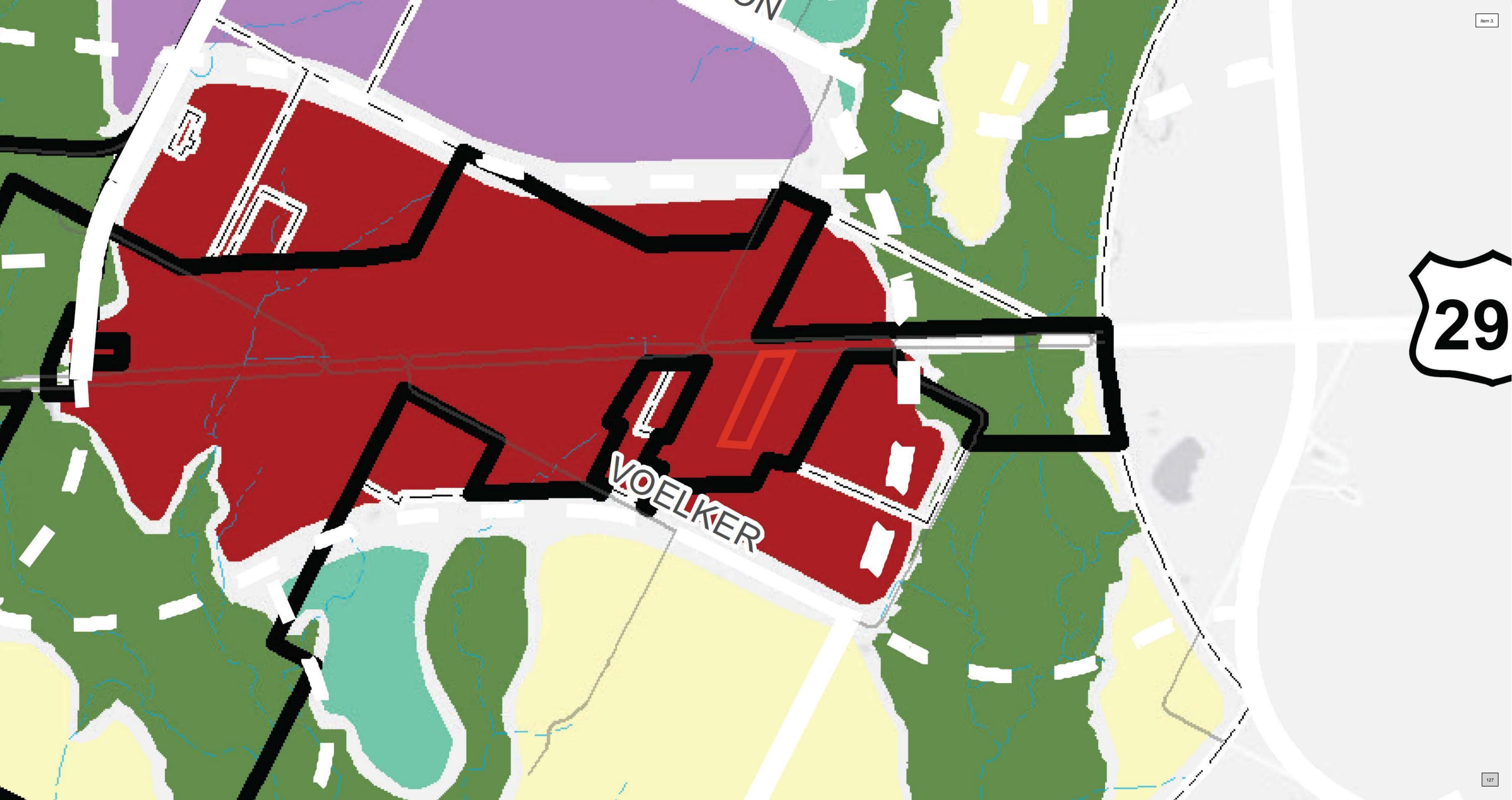


Current: (A) Agricultural

Proposed: (C-2) Medium Commercial









#### **COMMERCIAL CORRIDOR**

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

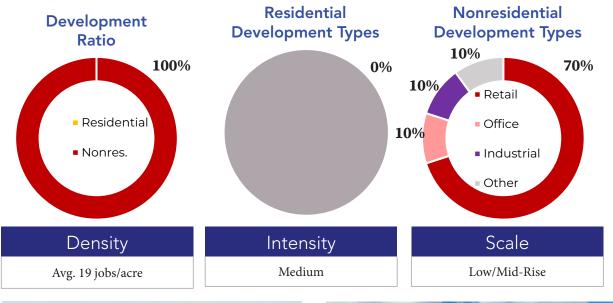
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard









DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●0000	
SFD + ADU	●0000	
SFA, Duplex	●0000	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on
SFA, Townhomes and Detached Missing Middle	•0000	access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic gener-
Apartment House (3-4 units)	●0000	ated by Commercial Corridor uses is not compatible with residential housing.
Small Multifamily (8-12 units)	●0000	
Large Multifamily (12+ units)	•0000	
Mixed-Use Urban, Neighborhood Scale	•••00	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to
Mixed-Use Urban, Com- munity Scale	•••00	support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Shopping Center, Neighborhood Scale	••••	A
Shopping Center, Community Scale	••••	Appropriate overall.
Light Industrial Flex Space	••000	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	●0000	Not considered appropriate.
Civic	••••	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	••••	Generally considered appropriate or compatible within all Land Use Categories.

### C-2

Florist (c)

## **Medium Commercial**

The medium commercial district is intended for moderately dense commercial development, such as large-format retailers and malls, serving local and regional needs. Medium commercial uses should be located along or the intersections of major roadways to accommodate the traffic generated.

#### **Permitted and Conditional Uses**

#### **Non-Residential Uses**

Adult day care Food Court Establishment (c/s) Recreational Vehicle sale, service, Alcoholic Beverage Food Preperation (c) and rental (c) Establishment (c) Food Sales (c) Religious Assembly Amusement (Indoor) (c) Funeral Services (c) Restaurant (c) Amusement (outdoor) (c) Game Room (c/s) Restaurant-Drive in or Drive-**Antique Shop** Garden Center (c) Through (c) Art Studio or Gallery Gasoline Station (Limited) (c/s) School, boarding Automobile Repair (Major)(c) Gasoline Station Full Service (c/s) School, business or trade General Retail Sales (Convenience) Automobile Repair (Minor) (c) School, College or University General Retail Sales (General) Automobile Sale/Rental (c) School, private or parochial School, public Automobile Washing (c) Governmental facilities Hospital Services (s) Semi-Permanent food Brewery, micro (c) establishment (c) Brewpub (c) Hotel (c) **Business Support Services** Kennel (c) Smoke shop or Tobacco Store Child Care Center Laundry Service Theater Club or Lodge (c) Laundry Service (Self) Transportation Terminal (c) Liquor Sales (c) Commercial Off-Street Parking Truck and Trailer sales and rental Medical Clinic (s) (c) (c) Communication Services or Mini-Storage Warehouse (c) Utility services (minor) **Facilities** Offices, Government Veterinary Services, large (c) Offices, Medical (s) Veterinary Services, small (c) Construction and Equipment Sales (Minor) Offices, Professional (s) Wireless Transmission Facilities, Consumer repair Services Offices, Showroom attached (c) Contractor's shop (c) Off-site Accessory Parking Wireless Transmission Facilities, Distillery, micro Pawnshop (c) stealth (c) Event Center (c/s) Personal Improvement Services Wireless Transmission Facilities, Financial Services (c) Personal Services monopole (c/s) Financial Services, alternative (c Pet Store (c) Zoo, private Printing and Publishing (c)

Recreational Vehicle Park (c/s)

24

130

## C-2 Medium Commercial

#### **Site Development Standards**

Lot		Massing	
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	100 ft <sup>1</sup>	Minimum Setbacks:	
Maximum principle structure lot	60% <sup>2</sup>	Front Setback	20 ft
coverage	60%	Streetside Setback	15 ft
Maximum principle and		Exterior Side Setback	40 ft <sup>6</sup>
accessory structure lot coverage	70%	Rear Setback	40 ft <sup>6</sup>
Landscape Requirement	15% <sup>3</sup>		
Streetscape yard	15 ft <sup>4</sup>		
Bufferyard	25 ft <sup>5</sup>		

<sup>&</sup>lt;sup>1</sup> Corner lots add 10 ft

131

<sup>&</sup>lt;sup>2</sup> Properties located within the historic district as defined in section 14.02.031 shall have a minimum of 60 percent front facade masonry and 50 percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

<sup>&</sup>lt;sup>3</sup> 2 Trees per 600 s.f. of landscaped area.

<sup>4</sup> shrubs per 600 s.f. of landscaped area.

<sup>&</sup>lt;sup>4</sup> 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.

<sup>&</sup>lt;sup>5</sup> 4 large and/or medium evergreen trees and 15 shrubs per 100 linear feet of the site development boundary plus an opaque wall. Bufferyards required to all SF-E, SF-1, SF-2, MH-1, MH-2, TF, and TH.

<sup>&</sup>lt;sup>6</sup> Setback to non-residential can be 10 ft



8/28/2024

#### **City of Manor Development Services**

### **Notification for a Rezoning Application**

Project Name: 16005 E US 290 Rezoning from (A) Agricultural to (C-2) Medium Commercial

Case Number: 2024-P-1677-ZO Case Manager: Michael Burrell

Contact: <a href="mailto:mburrell@manortx.gov">mburrell@manortx.gov</a> - 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 16005 E US Hwy 290, Manor, TX from (A) Agriculture to (C-2) Medium Commercial. The request will be posted on the agenda as follows:

<u>Public Hearing</u>: Conduct a public hearing on a Rezoning Application for one (1) for lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

The Planning and Zoning Commission will meet at 6:30PM on September 11, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on September 18, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

PHANTASTIC ENDEAVOR LLC 3345 KENDALL LN IRVING, TX 75062-6593 16023 HWY 290 LLC 108 FRED COUPLES DR ROUND ROCK, TX 78664-4036 BRADLEY BLANCHE D 16100 VOELKER LN ELGIN, TX 78621-4108

CHUNG BENJAMIN TAEHOON PO BOX 812 MANOR, TX 78653-0812 KERLIN JIMMY R & BRENDA J 16000 VOELKER LN ELGIN, TX 78621-4106 LOUGRACE VERNA 15916 VOELKER LN ELGIN, TX 78621-4111

FARMER JERRY R JR & BELINDA CLARK 15905 HIGHWAY 290 E ELGIN, TX 78621-4127

LINVILLE LLC 1100 N AVENUE F ELGIN, TX 78621-1035 TILB HOLDINGS LLC 214 ABBEYVILLE WALK LAKEWAY, TX 78738-4429

BRYANT CRAIG T PO BOX 1534 BROWNWOOD, TX 76804-1534 424 GILMER LLC 12702 SHERBOURNE ST # B AUSTIN, TX 78729-4541

#### AGENDA ITEM NO.



#### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 18, 2024

PREPARED BY: Lluvia T. Almaraz, City Secretary

**DEPARTMENT:** Administration

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of September 4, 2024, City Council Regular Meeting.

#### **BACKGROUND/SUMMARY:**

**LEGAL REVIEW:** Not Applicable

FISCAL IMPACT: No PRESENTATION: No ATTACHMENTS: Yes

• September 4, 2024, City Council Regular Meeting Minutes

#### **STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve the City Council Meeting minutes as presented.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



#### CITY COUNCIL REGULAR SESSION MINUTES SEPTEMBER 4, 2024

This meeting was live-streamed on Manor's YouTube Channel You can access the meeting at https://www.cityofmanor.org/page/livestream

#### **PRESENT:**

Dr. Christopher Harvey, Mayor

#### **COUNCIL MEMBERS:**

Emily Hill, Mayor Pro Tem, Place 1 Anne Weir, Place 2 Maria Amezcua, Place 3 Sonia Wallace, Place 4 Aaron Moreno, Place 5 Deja Hill, Place 6

#### **CITY STAFF:**

Scott Moore, City Manager
Ryan Phipps, Chief of Police
Denver Collins, Assistant Chief of Police
Lluvia T. Almaraz, City Secretary
Scott Jones, Economic Development Director
Belen Peña, Finance Director
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Michael Burrell, Interim Development Services Director
Mathew Woodard, Public Works Director
Phil Green, IT Director
Frank Phelan, City Engineer
Pauline Gray, City Engineer
Veronica Rivera, Assistant City Attorney

#### **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 Harvey at 7:15 p.m. on Wednesday, September 4, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

#### **INVOCATION**

Father Daniel Robayo with St. Mary Magdelene Episcopal Church gave the invocation.

#### PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

#### **PROCLAMATIONS**

A. Declaring Wednesday, September 11, 2024, as "National Day of Service and Remembrance (9/11 Day)".

Mayor Harvey read and presented the Proclamation to Chief of Police Phipps.

B. Declaring September 15 – October 15, 2024, as "Hispanic Heritage Month".

Mayor Harvey read and presented the Proclamation to Councilwoman Amezcua.

Heritage & Tourism Manager Valderrama invited everyone to attend the first Heritage Fest on October 5, 2024, at Timmermann Park from noon – 6:00 p.m.

C. Declaring Tuesday, September 17, 2024, as "National Voter Registration Day".

Mayor Harvey read and presented the Proclamation to the staff.

#### **PUBLIC COMMENTS**

Scott Dunlop with Keep Manor Beautiful announced the KMB's Wild Flower Seed Spread event on Saturday, September 14, 2024, from 9:00 a.m. to 12:00 p.m. He invited everyone to attend.

Fay Carter, 18128 Topsoil St., Manor, Texas submitted a speaker card and spoke regarding the unity of America. Ms. Carter announced that she would have her radio show on Fridays on KLBJ and invited everyone to listen in.

No one else appeared at this time.

#### **PUBLIC HEARINGS**

1. Conduct a public hearing to receive public comments on a proposed franchise ordinance to provide solid waste and recycling collection and disposal services within the City of Manor.

The city staff recommended that the City Council conduct the public hearing.

Mayor Harvey opened the Public Hearing.

Braxton Zela with Texas Disposal Systems (TDS) submitted a speaker card and spoke regarding solid waste and recycling services and the company's history. He provided the attached summary information.

City Manager Moore discussed the current and past RFP process for the city.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Weir to close the public hearing.

A discussion was held regarding TDS bulk pickup services.

There was no further discussion.

#### Motion to close carried 7-0

2. Conduct a public hearing on the FY2024-2025 Proposed Property Tax Rate of the City of Manor, Texas.

The city staff recommended that the City Council conduct the public hearing.

Mayor Harvey opened the Public Hearing.

Finance Director Peña discussed the proposed property tax rate.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to close the public hearing.

There was no further discussion.

#### Motion to close carried 7-0

3. Conduct a public hearing on the FY 2024-2025 Proposed Annual Budget of the City of Manor, Texas.

The city staff recommended that the City Council conduct the public hearing.

Mayor Harvey opened the Public Hearing.

Finance Director Peña discussed the proposed FY2024-2025 Annual Budget.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to close the public hearing.

There was no further discussion.

#### Motion to close carried 7-0

#### **CONSENT**

- 4. Consideration, discussion, and possible action to approve the City Council Minutes.
  - July 17, 2024, City Council Regular Meeting
  - August 5, 2024, City Council Workshop
  - August 7, 2024, City Council Regular Meeting
  - August 20, 2024, City Council Workshop
  - August 21, 2024, City Council Regular Meeting
  - August 27, 2024, City Council Workshop
- 5. Consideration, discussion, and possible action on accepting the July 2024 City Council Monthly Reports.
- 6. Consideration, discussion, and possible action on accepting the July 2024 Departmental Reports.
  - Finance Belen Peña, Finance Director
  - Police Ryan Phipps, Chief of Police
  - Travis County ESD No. 12 Chris McKenzie, Interim Fire Chief
  - Economic Development Scott Jones, Economic Development Director
  - Development Services Scott Dunlop, Development Services Director
  - Community Development Yalondra V. Santana, Heritage & Tourism Manager
  - Municipal Court Sofi Duran, Court Administrator
  - Public Works Matt Woodard, Director of Public Works
  - Human Resources Tracey Vasquez, HR Manager
  - IT Phil Green, IT Director
  - Administration Lluvia T. Almaraz, City Secretary
- 7. Consideration, discussion, and possible action on an Amendment to Sidewalk, Trail, and Recreational Easement.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace to approve the consent agenda.

There was no further discussion.

Motion to approve carried 7-0

#### **REGULAR AGENDA**

At the direction of Mayor Harvey, Item No. 9 was conducted next.

9. Consideration, discussion, and possible action on Statement of Work No. 34 to the Master Services Agreement with George Butler Associates, Inc. for the Emergency Generator Improvements Project at City Hall and the Police Station.

The city staff recommended that the City Council approve the proposed Statement of Work No. 34 to the Master Services Agreement with George Butler Associates, Inc. for the Emergency Generator Improvements Project in the amount of \$48,600.

A discussion was held regarding the maintenance and the type of generators used.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the proposed Statement of Work No. 34 to the Master Services Agreement with George Butler Associates, Inc. for the Emergency Generator Improvements Project at City Hall and the Police Station in the amount of \$48,600.

There was no further discussion.

#### Motion to approve carried 7-0

10. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas approving and authorizing the Newhaven Public Improvement District Financing Agreement.

The city staff recommended that the City Council approve Resolution No. 2024-27 of the City of Manor, Texas approving and authorizing the Newhaven Public Improvement District Financing Agreement.

Assistant City Attorney Rivera discussed the proposed agreement and stated a revision was needed to approve Resolution No. 2024-27 of the City of Manor, Texas approving and authorizing the Newhaven Public Improvement District Financing Agreement.

<u>Resolution No. 2024-27:</u> A Resolution of the City of Manor, Texas Approving and Authorizing the Newhaven Public Improvement District Financing Agreement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Resolution No. 2024-27 of the City of Manor, Texas approving and authorizing the Newhaven Public Improvement District Financing Agreement as revised by legal.

There was no further discussion.

#### Motion to approve carried 7-0

11. Consideration, discussion, and possible action on a resolution supporting a Submission of a U.S. Economic Development Administration (EDA) - Public Works Assistance Grant Application.

City Manager Moore requested that the item be postponed to October because additional information was needed to proceed with the grant application.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to postpone the item to the October 16, 2024, Regular Council meeting.

There was no further discussion.

#### Motion to postpone carried 7-0

12. Consideration, discussion, and possible action on an ordinance approving the 2024 Annual Update to the Service and Assessment Plan and Assessment Roll for the Lagos Public Improvement District Including the Collection of the 2024 Annual Installments.

The city staff recommended that the City Council adopt Ordinance No. 757 approving the Lagos Public Improvement District 2024 Annual Service Plan Update including the collection of the 2024 annual installments.

Rob Haysip, Project Analyst with P3Works, LLC discussed the proposed 2024 Annual Update to the SAP for the Lagos PID.

Ordinance No. 757: An Ordinance of the City Council of The City of Manor, Texas Approving the 2024 Annual Update to the Service and Assessment Plan and Assessment Roll for the Lagos Public Improvement District Including the Collection of the 2024 Annual Installments.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to approve and adopt Ordinance No. 757 approving the Lagos Public Improvement District 2024 Annual Service Plan Update including the collection of the 2024 annual installments.

There was no further discussion.

#### **Motion to approve carried 7-0**

13. Consideration, discussion, and possible action on an ordinance approving the 2024 Annual Update to the Service and Assessment Plan and Assessment Roll for the Rose Hill Public Improvement District Including the Collection of the 2024 Annual Installments.

The city staff recommended that the City Council adopt Ordinance No. 758 approving the Rose Hill Public Improvement District 2024 Annual Service Plan Update including the collection of the 2024 annual installments.

Rob Haysip, Project Analyst with P3Works, LLC discussed the proposed 2024 Annual Update to the SAP for the Rose Hill PID.

Ordinance No. 758: An Ordinance of the City Council of the City of Manor, Texas Approving the 2024 Annual Update to the Service and Assessment Plan and Assessment Roll for the Rose Hill Public Improvement District Including the Collection of the 2024 Annual Installments.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezuca to approve and adopt Ordinance No. 758 approving the Rose Hill Public Improvement District 2024 Annual Service Plan Update including the collection of the 2024 annual installments.

There was no further discussion.

#### Motion to approve carried 6-0

14. Consideration, discussion, and possible action on a Supplement to the Agreement for Street Lighting Service By and Between Oncor Electric Delivery Company and the City of Manor for street lighting in the New Haven Subdivision Phase 1.

The city staff recommended that the City Council approve a Supplement to the Agreement for Street Lighting Service By and Between Oncor Electric Delivery Company and the City of Manor for street lighting in the New Haven Subdivision Phase 1.

Interim Development Services Director Burrell discussed the proposed agreement.

A discussion was held regarding the phases of the project.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve a Supplement to the Agreement for Street Lighting Service By and Between Oncor Electric Delivery Company and the City of Manor for street lighting in the New Haven Subdivision Phase 1.

A discussion was held regarding the standard installation requirements.

A discussion was held regarding the legal review of the agreement.

**MOTION:** Upon an amended motion made by Council Member Wallace and seconded by Council Member Moreno to approve a Supplement to the Agreement for Street Lighting Service By and Between Oncor Electric Delivery Company and the City of Manor for street lighting in the New Haven Subdivision Phase 1 after legal review to ensure the city is not locked into other phases.

There was no further discussion.

#### Motion to approve carried 7-0

15. Consideration, discussion, and possible action to award a Construction Contract for the Manor Commercial Park Wastewater Collection System and Carriage Hills Lift Station #5 Improvements Phase 1 Project.

The city staff recommended that the City Council approve a Construction Contract for the Manor Commercial Park Wastewater Collection System and Carriage Hills Lift Station #5 Improvements Phase 1 Project to Packsaddle Management, LLC in the amount of \$2,286,295 for the base bid.

City Engineer Phelan discussed the proposed construction contract.

A discussion was held regarding references and additional projects Packsaddle Management LLC has done.

A discussion was held regarding the recovery funds for each Phase.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve a Construction Contract for the Manor Commercial Park Wastewater Collection System and Carriage Hills Lift Station #5 Improvements Phase 1 Project to Packsaddle Management, LLC in the amount of \$2,286,295 for the base bid.

There was no further discussion.

#### **Motion to approve carried 7-0**

16. Consideration, discussion, and possible action on a change order to the construction contract for the FY2022 Capital Metro Pavement Improvements project.

The city staff recommended that the City Council approve a proposed Change Order No. 2 for the FY2022 Capital Metro Paving Project in the amount of \$330,909.80.

City Engineer Gray discussed the proposed construction contract.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve a proposed Change Order No. 2 for the FY2022 Capital Metro Paving Project in the amount of \$330,909.80.

There was no further discussion.

#### Motion to approve carried 7-0

17. Consideration, discussion, and possible action on authorizing a project closeout letter to Capital Metro for the One-Time Capital Metro BCT Funded Paving Improvements Project.

The city staff recommended that the City Council approve the submittal project closeout documentation to Metro for the One-Time Capital Metro BCT Funded Paving Improvements Project, and authorize the City Manager to request the remainder of the allocated funds for the One-Time Capital Metro BCT Funded Paving Improvements Project.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve the submittal project closeout documentation to Metro for the One-Time Capital Metro BCT Funded Paving Improvements Project, and authorize the City Manager to request the remainder of the allocated funds for the One-Time Capital Metro BCT Funded Paving Improvements Project.

There was no further discussion.

#### Motion to approve carried 7-0

18. Consideration, discussion, and possible action on a change order to the construction contract for the One-Time BCT Funded Paving Improvements project.

The city staff recommended that the City Council approve a change order to the construction contract for the One-Time BCT Funded Paving Improvements project.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve a change order to the construction contract for the One-Time BCT Funded Paving Improvements project.

There was no further discussion.

#### Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:26 p.m. on Wednesday, September 4, 2024, in accordance with the requirements of the Open Meetings Law.

City of Manor Page 9

143

#### **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 *Sections 551.071 and 551.072*, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel for Item No. 8 at 8:26 p.m. on Wednesday, September 4, 2024.

The Executive Session was adjourned at 8:48 p.m. on Wednesday, September 4, 2024.

#### **OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 8:48 p.m. on Wednesday, September 4, 2024.

8. Consideration, discussion, and possible action on a franchise ordinance for Municipal Solid Waste Collection, Transportation, and Disposal (Residential, Commercial, Industrial, and Recycling).

The city staff recommended that the City Council approve the first reading of an ordinance for a franchise with Frontier Waste Solutions for the Municipal Solid Waste Collection, Transportation and Disposal Contract (Residential, Commercial, Industrial, and Recycling); and authorize the City Manager to execute the final negotiated contract.

Economic Development Director Jones discussed the staff's recommendation to award municipal solid waste services to Frontier Waste Solutions.

Lynn Lantrip with Solid Waste Specialist discussed the process for reviewing proposals.

A discussion was held regarding bulk services.

A discussion was held regarding recycling services.

Tim Henderson, Vice President of Frontier discussed the recycling process and service of Holidays.

A discussion was held regarding weather emergency services.

A discussion was held regarding penalty fees.

Ordinance: An Ordinance of The City of Manor, Texas Approving an Exclusive Franchise Agreement with Frontier Wate Solutions for The Collection, Transportation, and Disposal of Municipal Solid Waste (Residential, Commercial, Industrial and Recycling) in the City of Manor; Granting Frontier Waste Solutions Certain Powers, Licenses and Privileges to use the Streets, Avenues, Easements, Rights-Of-Way, Alleys, Highways, Sidewalks, And Bridges In Said City; Prescribing Certain Rights, Duties, Terms, and Conditions; Providing For The Payment To The City Of A Percentage Of Gross Receipts Of Grantee From Its Operations; Approving The Establishment Of A Franchise Fee On Solid Waste Services Charged By The City Of Manor To Its Customers; Providing A Severability Clause, Providing Savings, Effective Date And Open Meetings Clauses, And Providing For Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve the first reading of an ordinance for a franchise with Frontier Waste Solutions for the Municipal Solid Waste Collection, Transportation, and Disposal Contract (Residential, Commercial, Industrial, and Recycling); and authorize the City Manager to execute the final negotiated contract.

There was no further discussion.

Motion to approve carried 5-2 (Council Member's Weir and Amezcua voted against)

19. Consideration, discussion, and possible action on selecting the FY 2024 CIP project option for 2023 Certificates of Obligation funding and commencement.

The city staff recommended that the City Council approve and select an option for the FY2024 CIP Project for 2023 Certificates of Obligation funding and commencement.

City Engineer Phelan discussed the proposed options for the FY2024 CIP Project for 2023 Certificates of Obligation funding and commencement.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to approve and select Option 2 for the FY2024 CIP Project for 2023 Certificates of Obligation funding and commencement.

There was no further discussion.

Mayor Harvey reminded staff that city facilities needed to be considered when reviewing debt services.

A discussion was held regarding excluding the expansion of Brenham St. and Blake Manor from Option 2.

City of Manor Page 11

145

There was no further discussion.

Motion to approve carried 6-1 (Council Member Wallace voted against)

20. Consideration, discussion, and possible action on a Statement of Work No. 31 to the Master Services Agreement with George Butler Associates, Inc. for the East Travis Regional Wastewater Treatment Plant Permit Application.

The city staff recommended that the City Council approve the Statement of Work No. 31 to the Master Services Agreement with George Butler Associates, Inc. for the East Travis Regional Wastewater Treatment Plant Permit Application in the amount of \$56,600.

City Engineer Phelan discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Statement of Work No. 31 to the Master Services Agreement with George Butler Associates, Inc. for the East Travis Regional Wastewater Treatment Plant Permit Application in the amount of \$56,600.

A discussion was held regarding viewing the police website vs the city's website.

There was no further discussion.

Motion to approve carried 6-1 (Council Member Deja Hill voted against)

21. Consideration, discussion, and possible action on a Statement of Work No. 32 to the Master Services Agreement with George Butler Associates, Inc. for the Wilbarger Creek Wastewater Treatment Plant TCEQ permit renewal.

The city staff recommended that the City Council approve a Statement of Work No. 32 to the Master Services Agreement with George Butler Associates, Inc. for the Wilbarger Creek Wastewater Treatment Plant TCEQ permit renewal.

City Engineer Phelan discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Wallace to approve the Statement of Work No. 32 to the Master Services Agreement with George Butler Associates, Inc. for the Wilbarger Creek WWTP Discharge Permit Renewal in the amount of \$38,800.

There was no further discussion.

Motion to approve carried 7-0

City of Manor Page 12

22. Consideration, discussion, and possible action on a Statement of Work No. 33 to the Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Creek Wastewater Treatment Plant TCEQ permit renewal.

The city staff recommended that the City Council approve the proposed Statement of Work No. 33 to the Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Creek WWTP Discharge Permit Renewal in the amount of \$18,680.00.

City Engineer Phelan discussed the proposed agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve the proposed Statement of Work No. 33 to the Master Services Agreement with George Butler Associates, Inc. for the Cottonwood Creek WWTP Discharge Permit Renewal in the amount of \$18,680.00.

There was no further discussion.

#### **Motion to approve carried 7-0**

23. Consideration, discussion, and possible action on a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property.

The city staff recommended that the City Council provide City staff direction on a policy that addresses disruptive behavior on City-owned property.

City Manager Moore addressed the reasons for a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property.

