



Dr. Larry Wallace Jr., Mayor
Deja Hill, Mayor Pro Tem, Place 5
Emily Hill, Place 1
Anne Weir, Place 2
Dr. Christopher Harvey, Place 3
Sonia Wallace, Place 4
Gene Kruppa, Place 6

City Council Regular Meeting

Wednesday, November 18, 2020 at 7:00 PM

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

AGENDA

This meeting will be live streamed on Facebook live.

You can access the meeting at <https://www.facebook.com/cityofmanor/>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PRESENTATIONS

- A. Leadership Manor
- B. Recognitions of outgoing Council Members Maria Amezcua, Danny Scarbrough, and Valerie Dye, presented by Mayor Wallace Jr.

PUBLIC COMMENTS

*Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments.***

REPORTS

Reports about items of community interest on which no action will be taken.

- A. City Manager's Report
 - Cares Act Interlocal Agreement
 - Emergency Management Basic Plan
 - Downtown Revitalization Plan
 - Water Tower Painting
 - Economic Office
 - Assistant City Manager

B. 2050 Comprehensive Plan – Request for Proposal (RFP) Update

Submitted by: Council Member Dr. Harvey

PUBLIC HEARINGS

- 1. Conduct a public hearing on a rezoning request for Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).**
Applicant: K&R Trading Inc.
Owner: K&R Trading Inc.
Submitted by: Scott Dunlop, Assistant Development Services Director
- 2. Conduct a public hearing on a rezoning request for Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).**
Applicant: Kimley-Horn and Associates
Owner: West Elgin Development Corp.
Submitted by: Scott Dunlop, Assistant Development Services Director
- 3. Conduct a public hearing on a rezoning request for Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**
Applicant: Carney Engineering, PLLC
Owner: Housing Authority of Travis County
Submitted by: Scott Dunlop, Assistant 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 the November 4, 2020, Regular Meeting.**
Submitted by: Lluvia T. Almaraz, City Secretary

- 5. Consideration, discussion, and possible action on the acceptance of the October 2020 Departmental Reports.**

Submitted by: Thomas Bolt, City Manager

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Dev. Services Director
- Community Development – Debbie Charbonneau, Heritage and Tourism Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

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:

- *Section 551.071 Consultation with Attorney and Section 551.087 Deliberations regarding Economic Development Negotiations – Rose Hill Public Improvement District; and*
- *Section 551.072, Texas Government Code Deliberations regarding the Acquisition of Real Property Interests*

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.

REGULAR AGENDA

- 6. First Reading: Consideration, discussion, and possible action on an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).**
Applicant: K&R Trading Inc.
Owner: K&R Trading Inc.
Submitted by: Scott Dunlop, Assistant Development Services Director
- 7. First Reading: Consideration, discussion and possible action on an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).**
Applicant: Kimley-Horn and Associates
Owner: West Elgin Development Corp.
Submitted by: Scott Dunlop, Assistant Development Services Director
- 8. First Reading: Consideration, discussion and possible action on an ordinance rezoning Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).**
Applicant: Carney Engineering, PLLC
Owner: Housing Authority of Travis County
Submitted by: Scott Dunlop, Assistant Development Services Director
- 9. Consideration, discussion, and possible action on a Purchase Contract with RHOF, LLC for a special warranty deed, slope easement and temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 10. Consideration, discussion, and possible action on a Purchase Contract with Geraldine Timmermann for a special warranty deed, slope easement and temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer

- 11. Consideration, discussion, and possible action on a Purchase Contract with John Jonse and Rita Jonse for a special warranty deed, slope easement and temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 12. Consideration, discussion, and possible action on a Purchase Contract with Kirk Jonse and Cathy Jonse for a special warranty deed and temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 13. Consideration, discussion, and possible action on a Purchase Contract with Dr. Todd Mason-Darnell and Kim Mason-Darnell for a wastewater easement with temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 14. Consideration, discussion, and possible action on a Purchase Contract with MB & MS Enterprises, Inc. for a wastewater easement with temporary construction easement.**
Submitted by: Samuel D. Kiger, P.E., City Engineer
- 15. Consideration, discussion, and possible action on an award of a construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements project to Excel Construction Services, LLC in the amount of \$5,119,897.50.**
Submitted by: Frank T. Phelan, P.E., City Engineer
- 16. Consideration, discussion, and possible action on an award of a lease contract for the funding of city vehicles and equipment.**
Submitted by: Lydia Collins, Director of Finance
- 17. Consideration, discussion, and possible action on an ordinance adopting the Amended Annual Budget for the City of Manor for the fiscal year beginning October 1, 2019 and ending September 30, 2020.**
Submitted by: Lydia Collins, Director of Finance
- 18. Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a one-year term.**
Submitted by: Thomas Bolt, City Manager
- 19. Consideration, discussion, and possible action on the appointment of three (3) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Thomas Bolt, City Manager
- 20. Consideration, discussion, and possible action on the appointment of three (3) Budget Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Thomas Bolt, City Manager
- 21. Consideration, discussion, and possible action on the appointment of two (2) Emergency Management Committee Council Members to serve a one-year term.**
Submitted by: Thomas Bolt, City Manager
- 22. Consideration, discussion, and possible action on the appointment of three (3) Park Committee Council Members; and Chairperson to serve a one-year term.**
Submitted by: Thomas Bolt

- 23. Consideration, discussion, and possible action on the reappointments for the Planning and Zoning Commission Members for Place No. 1; Place No. 3; Place No. 5 and Place No. 7.**
Submitted by: Scott Dunlop, Assistant Development Services Director

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, November 13, 2020, 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 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail lalmaraz@cityofmanor.org.

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a rezoning request for Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).
Owner: K&R Trading Inc.
Applicant: K&R Trading Inc.

BACKGROUND/SUMMARY:

This property was annexed in 2017 and zoned Agricultural on an interim basis. The owner would like to locate a semi-permanent mobile food vendor (food truck) on their property but those permits can only be issued to commercially zoned properties. Additionally, the owner will be needing a sign permit and the allowable size is based on the zoning. This also would make the use of the property (gas station) conforming to its zoning district.