At the direction of Mayor Harvey, this item would continue to be discussed after the Executive Session.

There was no action taken.

24. Consideration, discussion, and possible action on the Texas Municipal League (TML) Region 10 Director Election.

The city staff recommended that the City Council vote for Mayor Harvey as the Texas Municipal League (TMI) Region 10 Director and authorize the City Manager to submit the casting vote on behalf of the city.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to vote for Mayor Harvey as the Texas Municipal League (TMl) Region 10 Director and authorize the City Manager to submit the casting vote on behalf of the city.

City of Manor Page 13

147

#### City Council Regular Session Minutes September 4, 2024

There was no further discussion.

#### Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:32 p.m. on Wednesday, September 4, 2024, 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 - Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel; and Section 551.074 Personnel matters to discuss duties of the City Manager at 9:32 p.m. on Wednesday, September 4, 2024.

The Executive Session was adjourned at 10:48 p.m. on Wednesday, September 4, 2024.

#### **OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:48 p.m. on Wednesday, September 4, 2024.

# 23. Consideration, discussion, and possible action on a code of conduct policy addressing disruptive behavior in City-owned facilities and on City-owned property.

The city staff recommended that the City Council provide City staff direction on a policy that addresses disruptive behavior on City-owned property.

Assistant City Attorney Rivera stated no motion was needed, only direction from the council to legal and city staff.

Mayor Harvey requested that the policy declare the types of behavior and a list of times for trespassing and explore a ban on all city property during the trespassing period.

There was no further discussion.

City of Manor Page 14

#### **ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 10:51 p.m. on Wednesday, September 4, 2024.

The Manor City Council approved these minutes on September 4, 2024.

APPROVED:	
Dr. Christopher Harvey	
Mayor	
ATTEST:	
Lluvia T. Almaraz, TRMC City Secretary	

City of Manor Page 15

#### **EXECUTIVE SUMMARY**

Texas Disposal Systems, Inc. (TDS) is appreciative of the opportunity to participate in the City of Manor's RFP for Solid Waste & Recycling Services.

TDS is a neighbor to the City of Manor; we're family owned and operated and were founded right here in the Austin area back in 1977. Since then, we've grown to employee more than 1,300 team members, a dozen of whom call Manor, TX home.

Our company offers services like those outlined in this RFP to 15 other municipalities across the greater Austin area, as well as over 20 Municipal Utility Districts, and more than 100 homeowners' associations. Many of these cities have been with us for decades, and we take great pride in the fact that none of them have ever switched to a competitor. They consistently renew their partnerships with us with each opportunity, largely due to the exceptional care we provide to our customers.

In Contrast, under this RFP process, the City of Manor will be selecting your fourth service provider in just over seven years. As decision-makers in this process, we understand you are looking for a lasting partnership for Manor's future. We hope that our proposal clearly reflects our company's values and highlights the distinctive aspects of our business model that our long-term customers value.

Beyond our established reputation, we'd like to highlight the following factors that, among others, make TDS uniquely qualified to be Manor's long-term partner:

#### TDS owns and operates all the facilities required for the proposed services

TDS uses a vertical integration model that benefits the City by removing reliance on third-party facilities and ensuring that all waste and recyclables from Manor are managed with minimal environmental impact. We own the landfill where your waste will be processed, which has been honored with the Gold Medal Award from the Solid Waste Association of North America for its outstanding environmental management. Our substantial investment in every stage of the waste management process guarantees that all materials are handled to the highest standards, offering the City the utmost assurance of quality and compliance. Additionally, we own the Material Recovery Facility where your recyclables will be processed. This 150,000 square-foot facility accommodates the widest range of materials in our region, allowing our recycling proposal to include many more items than those specified in the RFP.

#### Advanced Technology

TDS uses advanced technology to ensure the highest safety standards for both our employees and your community. This technology enables the City and our teams to access critical service and route data, allowing for efficient and effective management of unexpected challenges. The TDS Waste Wizard provides residential customers with their service schedule, sends notifications about regular pick-up times, holidays, or delays, and allows them to report any issues.

We invite the City to include a visit to our facilities as part of the evaluation process, so you can see firsthand what sets us apart and demonstrates our superior quality.

Along with the factors that we believe make us particularly well-suited to be Manor's service provider, we would also like to address our observations and concerns regarding the City's initial evaluation process.

First, TDS is deeply concerned about the competitive disadvantage we face, as our rate offer was made public before the City decided to restart the process. As noted in our Best and Final Offer, our rate was based on the assumption that we would be partnering with the MUDs that have interlocal utility agreements with the City. While our rate remains unchanged, our competitors now have the chance to base their proposals on our offer.

Secondly, as one of the two finalists the first go round, we were surprised to learn that, despite having the highest scores and lowest price offer, the recommendation did not favor our homegrown, family-owned company with nearly five decades of excellence in the Austin area. Instead, the recommendation was for a company that:

- Was founded just seven years ago
- Has no other municipal customers in the area (to our knowledge)
- Provided references from two cities in the DFW area and one in Houston
- Does not own any processing facilities in the Austin area
- Is not privately owned and operated, but is owned, at least in part, by two private equity firms in Chicago and New York

Over the past decade, the City of Manor has engaged with the three largest solid waste service corporations in the country. However, based on our discussions with City officials and the steps taken to move on from those partnerships, it's evident that Manor has yet to find a company that meets its expectations. Given these factors and the points mentioned above, we believe Texas Disposal Systems is the clear choice for a long-term community partner. The City of Manor can be assured that choosing TDS will be the right decision.



#### **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Scott Moore, City Manager

**DEPARTMENT:** Administration

#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the August 2024 City Council Monthly Reports.

#### **BACKGROUND/SUMMARY:**

- Dr. Christopher Harvey Mayor
- Emily Hill Mayor Pro Tem
- Anne Weir Council Member, Place 2
- Maria Amezcua Council Member, Place 3
- Sonia Wallace Council Member, Place 4
- Aaron Moreno Council Member, Place 5
- Deja Hill Council Member, Place 6

**LEGAL REVIEW:** Not Applicable **FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No **ATTACHMENTS:** Yes

August 2024 City Council Monthly Reports

#### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the August 2024 City Council Monthly Reports.

# Manor City Council Monthly Report

Name: Dr.	. Christopher Harvey	Place/Position	Mayor	
Start Date:	August 1, 2024	End Date:	August 31, 2024	

Tier	Meeting Criteria and Compensation Guidelines
	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Ti	er	Meeting Criteria and Compensation Guidelines
	l	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Date	Description
Regular Meeting	7, 21	Regular council business (21st canceled)
Budget Workshop	5, 20	Prepare for new fiscal year budget
City Council Workshop	27	Explore safety concerns

## **Other Meetings**

Туре	Date	Description
Manor Housing Public Facilities Corporation	7	
Chamber luncheon	8	Presentation by Manor ISD
Award event	19	Mayor Pro Tem Hill – Military Readiness
Award Event	20	Manor Resident Jamal Snead – NBA Draft
Ribbon Cutting	24	Austin to Manor Trail grand opening

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

## Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Community Collaborative	Y	28		Talked about CTX learning week
Public Safety	N	19		
Emergency Management	Y	30		Update on Manor Emergency Plan

#### Other

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- \* Quarterly Committee Reports Due October, January, April, July

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

#### **State/County Meetings**

Type of Meeting	Date	Description
Public Health — Travis County	2	Meet with executive for health and human service
Transportation – commissioner Meade	21	Discussion regarding 290 and fm 973

## **Community Meetings (minimum of 2)**

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

#### Other

Туре	Date	Description
Public meeting at Shirley's Donuts	10	About the work we've done the last 3 years

 Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

## **Regional Meetings**

Group Name	Date	Description
Austin Health Council	30	Luncheon with central health – honoring past and planning for the future
African American Mayors Association	1	Talk about committees I would serve on to shape policy that would impact the region
US Mayors Conference Meeting	5	Discuss programming and committees
Region 10 TML	22	Regional 10 meeting – announcement running for region 10 regional direction

#### Other

Type of Meeting	Date	Description
Meeting with BGE and	13	Planning for 973 road improvements

• Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: <b>Emily Hill</b>		Place/Position	Mayor Pro Tem
Start Date:	August 1, 2024	End Date:	August 31, 2024

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
Ш	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
	THE D. I. ASLE D. LA. 114 D. ASPECCO CO. 114 TERMS
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Tier	Meeting Criteria and Compensation Guidelines			
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)			

## **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Date	Description
City Council Meeting	08/07/2024	City Council meeting
City Council Meeting	08/21/2024	City Council Meeting - canceled

#### **Other Meetings**

Type of Meeting	Date	Description
Central Texas Women Elected Official Luncheon		Discussing ongoing empowerment and gathering surrounding communities of elected women officials and the changes that can be made for smaller cities.
City Hall Budget Workshop		Discussing and getting updates on the changes of the budget.

#### Other

Туре	Date	Description
Manor Housing Public Facilities Corp. Meeting	08/07/2024	Updates
City Council Budget workshop	08/20/2024	Updates and changes

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

## Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public Safety Committee	Yes		been	Ensuring the safety of citizens and implementing programs to heighten public safety awareness

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

#### Other

Type	Date	Description
Armed Forces birthday Ceremony		Celebrating the birthday of Armed Forces and awards ceremony
City Council Workshop Emergency Meeting	08/27/2024	Emergency meeting/executive session.

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- \* Quarterly Committee Reports Due October, January, April, July

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

#### **State/County Meetings**

Type of Meeting	Date	Description
Meeting w/Travis County Transportation Commissioner Meade		Meeting to discuss Manor's roads and transportation needs and how we can get support from the county to fix our roads.

## **Community Meetings (minimum of 2)**

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

#### Other

Туре	Date	Description

• Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

## **Regional Meetings**

Group Name	Date	Description
TML Region 10 Meeting	08/22/2024	Region 10 meeting in Buda, Tx

#### Other

Type of Meeting	Date	Description

• Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: Anne Weir		Place/Position	Council Member Place 2	
-	·			
Start Dat	e: August 1, 2024	End Date:	August 31, 2024	

Tier	Meeting Criteria and Compensation Guidelines
1	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Tier	Meeting Criteria and Compensation Guidelines
1	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Date	Description
City Council	AUG.7,	REGular Council Meeting to
Meeting.	2024	discuss Various agenda items
City Council	Aug. 21,	Discussion Eaction of VARLITUS
Meeting	2024	City agenda Herry

#### **Other Meetings**

Type of Meeting	Date	Description
Chy Cruncil BUDGET WORSHOP	Aug 20, 2024	TO GO OVER THE FISCAL BUDGET FOR THE CITY FOR the UPCOMING VEAR.
City Cruned WorksHop	Aug 27,	

#### Other

Type	Date	Description
Manor Housing Facility Corp	AUG 7. 2024	Discussion & Possible action on Mahor Housing Public Facility corp. business
BACKTO SCHOOL Haircut Guent	Aug 11, 2024	Community event sponsorship key the Lab Barbershop for Brex To School

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines					
	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council					
1	*Active attendance and participation and provide an update to City Council is a requirement					

## **Regional Meetings**

Group Name	Date	Description
TML Region 10	Amaa 2500	Buda, TX Regional meeting

#### Other

Type of Meeting	Date	Description
	B. N	

• Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Quarterly Report

Name	Maria Amezcua	Place/Position	Place 3	
			•	

Start Date: August 1st, 2024 End Date: August 30th, 2024

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Tier	Meeting Criteria and Compensation Guidelines			
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)			

## **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Dates	Notes
Regular Scheduled	08/07/2024	Regular Scheduled Meeting
City Council Meetings	08/21/2024	Meeting Canceled
Special Called Council	08/05/2024	Budget Workshop
Meetings	08/20/2024	Workshop
	08/27/2024	Workshop
Public Finance		
Corporation (PFC)		
Tax Increment		
Reinvestment Zone		
(TIRZ)		
Public Improvement		
District (PID)		

City Council Workshop	8/27/2024	6:30 PM
City Council Regular Meeting - Canceled	8/21/2024	7:00 PM
City Council Workshop	8/20/2024	6:00 PM
City Council Regular Meeting	8/7/2024	7:00 PM
City Council Budget Workshop	8/5/2024	6:00 PM

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.

Tie	Meeting Criteria and Compensation Guidelines		
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)		
	*Request budget funding as necessary		

#### Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Capital	No			
Improvements				
Tree Advisory	Yes			
Emergency	No	08/30/2024		
Management				

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

#### Other

Туре	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- \* Quarterly Committee Reports Due October, January, April, July

Tier	Meeting Criteria and Compensation Guidelines
l	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

## **State/County Meetings**

Type of Meeting	Date	Description
Region 10 TML Meeting	8/22/2024	Regular Meeting

## **Community Meetings (minimum of 2)**

Individual/	Date	Description
Group		
HOA:	8/6/2024	Annual Meeting (New Date)
ESD:		
EMS:		
Other:		



Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
1	*Active attendance and participation and provide an update to City Council is a requirement

## **Regional Meetings**

Group Name	Date	Description
CTRMA	08/28/2024	Regular Meeting of the Board of Directors

#### Other

Type of Meeting	Date	Description

• Please submit any backup material for Tier 4 that supports your community involvement and attendance.



#### Regular Meeting of the Board of Directors

9:00 a.m.

Wednesday, August 28, 2024

Lowell H. Lebermann, Jr., Board Room 3300 N. IH-35, Suite 300 Austin, Texas 78705

A live video stream of this meeting may be viewed on the internet at <u>www.mobilityauthority.com</u>

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohi at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

#### **AGENDA**

#### No action on the following:

1. Welcome and opportunity for public comment – See Notes at the end of this agenda.

#### Consent Agenda

See Notes at the end of this agenda.

- 2. Approve the minutes from the June 26, 2024 Regular Board Meeting.
- Prohibit the operation of certain vehicles on Mobility Authority toll facilities pursuant to the Habitual Violator Program.
- Approve an interlocal agreement with the Texas Department of Transportation to colocate personnel at TxTag customer service centers.

Robert W. Jenkins, Jr., Chairman • Nikelle Meade, Vice Chair • David Singleton, Treasurer • Mike Doss, Secretary
• David B. Armbrust • Heather Gaddes • Ben Thompson • James M. Bass, Executive Director



7901 N I-35 | Austin, Texas 78753 512.658-1516 txdot.gov

August 16, 2024

Michael Sexton, P.E. Director of Engineering, CTRMA 3300 N. IH-35, Suite 300 Austin, TX 78705

#### RE: 290 Extension Environmental Study

Mr. Sexton,

We are in receipt of the letter from the Central Texas Regional Mobility Authority ("Mobility Authority") dated June 28, 2024 requesting approval to begin an environmental and schematic study of the extension of the 290 Toll main lanes within and adjacent to the existing US 290 corridor from Manor to Elgin ("Project"). We also recognize the request by the community and state and local elected officials in in studying the US 290 corridor due to the increasing operational and safety issues.

In acknowledgment that the Mobility intends to fund the study of the Project without the use of State funds, the Texas Department of Transportation approves the request to begin the environmental and schematic study of the US 290 toll extension. Please work with the Capital Area Metropolitan Planning Organization for inclusion in the Reginal Transportation Plan.

We look forward to coordinating with the Mobility Authority on this important project for the region.

Sincerely,

Heather Ashley-Nguyen, P.E.

that the Na

Transportation Planning & Development Director

TxDOT Austin District

C: Tucker Ferguson, P.E. Austin District Engineer, TxDOT Daniel Fleishman, P.E. North Travis Area Engineer, TxDOT James Bass, Executive Director CTRMA Jose Hernandez, Chief Financial Officer, CTRMA Scott Ford, Environmental Supervisor, TxDOT Doug Booher, Environmental Affairs Division Director, TxDOT

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# Manor City Council Monthly Report

Name: So	onia Wallace	Place/Position	Council Member 4	
Start Date	: 08/01/2024	End Date:	08/31/2024	

Tiar	Mosting Critoria and Companyation Cuidalines
Tier	Meeting Criteria and Compensation Guidelines
	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Date	Description
O	08/07/2024 08/27/2024	
$\mathcal{O}$	08/05/2024 08/20/2024	

## **Other Meetings**

Type of Meeting	Date	Description
$\sim$	08/13/2024 08/20/2024	Jupiter's ice cream
PFC meeting	08/07/2024	

#### Other

Туре	Date	Description

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

## Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public safety committee meeting		08/19/2024		

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

#### Other

Туре	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- \* Quarterly Committee Reports Due October, January, April, July

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

#### **State/County Meetings**

Type of Meeting	Date	Description
CTRMA	08/28/2024	To present a letter of support for Travis county road projects

## **Community Meetings (minimum of 2)**

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

#### Other

Туре	Date	Description

• Please submit any backup material for Tier 3 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

## **Regional Meetings**

Group Name	Date	Description
Region 10 meeting in Buda	08/22/2024	

#### Other

Date	Description
	Date

• Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: Aar	on Moreno	Place/Position	Council Member Place 5
Start Date:	8/1/24	End Date:	8/31/24

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
Ш	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

## **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Date	Description
City Council Regular Meeting	8/7/24	Attended the regular city council meeting.
City Council Regular Meeting	8/21/24	Meeting canceled

#### **Other Meetings**

Type of Meeting	Date	Description
CC budget workshop	8/5/24	Attended the city council Budget workshop.
CC Workshop	8/20/24	Attended the City Council budget workshop.
CC workshop	8/27/24	Attended the Public safety workshop.

#### Other

Туре	Date	Description
PFC Meeting	8/7/24	Attended the Public Facility Corp meeting.

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

## Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee	NO	8/2/24		Attended the Travis County public health meeting with Pilar Sanchez.
Emergency Management	NO	8/30/24		Attended the Emergency Management Committee.

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description

#### Other

Туре	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- \* Quarterly Committee Reports Due October, January, April, July

## TIER 3

Tier	Meeting Criteria and Compensation Guidelines
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

### **State/County Meetings**

Type of Meeting	Date	Description
CTRMA Meeting		Attended the Central Texas Regional Mobility Authority in Austin. (See attached)

### **Community Meetings (minimum of 2)**

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other:		

### Other

Туре	Date	Description

 Please submit any backup material for Tier 3 that supports your community involvement and attendance.



### Regular Meeting of the **Board of Directors**

9:00 a.m.

Wednesday, August 28, 2024

Lowell H. Lebermann, Jr., Board Room 3300 N. IH-35, Suite 300 Austin, Texas 78705

A live video stream of this meeting may be viewed on the internet at www.mobilityauthority.com

Persons with disabilities. If you plan to attend this meeting and may need auxiliary aids or services, such as an interpreter for those who are deaf or hearing impaired, or if you are a reader of large print or Braille, please contact Laura Bohl at (512) 996-9778 at least two days before the meeting so that appropriate arrangements can be made.

Español. Si desea recibir asistencia gratuita para traducir esta información, llame al (512) 996-9778.

### **AGENDA**

#### No action on the following:

1. Welcome and opportunity for public comment – See Notes at the end of this agenda.

#### Consent Agenda

See **Notes** at the end of this agenda.









## TIER 4

Tier	Meeting Criteria and Compensation Guidelines
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

### **Regional Meetings**

Group Name	Date	Description
TML Region 10 meeting	8/22/24	Attended the TML region 10 meeting in Buda.

### Other

Type of Meeting	Date	Description

• Please submit any backup material for Tier 4 that supports your community involvement and attendance.

# Manor City Council Monthly Report

Name: <b>Deja Hill</b>		Place/Position	Place 6	
Start Date:	8/1/2024	End Date:	8/31/24	

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
III	Schedule/attend meetings Travis County Commissioner Precinct No. 1/County Judge, State Representatives, U.S. Congressman, Host two (2) Community Meetings, and Attend/Engage H.O.A. at least one (1) event
	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
	THE D. I. ASLE D. LA. 114 CARDOGO C. 114 TED.
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

## TIER 1

Tier	Meeting Criteria and Compensation Guidelines
ı	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)

### **City Council Meetings/Special Called Sessions/Workshops**

Type of Meeting	Date	Description
Regular Meeting	8/7	Regular council meeting,
Council Workshop	8/20	Budget Committee

### **Other Meetings**

Type of Meeting	Date	Description
TML Region 10 meeting	8/22	Regional updates, change of officers, ethics presentation
PFC Board Mtg	8/7	Update on the PFC development project on Tower Rd.

### Other

Туре	Date	Description

• Please submit any backup material for Tier 1 that supports your community involvement and attendance.



### **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Scott Moore, City Manager

**DEPARTMENT:** Administration

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on accepting the August 2024 Departmental Reports.

#### **BACKGROUND/SUMMARY:**

- Finance Belen Peña, Finance Director
- Police Ryan Phipps, Chief of Police
- Travis County ESD No. 12 Chris McKenzie, Interim Fire Chief
- Economic Development Scott Jones, Economic Development Director
- Development Services Scott Dunlop, Development Services Director
- Community Development Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court Sofi Duran, Court Administrator
- Public Works Matt Woodard, Director of Public Works
- Human Resources Tracey Vasquez, HR Manager
- IT Phil Green, IT Director
- Administration Lluvia T. Almaraz, City Secretary

**LEGAL REVIEW:** Not Applicable **FISCAL IMPACT:** Not Applicable

**PRESENTATION**: No **ATTACHMENTS**: Yes

August 2024 Department Monthly Reports

#### **STAFF RECOMMENDATION:**

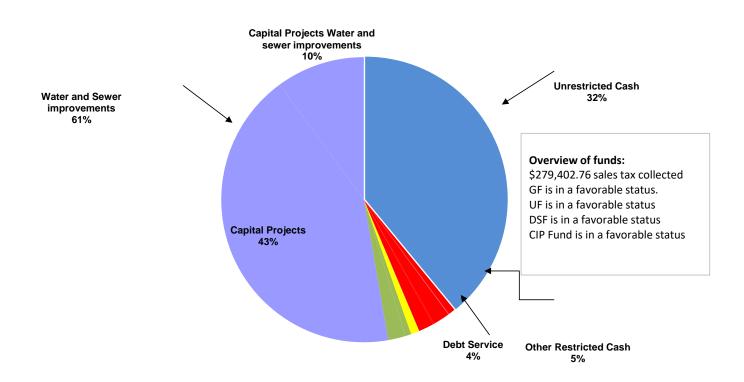
The city staff recommends that the City Council approve and accept the August 2024 Departmental Reports.

None

### **CITY OF MANOR, TEXAS**

## CASH AND INVESTMENTS As Of August 2024

	GENERAL	UTILITY	DEBT SERVICE	SPECIAL REVENUE	CAPITAL PROJECTS	
CASH AND INVESTMENTS	FUND	FUND	FUND	FUNDS	FUND	TOTAL
Unrestricted:						
Cash for operations	24,099,520	13,981,006				38,080,526
Restricted:						
Tourism				762,242		762,242
Court security and technology	69,551					69,551
Rose Hill PID				1,848,705		1,848,705
Manor Heights TIRZ				128,200		128,200
Lagos PID				1,696,616		1,696,616
Entrada Glen PID				20,431		20,431
<b>Customer Deposits</b>		921,317				921,317
Park	672,507					672,507
Debt service			1,896,710			1,896,710
Capital Projects					41,660,886	41,660,886
Water and sewer improvements				9,800,636		9,800,636
TOTAL CASH AND INVESTMENTS	\$ 24,841,578	\$14,902,323	\$ 1,896,710	\$ 14,256,829	\$ 41,660,886	\$ 97,558,327





# Manor Police Department

# Monthly Report August 2024



# **Manor Police Department By The Numbers**

1760  Number of calls for service	57 Average calls per day
Total Training Hours	1215
Mental Health Calls	7
Juvenile Detentions	8

<sup>\*</sup> Includes academy training hours

## **Interactions**



**Community Events** 

**Hosted Events** 



0:03:30

Average response time



2.5

The average number of people an officer interacts with per call.

1.67

The average number of people an officer interacts with per stop.



4400

1,406 5,806

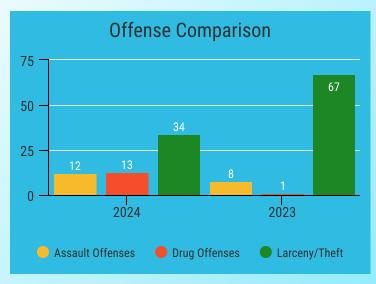
The estimated number with on calls alone.

with on stops alone.

The estimated number The estimated number people officers interact people officers interact people officers interact with total.

## **Criminal Offenses**

### **National Incident Based Reporting System**

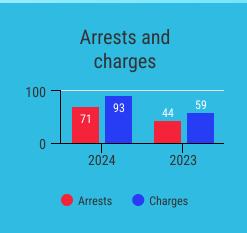


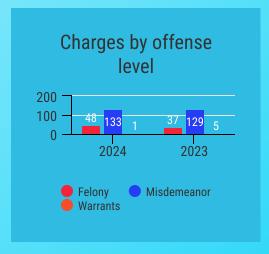
Offense Group	2024	2023
Group A	88	107
Group B	94	66

Crime Type	2024	2023
Persons	15	13
Property	55	85
Fraud	3	3
Crimes against Children	1	0
Other	140	94

### **Incident Reports, Total Offenses, and Arrests**



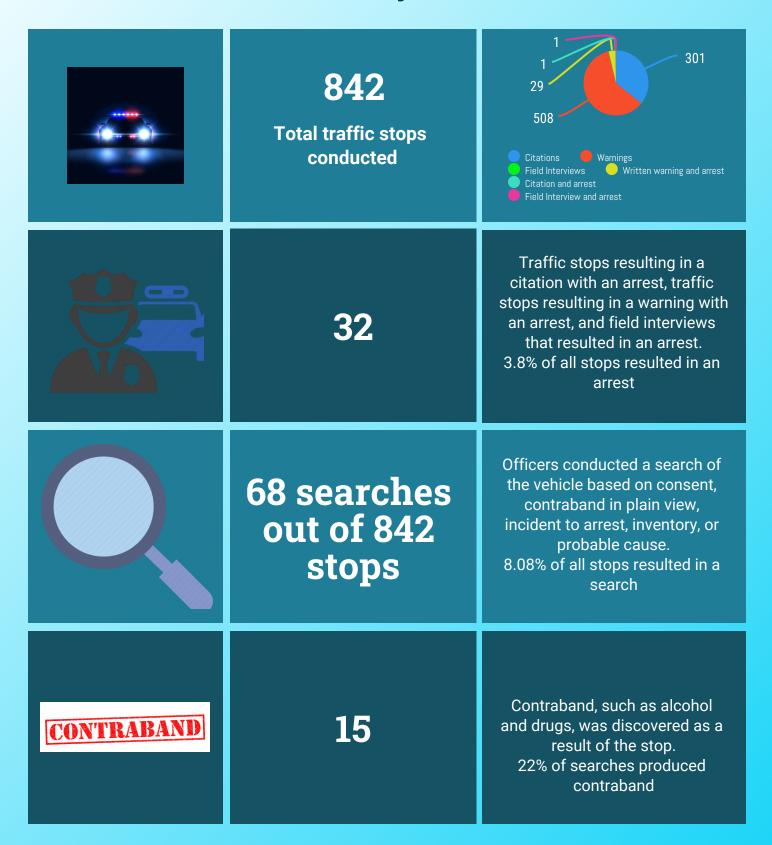




Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

<sup>\*</sup>Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.

# **Traffic Enforcement Analysis**



# **Traffic Enforcement Analysis**



Responded to 67

O Involving Alcohol or Drugs 37 DWI Arrests

# DWI Arrests by the numbers\*

Law Enforce Data Rep	ement Advanced orting System	Manor Police Department DWI Profile - August 2024						
Sun	ıday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturd	ay
1	8	4	5	1	5	4	10	
<u>Tota</u>	al Cases		30	Reason for C	ontact		12 AM	5
	37	Hispanic	30	Weaving/Fail to mair	ntain single lane	18		
	0,			Requested by other	officer	8	1 AM	4
				Speeding		7		
Averag	0 PAC: 0 1/12	White	4	911 call or Dispatche	ed	7	2 AM	13
Averag	e BAC: 0.143		40	Suspicious Vehicle/W	lelfare Concern	5	2.00	13
				Driving on other than	n designated roadway	5		
				Turning with a wide	radius or improper turn	4	3 AM	2
		Black	3	Stopping problems (	too far, too short, or to jer	4		
				Driving in opposing I	anes or wrong way	4	4 AM	3
Y				Varying speed		3		
19%	81%	Suspe	cted Impairment	Stopping in lane for r	no apparent reason or unre.	. 3	12 PM	1
N 400,0400				Ran stop sign/light		3	700.00	
	_	Alcohol Only	30	<b>Expired Registration</b>		3	8 PM	1
Under 21	3	Alconol Uniy	50	Almost striking object	ct or vehicle	3	o Pivi	1
21 to 29	9			Improper or unsafe la	ane change	2		
30 to 39	11	Alcohol and	<u> </u>	Following too closely	1	2	9 PM	4
30 (0 33	8 <u>1</u> 17 1	Drug	5	Failure to signal or si	ignal inconsistent with acti.	. 2		
40 to 49	9			Unnecessary acceler	ation or deceleration	1	10 PM	3
50 to 59	4			Slow or failing to res	pond to officer's signals	1		
		Drug Only	1	Inappropriate or unu	sual behaviour (throwing	1	11 PM	1
Over 60	1			Driving without head	llights at night	1		





### **Travis County Emergency Services District No.12**

### Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

### **Operational/Prevention Summary – August 2024**

Calls - Month	<u>Cal</u>	Calls - CYTD	
2024 - 477 (+1.4%)	Eng1201 - 211	SQ1201 - 129	<del>2024 - 3376 (+2.2%)</del>
2023 - 470 (+4.9%)	Eng1202 - 115	Trk1203 - 90	2023 - 3302 (+4.2%)
2022 - 448	Bat1201 - 47	FMO1201 - 9,	2022 - 3167
	SQ1203 – 161	182 call reviews	
	SO1205 - 75		

**AVG Response Time - Month** 

**AVG Response Time - CYTD** 

9 min, 27 sec

9 min, 10 sec

Aiding Departments	Month	Month	CYTD	CYTD
	Received	Given	Received	Given
Austin FD	2	8	33	21
Bastrop Co. ESDs	0	1	0	3
BT1/ESD 13	0	0	0	1
Elgin VFD	0	0	0	1
TC ESD 2	6	7	34	79
TC ESD 11	4	1	21	2
TC ESD 10/9/6/3	2	0	2	0
WILCO Dept's	0	0	0	1
TOTAL	14	17	90	108

### **Incident by Type**

100 Fire	95	200 Rupture/Explosion	0	300 EMS/Rescue	325
400 Hazardous Condition.	8	500 Service Call	26	600 Good Intent.	13
700 False Calls	10	900 Other	0	800 Nat. Disaster	0

### **Training and Events**

- DCPE Cardiac
- TAC Cyber Security Training
- Fire Rescue Academy online classes
- Hose Testing
- Back to School Haircuts at The LAB
- Back to school morning drop-offs
- Stn1201 Tour

### **Awards and Recognition**

- BC. Brackett 10yrs.
- BC. Tapia 6yrs.
- PIO. Buth, FE. Michaelsen, FF. Uhlaender, FF. Hubenak, and FF. Dominguez 2yrs.