Planning and Zoning Recommendation: 5-0 to approve

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: YES

- Letter of Intent
- Rezoning Map
- Notice Letter
- Mailing Labels

STAFF RECOMMENDATION:

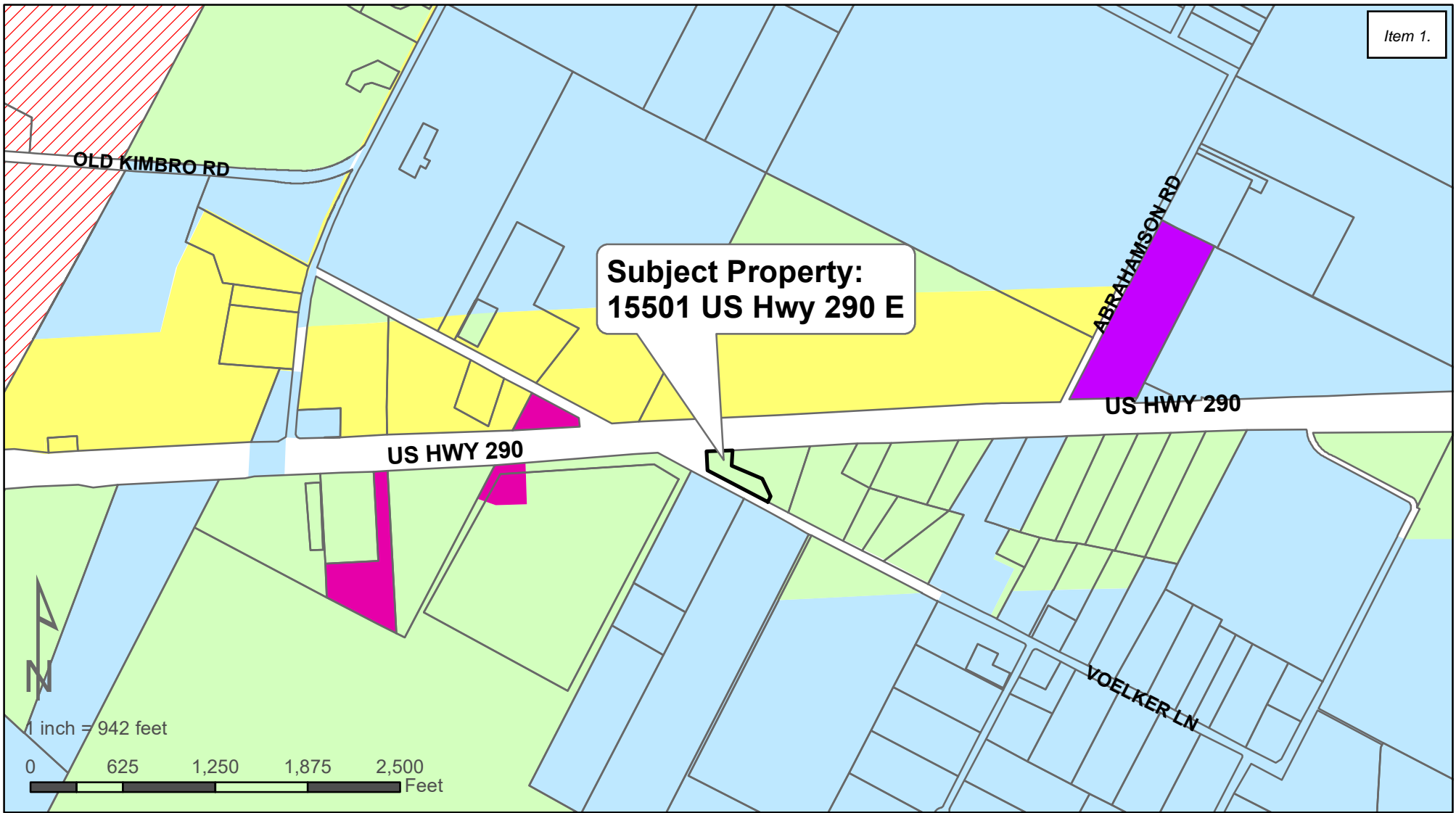
It is the City Staff's recommendation that the City Council conduct the public hearing.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

22nd September, 2020

I am Mr. Karim Momin owner of K&R Trading Inc, 15501 E hwy290, Manor, TX78621 Want to get permission from the city so I can Park a Mobile Taco Trailer within my said property. Thanks

Karim Momin



Proposed Zoning: Medium Commercial (C-2)

*Current Zoning:
Agricultural (A)*

Zone					
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	MF-2 - Multi-Family 25		C-1 - Light Commercial		IN-2 - Heavy Industrial
	MH-1 - Manufactured Home		C-2 - Medium Commercial		PUD - Planned Unit Development
					ETJ



October 14, 2020

RE: Notification for a Rezoning Application at 15501 US Hwy 290 E

Dear Property Owner,

The City of Manor Planning and Zoning Commission and City Council will be conducting a Special Called and regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 1.38 acres at 15501 US Hwy 290 E, Elgin, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing upon a rezoning request for Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).

The Planning and Zoning Commission will meet at 6:30PM on November 12, 2020 at 105 East Eggleston Street in the City Hall Council Chambers**.

The City Council will meet at 7:00PM on November 18, 2020 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.

If you have no interest in the case there is no need for you to attend**. You may address any comments to me at the email address or phone number below. Any communications I receive will be made available to the Commissioners and Council Members during the discussion of this item.

** Due to the declared Public Health Emergency related to COVID-19, at the time of this notification Planning and Zoning Commission meetings are being conducted via video conference and livestreamed on the City's Facebook page (facebook.com/cityofmanor) and the Chambers is closed to the public.

Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting the link below where registration information will be posted with the agenda for the public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the video conference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

You may refer to the posted agenda for the November 12th Planning and Zoning Commission to see how the meeting will be conducted, whether via video conference or in-person. Planning and Zoning Commission agendas and speaker registration information can be found here under the date of the meeting: http://www.cityofmanor.org/page/homepage_calendar. Agendas are posted 72 hours prior to the scheduled meeting.