## **Travis County Emergency Services District No.12**

### Office of the Fire Chief

11200 Gregg Lane. • PO Box 846 Manor, Texas 78653 O: 512-272-4502 • F: 512-428-5114

## **Operational/Prevention Summary – August 2024**

### **Prevention Division Activities (ESD/CoM)**

Builder   Developer Mtgs	2 (0/2)	Site Visits	81
Reviews	39 (20/19)	Initial Inspections	81 (39/42)
Under Review	21 (12/9)	Reinspection	3 (1/2)
Re-submittals	22 (8/14)	Residential Inspections	1 (0/1)
Approvals / Permits Issued	26 (10/16)	Investigation Responses	5 (4/1)
Awaiting Response from Applicant.	12 (6/6)	Hydrant Inspections/Tests	3
Review Turn-Around (AVG last 30	days) 15 days		

###





To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: September 18, 2024

RE: August 17 to September 13 Economic Development Department Activity

- Completed presentation and met with Opportunity Austin Team, toured Manor project activity with them 9/9; attended OA Regional Partners' Meeting 8/29;
- State of TX Comptroller's Office Economic Development Symposium San Marcos;
- Virtual meeting with Hyatt Brown team regarding PPP for City Hall, site selection, and project management;
- Completed Solid Waste & Recycling RFP process, review, evaluation, contract comments and legal coordination with contractor;
- Reviewed Catalyst Commercial's Downtown Strategic Plan;
- Met with TXP regarding future industrial TIRZ and area/properties to be included;
- Attended TxEDC Investor Summit & ED Luncheon w/ Gov. Abbott;
- Met with Identity Capital (developer) regarding 2 big box opportunities for Manor and site availability/pricing/utilities;
- Met with Roman Sendejas to source Cyrus One and Yondr for data center prospective development in Manor, reviewed real estate requirements and potential sites;
- Met w/ Aquila brokerage team re: leasing balance of Ryan building; Christian Garcia re: design for Manor Grocery remodel;
- Met with Venu Reddy on Ginsel tract: sent sample DA/380 for Manor Commons 3 for John Cox to use as template;
- Met regarding Manor EDA application additional requirements and procedures;
- Virtual meeting with BuildBlock, legal and Development Services re: DA and 380 agreements on all 3 Boyce St. projects downtown; negotiated redlines; end of September expectation for completion;
- Met with Huma Patel re: future development projects; referred Danny's BBQ to Dwyer Properties for food truck temp. location; called Gildon parcel re: overflow parking behind Manor Grocery; called Han's re: human resources specifics;
- Manor Chamber of Commerce Economic Development Presentation;
- Met with Hunden Partners to review preliminary presentation on 236 acre Feasibility Study;
- Attended 2 Regular Council Meetings, 3 City Staff Meetings.

# DEVELOPMENT SERVICES DEPARTMENT REPORT PROJECT VALUATION AND FEE REPORT

### August 1-31, 2024

Description	Projects	Valuation	Fees	Detail
Commercial / Education				
Certificate of Occupancy (C)	1	\$0.00	\$173.00	A&G Insurance Agency
Electrical (C)	3	\$6,400.00	\$1,136.00	
Foundation (C)	1	\$68,000.00	\$163.00	
Irrigation (C)	3	\$77,600.00	\$12,325.50	
New (C)	2	\$25,365,238.94	\$240,059.90	Frost Bank / Home Depot
Sign (C)	2	\$24,000.00	\$741.00	
Totals	12	\$25,541,238.94	\$254,598.40	
Residential	<del>-</del>		<u> </u>	
Accessory (R)	1	\$2,406.00	\$138.00	
Deck/Patio (R)	1	\$4,000.00	\$138.00	
Electrical (R)	2	\$37,345.00	\$276.00	
Foundation Repair (R)	1	\$14,000.00	\$123.00	
Irrigation (R)	55	\$104,300.00	\$7,590.00	
Mechanical-HVAC (R)	1	\$4,580.00	\$138.00	
New (R)	45	\$13,196,517.50	\$387,712.25	
Plumbing (R)	2	\$2,200.00	\$276.00	
Totals	108	\$13,365,348.50	\$396,391.25	
Grand Totals	120	\$38,906,587.44	\$650,989.65	

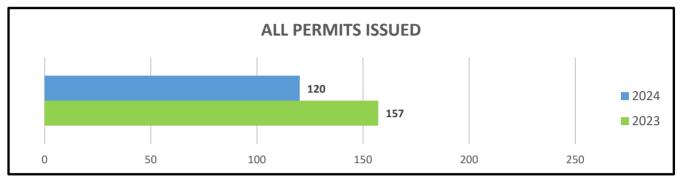
Total Certificate of Occupancies Issued: 53
Total Inspections(Comm & Res): 1,574
Michael Burrell, Development Services Interim Director



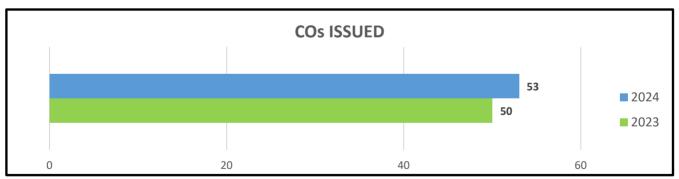


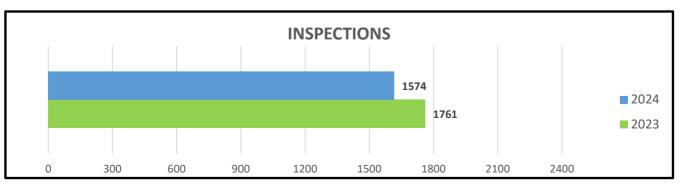
# August 2024

DEPARTMENT OF DEVELOPMENT SERVICES MICHAEL BURRELL, INTERIM DIRECTOR









<sup>\*</sup>Charts displayed at different scales





People. Principles. Purpose. Partnerships.

To: Mayor and City Council Members

From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager

Date: September 18, 2024

**RE:** Community Development Department August Report

#### **AUGUST EVENTS**

### Movie Night Out - Coordinated Event

Friday, August 2<sup>nd</sup> – Seating started at 7:30pm and movie at dusk Timmermann Park, 12616 Skimmer Run, Manor, TX

Movie Shown: The Marvels

Approximate Attendees = 10

Sponsors:

- Forsythe Brothers sponsored Popcorn

### **Movie Night Out - Coordinated Event**

Friday, August 9<sup>th</sup> – Seating started at 7:30pm and movie at dusk

Timmermann Park, 12616 Skimmer Run, Manor, TX

Movie Shown: Migration Approximate Attendees = 25

Sponsors:

- Independent Financial sponsored the movie night
- Forsythe Brothers sponsored Popcorn
- HUMANA sponsored Pizza

### **EVENTS SUPPORTED BY THE CITY**

### **Back2School Haircut Event**

POC: J'Rod Frank

Sunday, August 11<sup>th</sup> from 10:00 AM to 4:00 PM The Lab Barbershop, 201 E. Parsons St. Manor TX

City Support with the following:

- Creation of event flyer and marketing materials
- Waived the street closure/special events, staff, and equipment (barricades) fees
- Four (4) 10'x10 tents
- Police patrol

Final event Report by J'Rod Frank – NOT RECEIVED





### **UPCOMING EVENTS**

### **Hispanic Heritage Celebration**

Saturday, October 5<sup>th</sup> from 12:00 PM to 6:00 PM Timmermann Park, 12616 Skimmer Run, Manor, TX

Description: The City of Manor is celebrating and recognizing the culture, history, and achievement of Hispanic Americans in our community with a Hispanic Heritage Celebration. There will be food vendors, market vendors, live music, games, and cultural performances.

### **COMMUNITY COLLABORATION**

- Manor ISD Stuff the Buss August 3<sup>rd</sup>
- Back2School Haircut event walkthrough with J'Rod August 5<sup>th</sup>
- Manor Chamber of Commerce Monthly Meeting August 8<sup>th</sup>
- Back2School Haircut event August 11<sup>th</sup>
- Keep Manor Beautiful Meeting August 19<sup>th</sup>
- Jupiter's Ice Cream Ribbon Cutting August 13<sup>th</sup>
- Community Collaboration Board Meeting August 28<sup>th</sup>

### TRAINING, EDUCATION, SEMINARS, WORKSHOPS, WEBINARS, ETC.

- Biz101 migration training August 14<sup>th</sup>
- NRPA Leadership Development Network Webinar August 14<sup>th</sup>
- MECA training August 20<sup>th</sup>
- TML Region 10 Regional Meeting August 22<sup>nd</sup>
- DOJ Title II Ruling Training: Understanding the New DOJ Ruling on Web and Mobile App Accessibility for State and Local Governments August 29<sup>th</sup>

### **COUNCIL MEETINGS**

- City Council Budget Workshop August 5<sup>th</sup>
- City Council Meeting August 7<sup>th</sup>
- City Council Budget Workshop August 20<sup>th</sup>
- City Council Meeting August 21st
- City Council Meeting August 27<sup>th</sup>

### **OTHER MEETINGS**

- Staff weekly meetings
- Bright Showroom Tour August 5<sup>th</sup>
- Marketing Plan for FY 24-25 meeting with Townsquare Media August 5<sup>th</sup>





### People. Principles. Purpose. Partnerships.

- Consultation with Steve from Premiere Events August 6<sup>th</sup>
- Mayor's Ball Planning Meeting August 6<sup>th</sup>
- Consultation with Lily Grace Catering for Mayor's Ball August 6<sup>th</sup>
- Meeting with Adam Grumbo, photographer August 9<sup>th</sup>
- Consultation with Michelle from Golden Shovel Agency August 7<sup>th</sup>
- Consultation with Tyler from Placer.AI August 7<sup>th</sup>
- Meeting with Jason from Xplore Recreation August 7<sup>th</sup>
- Consultation with Ari from Gourmet Gals Catering & Events for Mayor's Ball August 6<sup>th</sup>
- Consultation with Texas Professional DJ for Mayor's Ball August 8<sup>th</sup>
- 2<sup>nd</sup> Meeting with Jason from Xplore Recreation August 12<sup>th</sup>
- Meeting with Michelle from Texas Film Friendly Communities (TFFC) August 12<sup>th</sup>
- Meeting with Lesly from myDental August 16<sup>th</sup>
- Parks & Special Events Fees Review August 16<sup>th</sup>
- Meeting with Osvaldo Ambis from Deportivo Miranda (DM)– August 16<sup>th</sup>
- Meeting with Hunden Associates August 19<sup>th</sup>
- Biz 101 QPR: Qwally August 20<sup>th</sup>
- Photos & Interviews for end of FY August 21st
- Meeting with CTX Learning Fest August 22<sup>nd</sup>
- Veterans Day Ceremony planning meeting with Matt Samaripa August 26<sup>th</sup>
- Consultation with Phillis from The Train Quest LLC August 27<sup>th</sup>
- Meeting with the new POC for the Mayor League Eaters, Oliver Brooks August 27<sup>th</sup>
- City Website kick-off Meeting with Allison Hill from CivicPlus August 28<sup>th</sup>
- Consultation with Tabithia from SoHo Catering for Mayor's Ball August 29<sup>th</sup>
- City Website meeting with Phil August 30<sup>th</sup>
- Meeting with Phillis from Texas Winter Park August 30<sup>th</sup>

#### COMMUNITY PROGRAMS AND ENGAGEMENT

- Manor Youth Advisory Commission
  - o Recruitment event Manor ISD Back-to-School Bash August 10<sup>th</sup>
  - o Social Media Recruitment Campaign started on August 12<sup>th</sup>
  - o Meet with Jacqueline from TML Youth Program August 13<sup>th</sup>

#### **OTHER**

- Live streaming of the 2024 Ballot Placement Drawing for Candidates in the November 5<sup>th</sup> General Election
- Update and draft ordinances for Parks and Special Events





### People. Principles. Purpose. Partnerships.

- Draft ordinance for Parks and Special Events
- Finalize Park & Amenities Reservation Application
- Update Texas Film Friendly Communities (TFFC) fees and application
- Create Facilities and Special Events Application
- Create marketing materials and schedule weekly social media posts for the city
- Update the FY 24-25 City Events Schedule
- Weekly city website updates
- Managing and updated all city's community engagement platforms
- Coordinate, plan, and organize the following upcoming events:
  - o Hispanic Heritage Month September 5<sup>th</sup>-October 15<sup>th</sup>
  - o Hispanic Heritage Celebration October 5<sup>th</sup>
  - Veterans Day November 11<sup>th</sup>
  - o Fall Movie Night Out November 15<sup>th</sup>
  - o Texas Arbor Day November 16<sup>th</sup>
  - o Holiday in Manor December 7<sup>th</sup>
  - o Mayor's Ball December 12<sup>th</sup>
- Work with CivicPlus on the creation and delivery of the new City Website.
- Daily duties as the Heritage & Tourism Manager



Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

# **AUGUST 2024 Court Report**

Violations Filed	2024	2023	Violations Filed ■2023 ■2024 Totals: ■441
Traffic	364	421	390
State Law	17	6	Parking 6 1
City Ordinance	8	6	Code Enforcement $\begin{pmatrix} 2 \\ 0 \end{pmatrix}$
Code Enforcement	0	2	City Ordinance §
Parking	1	6	State Law 6 <sub>17</sub>
Totals:	390	441	Traffic 421
Completed Cases	2024	2023	Completed Cases 2023 2024
Driver Safety Course	22	9	Totals: 293 620
Deferred Disposition	111	15	Paid in Full 245 429
Insurance Compliance	3	0	Prosecutor Dismissal 17 <sub>42</sub>
Other Compliance	13	7	Other Compliance 7 <sub>13</sub>
Prosecutor Dismissal	42	17	Insurance Compliance  O <sub>3</sub> Deferred Disposition
Paid in Full	429	245	Till
Totals:	620	293	Driver Safety Course 9 <sub>22</sub>
Warrants Issued	2024	2023	Warrants Issued ■2023 ■2024
Arrest Warrants	100	46	Totals: 69
Capias Pro Fine Warrants	19	17	Other Warrants 0 0
Search Warrants	10	6	Search Warrants 6 10
Other Warrants	0	0	Capias Pro Fine Warrants
Totals:	129	69	Arrest Warrants 46
Money Collected	2024	2023	Money Collected 2023 2024
Retained by the City	\$53,154.86	\$42,264.24	\$63,429,42 \$78,463.73
Remitted to the State	\$25,308.87	\$21,165.18	Remitted to the State \$21,165.18 \$25,308.87
Totals:	\$78,463.73	\$63,429.42	Retained by the City \$53,154.86
			400,101.00
Non-Cash Applied	2024	2023	Non-Cash Applied ■2023 ■2024
Community Service cases	3	3	Totals:
Jail Credit cases	15	6	Waived for Indigency cases 10
Waived for Indigency cases	6	10	Lail Cradit acces
Totals:	24	19	Community Service cases 3 3





To: Mayor and City Council Members

From: Matt Woodard, Director of Public Works

Date: September 18, 2024

**RE:** August Monthly Report

# Public Works Department

### Street and Public, Parks, and Maintenance Department

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

### Water and Wastewater Department

In August, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant.

A demo camera was installed at the Clearwell location to prevent the vandalization of water tanks.

### Water Production & Purchase

In August, 26 % of the water we supplied to our residents was from our wells, and we purchased 74 % from EPCOR and Manville WSC.

# CITY OF MANOR CAPITAL PROJECT STATUS REPORT PUBLIC WORKS DEPARTMENT August 28th, 2024

	Aug	ust 28th, 2024	1
PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION
	DESCRIPTION		COMPLETE/PHASE
Bastrop/Parsons	12" gravity	Trench repair complete;	99%
Gravity Main	wastewater main	contractor wants additional	
14627 – Addendum		money for additional work that	
#56	The contractor is	needed to be done to complete	
	Guerra Underground,	repairs. Bastrop has not been	
	LLC	paved yet. Reached out to City	
		Legal, but have not heard	
		anything back. Working on	
		preparing the abandonment	
		letter.	
Cottonwood Creek	The northern	The Punchlist is completed waiting	99%
Phase 2 Wastewater	extension of the	on administration documents for	
Line Extension 14693 - SOW No. 5	gravity wastewater line in Cottonwood	final acceptance and release of	
14095 - 30W NO. 5	Creek Basin	retainage/final pay app.	
	The contractor is R		
	Construction		
Manor Commercial	Phased wastewater	Phase 1: Bidder recommendation	Phase 1 Construction
Park WW Collection	collection system	going before council Sept 4 <sup>th</sup> .	Phase
System	improvements for the		
15072 – SOW No. 7	Beltex area	Phase 2: Submitted additional	Phase 2 Construction
		information per TCEQ comments	Documents
		3/8 (review period is 100-150 days).	
		uaysį.	
Gregg Manor Road GST	Ground storage tank	Construction is underway.	Construction Phase
and Pressurization	and water	Reviewing submittals. Meeting	
Facilities	pressurization	this week with contractor onsite	
15110 - SOW No. 10	facilities for the EPCOR	for project schedule update.	
	water delivery point		
	The contractor is CC Carlton		
FM 973 and US 290	Water line extensions	Acquiring easements. Plata	Working on easement
Water Lines, CIP W-15	along FM973 and US	Holding Parcel is being re-	acquisition and
& W-16	290	appraised for 30' PUE.	addressing
15110.01 - SOW No. 10		app. alsea for 50 f 61.	issues/concerns about
			easements from
			property owners.
1	1		1 16 - 17 - 111 - 111

Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth  The contractor is JM Pipeline	Bell Farms Lift Station working on the punchlist this week. Site work. Startup scheduled 9/5.  Presidential Glen. Site work remaining. Waiting on new TAC PAC unit.  Change order (deduct and contract days due to weather and other delays) to be submitted shortly. Final completion 9/13.	Construction documents 100%. Bid phase 100% Construction phase 99%
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin The contractor is Santa Clara Construction	Revegetation is to occur in October.  The pipe bedding and true-up change orders are to be submitted shortly.	Construction phase 99%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Sealed final plant plan revisions for all city-requested changes and submitted to Manor on 8/27/2024. List of revisions to be delivered shortly.	Construction Documents 100%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Nearing 90% submittal for plans.	Design Phase Engineering

Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; develop improvements to address capacity needs	<ul> <li>Revised Report Submitted 6/17.</li> <li>Plan was reviewed with the combined Capital Committee and Council at the workshop the week of August 12.</li> <li>Adding an appendix regarding ongoing model maintenance, then will submit a sealed report with any revisions tracked.</li> </ul>	Completed
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Currently updating the water model. Finalizing report. Will be doing fire flow testing for water model confirmation. Meeting with Raftelis this week to discuss response to their comments.	Report Phase – making revisions based on City and Raftelis comments.
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	Meeting to be held September 11. Preparing engineering report and fee recommendation for the September Meeting.	The next meeting will be on September 11.
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Revising the site layout based on grading provided by the project engineer.	Construction documents at 75%
FY2022 Tax Note- Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	Currently working on finalizing FM 973 N waterline plans. The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall.	Construction plans are being worked on. Finalizing plans to go out for bid in September.

Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	The comment period ended on 3/25/2024. A total of 2 comments and 12 hearing requests have been received. Left five messages for permit writer, called new Municipal Permit Team Leader and left message.	Permit Comment
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding  The contractor is Smith Paving	Draft change order to be presented at September 4 Council meeting. (August 21 meeting was canceled)	Change order to be presented to Council at September 4 meeting.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro  The contractor is Lonestar Paving	Received closeout documentation. Change order to remove items from the project will be presented at September 4 Council meeting along with an agenda item to allow Scott Moore to send closeout documents to Cap Metro.	Project will be wrapped up after September 4 Council meeting.
2024 SSES	SSES investigations in the next leakiest basin from the 2022 flow monitoring	Tunnel Vision is done, we will send to Raymond a list of ~4 lines that his crews can try to CCTV if they have time. But these aren't crucial for the project overall so we'll be finalizing draft report and submitting in 2 weeks.	Draft report due in 2 weeks
Wilbarger Creek WWTP Expansion	Expansion of the existing Wilbarger WWTP from 1.33 to 2.0 MGD, sludge digestion, thickening, and dewatering.	Met with City staff on 8/14/24 to discuss review comments 30% design level plans. GBA will attempt to arrange trip to Bee Cave to view solids handling facility. Ongoing work on design.	40% Design Level

East Travis Regional WWTP Permit	TCEQ Permit application for Manor's 98-Acre site for East Travis Regional WWTP	SOW on September 4 <sup>th</sup> City Council Agenda	
Cottonwood Creek WWWTP Permit Renewal	TCEQ Permit renewal application for Cottonwood Creek WWTP	SOW on September 4 <sup>th</sup> City Council Agenda	
Wilbarger Creek WWTP Permit Renewal	TCEQ Permit renewal application for Wilbarger Creek WWTP	SOW on September 4 <sup>th</sup> City Council Agenda	

### **Streets and Parks Monthly Report August 2024**

### **Daily Duties and Projects 8-1-2023 / 8-31-2023**

### Streets Maintenance

Cleaned drainage ditch at 308 W. Townes St.

Worked Back to School event. Set up barricades and tents on Burnet St.

Cut and removed a tree blocking the drainage at 301 W. Eggleston St.

Cleaned lot west of the Cemetery for a survey.

Stop sign repair on Emu Ln.

Striped City Hall parking lot.

Trimmed PD trees.

Stop sign repair at Hubert Humphrey Rd. and Andrew Johnson Dr.

Repaired and replaced flood gate on Lexington St.

Pothole repairs at 702 E. Parsons St, 19700 W.T. Gallaway, Bois D Arc, Smith Gin, James Manor, Athens St, and Johnson Rd,

Crack sealed on Eggleston St, W. Wheeler St, N. Lockhart St, Cemetery Rd, N. Lampasas St, N. San Marcos St, E. Townes St, E. Rector St, N. Burnet St, Andesile Rd, Tinajero Way, Carbrook Rd, and Cambrian Rd,

Trimmed tree limbs over sidewalks on Lexington St.

Trimmed tree limbs hanging low on the streets at Hamilton Point, Wedding Dr, Canopy Ln, and W. Parsons St.

### Parks Maintenance

Set up and take down for the movies in the park.

Mowed and trimmed E. Manor Development # 1.

Mowed the cemetery.

Power washed City Hall twice on the south and east sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities.

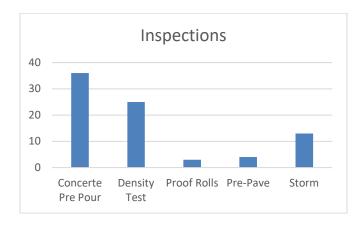
Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle & equipment checks and maintenance.

### MS4 Storm drain inspections monitored New/Construction under warranty

748 - inspections are done this month.

2 - MS4 reports summited this month as required by TCEQ.



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

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021 still waiting.

Presidential Heights Phase 5-2-year walkthrough has been done, contractor in process of repairs. September 2022.

Presidential Heights Phase 4-2 years walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Manor Heights – Phase II Sec. 1B & 2B Contractor in building process.

Manor Heights – Phase II Sec.2 Contractor in the building process.

Manor Heights – Phase III Sec. 1- Homes are being built.

Manor Heights Phase III Sec. 2 – Homes are being built.

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract)-Development process.

Logos Phase 3- Waiting on homes to be built.

Logos Phase 4- Homes are being built.

Logos Phase 5- Homes are being built.

Palomino Subdivision – Homes are being built.

Presidential Glen Commercial WW – In the building process.

Manor Heights Medium Density -Not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – Building process.

Presidential Glen Townhomes – Not started.

Las Entradas Section 3- Waiting to be built.

Las Entradas Section 4 – Waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 & Murchison – Has not started.

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Eggleston Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

Cap Metro Contracted roads are in the process of being prepped for paving.

### **Cemetery Report:**

August 5, 2024- Monitored the cemetery.

August 7, 2024 – Monitored the cemetery.

August 8, 2024 – Monitored cemetery.

August 9, 2024 – Monitored the cemetery and picked up the trash.

August 11, 2024 – Met with Mr. Bennett on his great -great grandfather's headstone. It's missing a base. Mr. Bennett will make the base in cooler weather.

August 13, 2024 - Monitored the cemetery.

August 15, 2024 - Monitored the cemetery.

August 17, 2024 – Monitored the cemetery.

August 19, 2024 – Monitored the cemetery.

August 21, 2024 - Monitored the cemetery.

August 24, 2024 – Received a call about a 6-month burial. Scheduled an appointment.

August 24, 2024 – Appointment canceled Family changed the burial location.

August 29, 2024 – Relocated cement bases of persons who placed them in the cemetery without permission and did not live in the Manor City Limits. Notified Family.

August 30, 2024 – Monitored cemetery.

Scheduling a cemetery clean-up in September when the weather is cooler.

# WATER/ WASTEWATER MONTHLY REPORT AUGUST

WASTEWATER	TASK COMPLETED	
SERVICE CALLS	8	
SEWER BACKUPS	7	
LIF STATION CALLS	8	
LIFT STATION WORK		
Manholes Repaired		
CAMERA LINES	28 7,254 FT.	
TAPS		
Lines Repaired	12	
LINES LOCATED	9	
Lines Cleaned		
MANHOLES PLUS LINES CLEANED	42 10,754 FT.	
SEWER SMELL		
CLEANOUT REPAIRS	4	
BUILDING MAINTENANCE		
SCADA TROUBLESHOOTING		
WATER	TASK COMPLETED	
SERVICE CALLS	34	
WATER LEAKS SERVICE LEAKS	1	
CUSTOMER LEAKS	11	
WATER MAIN REPAIRS	1	
WATER LINE REPLACEMENT		
HYDRANT MAINTENANCE		
HYDRANT FLUSHED	50	
HYDRANT REPAIR/REPLACED		
ISOLATION VALVE MAINTENANCE		
ANGLE STOPS REPLACED	2	
LINES LOCATED	9	
Wholesale Brown Water	2	
Brown Water	2	
WATER PRESSURE	3	
WATER TURN ON/OFF	10	
BAC T SAMPLES	20	
JOBSITE CLEANUP AND RESTORATION	5	
METER INSTALL		
Inspections		
SITES	57	
MANHOLES INSPECTED		
CONSTRUCTION METER SET	2	
CONSTRUCTION BAC T	3	
Densities	46	





To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Date: September 18, 2024 RE: August Report 2024

### **Meetings and Events:**

### HR Workshop Roundtable Meeting

August 8, 2024 August 22, 2024

### **Staff Meetings**

August 6, 2024 August 20, 2024 August

### City Events:

4<sup>th</sup> of July

### City Council Meetings

August 7, 2024 August 21, 2024

### City Council Budget Workshop

August 5, 2024 August 20, 2024

### August 2024

- August 2- Movies in the Park helped with the initial movie and popcorn.
- August 5- Analysis meeting with 3rd party iSolved for COBRA and FSA portions of the City benefits.
- August 5- met with the Thompson Safety team regarding safety options for the City.
- August 6- Met with SHRM regarding the 2025 convention and possible scholarship opportunities.
- August 7- TDEM training for Disaster Accounting Basics.





- August 8- I met with Tyler Technologies to discuss the scope and alignment of the Time and Attendance module for the new timekeeping process for staff.
- August 9- Texas Workforce Commission training Southpark Hotel.
- August 14- VICTIG meeting on an outside third-party vendor that processes reference checks, education verification, backgrounds, etc.
- August 14- FMLA paperwork with the employee.
- August 19-23-9 am through 12 pm, Tyler payroll module training for Finance and HR.
- August 22- EFM meeting with representative, City Manager, and Finance Director.
- August 23- Development Services meeting.
- August 28- Welcome meeting with a Renaissance Life and Health representative.

Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.





To: Mayor and City Council Members

From: Phil Green, IT Director

Date: September 18, 2024

**RE:** August Monthly Report

The following are accomplishments from August.

- 1. AT&T has finished all the fiber work and will now start the network installation and configuration. Cutover scheduled for 8/17.
- 2. Roll out new surveillance cameras. Scheduled to begin week of 8/12
- 3. Swagit! Install Completed
- 4. Test a camera system for the well sites for Public Works. One for Public Works installed and being evaluated.
- 5. 94 Tickets opened for the month, and 92 of those closed. Top contributors PD = 18, City Hall = 65, Public Works = 11. No tickets are waiting for customer response or contractor fulfillment.





To: Mayor and City Council Members

From: Lluvia T. Almaraz, City Secretary

Date: September 18, 2024

Re: August 2024 – Monthly Report

# City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3	3	3	3	4				
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2	3	3	3	1				
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2	7	8	2	2				
Resolutions	Resolutions written and processed	2	1	2	8	3	2	5	3				
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1	3	0	0	0				
Deeds/ Easements	Executed and Recorded	3	7	1	4	7	0	3	0				
Annexations	Prepared & Recorded	0	0	0	0	0	1	1	0				
Public Improvement Districts	Agreements approved & and executed	0	0	0	0	0	0	0	0				
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9	6	14	7	7				
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0	1	0	1	0				



Purpose. Partnerships.



Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0	0	0	0	0		
Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1	2	0	0	0		
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0	0	0	0	0		
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +	0	0	0	0		
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42	32	44	50	36		
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25	22	29	25	31		

### **COUNCIL MEETINGS**

- Council Regular Meetings August 7<sup>th</sup>
- Manor PFC Meeting August 7<sup>th</sup>
- City Council Budget Workshop August 5<sup>th</sup> and August 20<sup>th</sup>
- City Council Workshop Executive August 27<sup>th</sup>

### **OTHER MEETINGS**

- Consultation Meeting with Lily Grace Catering (Mayor's Ball) August 6<sup>th</sup>
- Consultation Meeting with DJ (Mayor's Ball) August 8<sup>th</sup>
- Staff Meeting August 6<sup>th</sup> and 20<sup>th</sup>
- TML Region 10 Meeting, Buda, Texas August 22<sup>nd</sup>
- Ballot Drawing August 26<sup>th</sup>
- CA and CM Meeting August 26<sup>th</sup>





### TRAINING/EDUCATION/SEMINARS/WEBINARS

• CDI/ Laserfiche Folder Structure Training – August 13<sup>th</sup>

### **TEAM BUILDING**

• Summer Bash Typhoon Texas Waterpark – August 24<sup>th</sup>

### **OTHER**

 Ongoing daily duties and responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties, and Customer Service.



### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Michael Burrell, Interim Development Services Director

**DEPARTMENT:** Development Services

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on revisions and inserts to the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.

### **BACKGROUND/SUMMARY:**

On June 17, 2024, City Council approved the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement. After approval of the amendment, Developer's counsel requested that two additional owners be inserted into the amendment including their signature pages. City legal reviewed the inserts requested and has no issue in inserting the two additional owners so that the correct parties are part of the agreement. In addition, Developer's legal counsel confirmed that the owners were actual owners before the amendment was approved by City Council and were inadvertently left off. Attached are the redline pages providing the revisions and inserts and an updated final Fifth Amendment for City Council's consideration.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney

FISCAL IMPACT:

PRESENTATION: No ATTACHMENTS: Yes

- Fifth Amendment Redline and Inserts
- Fifth Amendment to Development Agreement

### STAFF RECOMMENDATION:

Staff recommends that the City Council approve the revisions and inserts to the Fifth Amendment to the Butler/East Hwy 290 & 13100 N. FM 973 (Manor Crossing) Development Agreement.

### FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT

(Butler/East Hwy 290 & 13100 N. FM 973)

### RECITALS

- A. WHEREAS, the City, Butler Family Partnership, a Texas limited partnership ("Butler") and FM973 entered into that certain Development Agreement dated June 15, 2022 and, that certain First Amendment to Development Agreement dated April 19, 2023, relating to the development and improvement of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-use project, as more particularly described therein.
- B. WHEREAS, the City, Butler, Gencap and FM973 entered into that certain Second Amendment to Development Agreement dated June 7, 2023.
- C. WHEREAS, the City and FM973 entered into that certain Third Amendment to Development Agreement dated December 20, 2023, and that certain Fourth Amendment to Development Agreement dated February 21, 2024 (the Development Agreement, as amended as described herein is hereinafter referred to as the "Agreement").
- D. WHEREAS, Section 7.6(b) of the Agreement provides that to the extent a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then the Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification

	WAFFLE HOUSE, INC., a Georgi	a corporation
	By: Name: Title:	=
STATE OF §		
COUNTY OF §		
This instrument was acknow by , the	ledged before me on the day of of WAFFLE HOUSE, INC., a Georgi	, 2024,
behalf of said corporation.		
[SEAL]	Notary Public, State of	
<del></del>	My Commission	Expires:

	CHICK-FIL-A, INC., a Georgia c	orporation_
	By: Name: Title:	
STATE OF § COUNTY OF §		
This instrument was acknow by, the	wledged before me on the day of of CHICK-FIL-A, INC., a Georgia corpor	
[SEAL]	Notary Public, State of	Expires:
•		

5th Amendment to Development Agreement

# FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (Butler/East Hwy 290 & 13100 N. FM 973)

This FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Fifth Amendment"), is
entered into as of the day of, 2024 (the "Fifth Amendment Effective
Date"), by and between 13100 FM 973, INC., a Texas corporation ("FM973"), H-E-B, LP, a
Texas limited partnership, DOS AMIGOS MANOR, LLC, a Texas limited liability company,
BOGATA PARTNERS, LTD., a Texas limited partnership, 10600 APPLIANCES, LLC, a
Texas limited partnership, MANOR RESTAURANT INVESTORS, LTD., a Texas limited
partnership, UNIVERSITY FEDERAL CREDIT UNION, a federal credit union, MANOR
AND HWY 290 PROPERTY, LLC, a Delaware limited liability company, MC RETAIL LP, a
Texas limited partnership, SPARTA PROPERTIES 9 LTD, a Texas limited partnership,
HALLE PROPERTIES, L.L.C., an Arizona limited liability company, WAFFLE HOUSE,
INC., a Georgia corporation, CHICK-FIL-A, INC., a Georgia corporation, and HOME DEPOT
U.S.A., INC., a Delaware corporation (collectively, the "Additional Landowners"), GCP XXXI,
LTD., a Texas limited partnership and GCP XXXII, LTD., a Texas limited partnership (together,
"GenCap").and the CITY OF MANOR, TEXAS, a home rule municipality located in Travis
County, Texas (the "City"). FM973 and the Additional Landowners shall collectively be referred
to herein as the "Owner". The City, Owner, and GenCap are herein sometimes referred to
individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not
otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined
below).

### **RECITALS**

- A. WHEREAS, the City, Butler Family Partnership, a Texas limited partnership ("Butler") and FM973 entered into that certain Development Agreement dated June 15, 2022 and, that certain First Amendment to Development Agreement dated April 19, 2023, relating to the development and improvement of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-use project, as more particularly described therein.
- B. WHEREAS, the City, Butler, Gencap and FM973 entered into that certain Second Amendment to Development Agreement dated June 7, 2023.
- C. WHEREAS, the City and FM973 entered into that certain Third Amendment to Development Agreement dated December 20, 2023, and that certain Fourth Amendment to Development Agreement dated February 21, 2024 (the Development Agreement, as amended as described herein is hereinafter referred to as the "Agreement").
- D. WHEREAS, Section 7.6(b) of the Agreement provides that to the extent a Party requests that the Agreement be further amended and such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property, then the Agreement may be modified or amended by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment at the time of such modification or amendment.

- E. WHEREAS, Owner is the owner in fee simple of all of the Property, save and except Parcel A, which is owned by Gencap (the "Shopping Center").
- F. WHEREAS, pursuant to the rights set forth in Section 7.6(b) of the Agreement, the Parties now desire to amend certain provisions of the Agreement with respect to (i) the entire Shopping Center and (ii) the Property as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The recitals set forth above are incorporated herein and made a part of this Fifth Amendment to the same extent as if set forth herein in full.
- 2. <u>Lighting</u>. Notwithstanding Section 15.05.008(c) and (j) of the Code of Ordinances, the following shall apply to Lots 2A, 2B, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in the Shopping Center (collectively, the "<u>Shopping Center Lots</u>"):
  - (a) Light trespass, up to 3 foot candle, shall be allowed at any shared property line(s) between the Shopping Center Lots within and adjacent to the Access Drives shown on Exhibit D, and at the shared property line between Lot 2A and 2B. Combined light trespass from Lots 2A and 2B shall not exceed 3 foot candles.
  - (b) Internal drives labeled as Access Drive A, B, C, D, E and F (collectively, the "<u>Access Drives</u>") on <u>Exhibit D</u> attached hereto and made a part hereof, shall have a target average illumination of 1.0-1.5 foot candles average.
  - (c) Access Drives shall be illuminated by the various lots adjacent to the Access Drives, as shown on Exhibit D in compliance with the standards of this Amendment.
  - (d) Lighting of the Access Drives shall be excluded from the lumen acre calculation of any Lot and shall not count toward allowable lighting of the Lot.
  - (e) For the purpose of cohesive lighting of the Access Drives, pole lighting shall be as follows:
    - Luminaire mounting height on Lots 2A and 2B on the west side of Access Drive E and north of Access Drive B shall be 40' above finished grade.
    - Luminaire mounting heights on and between Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 shall be 30' above finished grade.
    - Luminaires for the Access Drives shall meet the following criteria:
      - (i) Luminaire Performance Requirements (Based on IES TM-30);
      - (ii)  $4,000 \le \text{Correlated Color Temperature} < 4,500$ ; and
      - (iii) Color Fidelity ( $Rf \ge 70$ ).
- 3. <u>Concrete Pouring.</u> While the Property is being developed, concrete pouring may occur on the Property between the hours of midnight and 7 a.m. every day, in addition to the hours

allowed by Article 8.04 of the Code of Ordinances.

4. <u>Artificial Turf.</u> The use of artificial turf is allowed but may not be used in place of the minimum required landscape.

### 5. Miscellaneous.

- (a) Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Fifth Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Fifth Amendment conflicts or is inconsistent with the Agreement, the provisions of this Fifth Amendment shall control.
- (b) This Fifth Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing by each Party hereto; and (iv) embodies the entire Fifth Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.
- (c) This Fifth Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.
- 6. <u>No Waiver</u>. Neither the City's, nor Owner's, nor GenCap's execution of this Fifth Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.
- 7. <u>Governing Law</u>. This Fifth Amendment shall be construed and enforced in accordance with the laws of the State of Texas.
- 8. <u>Signatory Warranty</u>. The signatories to this Fifth Amendment warrant that each has the authority to enter into this Fifth Amendment on behalf of the organization for which such signatory has executed this Fifth Amendment.
- 9. <u>Interpretation</u>. This Fifth Amendment 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 Fifth Amendment.
- 10. <u>Entire Agreement</u>. This Fifth Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Fifth Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this

Fifth Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

- 11. <u>Captions</u>. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Fifth Amendment.
- 12. <u>Severability</u>. If any provision of this Fifth Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Fifth Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Fifth Amendment.
- 13. Anti-Boycott Verification. To the extent this Fifth Amendment constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner and GenCap represent that neither Owner, GenCap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner or GenCap (i) boycotts Israel, or (ii) will boycott Israel through the term of this Fifth Amendment. The terms "boycotts Israel" or "boycott Israel" as used in this paragraph shall have the meanings ascribed to the "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- 14. <u>Iran, Sudan and Foreign Terrorist Organizations</u>. To the extent this Fifth Amendment constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable law, Owner and GenCap represent that neither Owner, GenCap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner or GenCap is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- 15. Anti-Boycott Verification Energy Companies. Owner and GenCap hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Fifth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal or state law; or (B) does business with a company described in the preceding statement in (A).

Anti-Discrimination Verification - Firearm Entities and Firearm Trade 16. Associations. Owner and GenCap hereby verify that they and their parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Fifth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

[signature pages to follow]

EXECUTED	in multiple	originals,	and in	full	force	and	effect	as	of the	Fifth	Amen	dment
Effective Date.												

Effective Date.		
		<u>CITY</u> :
		CITY OF MANOR, TEXAS, a Texas home-rule municipal corporation
		By: Name: Dr. Christopher Harvey Title: Mayor
Attest:		
Lluvia Almarez, City Secr	etary	
STATE OF TEXAS	<b>§</b>	
COUNTY OF TRAVIS	§	
This instrument was by Dr. Christopher Harvey behalf of said corporation.	ns acknowledge , Mayor of Man	d before me on the day of, 2024, or, Texas, a Texas home-rule municipal corporation, on
		Notary Public, State of Texas
		My Commission Expires:
		[NOTARIAL SEAL]
	Tsiona	ture nages continue

		<u>OWNER</u> :
		13100 FM 973, INC., a Texas corporation
		By:Edward S. Butler, President
STATE OF TEXAS	§	
COUNTY OF TRAVIS	<b>§</b>	
This instrument was by Edward S. Butler, the Precorporation.	acknowledged esident of 13100	before me on the day of, 2024, 0 FM 973, Inc., a Texas corporation, on behalf of said
		Notary Public, State of Texas
		My Commission Expires:
		[NOTARIAL SEAL]
	[signatu	re pages continue]

	DOS AMIGOS MANOR, LLC, a Texas limited liability company
	By: John C. Lewis, Manager
STATE OF §	
COUNTY OF §	
	owledged before me on the day of, 2024, of DOS AMIGOS MANOR, LLC, a Texas limited liability d liability company.
SEAL]	Notary Public, State of Texas
SEALJ	My Commission Expires:
	[signature pages continue]

		partnership By: RUFUS, L.C., a Texas limited By: RUFUS, L.C., a Texas limited liability company, General Partner
		By: John C. Lewis, Manager
		10600 APPLIANCES, LLC, a Texas limited liability company
		By: Jimmy Nassour, Manager
STATE OF	<b>§</b>	
COUNTY OF	. §	
by, the	manager of	Adged before me on the day of, 2024, RUFUS, L.C., a Texas limited liability company, general D., a Texas limited partnership, on behalf of said entities.  Notary Public, State of Texas
STATE OF	e	My Commission Expires:
STATE OF	-	
COUNTY OF	. 8	
This instrument w by Jimmy Nassour, the company, on behalf of sai	manager o	edged before me on the day of, 2024, ff 10600 APPLIANCES, LLC, a Texas limited liability bility company.
[SEAL]		Notary Public, State of Texas
[-2.22]		My Commission Expires:
	[si	gnature pages continue]

		limited partnership
		By: CNB 1065, LLC, a Texas limited liability company, General Partner
		By:Buck Cody, Manager
STATE OF	_ §	
COUNTY OF	_ §	
by Buck Cody, the Mana	ger of CNB 106	ged before me on the day of, 2024, 55, LLC, a Texas limited liability company, general partner Texas limited partnership, on behalf of said entities.
SEAL]		Notary Public, State of Texas
SEAL		My Commission Expires:
	[sigi	nature pages continue]

		a federal credit union
		By: Chris J. Turnley Executive Vice President-Member Experience
STATE OF	<b>§</b>	
COUNTY OF	. §	
by Chris J. Turnley, the	e Executive	dged before me on the day of, 2024, Vice President of UNIVERSITY FEDERAL CREDIT half of said federal credit union.
[SEAL]		Notary Public, State of Texas  My Commission Expires:
	[si;	gnature pages continue]

		MANOR AND HWY 290 PROPERTY, LLC, a Delaware limited liability company
		By: SS TX Properties, LLC, a Delaware limited liability company, its Member
		By: SS TX Holdings, LLC, a Delaware limited liability company, its Member
		By: Barry M. Barron, Sr., President
STATE OF	§	
COUNTY OF	<b>§</b>	
oy Barry M. Barron, Sr., the company, member of SS TX	ne President ( K Properties, I	d before me on the day of, 2024, of SS TX Holdings, LLC, a Delaware limited liability LLC, a Delaware limited liability company, member of LC, a Delaware limited liability company, on behalf of
SEAL]		Notary Public, State of Texas
BLALI		My Commission Expires:
	[signat	ure pages continue]

### MC RETAIL LP,

a Texas limited partnership

	Ву:	a Texas	ail GP LLC, limited liability compar l Partner	ıy,
		By:	Clay Pickering, Manager	
STATE OF	. §			
COUNTY OF	<b>§</b>			
	anager of MC Retail GP	LLC, a Tex	e day of cas limited liability compa behalf of said entities.	
[CE A I ]	Nota	ary Public,	State of Texas	
[SEAL]	My	Commissio	n Expires:	
	[signature pa	ges continu	e]	

	<b>Sparta Properties 9 LTD,</b> a Texas limited partnership
	By: Sparta Properties 9 GP LLC, a Texas limited liability company, its General Partner
	By: Judith Crane, Manager
STATE OF	§
COUNTY OF	§
by Judith Crane, Manager	acknowledged before me on the day of, 2024, of Sparta Properties 9 GP LLC, a Texas limited liability company, Properties 9 LTD, a Texas limited partnership, on behalf of said
ICE A I I	Notary Public, State of Texas
[SEAL]	My Commission Expires:
	[signature nages continue]
	[signature pages continue]

		liability company
		By: Name: Title:
STATE OF	§	
COUNTY OF	§	
This instrumen by, company, on behalf of	the	edged before me on the day of, 2024 _ of Halle Properties, L.L.C., an Arizona limited liability bility company.
[SEAL]		Notary Public, State of Texas
[SEAL]		My Commission Expires:
	[si <sub>č</sub>	gnature pages continue]

### WAFFLE HOUSE, INC., a Georgia corporation

		By:	
		Name:	_
		Title:	
STATE OF	§		
COUNTY OF	§		
This instrume	nt was acknowle	edged before me on the day of	, 2024,
behalf of said corpora		_ of WAFFLE HOUSE, INC., a Georgia	a corporation, on
		Notary Public, State of	
[SEAL]		My Commission Expires:	

# CHICK-FIL-A, INC., a Georgia corporation

	By: Name: Title:
<b>STATE OF</b> §	
COUNTY OF §	
This instrument was acknowledg by, the of of said corporation.	ed before me on the day of, 2024, CHICK-FIL-A, INC., a Georgia corporation, on behalf
[SEAL]	Notary Public, State of
r j	My Commission Expires:

		<b>HOME DEPOT U.S.A., INC.,</b> a Delaware corporation
		By: Name: Title:
STATE OF	. §	
COUNTY OF	§	
This instrument v by, th on behalf of said corpora	e	dged before me on the day of, 2024, of HOME DEPOT U.S.A., INC., a Delaware corporation,
[SEAL]		Notary Public, State of Texas  My Commission Expires:
	[sio	gnature pages continue]
		znature pages continuej

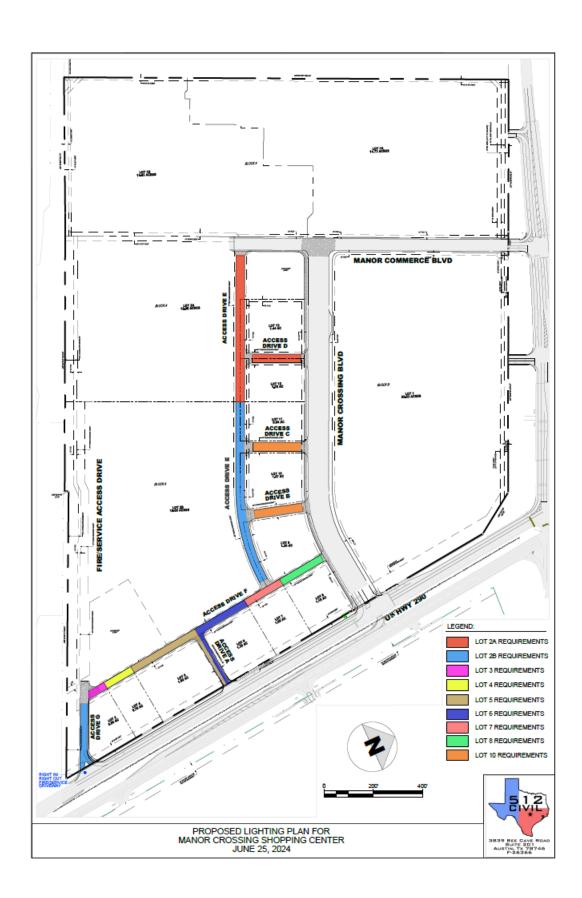
### **GENCAP:**

GCP XXXI, LTD.	, a Texas	limited	partnershi	r
----------------	-----------	---------	------------	---

		Ву:	GCP XXXI GP, LLC a Texas limited liability company, its general partner
THE STATE OF TEXAS	<b>§</b>		
COUNTY OF	_ §		
This instrument was ack grant of the control of the	knowledged	before m ip, on bel	e on this day of, 2024, by of GCP XXXI GP, LLC, general partner of nalf of said limited liability company and limited
SEAL)		Notary	Public, State of Texas
		GCP X	XXXII, LTD., a Texas limited partnership
		By:	GCP XXXII GP, LLC a Texas limited liability company, its general partner
		By:	
			<u> </u>
THE STATE OF TEXAS	<b>§</b>		
COUNTY OF	_ §		
			e on this day of, 2024, by of GCP XXXII GP, LLC, general partner of
GCP XXXII, LTD., a Texas limi partnership.	ted partnersh	nip, on be	_ of GCP XXXII GP, LLC, general partner of half of said limited liability company and limited
SEAL)		Notary	Public, State of Texas

# Exhibit D

# Access Drives



### AGENDA ITEM NO.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 18, 2024

PREPARED BY: Michael Burrell, Interim Director

**DEPARTMENT:** Development Services

#### **AGENDA ITEM DESCRIPTION:**

<u>First Reading</u>: Consideration, discussion, and possible action on an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium

Commercial.

Applicant: Foresite

Owner: White Oak Development **BACKGROUND/SUMMARY:** 

This property was annexed on September 20, 2017, by Ordinance 483. It was zoned Agricultural as that is the default zoning after annexation if permanent zoning is not requested during the annexation.

This property has direct frontage on US Hwy 290 (approximately 220') and is located almost to the eastern extent of the city limits. It is near the intersection of US 290 and Ballerstedt Rd as well as US 290 and Abrahamson Road. The area is a mix of commercial, industrial, and residential uses. Most of the residential uses are on the lots behind the subject lot along Voelker Lane with the closest residential unit being 340' from the subject lot's southern property line. The property to the west is a self-storage business, the property across US 290 is vacant, and the property to the east is the property zoned for Heavy Commercial with stipulations on July 3, 2024, by ordinance 754. Within 750' are an industrial building housing a large mechanical/plumbing company, a concrete manufacturing facility, and the residential units along Voelker Lane.

This area on our Future Land Use Map is designated as Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. The property owner is seeking to use the property for "mini-storge warehouse" which is a similar use as their direct neighbor to the west, Blue Star Storage. Under the city's zoning code, a Mini-storage warehouse is conditionally permitted in C-1 Light commercial, C-2 Medium Commercial, and C-3 Heavy Commercial zoning.

### The conditions are as follows:

The site is a minimum of four acres, which includes an office, enclosed individual self-storage lease space, and
may include a caretaker residence and outdoor parking lease spaces for boats, RVs, trucks, and trailers,
excluding storage of wrecked or inoperable vehicles, comprising no more than 20 percent of the gross site
area.

- Any buildings with exterior access to the storage facilities do not exceed 12 feet in height, which may be increased to 16 feet for buildings built solely for boats and recreational vehicles.
- Any buildings with interior access to the storage facilities have a maximum height of 30 feet.
- Individual storage units cannot exceed 2,000 cubic feet, excluding units used to store boats, RVs, trucks, and trailers.
- A six-foot privacy fence encloses the entire area that includes the self-storage use, with exception of the office and its customer and employee parking.
- Any outdoor storage/parking of boats, RVs, trailers, etc. is located a minimum of 20 feet from any property line
- If a caretaker residence is part of the use, it is in connection with the office at the entry to the development and is:
  - 1. A minimum of 800 square feet.
  - 2. Has a pitched roof.
  - 3. Has a maximum height of 30 feet.

The Planning and Zoning Commission voted to recommend approval with a vote of 5 yays and 1 abstention from Commissioner Nila with only these allowed uses:

- General retail sales, general
- Mini-storage warehouse
- Any use protected by law.

**LEGAL REVIEW:** Yes, Shruti Vanaparthy, Associate Attorney

FISCAL IMPACT: No PRESENTATION: No ATTACHMENTS: Yes

Draft Ordinance

Letter of Intent

Rezoning Map

Aerial Image

Comprehensive Plan FLUM

- Commercial Corridor Dashboard
- C-2 permitted uses
- Public Notice
- Mailing Labels

#### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an ordinance Rezoning one (1) lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

PLANNING & ZONING COMMISSION: X Recommend Approval Disapproval None

with Conditions

ORDINANCE NO.	

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM (A) AGRICULTURAL TO (C-2) MEDIUM COMMERCIAL; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AN EFFECTIVE DATE; OPEN MEETING CLAUSES, AND PROVIDING FOR RELATED MATTERS.

**Whereas,** the property located at 16005 E US Hwy 290, Manor, TX, approximately 4 acres in size, is currently zoned (A) Agricultural;

**Whereas,** the property was annexed into the city on September 20, 2017, by Ordinance No. 483, which defaulted the zoning to Agricultural upon annexation;

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

**Whereas**, the Planning and Zoning Commission has reviewed the request and voted to recommend approval with specific conditions and allowed uses;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the hearing, the City Council has conducted a public hearing to review the rezoning request and finds that a substantial change in the circumstances of the Property justifies the rezoning;

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

<u>Section 1.</u> <u>Findings.</u> 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.

<u>Section 2.</u> <u>Amendment of Zoning Ordinance.</u> Ordinance No. 185, as amended, the City of Manor Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

<u>Section</u> 3. <u>Rezoned Property</u>. 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 (A) Agricultural to (C-2) Medium Commercial. The Property is accordingly hereby rezoned Medium Commercial (C-2), subject to the following conditions:

- The site is a minimum of four acres, which includes an office, enclosed individual self-storage lease space, and may include a caretaker residence and outdoor parking lease spaces for boats, RVs, trucks, and trailers, excluding storage of wrecked or inoperable vehicles, comprising no more than 20 percent of the gross site area.
- Any buildings with exterior access to the storage facilities do not exceed 12 feet in height, which may be increased to 16 feet for buildings built solely for boats and recreational vehicles.
- Any buildings with interior access to the storage facilities have a maximum height of 30 feet.
- Individual storage units cannot exceed 2,000 cubic feet, excluding units used to store boats, RVs, trucks, and trailers.
- A six-foot privacy fence encloses the entire area that includes the self-storage use, with exception of the office and its customer and employee parking.
- Any outdoor storage/parking of boats, RVs, trailers, etc. is located a minimum of 20 feet

<b>ORDINANCE</b>	NO.
------------------	-----

Page 2 of 3

from any property line.

- If a caretaker residence is part of the use, it is in connection with the office at the entry to the development and is:
  - 1. A minimum of 800 square feet.
  - 2. Has a pitched roof.
  - 3. Has a maximum height of 30 feet

<u>Section 4.</u> <u>Severability.</u> If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

<u>Section</u> 5. <u>Open Meetings</u>. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

<u>Section 6</u>. <u>Effective Date</u>. 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.

PASSED AND APPROVED FIRST READING on this the <u>18<sup>th</sup></u> day of <u>September</u> 2024.	
PASSED AND APPROVED SECOND 2024.	AND FINAL READING on this the day o
ATTEST:	THE CITY OF MANOR, TEXAS
Lluvia Almaraz, City Secretary	Dr. Christopher Harvey, Mayor

ORDINANCE NO.\_\_\_\_

Page 2 of 3

### **EXHIBIT "A"**

Property Address: 16005 US HIGHWAY 290 EAST, Manor, Travis County, Texas Property Legal Description: Lot 14 Bluebonnet Park

Item 8.



901 S. MoPac Expy, Building 1, Suite 300
Austin, Texas 78746
o | 770.368.1399
f | 770.368.1944
w | www.foresitegroup.net

D/B/A Foresite Consulting Group of Texas, LLC

## Memo

To: City of Manor Planning and Zoning

From: Foresite Group, LLC

Date: 8/7/2024

Re: Letter of Intent – Rezoning of 16005 US 290 Manor, TX.

To whom it may concern,

Foresite Group, LLC is submitting a rezoning application on behalf of White Oak Development. The site is located at 16005 US 290, Manor, TX 78621. The site, consisting of approximately 4.00 acres, is within the Full Purpose Jurisdiction of the City of Manor. The lot is platted and has the legal description of, Lot 14 Bluebonnet Park in Travis County, Texas.

The site is currently zoned Agricultural by default following annexation that was passed and approved on September 20, 2017. On behalf of the owner, we are seeking rezoning of the lot from Agricultural to Medium Commercial (C-2) to accommodate the proposed use of "ministorge warehouse" which is not permitted in the Agricultural district but is a conditional use in the Medium Commercial zoning district.

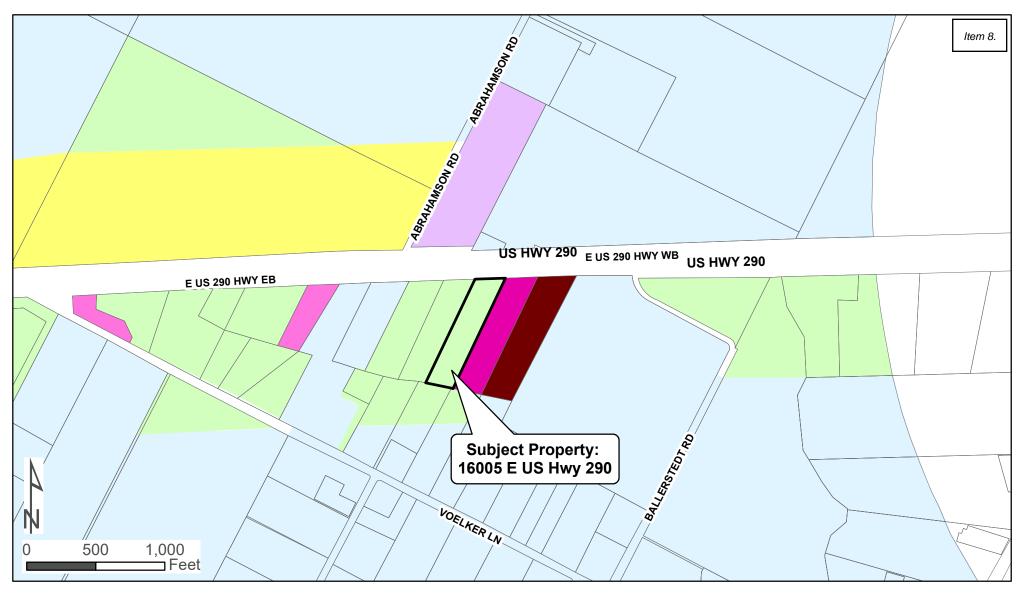
Please accept the following submittal package and support materials. If you have any questions or concerns, please feel free to contact me at vmusat@fg-inc.net.

Sincerely,

Vincent D. Musat, P.E. LEED A

Regional Leader

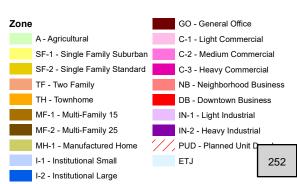
Foresite Group, LLC



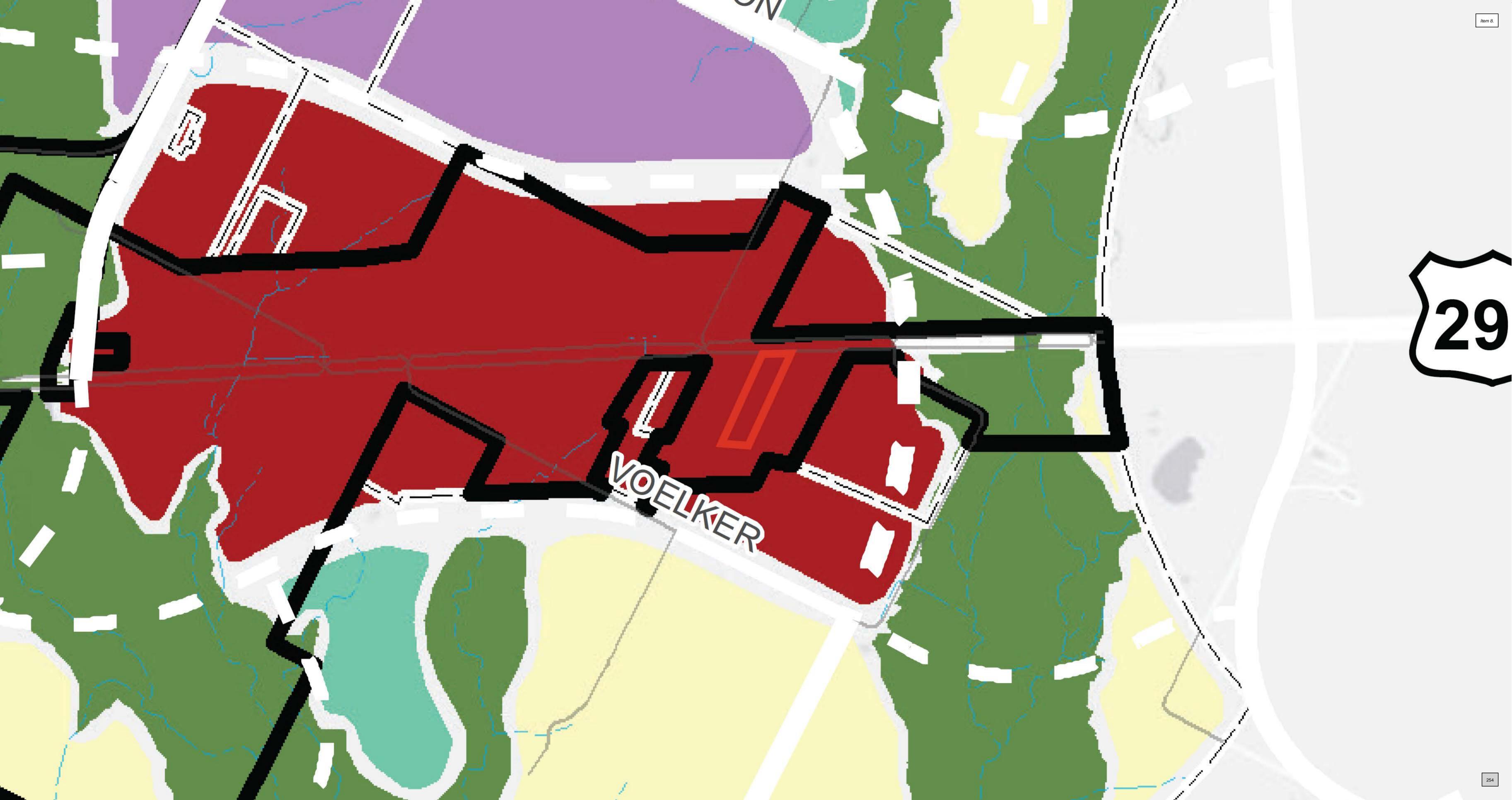


Current: (A) Agricultural

Proposed: (C-2) Medium Commercial









### **COMMERCIAL CORRIDOR**

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

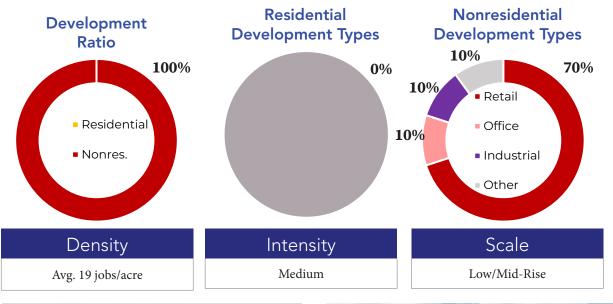
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area's appeal as a destination.

This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard









DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS	
Single-Family Detached (SFD)	●0000		
SFD + ADU	●0000		
SFA, Duplex	●0000	Not considered appropriate as the Commercial Corridors are generally eviented towards uses that rely on	
SFA, Townhomes and Detached Missing Middle	•0000	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.	
Apartment House (3-4 units)	●0000		
Small Multifamily (8-12 units)	●0000		
Large Multifamily (12+ units)	•0000		
Mixed-Use Urban, Neighborhood Scale	•••00	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to	
Mixed-Use Urban, Com- munity Scale	•••00	support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.	
Shopping Center, Neighborhood Scale	••••	Appropriate overall.	
Shopping Center, Community Scale	••••		
Light Industrial Flex Space	••000	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.	
Manufacturing	●0000	Not considered appropriate.	
Civic	••••	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.	
Parks and Open Space	••••	Generally considered appropriate or compatible within all Land Use Categories.	

# C-2

Florist (c)

# **Medium Commercial**

The medium commercial district is intended for moderately dense commercial development, such as large-format retailers and malls, serving local and regional needs. Medium commercial uses should be located along or the intersections of major roadways to accommodate the traffic generated.

### **Permitted and Conditional Uses**

### **Non-Residential Uses**

Adult day care Food Court Establishment (c/s) Recreational Vehicle sale, service, Alcoholic Beverage Food Preperation (c) and rental (c) Food Sales (c) Establishment (c) Religious Assembly Amusement (Indoor) (c) Funeral Services (c) Restaurant (c) Amusement (outdoor) (c) Game Room (c/s) Restaurant-Drive in or Drive-**Antique Shop** Garden Center (c) Through (c) Art Studio or Gallery Gasoline Station (Limited) (c/s) School, boarding Automobile Repair (Major)(c) Gasoline Station Full Service (c/s) School, business or trade General Retail Sales (Convenience) Automobile Repair (Minor) (c) School, College or University General Retail Sales (General) Automobile Sale/Rental (c) School, private or parochial School, public Automobile Washing (c) Governmental facilities Hospital Services (s) Semi-Permanent food Brewery, micro (c) establishment (c) Brewpub (c) Hotel (c) **Business Support Services** Kennel (c) Smoke shop or Tobacco Store Child Care Center Laundry Service Theater Club or Lodge (c) Laundry Service (Self) Transportation Terminal (c) Liquor Sales (c) Commercial Off-Street Parking Truck and Trailer sales and rental Medical Clinic (s) (c) (c) Communication Services or Mini-Storage Warehouse (c) Utility services (minor) **Facilities** Offices, Government Veterinary Services, large (c) Offices, Medical (s) Veterinary Services, small (c) Construction and Equipment Sales (Minor) Offices, Professional (s) Wireless Transmission Facilities, Consumer repair Services Offices, Showroom attached (c) Contractor's shop (c) Off-site Accessory Parking Wireless Transmission Facilities, Distillery, micro Pawnshop (c) stealth (c) Event Center (c/s) Personal Improvement Services Wireless Transmission Facilities, Financial Services (c) Personal Services monopole (c/s) Financial Services, alternative (c Pet Store (c) Zoo, private Printing and Publishing (c)

257

Recreational Vehicle Park (c/s)

# C-2 Medium Commercial

## **Site Development Standards**

Lot		Massing	
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	100 ft <sup>1</sup>	Minimum Setbacks:	
Maximum principle structure lot	60% <sup>2</sup>	Front Setback	20 ft
coverage	60%	Streetside Setback	15 ft
Maximum principle and		Exterior Side Setback	40 ft <sup>6</sup>
accessory structure lot	70%	Rear Setback	40 ft <sup>6</sup>
coverage			
Landscape Requirement	15% <sup>3</sup>		
Streetscape yard	15 ft <sup>4</sup>		
Bufferyard	25 ft <sup>5</sup>		

<sup>&</sup>lt;sup>1</sup> Corner lots add 10 ft

<sup>&</sup>lt;sup>2</sup> Properties located within the historic district as defined in section 14.02.031 shall have a minimum of 60 percent front facade masonry and 50 percent overall facade masonry. Percent calculations are based on total exterior facades excluding window and door openings. Masonry is considered stone, brick, or cement stucco and excludes cementitious planking.

<sup>&</sup>lt;sup>3</sup> 2 Trees per 600 s.f. of landscaped area.

<sup>4</sup> shrubs per 600 s.f. of landscaped area.

<sup>&</sup>lt;sup>4</sup> 1 medium or large tree (type A or B) must be planted for every 40 linear feet of street frontage when overhead utilities are absent. If overhead utilities are present, then 1 small tree (type C) must be planted for every 20 linear feet of street frontage.

<sup>&</sup>lt;sup>5</sup> 4 large and/or medium evergreen trees and 15 shrubs per 100 linear feet of the site development boundary plus an opaque wall. Bufferyards required to all SF-E, SF-1, SF-2, MH-1, MH-2, TF, and TH.

<sup>&</sup>lt;sup>6</sup> Setback to non-residential can be 10 ft



8/28/2024

### **City of Manor Development Services**

# **Notification for a Rezoning Application**

Project Name: 16005 E US 290 Rezoning from (A) Agricultural to (C-2) Medium Commercial

Case Number: 2024-P-1677-ZO Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 16005 E US Hwy 290, Manor, TX from (A) Agriculture to (C-2) Medium Commercial. The request will be posted on the agenda as follows:

<u>Public Hearing</u>: Conduct a public hearing on a Rezoning Application for one (1) for lot on 4 acres, more or less, and being located at 16005 E US Hwy 290, Manor, TX from (A) Agricultural to (C-2) Medium Commercial.

Applicant: Foresite

Owner: White Oak Development

The Planning and Zoning Commission will meet at 6:30PM on September 11, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on September 18, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

You are being notified because you own property within 300 feet of the property for which this Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

PHANTASTIC ENDEAVOR LLC 3345 KENDALL LN IRVING, TX 75062-6593 16023 HWY 290 LLC 108 FRED COUPLES DR ROUND ROCK, TX 78664-4036 BRADLEY BLANCHE D 16100 VOELKER LN ELGIN, TX 78621-4108

CHUNG BENJAMIN TAEHOON PO BOX 812 MANOR, TX 78653-0812 KERLIN JIMMY R & BRENDA J 16000 VOELKER LN ELGIN, TX 78621-4106 LOUGRACE VERNA 15916 VOELKER LN ELGIN, TX 78621-4111

FARMER JERRY R JR & BELINDA CLARK 15905 HIGHWAY 290 E ELGIN, TX 78621-4127

LINVILLE LLC 1100 N AVENUE F ELGIN, TX 78621-1035 TILB HOLDINGS LLC 214 ABBEYVILLE WALK LAKEWAY, TX 78738-4429

BRYANT CRAIG T PO BOX 1534 BROWNWOOD, TX 76804-1534 424 GILMER LLC 12702 SHERBOURNE ST # B AUSTIN, TX 78729-4541

### AGENDA ITEM NO.



### **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

**PREPARED BY:** Scott Jones, Economic Development Director

**DEPARTMENT:** Administration

#### **AGENDA ITEM DESCRIPTION:**

<u>Second and Final Reading</u>: Consideration, discussion, and possible action on an ordinance for a franchise with Frontier Texas Ventures I, LLC for Municipal Solid Waste Collection, Transportation and Disposal (Residential, Commercial, Industrial, and Recycling).

### **BACKGROUND/SUMMARY:**

City issued a Request for Proposals for the collection, transportation, and disposal of solid waste and recyclable materials with the assistance of the City's consultant, Solid Waste Specialists (SWS). The City's current solid waste contract expires on December 31, 2024. Proposals were submitted and reviewed by City staff and SWS. City staff and SWS recommend that Frontier Texas Ventures I, LLC should be selected as the contractor for the collection, transportation, and disposal of the City's solid waste and recyclable materials and the City Council adopt the franchise ordinance.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney

FISCAL IMPACT:

**PRESENTATION:** No **ATTACHMENTS:** Yes

- Solid Waste Franchise Ordinance No. 759
- Exhibit Contract

### STAFF RECOMMENDATION:

Staff recommends that the City Council approve the second and final reading of Ordinance No. 759 for a franchise with Frontier Texas Ventures I, LLC for the Municipal Solid Waste Collection, Transportation and Disposal Contract (Residential, Commercial, Industrial, and Recycling); and authorize the City Manager to execute the final negotiated contract.

### ORDINANCE NO. 759

AN ORDINANCE OF THE CITY OF MANOR, TEXAS APPROVING AN EXCLUSIVE FRANCHISE AGREEMENT WITH FRONTIER TEXAS VENTURES I, LLC FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF MUNICIPAL **SOLID** WASTE (RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND RECYCLING) IN THE CITY OF MANOR; GRANTING FRONTIER TEXAS VENTURES I, LLC CERTAIN POWERS, LICENSES AND PRIVILEGES TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, AND BRIDGES IN SAID CITY; PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS; PROVIDING FOR THE PAYMENT TO THE CITY OF A PERCENTAGE OF GROSS RECEIPTS OF GRANTEE **FROM ITS OPERATIONS:** APPROVING ESTABLISHMENT OF A FRANCHISE FEE ON SOLID WASTE SERVICES CHARGED BY THE CITY OF MANOR TO ITS CUSTOMERS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, **EFFECTIVE DATE OPEN MEETINGS** CLAUSES, **AND** PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the "City") is a home-rule municipality; and

**WHEREAS**, the City has certain expenses related to the upkeep and maintenance of the City's streets; and

WHEREAS, the City provides for and maintains roads, alleys, and rights-of-way that are used for the collection of solid waste from a portion of the monies from solid waste collections; and

**WHEREAS**, the City issued a request for proposals for municipal solid waste collection services; and

**WHEREAS**, the City reviewed the responsive proposals, evaluated the proposals, and chose a preferred provider, Frontier Texas Venture I, LLC (the "Company");

WHEREAS, the "Company operates a garbage and refuse collection business; and

**WHEREAS**, the City has negotiated the terms and conditions of a franchise agreement with the Company; and

WHEREAS, the City Council of the City (the "City Council") has determined it is in the best interest of the City to offer the Company a franchise on the terms and conditions set forth in this ordinance; and

**WHEREAS**, the City desires to approve an exclusive franchise agreement designating the Company as the municipal solid waste service provider for the City.

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

- **SECTION 1.** <u>Findings</u>. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.
- **SECTION 2.** Creation of a Franchise Fee. The City Council hereby approves the creation of a franchise fee or a fee for use of City owned property. That fee established herein shall be ten percent (10%) of the gross revenues resulting from solid waste collection on each solid waste charge on every customer account serviced by the City. The fee will be utilized for maintenance, construction, or repair of public streets, purchase of materials, supplies, or labor in any city department which is financed through the General Fund of the City provided that department of the City directly or indirectly provides for roads, alleys or rights-of-way of the City. Actions of the City Administrator and designees in increasing or decreasing the established franchise fee annually are hereby approved.
- **SECTION 3.** <u>Approval of Franchise Agreement.</u> The City Council approves and incorporates herein the attached Municipal Solid Waste Collection, Transportation and Disposal Contract (Residential, Commercial, Industrial, and Recycling) (the "Franchise Agreement") with Frontier Texas Ventures I, LLC for the collection, transportation, and disposal of municipal solid waste (Residential, Commercial, Industrial, and Recycling), in the City of Manor, Texas.
- **SECTION 4.** Conflicting Ordinances. 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 5.** Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all requirements of the provisions of any ordinances affecting council compensation within the City which have accrued at the time of the effective date of this ordinance.
- **SECTION 6.** <u>Effective Date.</u> 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 7.** <u>Severability</u>. 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

ORDINANCE NO. <u>759</u> Page 3

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 8.** 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, Chapter 551, Texas Government Code, as amended.

[signatures follow on next page]

# ORDINANCE NO. <u>759</u>

Page 4

PASSED AND APPROVED FIRST READING on this the 4<sup>th</sup> day of September 2024.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 18<sup>th</sup> day of September 2024.

	THE CITY OF MANOR, TEXAS
	Dr. Christopher Harvey, Mayor
ATTEST:	
Lluvia T. Almaraz, City Secretary	<u> </u>

# ORDINANCE NO. <u>759</u>

Page 5

# [EXHIBIT CONTRACT]

### MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL CONTRACT (Residential, Commercial, Industrial, and Recycling)

This Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Contract ("Contract"), is entered as of the Effective Date by and between the City of Manor (hereinafter called "City"), a Texas home rule municipality, and Frontier Texas Ventures I, LLC (hereinafter called "Contractor"), a Texas limited liability corporation, acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "Parties" and individually as "Party.")

#### RECITALS

WHEREAS, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Solid Waste kept and accumulated by residential and multi-family neighborhoods; and

**WHEREAS** Contractor is engaged in the business of collection and Recycling of Solid Waste and is familiar with City's requirements and its Solid Waste services; and

WHEREAS, City has determined Contractor to be qualified to provide Solid Waste collection, transportation, and disposal service upon the terms and conditions and for the consideration set forth in this Contract; and

**WHEREAS**, City has determined through a competitive process in accordance with state law that Contractor provides the best value for Solid Waste services for City's residents; and

WHEREAS City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential, commercial garbage and trash, and residential recycling, over, upon, along, and across City's present and future streets, alleys, bridges, and public properties subject to the terms of this Contract; and

WHEREAS Contractor desires to operate and maintain the service of collection and transportation of residential and commercial garbage and trash, and residential recycling, over, upon, along, and across City's present and future streets, alleys, bridges, and public properties subject to the terms of this Contract.

**WHEREAS** Contractor has agreed to reimburse City for the development of the RFP and other Contract Documents in accordance with Section 8.1(f) of this Contract.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

### I. GRANT OF CONTRACT AND FRANCHISE; TERM

- 1.1 **Grant of Contract and Franchise**. To the extent allowed by law, City hereby grants to Contractor:
  - (a) The sole right, duty, and privilege within City's Limits and those areas in the City's ETJ as further described in this Agreement and in the RFP to conduct business for the purpose of collection and transportation, disposal and/or Processing of Waste Materials, Construction and Demolition Debris, and Recyclable Materials during the Term of this Contract from all

- Residential, Commercial, and Industrial Customers located within City's incorporated limits and those areas in the City's ETJ as further described in this Agreement and in the RFP; with the exceptions listed below; and
- (b) The sole right, duty, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.
- **Initial Term.** The Initial Term of this Contract shall commence on January 1, 2025 (the "<u>Commencement Date</u>") and shall end on December 31, 2029 (the "<u>Expiration Date</u>"), unless otherwise terminated earlier or extended as provided herein.
- 1.3 **Extension Term.** City may extend the Initial Term for five (5) additional one (1) year terms (an "Extension Term") upon the same terms and conditions set forth in this Contract if mutually agreed to by the Parties. Notice of the extension of the Term of this Contract for the first Extension Term must be delivered in writing by City to Contractor on or before November 1, 2028. That Extension Term shall begin on January 1, 2030 and end on December 31, 2030. Notice for the second Extension Term must be delivered in writing by City to Contractor on or before November 1, 2029. That Extension Term shall begin on January 1, 3031 and end on December 31, 3031. Notice for the third Extension Term must be delivered in writing by City to Contractor on or before November 1, 2030. That Extension Term shall begin on January 1, 3032 and end on December 31, 3032. Notice for the fourth Extension Term must be delivered in writing by City to Contractor on or before November 1, 2031. That Extension Term shall begin on January 1, 3033 and end on December 31, 3033. Notice for the fifth Extension Term must be delivered in writing by City to Contractor on or before November 1, 2032. That Extension Term shall begin on January 1, 3034 and end on December 31, 3034. Notwithstanding anything regarding City's exercise of each of the Extension Terms, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, any and/or each of the Extension Terms, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Date, as originally established and/or extended by this Contract.

### II. **DEFINITIONS**

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different meaning:

"Brush" means any cuttings or trimmings from trees, shrubs, lawns, and similar materials not exceeding four (4) feet in length or four inches (4") in diameter. The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

"Bulky Waste" means large rubbish items including, but not limited to, White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

"Business Day" means a day that is not a Saturday, Sunday, or Holiday.

"City" The City of Manor, Texas.

"City Facility" means a property owned, leased, and/or operated by City.

"Collection" means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, and (ii) Recyclables for transport to a Recycling Facility.

- "Collection Area" means that portion of City's corporate limits and those areas in the City's ETJ in which Contractor provides collection services as described in the Contract Documents.
- "Commercial Unit" means a commercial business or establishment, including, but not limited to, a store, office, restaurant, warehouse, and other nonmanufacturing facility, premises, location, or entity, public or private, within City's corporate limits.
- "Commercial Waste" means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.
- "Commercial Service Provider" means a person or business entity that provides for compensation tree limb cutting and removal, or complete tree and stump removal services.
- "Compactor Unit" means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.
- "Construction and Demolition Debris" means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.
- "CPI" means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), <a href="https://www.bls.gov/news.release/cpi.t02.htm">https://www.bls.gov/news.release/cpi.t02.htm</a>, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection services in the United States.
- "Container" means a receptacle with a capacity not greater than 95 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.
- "Contract Administrator" means City's City Manager or the City Manager's designee responsible for actively interacting with Contractor to achieve this Contract's objectives; monitoring this Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of City; incorporating necessary modifications or changes into this Contract; mediating and expediting timely resolution of customer/Contractor issues, and other duties necessary to implement this Contract.
- "Contract Documents" means, collectively, (a) this Contract, all Exhibits attached hereto, and any amendments to this Contract; (b) the RFP, and (c) Contractor's Proposal.
- "Contract Year" means each twelve-month period during the Term of this Contract beginning on January 1st.
- "Contractor's Proposal" means Contractor's response to the RFP released by City on August 9 2024 and submitted August 27, 2024, consisting of 193 pages, the original of which is retained in the office of City's City Secretary in hardbound or electronic format and is incorporated herein by reference.

- "Curbside" means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by City; and (ii) in the case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by City; and (iii) with respect to a Unit where the placement of Waste for collection at defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit's adjacent roadway as approved by the Contract Administrator.
- "Customer" means the owner or tenant of a Unit located within City and identified by City as being eligible for and in need of the services provided by Contractor under this Contract.
- "Detachable Container" (also referred to as "dumpster") means a watertight, all-metal container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to containers of larger sizes (i.e., "roll-offs").
- **"Disposal Facility"** means a Class 1 Municipal Solid Waste landfill permitted by the TCEQ identified in Contractor's response to the RFP or such other permitted Class 1 Municipal Solid Waste landfill as may be approved by City during the term of this Contract, which approval shall not be unreasonably withheld, delayed, or denied.
- "Disaster Event" means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the City Manager to have caused widespread damage and destruction to personal property.
- "Disaster Debris" means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster Event that are generated by anyone affected by a Disaster Event.
- **"Disaster Management Plan"** means Contractor's operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services in accordance with the rates in Exhibit A.
- "Disposal" means the disposition, injection, dumping, spilling, leaking, or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.
- **"Excluded Waste"** means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction and Demolition Debris, Special Waste, and other types of Waste expressly excluded from this Contract.
- "Food Waste" means vegetable and other food scraps, including meat, dairy products, grease, and bones; paper which has been contaminated with food, fat, or grease; and compostable paper including paper towels, paper plates, tissue, and waxed paper.
- "Garbage" means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

- "Generator" means a person or municipality that produces or creates Municipal Solid Waste.
- "Hazardous Waste" means any Solid Waste identified or listed as hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, (42 U.S.C. S6901, et, seq., as amended).
- "Holiday" means New Year's Day, Thanksgiving Day, and Christmas Day.
- "Industrial Unit" means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.
- "Industrial Waste" means Solid Waste resulting from or incidental to any process of industry or manufacturing, mining, or agricultural operations.
- "Large Dead Animals" means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.
- "Medical Waste" means Waste generated by healthcare-related facilities and associated with healthcare activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- "Municipal Solid Waste (MSW): means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.
- "Non-Recyclables" means any materials in Single Stream Materials or Recyclables that are not Recyclables.
- "Offal Waste" means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing, and packing plants, rendering plants, and fertilizer plants.
- "Performance Bond" means a corporate surety bond that guarantees compensation to City if it must assume the obligations and/or duties of Contractor to continue the service as defined in the Contract Documents.
- **"Permit"** means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.
- **"Poly Cart"** means a 95-gallon poly cart plastic container provided by Contractor, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor's collection vehicles. The terms "Cart" and "Wheeled Container" shall be considered interchangeable.
- "Processing" means recycling of Single Stream Materials at a properly permitted Recycling Facility.

- "Recyclable Material" or "Recyclables" means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. "
- "Residential Recyclables" include, but are not limited to, juice boxes, glass containers (clear, brown, green, blue), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1, #2, #4, #5).
- "Recycle" or "Recycling" means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, or plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.
- "Recycling Facility" means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, municipal solid waste landfills, or resource recovery facilities.
- "Refuse" means the same as Rubbish.
- "Request for Proposal" or "RFP" means City's "Request for Proposals for Solid Waste & Recycling Services" issued by the City on August 9, 2024, a true and correct copy of which is on file in the office of City's City Secretary and incorporated herein by reference.
- "Residential Curbside Recycling" means the collection of Recyclable Materials placed at Curbside by Customers residing in Single-Family Structures for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.
- "Residential Unit" means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied to the Residential Unit. Each condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a separate Residential Unit.
- "Residential Waste" means all Refuse, Garbage, Rubbish, Brush, and Bulky, and other Solid Waste generated by a Customer at a Residential Unit.
- **"Roll-off Container"** means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of collection and transport to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.
- "Rubbish" means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

"Small Business Garbage Generator" means a commercial business, which generates no more than one (1) cubic yard of Solid Waste per week.

"Solid Waste" means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

"Special Waste" means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

"Stable Matter" means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

"Structure" means all single-family homes, multi-family dwellings, and Small Businesses, included in the specifications, and City Facilities that City may at its sole discretion include in this Contract.

"Unacceptable Waste" means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, or any legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

"Unit" means, collectively, Residential Units, Commercial Units, and Industrial Units.

"Unusual Accumulation" means any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and brush waste. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

"Vegetable Waste" is excluded from this contract and means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not

include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

"Waste" or "Waste Materials" means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Contract. The term "Waste" specifically excludes Unacceptable Waste.

"White Goods" means refrigerators, stoves and ranges, water heaters, clothes washers and dryers, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

"Yard Waste" means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be cut, tied, and placed in Bundles or Brown Kraft Bags.