Sincerely,

Scott Dunlop,
Assistant Development Director
sdunlop@cityofmanor.org - 512-272-5555 ext. 5

LOLA 290 REALTY LLC
10825 STRAW FLOWER DR
AUSTIN, TX 78733-5749

CAPITAL AREA YOUTH SOCCER
ASSOCIATION
PO BOX 352
MANOR, TX 78653-0352

JOHNSON WILLIAM S JR & JULIA
804 MONTERREY PL
AUSTIN, TX 78753-2307

LOF ERIC CARL
15515 VOELKER LN
ELGIN, TX 78621-9622

WERNER GEORGE W III
15609 E US HWY 290
ELGIN, TX 78621-4107

PHAN HOAN VAN & AN BINH PHAN &
VINH HOANG TRUONG
11605 AUSTEX ACRES LN
MANOR, TX 78653-3649



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a rezoning request for Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).

Applicant: Kimley-Horn and Associates

Owner: West Elgin Development Corp.

BACKGROUND/SUMMARY:

This property is located within the Presidential Heights subdivision at intersection of Samuel Welch and George Mason. The Development Agreement has since 2007 contemplated this area being commercial (see backup Revised Concept Plan Zoning Map of the Property). The development agreement states the developer will make application for C-1 Light Commercial.

Staff recommends Neighborhood Business as that is the least intense commercial category and has design standards (lot coverage, setbacks, building heights, etc.) and allowable uses that are more compatible with being in or adjacent to single family residential. A list of uses allowed under Neighborhood Business and Light Commercial is in the backup with differences highlighted. Uses within Neighborhood Business are meant to be small scale and supportive of the adjacent community such as retail/food sales, professional/medical offices, personal services (barbershop/salon, instructional studios and classes), daycare, and financial services (bank). Gas stations, bars, event centers, and hotels are only allowed with an additional Specific Use Permit that goes through a public hearing process the same way a zoning request does.

Planning and Zoning Commission Recommendation: 4-1 to approve Neighborhood Business

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of Intent
- Public Comment
- Rezoning Map
- Area Image
- Development Agreement Exhibit E
- Non-residential Land Uses
- Notice Letter
- Mailing Labels

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council conduct the public hearing.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
X – as NB

September 25, 2020

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

**Re: Presidential Heights Phase 4 - Lot 1 Block T
1.341-Acre Tract – Letter of Intent
Northeast corner of the Intersection of Samuel Welch Way and George Mason Avenue
Manor, Texas 78653**

Dear Staff:

Please accept this Summary Letter for the above referenced project. The proposed Presidential Heights Lot 1 Block T development is located along the northbound side of George Mason Avenue within the Presidential Heights Phase 4 Subdivision in Manor, Texas. The existing property consists of a 1.341-acre, undeveloped tract.

The Owner intends to submit an application to rezone this tract of land from SF-1 (Single-Family Suburban) to C-1 (Light Commercial) in conformance with the Approved Revised and Restated Development Agreement for the Presidential Heights Development.

If you have any questions or comments regarding this request, please contact me at 512-350-5703.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Robert J. Smith, P.E.
Project Manager

Good evening Chairperson,

I am Sarah Cole and live at 13520 Arthur Vandenburg Way in Presidential Heights. This letter is being written in regards agenda item number 2 of the Planning and Zoning Commission's special session on November 12, 2020. I would like to lead with a thanks to Scott Dunlop for his kind patience and ready knowledge of the issue at hand. His clear answers and direction to relevant documents greatly aided in my ability to be informed on my following statement. The commission is considering a zoning change for our neighborhood about which I have concern. I appreciate the concept West Elgin Development Corp. and Kimley-Horn and Associates has for the space. If this C-1 zoning change is passed, I hope their concept has staying power. However, there is no guarantee. If and when this concept no longer maintains viability, I am not convinced that the permissions a C-1 would give future businesses is in the best interest of the neighborhood. A C-1 would open Lot 1 Block T to a broader type of business with less required input from the citizens that will be directly affected by it. I do support having commercial zoning for that lot. It would be good to have small businesses in this part of our growing community—a place within walking distance for all of Presidential Heights' members that is in keeping with the feel we want for our area. I hope that the applicants will follow the city's recommendation for a Neighborhood Business designation. It allows for opening our community up to business without exposing us to the possibility of an automotive shop or bar—without a specific use permit—among other options. While I recognize it is not the applicants' intention to utilize these particular non-residential uses, it cannot insulate us from being exposed to them in the future.