#### III. RATES

- **Base Rates**. For the services provided by Contractor pursuant to this Contract, Contractor is authorized to charge and shall receive from City the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference ("**Base Rates**"). The Base Rates are subject to adjustment from time to time as provided in Section 3.2., below.
- 3.2 <u>Modification of Rates</u>. Base Rates charged by Contractor for services will remain fixed and will not be adjusted until October 1, 2025. Commencing on October 1, 2025, and continuing annually on the first day of each Contract Year thereafter, Contractor may adjust the Base Rates (each an "<u>Annual Adjustment</u>"), subject to the following:
  - (a) Not later than the later of (i) July 1<sup>st</sup> prior to the effective date of the Annual Adjustment, and (ii) the fifth (5<sup>th</sup>) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Contract Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the "Adjustment Notice");
  - (b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
    - (1) The percentage increase in the CPI for the twelve-month period ending on the May 31st immediately prior to the effective date of the Annual Adjustment; and
    - (2) Five Percent (5%) of the then-current Base Rates.
  - (c) If the percentage change in the CPI for the twelve-month period ending on the May 31st before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Contract Year.
  - (d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Contract Year; and

- (e) If no Annual Adjustment is applied to a Contract Year following Contractor's failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Contract Year shall continue to be based on the percentage change in CPI for the twelvemonth period ending on the May 31<sup>st</sup> prior to the first day of the next Contract Year (i.e., there is not "catch-up" for the missed increase).
- Regulatory Rate Adjustment. Contractor may petition City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations, including, but not limited to, new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annual reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within sixty (60) days after receipt of such request, Contractor shall have the right to terminate the Contract not earlier than 180 days after providing written notice to City.

#### IV. SERVICE SPECIFICATIONS

4.1 General/ Service Contracts. The work to be performed by Contractor pursuant to this Contract consists of collection, transportation, and disposal, at its own expense, of Waste and Recyclable Materials collected from Residential Units, and Commercial Waste and Industrial Waste collected from Commercial Units and Industrial Units, within the corporate limits of City as the present and future boundaries exist, and the Residential Units in Travis County MUD #2 (Presidential Meadows) and the Residential Units in Wilbarger Creek MUD #1 (ShadowGlen), both of which are located in the City's extraterritorial jurisdiction (ETJ), as further described in the City's RFP (the Residential Units within the City's corporate limits and the ETJ are collectively referred to hereafter as the "Residential Units"), and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Contract.

### 4.2 Residential Solid Waste Collection:

- (a) Contractor will provide one (1) time per week collection of Acceptable Waste with the Contractor supplying one 95-gallon poly cart per residence.
- (b) The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is the City's intention to continue all residential collection at the same location residence has used for set-out in the past.
- (c) All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week. This service will be provided Monday through Friday.
- (d) Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside or at the front of the home in the area of the drainage ditch (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.

- (e) Collection of waste materials should not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.
- (f) Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.
- **Residential Collection not covered under the Base Rates**. The following are not covered under the Base Rates:
  - (a) The collection or disposal of Excluded Materials; and
  - (b) The collection or disposal of any increased volume resulting from a flood, hurricane, tornado, ice storm, or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane, tornado, ice storm, or other Act of God, Contractor and City may negotiate the work to be performed by Contractor under the Disaster Management Plan provided by Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Exhibit A to this Contract.
- 4.4 Residential Collection of Recyclable Materials. Contractor shall provide one collection Every Other Week, on the same day that MSW is collected, of Recyclable Materials placed in the Residential Unit's Contractor-supplied Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.
- 4.5 Changes in Recycling Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the collected Contractor may give written notice to City of (i) a need to redefine Acceptable Recycling Material and Non-Recyclables, (ii) update the Processing facility's Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Recycling Material (as currently defined) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.
- **Acceptable Recycling Material**. Recyclables that are eligible for collection ("**Acceptable Recycling Materials**") must be dry, loose (not bagged), un-shredded, and empty, and shall include only the following:

Aluminum cans   Newspaper
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PET bottles with the symbol #1 – with screw tops	Mail	
only		
HDPE plastic bottles with the symbol #2 (milk,	Uncoated paperboard (ex. cereal boxes;	
water bottles detergent, shampoo bottles, etc.)	food and snack boxes)	
PP plastic bottles and tubs with symbol # 5 -	Uncoated printing, writing, and office	
empty	paper	
Steel and tin cans	Corrugated containers/cardboard	
	(uncoated)	
	Magazines, glossy inserts, and	
	pamphlets	
Plastics not listed above including but not limited	Cartons, Aseptic Containers	
to those with symbols #1, #2, #4, #5		

**4.7 Non-Recyclables**. Waste that is not eligible for recycling and shall not be treated and collected as Acceptable Recycling Materials ("**Non-Recyclables**") include, but are not limited, to the following:

Plastic bags and bagged materials (even if	Microwavable trays
containing Recyclables)	
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups,	
and pizza boxes	
Expanded polystyrene and#3, #6, #7 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-	Needles, syringes, IV bags, or other
laminated materials	medical supplies
Food waste and liquids, containers containing	Textiles, cloth, or any fabric (bedding,
such items	pillows, sheets, etc.)
Excluded Materials or containers which	Napkins, paper towels, tissue, paper plates,
contained Excluded Materials	paper cups, and plastic utensils
Any paper Recyclable materials or pieces of	Propane tanks, batteries
paper Recyclables less than 4" in size in any	_
dimension	

- **Residential Brush/Bulk Collection**: Contractor will collect (i) Brush and (ii) Bulky Materials once per week on the same day the Residential Unit receives MSW and Recycling collection. Contractor shall not be obligated to collect Brush Materials set out for collection that:
  - (a) Contains limbs exceeding four (4) feet in length or four (4") in diameter, or debris resulting from the services of a Commercial Tree Service Provider.
  - (b) Is not stacked at the curb in such a manner that Contractor's employee can reasonably and safely lift the material into the collection vehicle.
  - (c) Is not Debris resulting from the services of a Commercial Tree Service Provider.
  - (d) Does not consist of more than three (3) cubic yards of Brush and Bulky materials per collection.

- (e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection as required by Section 4.12.
- 4.9 White Goods. White Goods such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Contractor shall not except for collection refrigerators or other devices known to contain chloroflouro-carbons (CFCs) unless the Residential Customer establishes the item is free of CFCs by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities.
- 4.10 Residential Unusual Accumulation Collection. When a customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer's payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Exhibit A hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees must be approved by the Customer prior to commencing work.
- 4.11 <u>Disaster Debris Collection</u>, When City determines that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from Single Family Residential Units and City Facilities within the Collection Area. Notwithstanding Section 1.1 to the contrary, City shall have the right to contract with a third-party to provide Disaster Debris Collection in addition to or in lieu of Contractor providing collection services. If City elects to use the services of Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.
- 4.12 Residential Carts. Contractor agrees to provide one (1) new Poly Cart for placement of Waste ("Waste Cart") and one (1) new Cart for Recyclable Materials ("Recycling Cart") to each Residential Unit (Waste Carts and Recycling Carts collectively being "Carts") not later than five (5) days prior to the Commencement Date. Upon written notice from City, Contractor agrees to provide one (1) new Waste Cart and one (1) new Recycling Cart to new Residential Units constructed within City during the Term of the Contract. New Carts will be delivered to the Residential Unit with written instructions for proper use, including information regarding any actions taken by a Resident that may void manufacturer warranties, such as the placement of hot ashes in the Cart. New Recycling Carts and replacement lids for existing Recycling Carts will have recycling guidelines heat molded on the top of the lid determined by Contractor subject to City's approval, which approval shall not be unreasonably withheld or delayed.
  - (a) Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart or within bags, bags of Waste Materials that are not within a Cart or exceed ten (10) bags which is the maximum number of bags allowed within a Cart placed for collection on a single collection day, any Waste or Recyclable Materials from a Cart that weighs more than 170 pounds, or a Cart that is not properly placed Curbside; provided, however, prior to refusing to collect any Waste from a Residential Customer because such Waste is not properly prepared (i.e. placed in a Poly Cart or bagged) and/or placed at Curbside, Contractor shall notify the Residential Customer and then the City

- Manager if it believes the Waste is not prepared and/or located correctly by the Residential Customer, in which case the City Manager shall be the sole and final judge as to whether or not such Waste was properly placed for collection and should be collected; and
- (b) Carts shall remain at the location of the Residential Unit were delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, Contractor shall provide a replacement Cart. Contractor shall assess a \$75.00 charge to the Resident for new replacement carts and shall look solely to the Resident to pay such charge. If a Cart is damaged while at a Residential Unit, the Residential Customer shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

Contractor will be responsible for promptly responding to requests from and delivering Carts to Residential Customers who need a damaged Cart replaced. Contractor shall deliver a reconditioned Cart not later than five (5) business days after written notice from City or the Customer. Reconditioned Carts must be cleaned prior to delivery to the Customer. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

- 4.13 Special Needs Waste Cart Placement for Collection Assistance, If the City Manager determines that all residents of a Residential Unit are physically disabled or because of age or verified physical limitations cannot safely move their Carts to the curb for collection, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied ("Special Needs Collection"). All requests for Special Needs Collection will be considered by Contractor and the decision on whether to provide Special Needs Collection to a Customer forwarded by Contractor to the City Manager and Residential Customer. The City Manager may either approve or reject a contractor's determination to not provide Special Needs Collection for a qualified Residential Customer. The rate for Special Needs Collection shall be the same as a regular collection.
- **4.14** Right to Reject Unacceptable Waste. Contractor may, in its sole discretion, reject Unacceptable Waste placed curbside for collection by a Customer, in which case neither title to, nor liability for, such Unacceptable Waste shall pass to Contractor.
- **4.15** Adding Residential Customers. Contractor will establish New Residential Customer Service not later than the next collection day for the subject Residential Unit following receipt of the written request for such commencement of service from City.
- 4.16 Small Businesses Garbage Collection. Collections from all Small Business Garbage Generators shall be performed at least weekly on the same day and at approximately the same time each week using 95-gallon Carts provided by Contractor. If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 95-gallon Recycling Cart to be collected once per week on the same day as the collection of the Waste Cart. Contractor is not responsible for collecting Carts weighing more than 170 pounds from Small Business Garbage Generators. Contractor shall notify the Small Business Garbage Generator and the City Manager if Contractor believes the Small Business Garbage Generator's Waste is not prepared and/or located in an area accessible to the Collection Vehicle; provided; however, the City Manager's determination shall final as to such conditions and locations and whether the collection should proceed.
- 4.17 Front End Loader and Roll Off Container Collection.

- (a) Prior to the beginning of the Contract, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Contract. Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Dumpsters shall be located on the premises in a manner satisfactory to City or site manager and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.
- (b) Contractor is not required to collect from Dumpsters if access across the Customer's private property is blocked.
- (c) Establishments generating putrescible waste materials will receive a minimum, of two (2) days per week collection. Contractor shall make collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment. Where the refuse is exclusively non-putrescible in nature, one (1) weekly collection is permitted.
- (d) Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.
- (e) Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.
- (f) Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.
- (g) Contractor nor City shall be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.
- (h) Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.
- (i) Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.
- (j) Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one
   (1) business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

- (k) No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped before transport.
- (l) Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the Contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage. Contractor shall be responsible for closing the doors of a container enclosure after servicing the dumpster within that enclosure.
- (m) Where dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

### 4.18 Detachable Containers-Generally.

- (a) Prior to the Commencement Date, Contractor shall provide New Detachable Containers and, if applicable, New Compactor Units, to all Commercial and Industrial Units receiving collection service under the Contract.
- (b) Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.
- (c) Detachable Containers shall be painted a uniform color, bear Contractor's name and telephone number, and bear a serial number coded for Container size.
- (d) Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years, upon Customer or City request.
- (e) Contractor-Owned Roll-Off Compactor containers shall be steam cleaned or changed out, at least once each year or as directed by City for an agreed-upon fee between the Customer and Contractor.
- (f) Detachable Containers shall be located on the Customer's property at a location approved by the City Manager and convenient for collection by Contractor. The City Manager, whose decision shall be final and binding, shall mediate any disagreements over Detachable Container placement and collection.
- (g) Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.
- **4.19** Commercial Unit Collection. Subject to the limitations of collection days and times in Section 5.2, Contractor shall make at least two (2) weekly collections at all Commercial Units on a regular schedule on the same days and approximately the same times each week subject to the terms of the

Contract Documents and at sufficient additional intervals necessary to perform adequate services and to protect the environment unless otherwise approved in advance by City. If a Commercial Unit's Waste is exclusively non-putrescible and of sufficiently low volume such that the Waste generated by the Commercial Customer does not exceed the volume of the Commercial Customer's Containers between collections, once-a-week collection is permitted. Contractor shall not be required to perform the collection of Commercial Units during emergencies resulting from Acts of God or when the Commercial Customer has failed to pay Contractor for the services received. Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Unit Customer.

### 4.20 Detachable Container Maintenance.

- (a) Contractor shall be responsible for the maintenance and repair of Contractor's Detachable Containers damaged due to Contractor's negligence.
- (b) Contractor shall repair or replace not later than one (1) business day any Detachable Container after the City Manager notifies Contractor of a determination that the Detachable Container does not comply with ordinance standards or constitutes a health or safety hazard.
- (c) Contractor shall graffiti from its Detachable Containers not later than five (5) business days after notification by City or a Customer of the existence of the graffiti. Contractor shall keep a record of the locations of Detachable Containers containing graffiti, take a photograph of the graffiti prior to its removal, and provide such location information and photographs to City as part of the Monthly Report.
- (d) Each Detachable Container to be placed at a City Facility is subject to inspection by City and approval as to appearance and condition before placement at any City Facility. A Detachable Container shall be reconditioned and repainted, if necessary, before being located at a City Facility that has not used it earlier. Contractor shall clean and/or repaint a Detachable Container showing excessively damaged paint and/or an accumulation of waste residue within the Detachable Container not later than thirty (30) days after delivery of a written request by City.
- **Overloaded Containers**. No commercial container, dumpster, or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.
- 4.22 <u>Stationary Compactor Units</u>. The purchase, lease, installation, maintenance, and repair of Stationary Compactor Units or any related parts or accessories, as well as the Detachable Container, will be by agreement between Contractor and the property owner and/or authorized property manager of the property where the Stationary Compactor Unit(s) will be placed. Contractor's agreement with Customers using Stationary Compactor Units shall provide for the collection and transport of the Compactor Unit's Detachable Container. The rental of a Detachable Container shall be in accordance with the Roll-Off Rates set forth in Exhibit A attached hereto.

### 4.23 Excluded Waste.

- (a) Contractor has no obligation to collect Excluded Waste pursuant to this Contract. Unless otherwise provided in this Contract, City has no obligation to pay Contractor for the collection of Excluded Waste.
- (b) If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste containing the Excluded Waste. Contractor shall contact City upon the discovery of Excluded Waste that has been placed for collection. City shall be responsible for taking any appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste.
- (c) If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. City will reasonably assist Contractor in determining the identity of the depositor or generator of the Excluded Waste to enable Contractor to collect from the depositor or generator the cost incurred by Contractor in connection with such Excluded Waste.
- (d) Contractor releases and holds City harmless from any liability for any cost incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be deposited or generated by City.

### V. COLLECTION OPERATIONS – GENERAL PROVISIONS

**5.1** <u>Disposal:</u> Contractor shall deliver all Waste collected pursuant to this Contract to a Disposal Facility.

### 5.2 Hours of Collection.

- (a) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Residential Customers shall not start before 7:00 A.M. Central Time or continue after 7:00 P.M. Central Time on the same day in any residentially zoned area of City's corporate limits and those areas in the City's ETJ as further described in this Agreement and in the RFP or otherwise within 500 feet of a Residential Unit Collection from Residential Units shall not occur on Sundays unless authorized in writing by the Contract Administrator following a weather-related event (e.g. winter storm event) or other circumstance that has resulted in Contractor being unable to perform regular collections on schedules days.
- (b) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Commercial and Industrial Customers shall be performed on a regular schedule on the same days and approximately the same times each week, Monday through Saturday between the hours of 5:00 A.M. Central Time and 7:00 P.M. Central Time; provided, however, unless otherwise approved by the Contract Administrator, which approval shall not be unreasonably withheld, collection from a Commercial or Industrial Customer shall not occur before 7:00 A.M. Central Time if the location where the collection will occur is within 500 feet of a Residential Unit.

- (c) Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. Central Time each service day unless:
  - (1) Contractor provides written notice to the City Manager with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time for the route or Customer identified in the request; and
  - (2) The City Manager determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and
  - (3) The City Manager approves the later completion time in writing.
- 5.3 <u>Collection Routes</u>. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those that would otherwise be in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:
  - (a) such change has been approved in writing by the City Manager, which shall not be unreasonably withheld or delayed; and
  - (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date the new collection dates become effective.
- 5.4 <u>Holidays</u>. The following shall be holidays for purposes of this contract: New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may, at Contractor's option, suspend collection on a Holiday. If Contractor elects not to provide collection services on a Holiday, Contractor shall notify City not less than two (2) weeks in advance of the Holiday of the dates that collection will occur for those Customers whose regular collection day falls on the Holiday on which a collection did not occur, provided such delayed collection shall be not later than the next business day following the Holiday unless otherwise agreed by the Contract Administrator.
- 5.5 <u>Complaints</u>. Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day (and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day), Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:
  - (a) The address of the Customer making the complaint.
  - (b) The time the call or e-mail was received from the Customer.
  - (c) Whether the Customer is a Residential, Commercial, or Industrial Customer.
  - (d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s) and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a

summary of the contents of the communications between Contractor's employee(s) and the Customer, and the date when Contractor has deemed the complaint to be resolved and closed.

- **Collection Vehicles and Equipment**. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor and comply with the following:
  - (a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten 10 model years at any time during the term of this Agreement.
  - (b) All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter.
  - (c) All collection equipment shall be operated and maintained in compliance with all applicable state and federal safety standards.
  - (d) Contractor shall obtain and maintain current all required operating permits and registrations for the collection vehicles.
  - (e) Collection vehicles shall be painted in Contractor's color schemes. Vehicle numbers, at least six-inch (6.0") high shall be painted on each side of the rear of the vehicle in a contrasting color from the body color.
  - (f) No advertising shall be permitted on the collection vehicle other than the name and address of Contractor.
  - (g) Contractor shall place the appropriate customer service telephone number on all collection trucks.
  - (h) The type, number, and capacity of collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract and capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each structure on its route.
  - (i) All vehicles shall be operated in conformity with applicable federal and state laws and regulations.
  - (j) All vehicles used by Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City.
  - (k) Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection; and
  - (l) All collection vehicles shall be equipped with Global Position System ("<u>GPS</u>") tracking equipment to allow for tracking and locating collection vehicles, which tracking information can be stored and retrieved by Contractor and is provided to City upon written request.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract (the "**Equipment Inventory**"). Contractor shall provide City with an updated Equipment Inventory not later than ten (10) business days after Contractor adds and/or deletes a

vehicle or piece of equipment that is being used in City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment on the Equipment Inventory that has been temporarily removed from service. Contractor may use replacement and/or additional equipment and vehicles for a period not exceeding fifteen (15) consecutive days or sixty (60) days during any Contract Year without updating the Equipment Inventory if the use of such equipment and/or vehicles is reasonably necessary to maintain a consistent level of collection services as required by this Contract during a period of an abnormally high volume of Waste needing to be collected or to cover extra collections as the result of a Holiday collection schedule. Contractor may include on the Equipment Inventory equipment or vehicles Contractor intends to regularly use for collection during such temporary periods of high volume or during Holiday collection schedules provided such equipment and/or vehicles are identified as "standby" or "reserve" equipment or vehicles on the Equipment Inventory.

- 5.7 <u>Spillage</u>. Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for the cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material. Contractor shall not be responsible for the collection of any scattered Waste that has not been caused by Contractor's employees.
- **Point of Contact**: All dealings and contacts between Contractor and City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator.

### 5.9 <u>Contractor's Employees</u>.

- (a) Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Contract shall:
  - (1) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification cards and/or badges bearing the name and photo of the officer or employee and identifying the person as an officer or employee of Contractor.
  - (2) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract.
  - (3) never identify themselves, or in any way represent themselves, as being employees or agents of City.
  - (4) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition.
  - (5) interact with Customers and other members of the public in a neat, orderly, courteous, helpful, and impartial manner and refrain from belligerent behavior and/or profanity when interacting with Customers.
  - (6) conduct collection serves with as little noise and as little disturbance to Customer as reasonably possible taking into consideration the noise customarily generated by the normal operation of Collection Vehicles and other collection equipment.

- (7) not disturb or otherwise unreasonably interfere with a customer's property that is adjacent to where the Customer's container(s) are located for collection.
- (8) take reasonable precautions to prevent damage to property, including lawns, shrubs, flowers, and other plants while performing Collection Services.
- (b) Contractor shall be solely responsible for managing and disciplining Contractor's employees. If Contractor receives a report alleging one or more of Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City providing the details of the incident, which report shall include: the nature of the incident, time, date, and location of the incident; name, address, and telephone number of the person alleging the violation; the name and title Contractor's officer(s) and/or employee(s) involved in the incident; and what disciplinary action, if any, was taken by Contractor. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, such employee shall be removed from an assignment from providing Collection Services under this Contract not later than ten (10) days after receipt of City's written request for such removal, which removal shall continue for the duration of the Term of this Contract (including Initial Term and any Extended Term) unless otherwise agreed in writing by the Contract Administrator.

### VI. REPORTING REQUIREMENTS

- **Reports Generally; Format**. Contractor shall provide to City the reports or notifications to the City's Contract Administrator described in this Article VI in addition to any daily reports required by this Contract. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required by Article VI. All information provided in the reports delivered by Contractor to City pursuant to this Article VI becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.
- 6.2 <u>Monthly Reports.</u> Not later than the tenth (10th) of each month during the term of this Contract, Contractor shall deliver to the City Manager in the agreed format a report relating to the collection activity during the prior calendar month ("Monthly Reports"). Monthly Reports shall include route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected and contain, as a minimum, the following information:
  - (a) Number of Residential Units served.
  - (b) Number of Commercial Units served.
  - (c) Tonnage of Waste collected during the month and delivered to the Disposal Facility, broken down by collection from Residential Units, Commercial Units, and Industrial Units.
  - (d) Tonnage of Residential Recycling Materials collected and delivered to the Disposal Facility.
  - (e) Tonnage of Residential Bulk and Brush collected.
  - (f) Tonnage of Waste collected from Commercial Units.

- (g) Tonnage of Waste collected from Roll Off Units.
- (h) Residential Recycling Participation Rate, being the percentage of Residential Units participating in recycling collection services.
- (i) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring while providing services under the Contract during the month.
- (j) Summary of property damage claims or personal injury claims received by Contractor during the month as a result of providing services under the Contract, even if the events giving rise to such claim occurred in a prior month; and
- (k) List of Customer complaints received by Contractor either directly or forwarded by City, arranged and listed by category, including the date the complaint was received, the address of the complainant, the address of the property about which the complaint was made (if different than Customer's address, name of the complainant, nature of the complaint, how the complaint was resolved, the date the complaint was resolved when the complainant was contacted about the resolution of the complaint, and if the complaint has not been resolved as of the date of the Monthly Report, when and how Contractor expects the complaint to be resolved.
- (l) Residential and Commercial Franchise Fees reimbursed to City and breakdown.
- **Annual Reports.** No later than November 1<sup>st</sup> after the end of each Contract Year, Contractor shall submit to the Contract Administrator an annual report (the "<u>Annual Report</u>") covering the immediately preceding Contract Year and include at least the following information:
  - (a) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
  - (b) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
  - (c) A description of all public information programs undertaken with audiences reached and media used.
  - (d) With respect to the final Annual Report, including all information required for the Monthly Report relating to the last calendar month prior to the date of termination of the Contract.

The obligation to submit the Annual Report for the last Contract Year shall survive the termination or expiration of this Contract. City may withhold payment of balances due to Contractor at the end of the Contract until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of this Contract.

### VII. PUBLIC EDUCATION CAMPAIGN SERVICE AND CITY FACILITY SERVICE

- 7.1 <u>Public Education Campaign.</u> To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:
  - (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of collection by Contractor, which brochure shall, as a minimum, describe the upcoming changeover in the provider of Waste Material, Recyclable Material, Bulk and Brush collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
  - (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information;
  - (c) Coordinate with and supply all information reasonably requested by City's Director of Marketing & Communication and Public Works Director to facilitate City's efforts to notify Residential Customers of this transition; and
  - (d) Contractor shall provide an annual contribution of Twelve Thousand Dollars (\$12,000) to promote optimum participation in all environmental programs. Payment shall be made on February 1 of each year of the contract term.
- 7.2 <u>City Facilities and Special Events.</u> Contractor agrees to provide Dumpster(s), Poly Carts, and/or Roll-Offs for the Special Events and at City Facilities set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection is set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service as agreed to between City and Contractor to existing City Facilities will be added to the Exhibit and serviced at no charge. Any additional events not listed in Exhibit B or necessary increases in service to events listed in Exhibit B will be serviced by Contractor at a charge.

#### VIII. CONTRACTOR RESPONSIBILITIES

- **8.1** <u>Generally.</u> In providing the Collection Services required by this Contract, Contractor's responsibilities shall include:
  - (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract.
  - (b) All actions and activities of its subcontractors.
  - (c) Supplying all records and information required by this Contract.
  - (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances.
  - (e) Paying all applicable taxes and Franchise fees.
  - (f) Paying to City not later than the thirtieth (30<sup>th</sup>) day after the Effective Date the one-time reimbursement of City's costs for the development of the RFP and the Contract Documents including, but not limited to, this Contract, the estimated total of which is \$39,940.

- (g) Complying with applicable laws and regulations.
- (h) Performing all work in a timely, thorough, and professional manner.
- (i) Disposing of all collected MSW at a permitted MSW Landfill.
- (j) Processing and marketing Recyclable Materials collected by Contractor from Residential Units.
- (k) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.
- (l) Collecting all missed collections for any service provided within 24 hours after being notified of the missed collections, including picking up on Saturday if notified of a missed collection on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.
- 8.2 Contractor's Office. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 9:00 A.M. and 3:00 P.M. Central Time. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.
- **8.3** Newsworthy and Emergency Notifications. Contractor must contact Contract Administrator as soon as reasonably practical and, in no case, later than 24 hours after the occurrence of one of the following:
  - (a) any news coverage or sudden event that could impact the service Contractor provides to City pursuant to this Contract;
  - (b) any news coverage or sudden event that is reasonably anticipated to result in Customer phone calls to City;
  - (c) an environmental emergency or incident, including spills, which involves Contractor, a related business of Contractor, or one or more of Contractor's employees that occurs within City;
  - (d) a motor vehicle accident that occurred while providing services under the Contract;
  - (e) personal injury accidents which occurred while providing services under the Contract; and/or
  - (f) property damages that occurred while providing services under the Contract.

- 8.4 <u>Street Damages.</u> Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits or those areas in the City's ETJ as further described in this Agreement and in the RFP that:
  - (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
  - (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined to be Contractor's responsibility. Notwithstanding anything in this Section 8.4 to the contrary, Contractor shall not be responsible for damage which is not negligently or willfully caused by Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.

- **8.5** <u>City Facilities</u>. Contractor shall not charge City for collection services from City Facilities as described in Exhibit "A" or from any additional City Facilities that City may add.
- **Enforcement**. Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Contract, including Contractor's right to be the sole provider of Waste and Recyclable Materials collection within City per this Contract.
- 8.7 **Damage to Property**, Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor's officers or employees. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the City Manager and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within fortyeight (48) hours of earlier knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the City Manager, the City Manager may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

#### IX. LIQUIDATED DAMAGES

**9.1** Generally. Acceptable performance standards pursuant to this Contract include the provision of daily services on a timely basis with minimal interruptions, Contractor being environmentally responsible while providing such daily services, and Contractor responding promptly to both

residential and commercial Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages as set forth in Section 9. City may charge Liquidated Damages to Contractor as set forth in Section 9.2 on a monthly basis and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the City Manager or designee to attempt to resolve the issue. The decision of the City Manager shall be final.

# **9.2 Liquidated Damages Assessed.** City may assess liquidated damages to Contractor as follows:

- (a) Missed collection: \$100 per missed collection in excess of five (5) missed collections on the same collection day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating the collection vehicle traveled on the street and collections occurred on the street on the day on which the complaint relates.
- (b) If a missed collection has not been collected within the time required by Section 8.1(k): \$100 per occurrence per day.
- (c) \$500 per incident for Contractor failing to collect Waste on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac, report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts, and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint.
- (d) Commencement of residential collection prior to 7:00 a.m. or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
- (e) Commencement of commercial collection within 500 feet of a Residential Unit prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: \$250 per route per occurrence.
- (f) Failure to complete a majority (50%) of the collections on a given day: \$5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.).
- (g) Failure to maintain a vehicle in a manner consistent with the Contract: \$100 for each incident.
- (h) Failure to clean up spilled Solid Waste or Recyclables resulting from Contractor loading and/or transporting within two (2) hours of notification: \$250 per impacted address.
- (i) Failure to resolve properly reported bona fide Customer complaints within one business day: \$200 for each incident.
- (j) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Contract: \$250 per report per calendar day delinquent.