Thank you for your time,

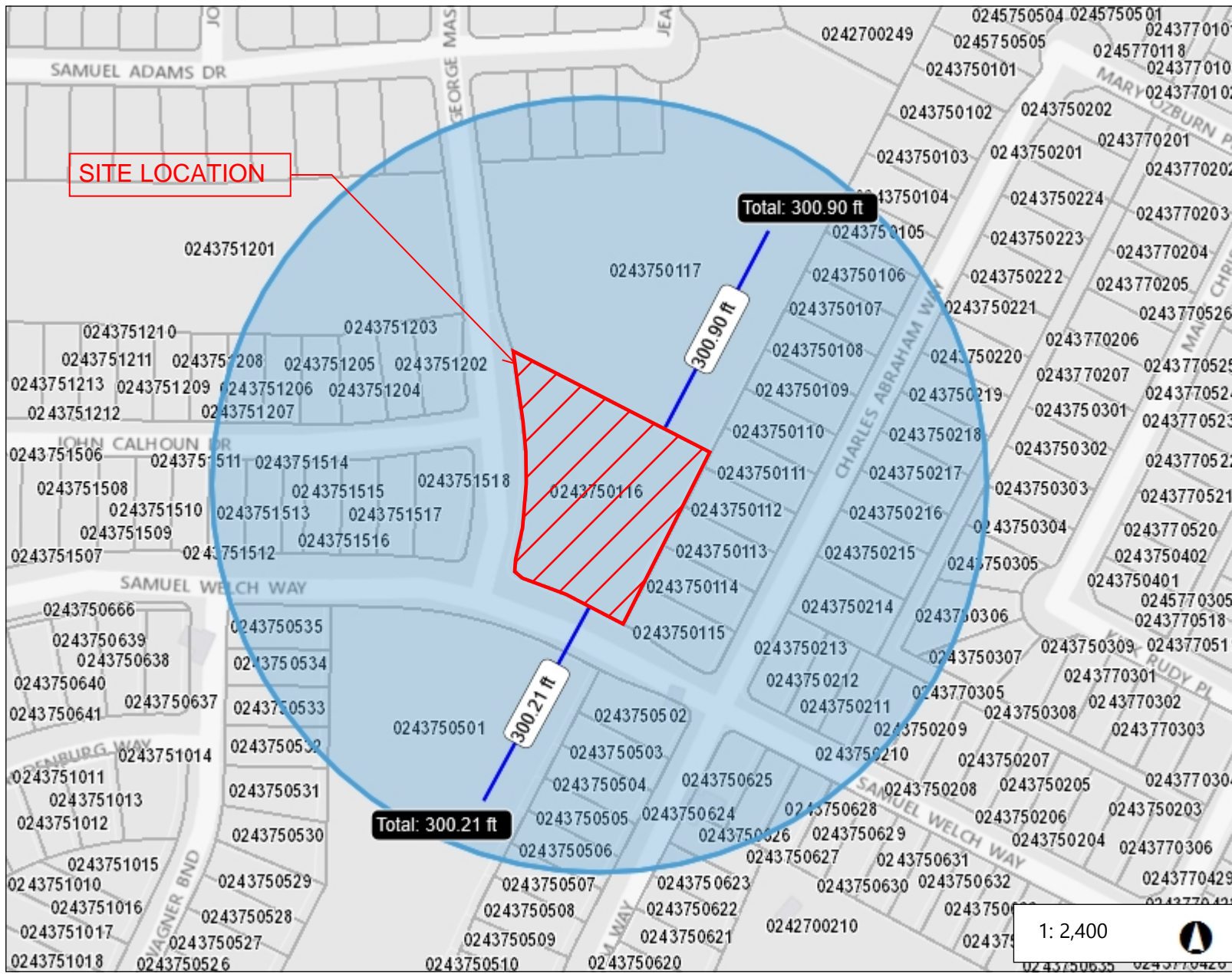


Sarah Cole



Property Profile

Item 2.



Legend

- Jurisdiction**
- FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ
- TCAD Parcels**
- TCAD Parcel IDs**
- Jurisdiction**
- FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ

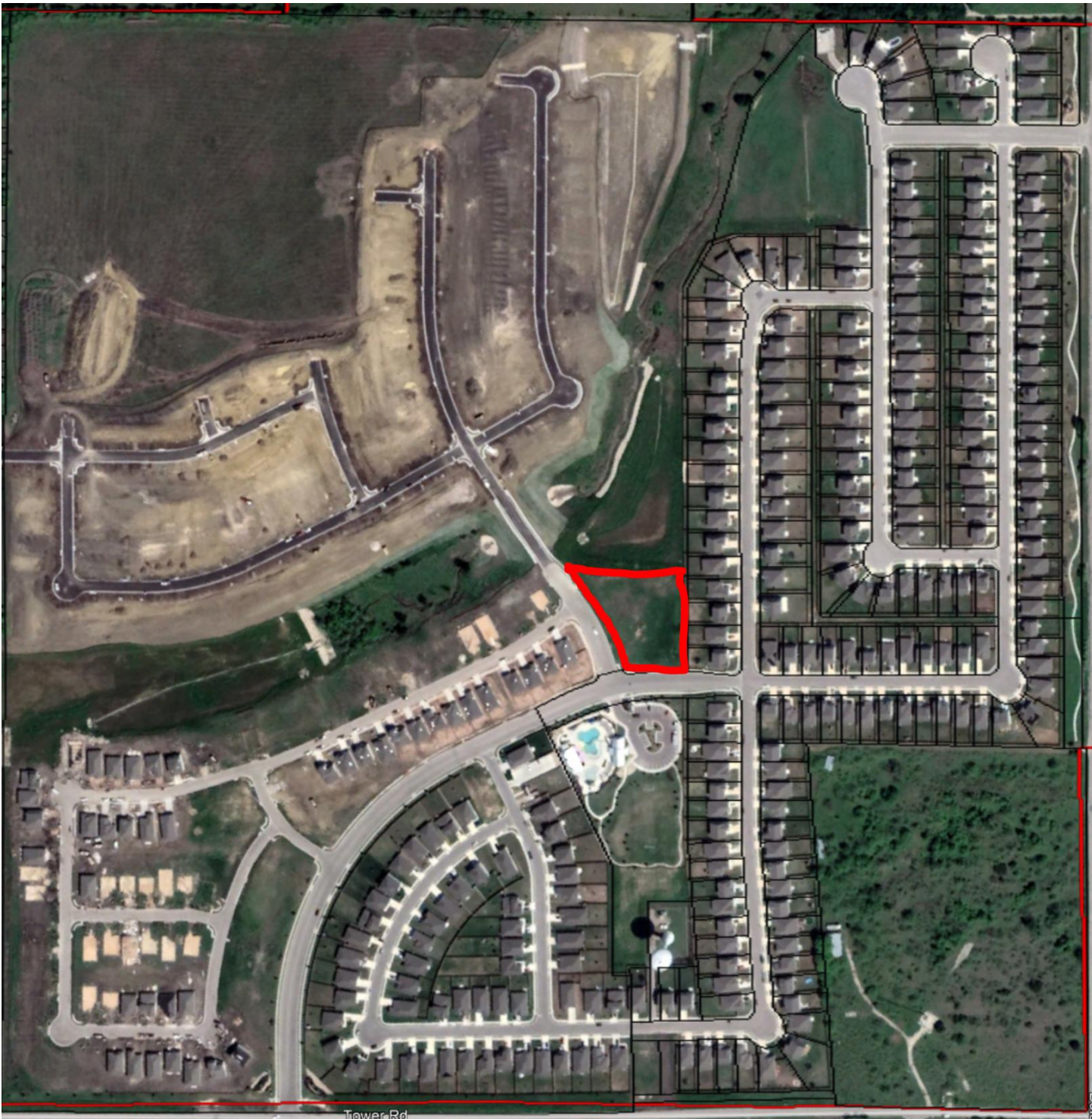
Notes

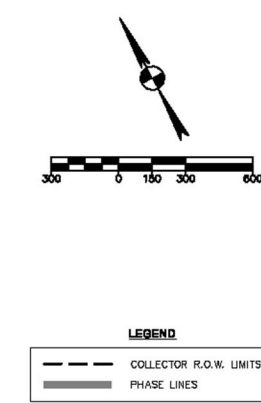
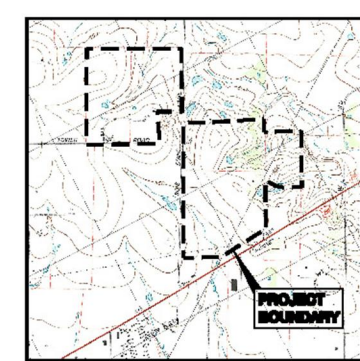
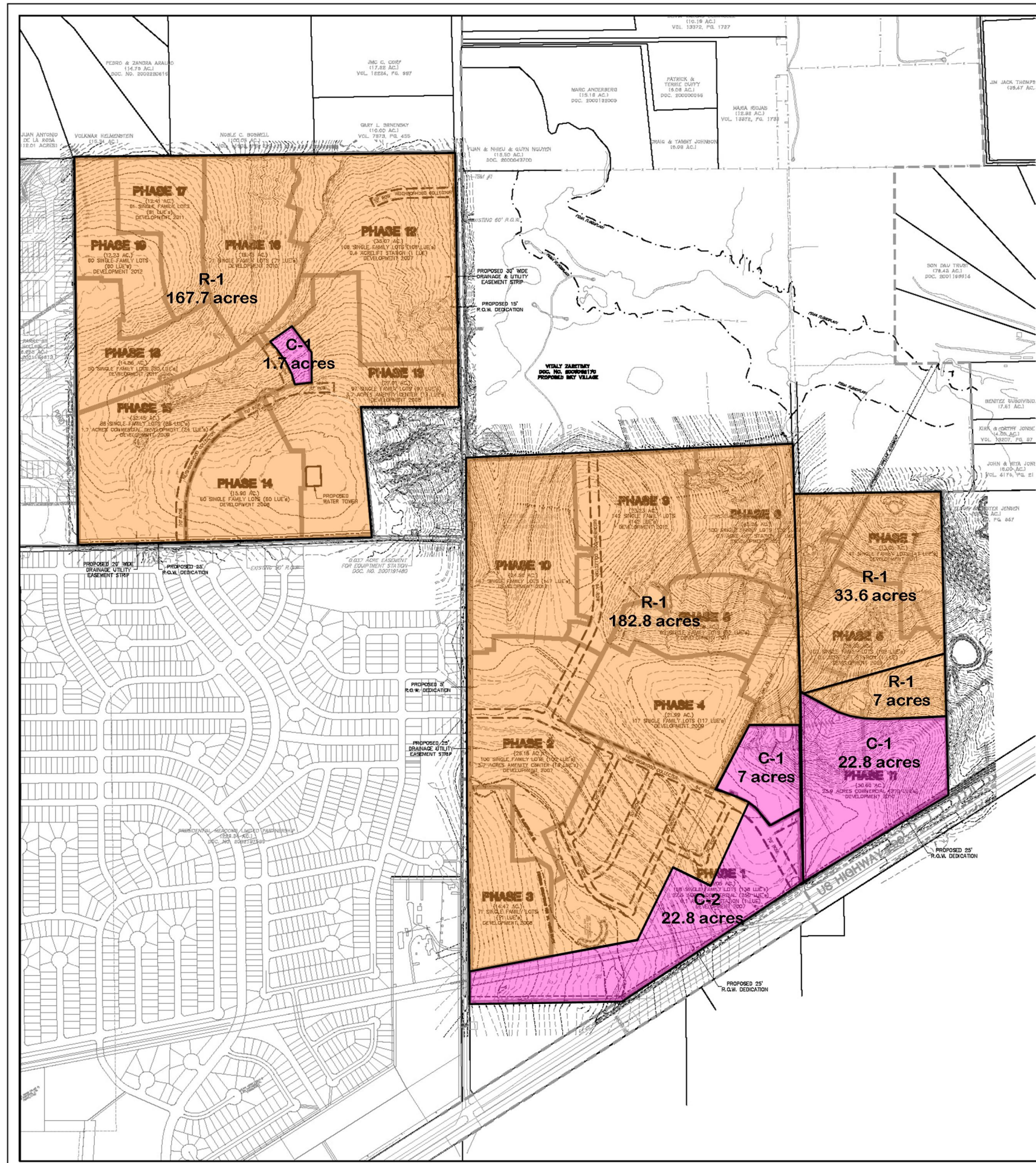


NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet

Date Printed:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.





LEGEND

- COLLECTOR R.O.W. LIMITS
- PHASE LINES

OWNER PRESIDENTIAL GLEN, LTD.
9900 HWY. 290 EAST
MANOR, TX. 78653
(512) 327-7415

DEVELOPER PRESIDENTIAL GLEN, LTD.
9900 HWY. 290 EAST
MANOR, TX. 78653
(512) 327-7415

ENGINEER BURY+PARTNERS, INC.
3345 BEE CAVES ROAD,
SUITE 200
AUSTIN, TEXAS 78746
(512) 328-0011

ANTICIPATED DEVELOPMENT SCHEDULE

PHASE 1	- 2007
PHASE 2	- 2007
PHASE 3	- 2008
PHASE 4	- 2009
PHASE 5	- 2009
PHASE 6	- 2010
PHASE 7	- 2011
PHASE 8	- 2011
PHASE 9	- 2012
PHASE 10	- 2012
PHASE 11	- 2010
PHASE 12	- 2007
PHASE 13	- 2008
PHASE 14	- 2008
PHASE 15	- 2009
PHASE 16	- 2010
PHASE 17	- 2011
PHASE 18	- 2011
PHASE 19	- 2012

PERRY TRACT CONCEPT PLAN
SITE SUMMARY 186.4 ACRES

LAND USE	ACRES	NO. LOTS	LUE'S
SINGLE FAMILY (50' LOT WIDTH)	89.5	396	396
SINGLE FAMILY (60' LOT WIDTH)	45.0	199	199
COMMERCIAL	1.7	1	24*
PARKLAND/OPENSOURCE	11.7	-	2
AMENITY CENTER/PARKLAND	3.7	1	13**
PARKLAND/DRAINAGE EASEMENT	8.4	-	-
LIFT STATION	0.4	1	1
WATER TOWER	0.4	1	1
COLLECTOR R.O.W.	4.5	-	3
BOUNDARY DRAINAGE & UTILITY EASEMENT	2.2	-	-
BOUNDARY R.O.W. DEDICATION	1.8	-	-
TOTALS	169.4	599	636

* BASED ON 8,000 SF RETAIL & 4,000 SF REST.
** BASED ON 10,000 SF RETAIL EQUIVALENT & 1,000 SF REST. EQUIVALENT + 2 LUE'S FOR PARK AREA

PRESIDENTIAL GLEN CONCEPT PLAN
SITE SUMMARY 276.3 ACRES
(INCLUDES 44.8 ACRE OF ABANDONED GUNN LANE R.O.W.)