- (k) Failure to submit accurate accounting invoices and/ or complaint reports in the specified format: Non-payment until an accurate accounting is submitted.
- (l) Failure to return carts and containers to approximately original collection location: \$50 each incident, for each affected address.
- (m) Failure to leave a public education notice when material that is inappropriately prepared is not collected: \$50 each incident.
- (n) Failure to be prepared to perform services on or after the Commencement Date: \$ 5,000 per calendar day on and after the Commencement Date the services are not being performed by Contractor.
- (o) Failure to deliver or replace carts for any reason within five (5) business days of written notification: \$50 per incident per affected address.
- (p) Contractor commingling Recyclable Materials with MSW: \$ 1,000 for each incident.
- (q) Disposal of Recyclable Materials to a site other than a proper recycling facility: \$ 2,000 for each incident.
- 9.3 <u>Liquidated Damages and Not Penalty</u>. Because Contractor's failure to perform the specific tasks described in Section 9.2 and the damages that would be incurred by City being required to assist Customers in handling and resolving complaints (which Residential Customers are citizens and/or property owners located in City's Limits or those areas in the City's ETJ as further described in this Agreement and in the RFP), cannot be reasonably estimated and calculated by the Parties, and because the precise nature and amount of damages that may be incurred cannot be reasonably foreseen by the Parties, City and Contractor agree that the amount assessed in accordance with Section 9.2 constitute liquidated damages and not a penalty.

# X. CITY'S REPRESENTATIONS AND WARRANTIES

- **10.1** Representations and Warranties. City hereby makes the following representations and warranties to and for the benefit of, Contractor:
  - (a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract.
  - (b) City has duly authorized the execution and delivery of this Contract, and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
  - (c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or

- any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City's legal rights and authority as set forth in this paragraph (d) are not accurate shall be as set forth in Section 17.05, below.

# XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR

# 11.1 Residential Customer Billing; Payment for Service.

- (a) City shall provide billing for Residential Customers during the term of this Contract. Billing for Residential Customers shall consist of the Rate charged by the Contractor plus a ten percent (10%) franchise fee.
- (b) Not later than the 5<sup>th</sup> day of each calendar month during the Term of this Contract, Contractor shall obtain from City a count of Residential Units billed for collection services in the prior calendar month.
- (c) Based on the number of Residential Customers reported by City, Contractor shall deliver to City an invoice setting forth sums due by City to Contractor for services rendered to Residential Customers under this Agreement excluding the ten percent (10%) franchise fee.
- 11.2 <u>Non-Paying Customers.</u> City shall notify Contractor in writing of any Residential Customer that has failed to pay City for waste collection services. Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.
- 11.3 <u>Commercial Customer Billing.</u> Contractor shall be solely responsible for billing and bill collection services to Commercial Units and Industrial Units. City shall not be obligated to pay Contractor for Commercial Collection services provided by Contractor to Commercial Units or Industrial Units. Not later than the tenth (10<sup>th</sup>) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the individual billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.
- 11.4 <u>Industrial Customer Billing.</u> Contractor shall be solely responsible for billing and bill collection services to Industrial Units. City shall not be obligated to pay Contractor for Collection services provided by Contractor to Industrial Units. Not later than the tenth (10<sup>th</sup>) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the

individual billings to Industrial Units for collection and other services provided to Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.

11.5 <u>Franchise fee.</u> Contractor shall pay to City a franchise fee equal to twelve (12%) of all amounts paid by Commercial and Industrial Customers within the City to whom Contractor provides services pursuant to the authority granted by this Contract ("the Franchise Fee").

The Franchise Fee constitutes a payment to City for the right of Contractor to use City's streets, alleys, and rights-of-way in providing the services described in this Contract. Contractor shall have the right to pass the Franchise Fee through to Customers, provided the amount of the Franchise Fee passed through to each Customer does not exceed twelve percent (12%) of the amounts billed to the Commercial and Industrial Customer and ten percent (10%) of the amounts billed to the Residential Customer, excluding any state and local sales and use taxes. Contractor shall pay the Franchise Fee to City as follows:

(a) Franchise Fees attributable to the provision of services to Commercial and Industrial Customers shall be paid not later than the last day of the calendar month following the month for which services have been paid to Contractor, regardless of the month in which the services were actually provided. By way of example only to illustrate the intent of the previous sentence, Contractor shall pay Franchise Fees to City not later than April 30, 2025, for payments received by Contractor during the month of March 2025 for services provided to Commercial and Industrial Customers, regardless of the date the services were provided.

Contractor shall remain liable for the payment of Franchise Fees after termination of this Contract for any and all services provided prior to termination of this Contract. City may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15<sup>th</sup> day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the City pursuant to this Contract regardless of Contractor's failure to elect to pass through the cost of the Franchise Fee to Customers.

# XII. TITLE TO WASTE MATERIAL

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, Generator, or depositor of such waste and shall at no time pass to Contractor. City will provide all reasonable assistance to Contractor to investigate and determine the identity of the depositor or Generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. City is not responsible for costs associated with Unacceptable Waste, except to the extent that such Unacceptable Waste was placed for collection by City in violation of this Contract.

#### XIII. CONTRACTOR'S PROPERTY

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

#### XIV. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Contract for a period of at least four (4) years after submission of the last Monthly Report. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Contract. In addition to the Monthly Reports and Annual Reports, City may request periodic reports pursuant to services rendered regarding information not contained in the Monthly Reports or Annual Reports. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the written request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5<sup>th</sup>) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

#### XV. TERMINATION OF CONTRACT

- 15.1 Termination by Default. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Upon such termination under this section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract, but the Parties expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.
- 15.2 <u>Termination for Insolvency, Bankruptcy, Assignment to Creditors</u>. City may, without further notice, terminate this Contract immediately if Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.
- **15.3** <u>Termination by Mutual Agreement</u>. If City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in the writing.
- 15.4. Termination for Non-Appropriation of Funds. Contractor acknowledges and understands that City is prohibited by law from entering into contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30<sup>th</sup> occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing October 1<sup>st</sup> for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond

the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

- 15.6 Right of Contractor to Terminate. If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the Residential Waste Collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:
  - (a) to terminate this Contract, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or
  - (b) to continue to perform the services pursuant to this Contract, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

If such injunction is applicable to any services provided under this Contract other than Residential Waste Collection services, Contractor shall have the right to terminate the provision of such other services pursuant to this Contract but shall not be authorized to terminate the provision of Residential Waste Collection services or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 17.05, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

#### XVI. DEFENSE OF SUITS

If any action in court is brought against City, or any officer or agent of City, for the failure, omission, or neglect of Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of Contractor or his/her subcontractors or his/her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers Contractor shall indemnify and save harmless City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

# XVII. OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

#### XVIII. INSURANCE

- **18.1** <u>Insurance Types and Limits</u>. During the Term of this Contract, Contractor shall maintain in full force and effect insurance coverage with the minimum limits as follows:
- (a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Contract, with a minimum combined single limit of not less than \$1,000,000 per occurrence

- and not less than \$2,000,000 aggregate, for injury to persons (including death), and for property damage via blanket form endorsement.
- (b) Automobile liability insurance with not less than \$1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract via blanket form endorsement; and
- (c) Statutory Worker's Compensation Insurance or equivalent or other State-approved program covering all of Contractor's employees involved in the provision of services under this Contract

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager.

Provided Contractor maintains at least the types of coverage and minimum coverage limits described above, Contractor shall secure and maintain throughout the Term of this Contract insurance of such types and in such amounts as may be necessary to protect itself and the interest of City against all hazards or risks of loss as hereinafter specified. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

- **Required Endorsements**. All insurance and certificate(s) of insurance shall be endorsed to contain the following:
  - (a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance.
  - (b) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and
  - (c) No insurance policy shall not be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

A certificate of insurance evidencing the required insurance shall be submitted to City prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.

#### XIX. PERFORMANCE BOND

Contractor shall deliver to City a performance bond in the amount equal to one hundred percent (100%) of the annual value of the Contract, executed by a good and sufficient corporate surety eligible to

conduct business in Texas, and conditioned that Contractor shall well, truly, and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Contract.

#### XX. INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S **ELECTED** AND APPOINTED OFFICERS, EMPLOYEES, AGENTS(COLLECTIVELY, THE "CITY INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST ONE OR MORE OF THE CITY INDEMNITEES THAT WOULD HAVE BEEN BARRED UNDER COMPENSATION INSURANCE, CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY INDEMNITEE(S) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND ONE OR MORE OF THE CITY INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR CITY UNDER TEXAS LAW, IT BEING THE INTENT THAT CITY SHALL BE RESPONSIBLE FOR THE NEGLIGENCE APPORTIONED TO THE CITY INDEMNITEE(S) AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT TO THE EXTENT OF THE CITY INDEMNITEE'S NEGLIGENCE. CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS ARTICLE XVII SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR TO THE LIMITS OF ANY INSURANCE COVERAGE.

#### XXI. MISCELLANEOUS

- **Entire Agreement; Priority of Documents.** This Contract, along with the Contract Documents, constitutes the sole and only agreement between the Parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter of this Contract. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in the following order of priority from first to last unless the provision in the lower priority Contract Document indicates otherwise by use of the phrase "notwithstanding anything in the Contract Documents to the contrary" or similar phrase: (i) this Contract, including any subsequent amendments to this Contract, (ii) the RFP; and (iii) Contractor's Response to the RFP.
- 21.2 Assignment. Contractor may not assign this Contract without City's prior written consent. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Contract. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of Contractor's subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by a lender to Contractor without the consent of City.
- **21.3** Successors and Assigns. Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.
- **21.4** Governing Law. The laws of the State of Texas shall govern this Contract; and the venue for any action concerning this Contract shall be in the state district courts of Travis County, Texas. The Parties agree to submit to the personal jurisdiction of said Court.
- **21.5** Amendments. This Contract may be amended only by the written agreement of the Parties.
- 21.6 Severability. If any one or more of the provisions contained in this Contract, inclusive of the Contract Documents, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- **Independent Contractor**. All services to be performed by Contractor pursuant to this Contract shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract.
- **Notice**. Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefor:

If intended for City:

With Copy to:

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

smoore@manortx.gov

If intended for Contractor:

President/CEO 2323 Bryan Street Suite 2620 Dallas, TX 75201 Knight Law Firm. LLP 223 W. Anderson Ln., Ste. A-105 Austin, TX 78752 Attn: Paige Saenz psaenz@cityattorneytexas.com

- **21.9** Counterparts. This Contract may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.
- **21.10** Compliance with Federal, State & Local Laws. The Parties shall comply in the performance of Services under the terms of this Contract with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.
- 21.11 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Contract, including any obligation of Contractor to pay liquidated damages pursuant to Sections 9.01 and 9.02, if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, epidemic or pandemic, or any similar cause beyond the reasonable control of such Party, provided the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the Force Majeure delay to the other Party as soon as possible but in no event later than 24 hours after the earlier of the Party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.
- **21.12.** <u>Proposal Representations</u>. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal (response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.
- **21.13** <u>Confidentiality Regarding Waste Material</u>. Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 21.14 No Waiver for Delay. The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

- **21.15** Effective Date. The effective date of this Contract is as of the date signed by the authorized representatives of the City (the "Effective Date").
- **21.16** Non-discrimination. In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
- **21.17** Compliance with Federal Immigration Laws. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City, employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

#### 21.18 Statutory Verifications. Contractor verifies that:

- (a) To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (b) To the extent the Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Consultant hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).
- (d) The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or

directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

21.19 Form 1295. In compliance with the State of Texas Government Code, Section 2252.908, if applicable, the City requires that Contractor must complete the online Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at <a href="https://www.ethics.state.tx.us">www.ethics.state.tx.us</a>. Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to execution of this Contract and any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

Signatures on Following Page

SIGNED AND AGREED on	, 2024.
	CITY OF MANOR, TEXAS
	By:Scott Moore, City Manager
ATTEST:	
Lluvia Almaraz, City Secretary	
APPROVED AS TO FORM AND LEGALITY:	
Veronica Rivera, Assistant City Attorney	

SIGNED AND AGREED on		_, 2024.
	Frontier Texas Ventures I, LLC	
	By:	
	Name: John Gustafson	
	Title: President & CFO	

# **EXHIBIT A**

# RESIDENTIAL RATES

1 x per week MSW Collection in Contractor-Supplied 95-gallon Co	art with a	all waste in ca	rt
Every Other Week Recycling Collection in Contractor-Supplied 95	-gallon (	Cart	
1 x week Brush/Bulky Materials Collection (max. 3 cubic yards pe	r collecti	on)	
Total Price per home per month	\$	18.99	
Rate per cart for extra MSW cart	\$	7.00	
Rate per cart for extra Recycling cart	\$	7.00	
Replacement Cart Purchase			
Price for replacement solid waste cart (one-time fee)	\$	75.00	
Price for replacement recycling cart (one-time fee)	\$	75.00	
Rates for Collection of Unusual Accumulations – Any Option			
Rate per hour for Vehicle (any type) and Crew*	\$	200.00	
Disposal fee per yard collected	\$	12.00	
*Fee to be determined by estimated time servicing the home, not home	t portal-1	to-portal for e	ach

# Disaster Management Rates - Any Option

Rate per Hour for Roll Off Truck and Container	\$ 200.00
Rate per Hour for Grapple Truck	\$ 200.00
Rate per Hour for Rear Load Truck and Crew	\$ 200.00
Disposal Fee per ton collected	\$ 72.50

# Small Commercial with Contractor-supplied 95-gallon Poly Carts

One Cart once per week	\$ 20.99
Each Additional Cart (s) Once Per Week	\$ 20.99

# COMMERCIAL FRONT LOAD RATES

All Fees include disposal costs (in US dollars).

Size	1x	2x	3x	4x	5x	6x	extra
2 yard	64.50	129.00	231.20	295.70	496.25	560.75	32.25
3 yard	97.72	195.46	322.51	430.01	537.51	644.99	48.86
4 yard	104.24	203.27	345.47	446.98	541.22	655.46	52.12
6 yard	127.05	250.17	372.37	528.20	635.25	762.30	63.53
8 yard	153.75	302.31	404.50	546.70	768.76	922.51	76.88

Casters (fee per month per container) \$75.00 per month Locks (fee per collection per container) \$4.60 per collection

Enclosures (fee per collection per container) \$ no charge

# Roll-Off – Temporary- EXCLUSIVE TO CONTRACTOR (in US dollars)

	Delivery	Daily Rental	Haul Rate	Disposal
				per Ton
10 yard	100.00	2.00	225.00	72.50
15 yard	100.00	2.00	225.00	72.50
20 yard	150.00	4.00	370.00	72.50
30 yard	150.00	4.50	370.00	72.50
40 yard	150.00	5.00	370.00	72.50

# Roll-Off – Permanent- EXCLUSIVE TO CONTRACTOR (in US dollars)

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	n/charge	3.00	370.00	72.50
30 yard	n/charge	3.50	370.00	72.50
40 yard	n/charge	4.00	370.00	72.50

# Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR (in US dollars)

	Monthly Rental	Haul	Disposal
		Rate	per Ton
30 yd SC**	500.00	500.00	72.50
35 yd SC**	500.00	500.00	72.50
40 cubic yard	250.00	500.00	72.50
Receiving			
Container			

Relocate/Block Fee \$ 200.00 per haul

**EXHIBIT "B"** City Facilities at No Charge (Future City facilities will be provided free of charge)

City Hall	105 Eggleston	1	8YD	1X-WK
Public Works	416 Greg Lane	1	4YD	1X-WK
Police Department	402 W. Parsons	1	95-Gal Trash	1X-WK
Police Department	402 W. Parsons	1	95-Gal Recycle	1X-WK
MANOR CITY YARD	400 W PARSONS	1	8YD	1X-WK

# **City Facilities Roll-Off Services**

SERVICE NAME	STREET	QTY	SIZE	AVERAGE HAULS PER MONTH
Public Works	547 Llano St	2	40yd	2-3
City of Manor	15317 HWY 290	1	20 yd	New location added 2/22/24



# **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Belen Peña, Director of Finance

**DEPARTMENT:** Finance

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025.

#### **BACKGROUND/SUMMARY:**

Two public hearings were conducted on September 4, 2024, and September 18, 2024, at 7 p.m. at City Hall Chambers located at 105 E Eggleston St. Manor, TX 78653.

The proposed Tax rate for FY 2024-2025:

Operation & Maintenance (O&M) \$0.5178

Debt Service \$0.3359

Total Tax Rate \$0.8537

**LEGAL REVIEW:** Not Applicable

FISCAL IMPACT: No PRESENTATION: No ATTACHMENTS: Yes

- FY 2024-2025 Proposed Annual Property Tax Rate
- Ordinance No. 760 FY2024-2025 Annual Property Tax Rate
- Form 50-856

# **STAFF RECOMMENDATION:**

Staff recommends that the City Council approve and adopt Ordinance No. 760 with the following motion: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.8537 on each \$100.00 valuation of property, which is effectively a **7.83%** percent increase in the tax rate."



# Notice of Public Hearing On Tax Rate

The City of Manor, Texas will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 15.77%. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The public hearings will be held on September 4, 2024 and September 18, 2024, at 7:00 p.m. at the Manor City Council Chamber, 105 E. Eggleston Street.

The members of the governing body considered the tax increase proposal as follow:

FOR: Christopher Harvey, Anne Weir, Sonia Wallace,

Maria Amezcua, and Aaron Moreno

**AGAINST:** None

**PRESENT** and not voting: None

**ABSENT:** Emily Hill and Deja Hill

The average taxable value of a residence homestead in Manor, Texas last year was \$273,027. Based on last year's tax rate of \$0.6789 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$1,853.58.

The average taxable value of a residence homestead in Manor, Texas this year is \$287,960. If the governing body adopts the effective tax rate for this year of \$0.8537 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$2,458.31.

If the governing body adopts the proposed tax rate of \$0.8537 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$2,458.31.

Members of the public are encouraged to attend the hearings and express their views.

(Published: 8/16/24 & 8/23/24)

# **ORDINANCE NO. 760**

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND ESTABLISHING WHEN TAXES SHALL BECOME DUE AND SAME SHALL BECOME DELINQUENT, IF NOT PAID.

WHEREAS, the City Council of the City of Manor, Texas approved the annual budget for the municipality's fiscal year beginning October 1, 2024, and ending September 30, 2025; and

**WHEREAS**, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, real and personal, within the corporate limits of the City of Manor, Texas in accordance with such annual budget and the Texas Tax Code; and

**WHEREAS**, the City Council conducted a public hearing to discuss a proposal to increase total tax revenues on September 4, 2024, and September 18, 2024 as provided by law;

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

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Manor, Texas (herein the "City") and to provide an Interest and Sinking Fund for the fiscal year 2024-2025, upon all property, real, and personal, and mixed, within the corporate limits of said City on January 1, 2025 subject to taxation, a tax of \$0.8537 on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- **A.** For the maintenance and operations of the municipal government (General Fund), **\$0.5178** on each \$100.00 valuation of property; and
- **B.** For the debt service of the municipality (Interest and Sinking Fund), \$0.3359 on each \$100.00 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE INCREASED BY <u>7.83%</u> PERCENT. AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$287,960 HOME BY APPROXIMATELY <u>\$305.14</u>.

<u>Section 2.</u> Taxes levied under this Ordinance shall be due October 1, 2024 and, if not paid on or before February 1, 2025, shall immediately become delinquent.

Lluvia T. Almaraz, City Secretary

Section 3. All taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor-Collector, as the assessor and collector for the City, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and Ordinances of the City, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be apportioned to the General Fund of the City. All delinquent taxes shall bear interest at the rate prescribed by State law.

Section 4. This Ordinance shall take effect and be in full force from and after its passage.

PASSED, ADOPTED, AND APPROVED on this 18th day of September 2024.

The motion to adopt was made by Councilmember \_\_\_\_\_\_\_, with the following language: "I move that the property tax rate be increased by the adoption of a tax rate of \$0.8537 on each \$100.00 valuation of property, which is effectively a 7.83% percent increase in the tax rate."

The motion was seconded by Councilmember \_\_\_\_\_\_, and the result of the vote by the Council was \_\_\_\_\_ FOR, \_\_\_\_ AGAINST, and \_\_\_\_\_ ABSTAINING.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

# 2024 Tax Rate Calculation Worksheet Taxing Units Other Than School Districts or Water Districts

Form 50

Item 10.

# CITY OF MANOR

5122725555

Taxing Unit Name

Phone (area code and number)

# 105 E Eggleston St/ PO Box 387 Manor TX 78653

www.manortx.gov Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements or Comptroller Form 50-884 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts or Comptroller Form 50-860 Developed Water District Voter-Approval Tax Rate Worksheet.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

#### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate				
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). <sup>1</sup>					
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	ş <u>0</u>				
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$2,082,482,309				
4.	. Prior year total adopted tax rate.					
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.  A. Original prior year ARB values:					
	C. Prior year value loss. Subtract B from A. <sup>3</sup>	<sub>\$</sub> 7,159,181				
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.  A. Prior year ARB certified value:					
	C. Prior year undisputed value. Subtract B from A. 4	<sub>\$</sub> 75,211,204				
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	<sub>\$</sub> 82,370,385				

<sup>&</sup>lt;sup>1</sup> Tex. Tax Code §26.012(14)

<sup>&</sup>lt;sup>2</sup> Tex. Tax Code §26.012(14)

<sup>&</sup>lt;sup>3</sup> Tex. Tax Code §26.012(13)

<sup>&</sup>lt;sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount	Item 10.
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	<sub>\$</sub> 2,164,8	52,694
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	ş <u>0</u>	
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.		
	A. Absolute exemptions. Use prior year market value: \$8,134,208		
	<b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value:		
	C. Value loss. Add A and B. 6	<sub>\$</sub> 16,070	,211
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use proper- ties that qualified in the prior year.  A. Prior year market value:  S  Current year productivity or special appraised value:  -5  22,446		
	B. Current year productivity or special appraised value: -5 22,440  C. Value loss. Subtract B from A. 7	(22 446)	
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$\frac{(22,446)}{16,047}	7 765
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	<sub>\$</sub> 147,96	
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,000,8	42,160
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 13,583, <sup>-</sup>	717.42
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. 9	<sub>\$</sub> _46,56	51.14
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. 10	\$ 13,630,i	278.56
18.	<b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. <sup>11</sup>		
	A. Certified values: \$\frac{2,265,459,419}{2}\$		
	<b>B.</b> Counties: Include railroad rolling stock values certified by the Comptroller's office: $+ 5 $		
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:		
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. 12		
	E. Total current year value. Add A and B, then subtract C and D.	<sub>\$</sub> 2,119,2	82,664

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.012(15)

Tex. Tax Code \$26.03(c)

Tex. Tax Code \$26.012(13)

Tex. Tax Code \$26.012(13)

Tex. Tax Code \$26.012(23)

Tex. Tax Code \$26.012, 26.04(c-2)

Tex. Tax Code \$26.03(c)

# **SECTION 2: Voter-Approval Tax Rate**

Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. 20

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. 21

- Maintenance and Operations (M&O) Tax Rate: The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$0.4802 /\$100
29.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$2,164,852,694

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)

26.

0.6677 و

/\$100

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<sup>14</sup> Tex. Tax Code §26.01(c)

<sup>15</sup> Tex. Tax Code §26.01(d)

<sup>16</sup> Tex. Tax Code §26.012(6)(B)

<sup>&</sup>lt;sup>17</sup> Tex. Tax Code §26.012(6)

<sup>18</sup> Tex. Tax Code §26.012(17)

<sup>19</sup> Tex. Tax Code §26.012(17)

<sup>20</sup> Tex. Tax Code §26.04(c)

2024 Tax Rate Calculation W	orksheet – Taxing Units Other Than School Districts or Water Districts	Fo <u>rm 50-856</u>
Line	Voter-Approval Tax Rate Worksheet	Amount Item 10.

Line		Voter-Approval Tax Rate Worksheet		Amount	Item 10.
30.	Total p	rior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100		<sub>\$</sub> 10,395,	622.64
31.	Adjusto	ed prior year levy for calculating NNR M&O rate.			
	A.	<b>M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding the prior tax year	+ \$		
	В.	<b>Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0.	_\$307,728.32		
	C.	Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	/-\$ <mark>0</mark>		
	D.	<b>Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function	ş (274,794.66)		
	E.	Add Line 30 to 31D.		\$ <u>10,120,</u>	827.97
32.	Adjusto	ed current year taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.		\$ 2,041,3	51,111
33.	Curren	t year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.		<sub>\$</sub> 0.4957	/\$100
34.	Rate ac	djustment for state criminal justice mandate. <sup>23</sup>			
	A.	<b>Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$ <u>0</u>		
	В.	<b>Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	_ <u>\$</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		\$	/\$100
35.	Rate ac	djustment for indigent health care expenditures. 24			
	A.	Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for \$	the same purpose.		
	В.	<b>Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose	- \$ <u>0</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0/\$100		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		ş <u>0.0000</u>	/\$100

<sup>&</sup>lt;sup>22</sup> [Reserved for expansion] <sup>23</sup> Tex. Tax Code §26.044 <sup>24</sup> Tex. Tax Code §26.0441

Line		Voter-Approval Tax Rate Worksheet		Amount	nem 10.
36.	Rate ac	ljustment for county indigent defense compensation. <sup>25</sup>			
	Α.	<b>Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending of June 30, of the current tax year, less any state grants received by the county for the same purpose	on \$ <u>0</u>		
	В.	<b>Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose	\$ <u>0</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0 /\$100		
	D.	Multiply B by 0.05 and divide by Line 32 and multiply by \$100	\$ <u>0</u> /\$100		
	E.	Enter the lesser of C and D. If not applicable, enter 0.		\$ 0.0000	/\$100
37.	Rate ac	ljustment for county hospital expenditures. <sup>26</sup>			
	Α.	<b>Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year	ş <u>0</u>		
	В.	<b>Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.	ş <u>0</u>		
	c.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0 /\$100		
	D.	Multiply B by 0.08 and divide by Line 32 and multiply by \$100	\$ <u>0</u> /\$100		
	E.	Enter the lesser of C and D, if applicable. If not applicable, enter 0.		ş 0.0000	/\$100
38.	ity for tl	<b>ljustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a ne current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies ation of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section.	s to municipalities with		
	A.	<b>Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ <u>0</u>		
	В.	<b>Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for pusafety during the preceding fiscal year	s D		
	C.	Subtract B from A and divide by Line 32 and multiply by \$100	\$ 0 /\$100		
	D.	Enter the rate calculated in C. If not applicable, enter 0.		\$ <u>00000</u>	/\$100
39.	Adjuste	ed current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		ş <u>0.4957</u>	/\$100
40.	addition	ment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that nal sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax Section 3. Other taxing units, enter zero.			
	A.	Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any.  Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ <u>0</u>		
	В.	Divide Line 40A by Line 32 and multiply by \$100	\$ 0.0000 /\$100		
	C.	Add Line 40B to Line 39.		ş <u>0.4957</u>	/\$100
41.	Spe - or	t year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.  ecial Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.  her Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		\$ <u>0</u>	/\$100

<sup>&</sup>lt;sup>25</sup> Tex. Tax Code §26.0442 <sup>26</sup> Tex. Tax Code §26.0443

Item 10. **Voter-Approval Tax Rate Worksheet** Line Amour D41. Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41). ر 0.5130 /\$100 42. Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. 28 57,580,233.69 Enter debt amount ..... -50.00B. Subtract unencumbered fund amount used to reduce total debt.  $_{-\,\text{s}}\,0.00$ D. Subtract amount paid from other resources..... 57,580,233.69 E. Adjusted debt. Subtract B, C and D from A. <sub>s</sub> 0.00 43. Certified prior year excess debt collections. Enter the amount certified by the collector. 29 57,580,233.69 44. Adjusted current year debt. Subtract Line 43 from Line 42E. Current year anticipated collection rate. 45. 100.00 Enter the current year anticipated collection rate certified by the collector. 30..... % 99.00 B. Enter the prior year actual collection rate..... % 100.00 C. Enter the 2022 actual collection rate. % 100.00 D. Enter the 2021 actual collection rate. % If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the 100.00 prior three years, enter the rate from A. Note that the rate can be greater than 100%. 31 57,580,233.69 46. Current year debt adjusted for collections. Divide Line 44 by Line 45E. <sub>s</sub>2,256,097,556 47. Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet. ,0.3359 Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100. 48. /\$100 ,0.8489 49. Current year voter-approval tax rate. Add Lines 41 and 48. /\$100 D49. Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. s 0.0000 Add Line D41 and 48. /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)

<sup>28</sup> Tex. Tax Code §26,012(7)

<sup>&</sup>lt;sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)

<sup>30</sup> Tex. Tax Code §26.04(b)

<sup>31</sup> Tex. Tax Code §§26.04(h), (h-1) and (h-2)

2024	Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts	FO <u>r</u>	M 20-820		
	·		Item 10.	Ham 10	
Line	Voter-Approval Tax Rate Worksheet	Amount	nem m.		
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	, O	/\$100		

# SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. <sup>32</sup> Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage.  Taxing units that adopted the sales tax before November of the prior year, enter 0.	ş <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. 33  Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. 34  - or -  Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	<sub>s</sub> O
53.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0.0000</u>
55.	Current year NNR tax rate, unadjusted for sales tax. <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.	\$0.6677 /\$100
56.	Current year NNR tax rate, adjusted for sales tax.  Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ <u>0.6677</u> /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.8489 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$0.8489

#### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0.0000
60.	Current year total taxable value. Enter the amount from Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0.0000</u> _/\$100

<sup>32</sup> Tex. Tax Code §26.041(d)