LAND USE	ACRES	NO. LOTS	LUE'S
SINGLE FAMILY (40' LOT WIDTH)	82.3	364	364
SINGLE FAMILY (50' LOT WIDTH)	103.2	600	600
SINGLE FAMILY (60' LOT WIDTH)	12.5	62	62
COMMERCIAL	46.4	5	920*
PARKLAND/OPENSOURCE	15.5	-	9
AMENITY CENTER/PARKLAND	3.0	1	13**
PARKLAND/DRAINAGE EASEMENT	20.8	-	-
LIFT STATION	0.3	-	-
COLLECTOR R.O.W.	8.2	-	6
BOUNDARY DRAINAGE & UTILITY EASEMENT	2.1	-	-
BOUNDARY R.O.W. DEDICATION	2.0	-	-
TOTALS	276.3	1,035	1,577

* BASED ON ORIGINAL CONCEPT PLAN INDICATING 250 LUE'S ADDITIONAL LUE'S BASED ON 165,000 SQUARE FEET RETAIL AND 34,000 SQUARE FEET, RESTAURANT.
** BASED ON 10,000 SQUARE FEET RETAIL EQUIVALENT AND 1000 SQUARE FEET RESTAURANT EQUIVALENT AND 2 LUE'S FOR PARK AREA.

WATERSHED STATUS:

THIS SITE IS LOCATED IN THE WILBARGER AND COTTONWOOD CREEK WATERSHED.

FLOODPLAIN INFORMATION:

PERRY TRACT:
NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YR. FLOODPLAIN AS SHOWN ON THE APPROVED PRELIMINARY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 4845360485G, DATED PRELIMINARY FEBRUARY 24, 2006, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

PRESIDENTIAL GLEN:
NO PORTION OF THIS SITE LIES WITHIN THE BOUNDARIES OF THE 100 YR. FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 484530055 E, EFFECTIVE DATE: JUNE 16, 1993, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

LEGAL DESCRIPTION:

PERRY TRACT:
169.374 ACRES OF LAND, BEING THE SAME TRACT CONVEYED TO PRESIDENTIAL GLEN, LTD. BY DEED OF RECORD IN DOC. NO. XXXXXXXXXX OF THE OFFICIAL PUBLIC RECORDS OF THE TRAVIS COUNTY, TEXAS.

PRESIDENTIAL GLEN:
OF 212.438 ACRES OF LAND, BEING THE SAME TRACT OF LAND CONVEYED TO PRESIDENTIAL GLEN, LTD. BY DEED OF RECORD IN DOC. NO. 2004048999 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GUNN TRACT:
63.382 ACRES OF LAND OUT OF THE A.C. CALDWELL SURVEY, NO. 52, ABSTRACT NO. 154, SITUATED IN TRAVIS COUNTY, TEXAS; BEING ALL OF THAT CERTAIN 33.631 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO PETER A. DWYER, RECORDED UNDER DOC. NO. 2005224430 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF THAT CERTAIN 29.731 ACRE TRACT DESCRIBED IN A MEMORANDUM TO PETER A. DWYER, RECORDED UNDER DOCUMENT NO. 2005034918, OF SAID OFFICIAL PUBLIC RECORDS.

BENCHMARK NOTE:

- PERRY TRACT:**
TBM# 3 RAILROAD SPIKE AT FENCE CORNER POST, INTERSECTION OF THE SOUTH R.O.W. LINE OF TOWER LANE WITH THE WEST R.O.W. OF BOIS D'ARC LANE.
ELEVATION = 552.94'
- TBM# 12 COTTON GIN SPINDLE SET ON ASPHALT +/- 7 FEET SOUTH FROM THE NORTHERLY EDGE OF ASPHALT OF TOWER LANE AND +/- 321+ FEET EAST FROM INTERSECTION OF BOIS D'ARC LANE
ELEVATION = 573.30'
- TBM# 1 COTTON GIN SPINDLE SET ON ASPHALT +/- 8 FEET WEST FROM THE EASTERLY EDGE OF ASPHALT OF BOIS D'ARC LANE AND +/- 2717 FEET NORTH FROM THE INTERSECTION OF TOWER LANE
ELEVATION = 540.33'
- PRESIDENTIAL GLEN:**
TBM# 1 LCRA 3" ALUMINUM DISK IN CONCRETE STAMPED A260 LOCATED ALONG THE NORTH ROW LINE OF US 290 500' WEST OF GUNN LANE, APPROX. 5' WEST OF GATE ENTRANCE TO LCRA TRANSMISSION LINE ROW. (NOT SHOWN)
ELEVATION = 552.42'
- TBM# 4 FROM ROD 2' WEST OF FENCE CORNER POST, NORTHEASTERLY CORNER OF 212.438 AC TRACT.
ELEVATION = 498.61'
- GUNN TRACT:**
TBM# 3 IRON ROD WITH CAP FOUND FOR THE SOUTHEASTERLY CORNER OF SUBJECT TRACT +/- 7 FEET WEST FROM THE WESTERLY EDGE OF ASPHALT OF ACCESS DRIVEWAY
ELEVATION = 554.28'
- TBM# 17 COTTON GIN SPINDLE SET NORTHERLY EDGE OF ASPHALT OF US HWY 290 +/- 1610 FEET WEST FROM THE INTERSECTION OF KIMBRO LANE AND +/- 63 FEET SOUTH FROM SOUTHEASTERLY CORNER OF SUBJECT TRACT.
ELEVATION = 545.50'

Bury+Partners
ENGINEERING SOLUTIONS
14000 W. 14TH ST., SUITE 100, MANOR, TX 78653
Tel: (512) 328-0011 Fax: (512) 328-0011
BuryPartners, Inc. ©Copyright 2007

REVISIONS

NO.	DATE	DESCRIPTION

REVISED CONCEPT PLAN
ZONING MAP OF THE PROPERTY
AND ADDITIONAL PROPERTIES

PRESIDENTIAL GLEN
MANOR, TRAVIS COUNTY, TEXAS
PRESIDENTIAL GLEN, LTD.

PLOTTING SCALE: 1" = 1'
DATE PLOTTED: 07/04/07
FILE: G:\1344\CONCEPT\1344CONCEPT.DWG
DRAWN BY: RRC
DESIGNED BY: SSS
REVIEWED BY: BS
PROJECT NO.: 1344-03.00

SHEET
1
OF **1**

Item 2.

Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Adult day care		P	P					P	P		
Adult-oriented businesses									C/S	C/S	
Alcoholic beverage establishment					S	P	P	P	P		
Amusement (indoor)							C	C	C		
Amusement (outdoor)								C	C		
Antique shop					P	P	P	P	P		
Art studio or gallery		P	P		P	P	P	P	P	P	
Automobile repair (major)								C	C	C	C
Automobile repair (minor)							C	C	C	C	
Automobile sales and rental								C	C		
Automobile washing								C	C		

Brewery, micro								P	P	P	Item 2.
Brewery, regional									P	P	P
Brewpub						P	P	P	P		
Business support services					P	P	P	P	P		
Campground	S	S	S								
Cemetery	S	P	P								
Child care center (intermediate)		P	P	P	P	P	P	P	P		
Child care center (large)		P	P	P	P	P	P	P	P		
Club or lodge		P	P	P	P	P	P	P	P		
Commercial off-street parking							C	C	C		
Communication services or facilities				P			P	P	P	P	
Construction and equipment sales (Major)									P	P	
Construction and equipment sales (Minor)								P	P	P	

Construction services								C	C	C	Item 2.
Consumer repair services					P	P	P	P	P		
Contractor's shop									C	C	C
Data center				P					P	P	
Day camp	S	P	P								
Distillery, micro								P	P	P	P
Distillery, regional									P	P	P
Event center		P	P		C/S	C/S	C/S	P	P		
Financial services				C	C	C	C	C	C		
Financial services, alternative								C	C		
Florist					C	C	C	C	C		
Food court establishment								C/S	C/S	C/S	
Food preparation						C	C	C	C	C	C
Food sales					C	C	C	C	C		
Funeral services		C	C		C	C	C	C	C	C	C
Game room								C/S	C/S	C/S	

Item 2.

Gasoline station (full-service)								C	C		
Gasoline station (limited)					C/S		C/S	C	C		
General retail sales (convenience)				P	P	P	P	P	P		
General retail sales (general)					P	P	P	P	P		
Golf course/country club	S										
Governmental facilities	P	P	P	P	P	P	P	P	P	P	P
Hospital services		P	P	P							
Hotel					C/S	C	C	C	C		
Industrial use, light									P	P	
Industrial use, heavy											P
Kennel								C	C	C	
Laundry services								P	P	P	P
Laundry services (self)					P	P	P	P	P		

Liquor sales					P	P	P	P	P			Item 2.
Medical clinic		P	P	P	P	P						
Metal recycling entity												C
Mini-storage warehouse								C	C	C		
Offices, government	P	P	P	P	P	P	P	P	P	P	P	
Offices, medical		P	P	P	P	P						
Offices, professional		P	P	P	P	P						
Offices, showroom									P	P		
Offices, warehouse									C	C	C	
Off-site accessory parking		P	P	P		P	P	P	P	P	P	
Pawnshop								C/S	C/S	C/S		
Personal improvement services					P	P	P	P	P			
Personal services					P	P	P	P	P			

Printing and publishing				C	C	C	C	C	C		Item 2.
Product development services (general)				P					P	P	
Product development services (hazard)											P
Recreational vehicle park								C/S	C/S		
Recreational vehicle sales, service, and rental								C	C	C	
Recycling operation (indoor)										P	P
Recycling operation (outdoor)											C
Religious assembly	P	P	P	P	P	P	P	P	P	P	P
Research services (general)				P					P	P	
Research services (hazard)											P
Restaurant				P	P	P	P	P	P		

Item 2.

Restaurant— Drive-in or drive-through							C	C	C		
School, boarding		P	P				P	P	P		
School, business or trade		P	P				P	P	P		
School, college or university		P	P					P	P		
School, private or parochial		P	P				P	P	P		
School, public		P	P				P	P	P		
Shooting range, indoor									P	P	
Smoke shop or tobacco store								P	P		
Theater							P	P	P		
Transportation terminal								C	C	C	C
Truck and trailer sales and rental								C	C	C	
Truck stop									P	P	
Utility services, major			C							C	C

Utility services, minor	P	P	P	P	P	P	P	P	P	P	P	Item 2.
Vehicle storage facility									C	C		
Veterinary services, large								C	C			
Veterinary services, small					C	C	C	C	C			
Wireless transmission facilities (WTF), attached	C	C	C	C	C/S	C/S	C	C	C	C	C	C
Wireless transmission facilities (WTF) monopole	C/S	C/S	C/S	C/S			C/S	C/S	C/S	C/S	C/S	C/S
Wireless transmission facilities (WTF), stealth	C	C	C	C	C/S	C/S	C	C	C	C	C	C
Zoo, private								P	P			



October 14, 2020

RE: Notification for a Rezoning Application northeast corner of Samuel Welch Way and George Mason Avenue

Dear Property Owner,

The City of Manor Planning and Zoning Commission and City Council will be conducting a Special Called and regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 1.341 acres near the intersection of Samuel Welch Way and George Mason Avenue, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing upon a rezoning request for Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).

The Planning and Zoning Commission will meet at 6:30PM on November 12, 2020 at 105 East Eggleston Street in the City Hall Council Chambers**.

The City Council will meet at 7:00PM on November 18, 2020 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.

If you have no interest in the case there is no need for you to attend**. You may address any comments to me at the email address or phone number below. Any communications I receive will be made available to the Commissioners and Council Members during the discussion of this item.