<sup>33</sup> Tex. Tax Code §26.041(i)

<sup>34</sup> Tex. Tax Code §26.041(d)

<sup>35</sup> Tex. Tax Code §26.04(c)

<sup>&</sup>lt;sup>36</sup> Tex. Tax Code §26.04(c)

<sup>37</sup> Tex. Tax Code §26.045(d)

<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount	Item 10.	
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	<sub>\$</sub> 0.8489	/\$100	

#### SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. 39 The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. 40 In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; 41
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); 42 or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. 43

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. 44

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.6711 /\$100
	B. Unused increment rate (Line 66)	\$ 0 /\$100
	C. Subtract B from A.	\$ 0.6711 /\$100
	D. Adopted Tax Rate	\$ 0.6789 /\$100
	E. Subtract D from C	\$ (0.0078) /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ 2,101,409,419
	G. Multiply E by F and divide the results by \$100	\$ 0
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value	
	• •	\$ 0.7355 /\$100
	A. Voter-approval tax rate (Line 67)	\$ 0.0000 /\$100
	B. Unused increment rate (Line 66)	\$ 0.7355 /\$100
	C. Subtract B from A	
	D. Adopted Tax Rate	
	E. Subtract D from C	\$ (0.0115) /\$100 \$ 1,754,276,050
	F. 2022 Total Taxable Value (Line 60)	*
	G. Multiply E by F and divide the results by \$100	\$ <u>0</u>
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value	
	• • • • • • • • • • • • • • • • • • • •	\$ 0.7667 /\$100
	A. Voter-approval tax rate (Line 67)	\$ 0.0054 /\$100
	B. Unused increment rate (Line 65)	\$ 0.7613 /\$100
	C. Subtract B from A.	\$ 0.7827 /\$100
	D. Adopted Tax Rate	\$ (0.0214) /\$100
	E. Subtract D from C.	\$ 1,217,505,804
	F. 2021 Total Taxable Value (Line 60)	T
	G. Multiply E by F and divide the results by \$100	\$ 0
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ <u>0.0000</u> /\$100
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ <u>0.0000</u> /\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ <u>0.8489</u> _/\$100

<sup>&</sup>lt;sup>39</sup> Tex. Tax Code §26.013(b)

<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

<sup>&</sup>lt;sup>41</sup> Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a) <sup>42</sup> Tex. Tax Code §§26.0501(a) and (c)

<sup>43</sup> Tex. Local Gov't Code §120.007(d) 44 Tex. Local Gov't Code §120.007(d)

#### SECTION 6: De Minimis Rate

Item 10.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. 44 This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. 45

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the Voter-Approval Tax Rate Worksheet.	0.4957
70.	Current year total taxable value. Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	\$2,256,097,556
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.0221/\$100
72.	Current year debt rate. Enter the rate from Line 48 of the Voter-Approval Tax Rate Worksheet.	\$
73.	De minimis rate. Add Lines 69, 71 and 72.	\$

#### SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.48

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. 49

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.  - or -  If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet.  - or -  If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the No-New-Revenue Tax Rate Worksheet.	\$
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. 51	ş <u>0</u> _/\$100

<sup>45</sup> Tex. Tax Code §26.04(c)(2)(B)

<sup>&</sup>lt;sup>46</sup> Tex. Tax Code §26.012(8-a)

<sup>&</sup>lt;sup>47</sup> Tex. Tax Code §26.063(a)(1) 48 Tex. Tax Code §26.042(b)

<sup>49</sup> Tex. Tax Code §26.042(f)

<sup>50</sup> Tex. Tax Code §§26.42(c)

<sup>51</sup> Tex. Tax Code §§26.42(b)

2024 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts  F			m 50-856
2024 Tax hate calculation Worksheet Taxing Only Other Than School Districts of Water Districts		101	Item 10.
Line	Emergency Revenue Rate Worksheet	Amount	nem 10.
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	ş <u>0</u> .	/\$100
SEC	TION 8: Total Tax Rate		
Indicate the applicable total tax rates as calculated above.			
,	No-new-revenue tax rate.  As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  Indicate the line number used: 0	\$ <u>0.6677</u>	/\$100
l	Voter-approval tax rate	ş <u>0.8489</u>	/\$100
ı	De minimis rate	§ 0.8537	, /\$100
SEC	TION 9: Taxing Unit Representative Name and Signature		
Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. 52			
pri:	e → Belen Peña		
	Printed Name of Taxing Unit Representative		
sig her	Belen Peña 8/8/202	4	

Taxing Unit Representative

For additional copies, visit: comptroller.texas.gov/taxes/property-tax

Date

#### AGENDA ITEM NO.



# **AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Belen Peña, Director of Finance

**DEPARTMENT:** Finance

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance adopting an annual budget for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025.

# **BACKGROUND/SUMMARY:**

The first Public Hearing for the FY 2024-2025 Proposed Budget was on September 4, 2024, at 7 p.m. City Hall Council Chambers 105 E. Eggleston St., Manor, TX 78653.

**LEGAL REVIEW:** Not Applicable

FISCAL IMPACT: No PRESENTATION: No ATTACHMENTS: Yes

- Ordinance No. 761 FY2024-25 Annual Budget
- Exhibit A

# **STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Ordinance No. 761 adopting an annual budget for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, for the City of Manor.

# ORDINANCE NO. 761

# FY 2024-2025 ANNUAL BUDGET ORDINANCE

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING **OCTOBER** 1, 2024, **AND ENDING SEPTEMBER** 30, **THE** APPROPRIATING **VARIOUS AMOUNTS** THEREOF, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2024-2025, and which said proposed annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

**WHEREAS**, the City Council has received said City Manager's proposed annual budget, a copy of which, along with all supporting schedules, have been filed with the City; and

**WHEREAS**, the City Council conducted a public hearing to discuss the proposed annual budget for FY 2024-2025 on September 4, 2024 and September 18, 2024, as provided by law;

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

Section 1. The proposed annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

<u>Section 2.</u> The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved annual budget document for the fiscal year ending September 30, 2025.

**Section 3.** Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

<u>Section 4.</u> This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

# ORDINANCE NO. <u>761</u>

Page 2 of 2

PASSED, ADOPTED, AND APPROVED on this 18th day of September 2024.

	THE CITY OF MANOR, TEXA	
	Dr. Christopher Harvey,	
ATTEST:	Mayor	
Lluvia T. Almaraz,		
City Secretary		

## ORDINANCE NO. <u>761</u>

Page 2 of 2

### Exhibit "A"

### FY 2024-2025 ANNUAL BUDGET



# Proposed Annual Budget Fiscal Year 2024-25

Original Budget Adopted: 9/18/2024

Ordinance Number: 761

	FY 2022-2023			FY 2023-2024				OSED FY 2024-202	25
ACTUAL REVENUES	ACTUAL Expenses	NET	BUDGETED REVENUES	BUDGETED EXPENSES	NET		BUDGET REVENUES	BUDGET Expenses	NET
						GENERAL FUND			
-	-	-	-	-	-	COUNCIL	-	613,938	(613,938)
14,185,236	2,491,121	11,694,115	15,207,946	2,027,282	13,180,664	ADMINISTRATION	17,171,300	1,772,893	15,398,407
-	929,272	(929,272)	0	1,085,379	(1,085,379)	FINANCE DEPT.	-	1,170,655	(1,170,655)
2,249,876	4,189,741	(1,939,865)	1,307,474	4,152,409	(2,844,935)	STREET DEPT.	1,949,000	4,252,073	(2,303,073)
2,529,430	1,375,035	1,154,395	2,428,521	1,511,042	917,479	DEVELOPMENT SERVICES	2,345,100	1,642,302	702,798
40,000	705,436	(665,436)	-	1,112,046	(1,112,046)	PARKS	-	1,289,453	(1,289,453)
532,133	480,209	51,924	420,437	599,483	(179,046)	MUNICIPAL COURT	533,200	589,835	(56,635)
159,707	5,648,628	(5,488,921)	118,651	7,068,809	(6,950,158)	POLICE DEPT.	107,000	8,019,262	(7,912,262)
-	839,874	(839,874)	-	996,303	(996,303)	IT DEPT.	-	1,243,258	(1,243,258)
-	210,330	(210,330)	-	666,412	(666,412)	ECONOMIC DEV. SVCS.	-	676,746	(676,746)
-	215,360	(215,360)	-	277,499	(277,499)	COMMUNITY DEV SVCS	8,000	542,180	(534,180)
-	237,689	(237,689)	-	301,471	(301,471)	HUMAN RESOURCES	-	301,005	(301,005)
-	-	-	315,105	-	315,105	TRANSFERS	-	-	-
19,696,382	17,322,697	2,373,685	19,798,134	19,798,134	-	GENERAL FUND TOTALS	22,113,600	22,113,600	-
						UTILITY FUND	_		
0	647,193	(647,193)	0	731,543	(731,543)	PUBLIC WORKS	0	995,876	(995,876)
4,408,647	4,062,680	345,967	3,527,896	4,535,119	(1,007,223)	WATER	4,159,190	4,334,023	(174,833)
4,018,766	1,840,471	2,178,295	3,059,651	2,298,097	761,554	WASTEWATER	3,535,000	2,858,022	676,978
-			977,211			STORMWATER	643,730	150,000	
-		-	-		-	TRANSFERS	- 1	-	-
8,427,413	6,550,344	1,877,069	7,564,758	7,564,758	-	UTILITY FUND TOTALS	8,337,920	8,337,920	-
							20 171 722		
28,123,795	23,873,041	4,250,754	27,362,892	27,362,892	-	TOTAL POOLED FUNDS	30,451,520	30,451,520	-
4,191,024	4,177,914	13,110	4,188,697	4,177,524	11,173	TOTAL DEBT SERVICE	7,598,234	7,580,384	17,850
4,191,024	4,177,914	13,110	4,100,037	4,177,324	11,113	TOTAL DEBT SERVICE	1,556,254	1,360,364	17,830
						RESTRICTED FUNDS			
128,967	31	128,936	143,556	-	143,556	OTHER	242,104	91,050	151,054
97,878	66,626	31,252	84,548	100,000	(15,452)	HOTEL OCCUPANCY	140,000	50,000	90,000
655,710	261,769	393,941	656,444	461,044	195,400	CAPT IMPACT-WATER	844,358	461,044	383,314
2,013,103	1,918,711	94,392	1,682,352	1,877,752	(195,400)	CAPT IMPACT-WW	2,030,000	1,725,000	305,000
477,004	1,356,119	(879,115)	346,068	663,023	(316,955)	CAPITAL PROJECTS	1,200,000	19,674,333	(18,474,333)
3,372,662	3,603,256	(230,594)	2,912,968	3,101,819	(188,851)	RESTRICTED FUND TOTALS	4,456,462	22,001,427	(17,544,965)
35,687,481	31,654,211	4,033,270	34,464,557	34.642,235	(177,678)	GRAND TOTALS	42,506,216	60,033,331	(17,527,115)
30,081,481	31,004,211	4,033,270	34,404,357	34,042,233	(111,018)	GRAND IUIALS	42,500,216	00,033,331	(17,527,115)

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

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

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

#### AGENDA ITEM NO.



#### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** September 18, 2024 **PREPARED BY:** James Allen, Lt.

**DEPARTMENT:** Police

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a resolution authorizing the City Manager to execute the Fiscal Year 2025 Texas Traffic Safety Program Comprehensive STEP (Selective Traffic Enforcement Program) grant agreement and to serve as the authorized official for this and future grant matters.

#### **BACKGROUND/SUMMARY:**

The STEP (Selective Traffic Enforcement Program) Comprehensive grant is authorized through the State of Texas, Texas Department of Transportation (TXDOT), and funded by the National Highway Traffic Safety Administration. It provides funds to local agencies to conduct traffic enforcement with the goal of reducing the number of crashes on Texas Highways. The Manor Police Department has participated in this grant program since 2019 and will continue its involvement for fiscal year 2025 and beyond with TXDOT's funding this initiative.

**LEGAL REVIEW:** Shruti Vanaparthy, Associate Attorney

FISCAL IMPACT:

PRESENTATION: No ATTACHMENTS: Yes

- Resolution No. 2024-28
- Texas Traffic Safet Program Grant Agreement
- Signature Page

#### STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2024-28 authorizing the City Manager to execute the Fiscal Year 2025 Texas Traffic Safety Program Comprehensive STEP grant agreement and to act as the authorized official for all related matters.

#### **RESOLUTION NO. 2024-28**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AND SIGN THE TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT FOR THE FISCAL YEAR 2025 COMPREHENSIVE STEP (SELECTIVE TRAFFIC ENFORCEMENT PROGRAM) GRANT; AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL FOR ALL MATTERS PERTAINING TO THE GRANT, INCLUDING FUTURE FISCAL YEARS.

**WHEREAS**, the City of Manor finds it in the best interest of its citizens for the Manor Police Department to participate in the Texas Traffic Safety Program Grant Comprehensive STEP (Selective Traffic Enforcement Program) for fiscal year 2025; and

**WHEREAS**, the STEP Comprehensive grant, authorized through the State of Texas, Texas Department of Transportation, and funded by the National Highway Traffic Safety Administration, provides funds to local agencies to conduct traffic enforcement aimed at reducing crashes on Texas highways; and

**WHEREAS**, the Manor Police Department has participated in the STEP Comprehensive grant program since 2019 and seeks to continue its involvement to further enhance traffic safety within the City of Manor; and

**WHEREAS**, the City of Manor agrees that in the event of loss or misuse of the Texas Department of Transportation funds, City of Manor assures that the funds will be returned to the Texas Department of Transportation in full; and

**WHEREAS**, the City of Manor desires to authorize the City Manager to execute and sign the grant agreement for the fiscal year 2025 and for all subsequent fiscal years under the Texas Traffic Safety Program STEP grant, as long as the grant program is available; and

**WHEREAS**, the City of Manor designates the City Manager as the grantee's authorized official for all matters pertaining to the grant for fiscal year 2025 and future fiscal years;

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

1. City of Manor, Texas approves the participation of the Manor Police Department in the Texas Traffic Safety Program STEP grant for fiscal year 2025 and for all future fiscal years, as long as the grant program continues to be available through the Texas Department of Transportation.

### **RESOLUTION NO. 2024-28**

Page 2 of 2

2. The authorized official, the City Manager, is hereby granted the authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City of Manor for fiscal year 2025 and for all subsequent fiscal years under the Texas Traffic Safety Program STEP grant.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of September 2024.

	CITY OF MANOR, TEXAS
ATTEST:	Dr. Christopher Harvey, Mayor
Lluvia T. Almaraz, City Secretary	

# **Texas Traffic Safety eGrants**

# Fiscal Year 2025

Organization Name: City of Manor Police Department

Legal Name: City of Manor

Payee Identification Number: 17416647455001

Project Title: STEP Comprehensive

ID: 2025-ManorPD-S-1YG-00032

Period: 10/01/2024 to 09/30/2025

### Texas Department Of Transportation - Traffic Safety Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name O	f Organizatior	: City of Manor		
Project <sup>*</sup>	Title: STEP Co	omprehensive		
The sign the organ complete person(s	nization for whi e authority to er s) listed under t nents" to enter i	bgrantee hereby represe ch she/he has executed t hter into the agreement o	his a n be Ele	and warrants that she/he is an officer of agreement and that she/he has full and shalf of the organization. I authorize the actronically Sign Grant Agreements and of the organization.
	Name:			
	Title:			
	Signature:			
	Date:			
	e au <mark>thority of C</mark> (if applicable)	rdinance or Resolution	Barren Change	
List Sub		istrators who have comp		nents and Amendments authority to enter into an agreement on
		ubgrantee Administrator in affic Safety eGrants		Title
1.				
2.				
3.				

Printed On: 9/6/2024



#### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Yalondra M. Valderrama Santana, Manager

**DEPARTMENT:** Heritage & Tourism

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to facilities and property rental permit fees; adopting new section A5.008 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.

#### **BACKGROUND/SUMMARY:**

The changes proposed to the Fee Schedule update the extent to which activities provided within the city either utilizing city parks and amenities or special events utilizing city property, structures, equipment and personnel are occurring. The changes revise existing fees or add fees for processing applications to use city property and/or conduct special events and also revise and add fees to recover the City's costs of supporting such activities to protect property and ensure the public safety.

LEGAL REVIEW: Yes,
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

Ordinance No. 762

#### **STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve Ordinance No. 762 as set forth in the caption above.

#### ORDINANCE NO. <u>762</u>

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING MANOR CODE OF ORDINANCES APPENDIX A FEE SCHEDULE BY REPEALING EXISTING SECTIONS A5.002 AND A5.003 RELATING TO PARKS AND SPECIAL EVENT RENTAL FEES; ADOPTING NEW SECTION A5.002 RELATING TO PARKS AND AMENITIES RENTAL FEES; ADOPTING NEW SECTION A5.003 RELATING TO SPECIAL EVENT RENTAL FEES; AMENDING SECTION A5.004 RELATING TO FILM PROJECTS USING CITY PROPERTY FEES; ADOPTING NEW SECTION A5.007 RELATING TO FACILITIES AND PROPERTY RENTAL PERMIT FEES; ADOPTING NEW SECTION A5.008 RELATING TO EQUIPMENT RENTAL AND FEES FOR STAFF SERVICES; PROVIDING FOR AN EFFECTIVE DATE, SAVINGS, SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the "City") growth and development brings the increased use of City parks, streets, properties, and equipment, and personnel for special gatherings;

WHEREAS, the gatherings provide entertainment, professional, sports and educational opportunities for residents and businesses and require the use of city resources;

**WHEREAS**, to best ensure the gatherings are conducted to the enjoyment of residents and success of businesses, the city allows for rental of city spaces, equipment, and venues and when necessary, allows the use of certain City personnel;

WHEREAS, given the increase in frequency and types of gatherings being offered across the city, the comprehensive fee and rate structure herein applicable to the use of City parks applicable to the conduct of special events, captures the scope of city resources being utilized to support such gatherings, and is designed to enable the city to recover the costs incurred in delivering such support; and

**WHEREAS,** the City Council of the City (the "City Council") has determined that the proposed provisions are reasonable and necessary;

# 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.** <u>Amendment of Code of Ordinances</u>. The City Council hereby amends Appendix A, Fee Schedule, Article A5.000 (Administrative and Miscellaneous Fees) of the Manor Code of Ordinances (the "Fee Schedule") by repealing existing Section A5.002 adopting a new Section A5.002 reflecting specific and general fees relating to parks and amenities in the form of two

tables; repealing existing A5.003 and adopting a new Section A5.003 detailing special event permit fees, amending A5.004 to increase the application fee and to specify that fees for other categories in the section apply daily; and adopting new Sections A5.007 relating to facilities and properties rental permit fees and A5.008 relating to equipment rental fees and staff fees as set forth below.

Sec. A5.002 Park rental permit fees – REPEALED

#### "Sec. A5.002 Parks & amenities rental permit fees.

The following fees and charges are established and shall be collected for all City of Manor Park rentals. Deposits may be refunded minus city staff costs if required:

Parks	Amenities	Fees	Rental Length
	Pavilions	\$25	per 2 hours
	Picnic Tables	-	-
	Parking Lot Only	\$50	All Day
Jennie Lane Park		\$100	0-4 hours
	Full Park	\$150	4 hours-6 hours
		\$200	All Day
	Pavilions + Green Area	\$50	per 2 hours
	Picnic Tables	-	-
Timmermann Park - Area 1	Parking Lot Only	\$50	All Day
1 mmermann rark - Area 1		\$150	0-4 hours
	Full Park	\$200	4 hours-6 hours
		\$250	All Day
Timmermann Park - Area 2	Open Space	\$50	per 2 hours
	Pavilions	-	-
	Picnic Tables	-	-
	Parking Lot Only	\$50	All Day
All Other Parks & Trails		\$100	0-4 hours
	Full Park	\$150	4 hours-6 hours
		\$200	All Day

Additional Parks & Amenities Rental Fees:

Services	Fees
Electricity	\$25
Water	\$25
Debris Removal/Maintenance	\$75
Administrative Cancelation Fees	\$25

## Sec. A5.003 Special event permit fees.- REPEALED

### Sec. A5.003 Special event permit fees.

(1) The following fees and charges are established and shall be collected for all special events:

Services	Fees
Application Processing	\$50
Block Party Application Processing	\$10
Street Closure Application Processing	\$10

Application processing fees are non-refundable.

Services	Fees	Details
Temporary Gathering	\$200	Per Day/Per Event  Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
Block Party	\$25	Per Day/Per Event  Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
<b>Street Closure</b>	\$50	Per Street/Per Day/Per Event
Walking or Running Events	\$100	Per Day/Per Event  Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge
Parade	\$150	Per Day/Per Event  Use of city properties, parks, trails, facilities, parking lot space, road closure, city equipment, and staff may be an additional charge

# Additional Special Rental Fees:

Services	Fees
Electricity	\$25
Water	\$25
Debris Removal/Maintenance	\$75
Administrative Cancelation Fees	50% of total paid fees

(2) The following fees and charges are established for vendors in association with a special event:

Services-Vendor Category	Definition	Fees
Food Vendors	Food-based vendor that provides hot and ready-to-eat foods, cottage foods, or temperature-controlled foods. NOT including Food Trucks.  Cottage Food Vendors must follow the Texas Cottage Food Law. (Texas Health & Safety Code Chapter 437; Title 25 Texas Administrative Code Chapter 229, Subchapter EE).  A cottage food production operation is defined as an individual operating out of the individual's home who:  - Produces any of the following at their home:  - A baked good that is not a time and temperature control for safety food (TCS food)  - Candy, - Coated and uncoated nuts, - Unroasted nut butters, - Fruit butters, - Fruit butters, - Canned jam or jelly, fruit pie, - Dehydrated fruit or vegetables, including dried beans, - Popcorn and popcorn snacks, - Cereal, including granola, - Dry mix, - Vinegar, - Pickled fruit or vegetables, including beets and carrots, that are preserved in vinegar, brine, or a similar solution at an equilibrium pH value of 4.6 or less, - Mustard, - Roasted coffee or dry tea, - A dried herb or dried herb mix, - Plant-based acidified canned goods,	\$50

	<ul> <li>Fermented vegetable products, including products that are refrigerated to preserve quality,</li> <li>Frozen raw and uncut fruit or vegetables, and any other food that is not a TCS food.</li> <li>Has an annual gross income of \$50,000 or less from the sale of the described foods.</li> <li>Sells the foods produced directly to consumers.</li> </ul>	
	- Delivers products to the consumer at the point of sale or another location designated by the consumer.	
Food Truck	Food Truck vendors that provide hot and ready-to-eat foods, cottage foods, or temperature-controlled foods from a vehicle.	\$75
Art & Crafts Vendor	Arts and crafts vendor whose product is made by the owner or employees associated with the business. No resale items.	\$25
Commercial/Business Vendor	Commercial or home-based business that wishes to collect payment for memberships, advertise business services, and/or sell products.  Examples: Include but are not limited to direct sales business, membership-based business ( <i>i.e.</i> , Sam's Club, fitness business, etc.), selling of resale items such as light-up toys, etc.	\$50
Specialty Vendor	Business that charges a fee for services offered at an event. This includes, but is not limited to, face painting, professional photography, spas, etc.	\$50
Non- Profit/Community Groups	Local non-profit organization that offers a value-added activity/program to the event. Vendor may advertise information regarding the non-profit but cannot exchange money.	\$0

# Sec. A5.004 Film projects using city property.

(a) Application fee: \$30.00

(b) Use of city-owned real estate:

Activities	Fees
Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500.00 per day

Partial, nondisruptive use of a public building, park, right-of-way, or public area	\$250.00 per day
Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for film purposes)	\$50.00 per block/per day
Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for film purposes)	\$25.00 per block/per day
Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles).	\$50.00 per block or lot/Per day

# Sec. A5.007 Facilities and Properties Rental Permit Fees.

Services	Fees
<b>Application Processing</b>	\$25

Application processing fees are non-refundable.

Services	Fees	Rental Length
City Hall Parking Lot	\$75	Full Day
East Manor Dev. #1 - Bldg 1	\$150	Half Day
	\$350	Full Day
	\$150	Deposit
East Manor Dev. #1 - Bldg 2	\$150	Half Day
	\$350	Full Day
	\$150	Deposit
East Manor Dev. #1 - Open Field	\$400	Full Day
East Manor Dev. #1 - Bldg 2 & Open Field	\$1,000	Full Day

## Additional Facilities & Properties Rental Fees:

Services	Fees
Electricity	\$50
Water	\$25
Debris Removal/Maintenance	\$75
Administrative Cancelation Fees	50% of total paid fees

Sec. A5.008 Equipment Rental Fees and Staff Fees.

Services	Fees	Details
Barricades	\$150	Per event/Per Day  Required for all street/parking/area closures.
City Vehicle Use	\$30	Per hour/Per Vehicle  Added if the vehicle is utilized for any other reason than transporting staff. For example: transport equipment, block roads, etc.
Outdoor Movie Set-Up	\$300	Per day & per event  Includes movie screen, PA system, and projector with Bluetooth capabilities. It does not include the movie, movie license, and/or movie player.
	\$150	Deposit
Popcorn Machine	\$50	Per day & per event  Does not include the popcorn or related supplies.
Public Work Staff	\$40	Fee per staff member/Per hour (2 hours minimum)  If staff needs to be present, call-out, set-up and/or tear down equipment for the event.
Community Development Staff	\$40	Fee per staff member/Per hour (2 hours minimum)  If staff provides any event planning/organizing/ building/coordinating/marketing services.

**Section 3.** <u>Amendment of Conflicting Ordinances</u>. 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 control.

**Section 4.** <u>Savings Clause</u>. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting fees or charges 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.

ORDINANCE NO.762 Page 2 of 2 Item 13.

**Section 5.** <u>Severability</u>. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6.** Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered and 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, Chapter 551, Texas Government Code.

**Section 7.** Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

THE CITY OF MANOD TEVAS

PASSED AND APPROVED on this 18<sup>th</sup> day of September 2024.

	THE CITY OF MANOR, TEXAS
	Dr. Christopher Harvey, Mayor
ATTEST:	
I luvia T Almaraz City Secretary	

#### AGENDA ITEM NO.



#### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 18, 2024

PREPARED BY: Michael Burrell, Interim Development Services Director

**DEPARTMENT:** Development Services

#### **AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance naming the 70-foot right-of-way on the Final Plat Manor Senior High School as "Ventura Arbor Lane" and providing for related matters.

#### **BACKGROUND/SUMMARY:**

The city has a 70-foot right-of-way dedicated and further described on the Final Plat Manor Senior High School, recorded in Document No. 202400109 of the Official Public Records of Travis County, Texas. The name of this right-of-way was inadvertently omitted from the recorded plat. To rectify this, an ordinance is submitted to officially name the right-of-way "Ventura Arbor Lane." The ordinance includes directives for the City Manager to ensure proper signage, notify emergency response personnel, update official maps, and inform all relevant City departments. The attached ordinance is provided for City Council consideration.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney

**FISCAL IMPACT:** 

PRESENTATION: No ATTACHMENTS: Yes

Ordinance No. 763

Road Maps

#### STAFF RECOMMENDATION:

Staff recommends that the City Council approve Ordinance No. 763 naming the 70-foot right-of-way on the Final Plat Manor Senior High School as "Ventura Arbor Lane" and authorizing the City Manager to implement the necessary actions for signage, notification, and updates.

#### ORDINANCE NO. <u>763</u>

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, NAMING A PORTION OF A RIGHT-OF-WAY AS "VENTURA ARBOR LANE"; PROVIDING FOR AN EFFECTIVE DATE, SAVINGS, SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the "City"), is a Texas home rule municipality;

WHEREAS, the City has a dedicated 70-foot right-of-way within its city limits;

**WHEREAS**, the 70-foot right-of-way is further described on the Final Plat Manor Senior High School, recorded in Document No. 202400109 of the Official Public Records of Travis County, Texas;

**WHEREAS**, the street name for the 70-foot right-of-way was inadvertently omitted from the recorded plat;

WHEREAS, proper street naming facilitates easier identification for City staff, citizens and emergency services; and

**WHEREAS,** the City Council of the City (the "City Council") has determined that it is in the best interest of the City to provide the street name for the 70-foot right-of-way.

# 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.** <u>Name Assignment.</u> The 70-foot right-of-way dedicated and further described on the Final Plat Manor Senior High School, recorded in Document No. 202400109 of the Official Public Records of Travis County, Texas, is hereby named "Ventura Arbor Lane." The City Manager is hereby directed to take such actions as are reasonably necessary to ensure signs are posted reflecting the name of the street, to ensure emergency response personnel are notified, to modify the official maps of the City to reflect the name, and to ensure that all departments of the City requiring changes in addressing are duly notified and provided the necessary information to effectuate the change.

**Section 3.** <u>Amendment of Conflicting Ordinances</u>. 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 control.

**Section 4.** <u>Savings Clause</u>. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting fees or charges 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 5.** <u>Severability</u>. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6.** Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered and 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, Chapter 551, Texas Government Code.

**Section 7.** <u>Effective Date.</u> This Ordinance shall be in force and effect from and after its passage on the date shown below.

**PASSED AND APPROVED** on this the 18<sup>th</sup> day of September 2024.

	THE CITY OF MANOR, TEXAS
	Dr. Christopher Harvey, Mayor
	Di. Christopher Harvey, Mayor
ATTEST:	
Lluvia T. Almaraz, City Secretary	