** Due to the declared Public Health Emergency related to COVID-19, at the time of this notification Planning and Zoning Commission meetings are being conducted via video conference and livestreamed on the City's Facebook page (facebook.com/cityofmanor) and the Chambers is closed to the public.

Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting the link below where registration information will be posted with the agenda for the public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the video conference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

You may refer to the posted agenda for the November 12th Planning and Zoning Commission to see how the meeting will be conducted, whether via video conference or in-person. Planning and Zoning Commission agendas and speaker registration information can be found here under the date of the meeting: http://www.cityofmanor.org/page/homepage_calendar. Agendas are posted 72 hours prior to the scheduled meeting.

Sincerely,

Scott Dunlop,
Assistant Development Director
sdunlop@cityofmanor.org - 512-272-5555 ext. 5

CITY OF MANOR TEXAS
105 E EGGLESTON ST
MANOR, TX 78653-3463

HANSEN LEAH LYN
13608 CHARLES ABRAHAM WAY
MANOR, TX 78653-2002

BARRON EDWARD
13612 CHARLES ABRAHAM WAY
MANOR, TX 78653-2002

BRIM GARRETT MICHAEL & MONICA
13620 CHARLES ABRAHAM WAY
MANOR, TX 78653-2002

MAGDALENO RICHARD CORREA
13708 CHARLES ABRAHAM WAY
MANOR, TX 78653-2001

CASTRO JAMES
13709 JOHN CALHOUN DR
MANOR, TX 78653-2297

PEREZ ATANACIO & EVA L BENITEZ
13712 CHARLES ABRAHAM WAY
MANOR, TX 78653-2001

MADRID CHILI J
13809 JOHN CALHOUN DR
MANOR, TX 78653-2298

WALKER ROBERT GENE
19405 SAMUEL WELCH WAY
MANOR, TX 78653-2007

STARLIGHT HOMES TEXAS LLC
13416 HOBERT WAGNER BEND
MANOR, TX 78653

ALVAREZ SELENE DEL CARMEN A & PEDRO
SALVADOR MENDOZA OVALLE
13604 CHARLES ABRAHAM WAY
MANOR, TX 78653-2002

IXCOY EUNICE LOIDA LUCAS & DIEGO RENE
CALEL AGUILAR
13613 CHARLES ABRAHAM WAY
MANOR, TX 78653-2002

ARLEDGE GREGORY WILLIAM
13616 CHARLES ABRAHAM WAY
MANOR, TX 78653-2002

IGNACIO-MARCELINO CELSO
13700 CHARLES ABRAHAM WAY
MANOR, TX 78653-2001

CAVAZOS REYNALDO A & PERLA M
13704 CHARLES ABRAHAM WAY
MANOR, TX 78653-2001

PRIETO MATHEW ESTEVAN & MICHELLE
ANDREA GODINEZ
13713 CHARLES ABRAHAM WAY
MANOR, TX 78653-2001

CHAVEZ LUCIANO JR & ASHLEY G BENNETT
13716 CHARLES ABRAHAM WAY
MANOR, TX 78653-2001

SANCHEZ SALVADOR JR & MARILU DE
SANCHEZ
13800 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

TWYMAN LATOYA NATASHA
13801 CHARLES ABRAHAM WAY
MANOR, TX 78653

CUEVA RUBY ESTRADA ALMENDA & ELIUD
BARRERA JR
13801 JOHN CALHAN DR
MANOR, TX 78653-2298

HARTNETT DEREK
13804 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

GONZALEZ REYNALDO JR & CYNTHIA Y
GONZALEZ
13805 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

ALFARO MARY LOU
13805 JOHN CALHOUN DR
MANOR, TX 78653-2298

BAIG TALHA SAADAT & NUZHAT BAIG
13808 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

MORALES MITCHELL CIRINO & VALERIA I
ROMERO LACEND
13809 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

PATEL ALKESH H & NITA A
13809 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

BLEA VANESSA D
13812 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

NUNEZ LILIANA & MARTIN DE JESUS
13813 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

LARA MARGARET L & JAMES DAVID DAVIS II
13816 CHARLES ABRAHAM WAY
MANOR, TX 78653-2000

AUNG MAY CHERRY & CAROL JEAN ARNETT
19400 SAMUEL WELCH WAY
MANOR, TX 78653-2007

ALVAREZ-CASTRO MIGUEL ANGEL & MARISOL
ALVAREZ-CASTRO
19401 SAMUEL WELCH WAY
MANOR, TX 78653-2007

WILDY JACQUEMON D JR & ALYSSA JO
19404 SAMUEL WELCH WAY
MANOR, TX 78653-2007

MEDELLIN ADOLFO SANDOVAL
19408 SAMUEL WELCH WAY
MANOR, TX 78653-2007

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a rezoning request for Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

Applicant: Carney Engineering, PLLC

Owner: Housing Authority of Travis County

BACKGROUND/SUMMARY:

This property is adjacent to the existing multi-family senior apartment building on Carrie Manor next to the Cap Metro Park and Ride and potential future Green Line commuter rail station. That facility was also built and is owned by the Housing Authority of Travis County. The Authority is seeking to rezone the other half of that block to build a 20-unit affordable senior apartment building.

Planning and Zoning Commission Recommendation: 5-0 to approve

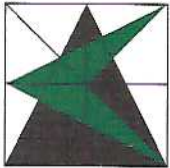
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of intent
- Rezoning Map
- Area Image
- Notice and Mailing Labels

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council conduct the public hearing.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		



CARNEY
ENGINEERING, PLLC

October 12, 2020

Mr. Scott Dunlop
105 E. Eggleston Street
Manor, Texas 78653

RE: LETTER OF INTENT
Rezoning Request
Manor Town Apartments
Lot 1, Block A Town of Manor Subdivision
Manor, Texas

Dear Scott


Please find submitted herewith our Letter of Intent for the rezoning of the referenced property. It is currently zoned C-1 (light commercial) and we want to rezone the property to MF-2 (multi-family).

The reason for the rezoning request is to allow a 20-unit multi-family project to be developed.. With the recent vacation of the alley the total acreage is 0.77. We understand the City is currently working with Cap Metro on a TOD plan for the future Green Line Station at the current park-and-ride facility. As part of that plan it would include future land uses that build density around the station area.

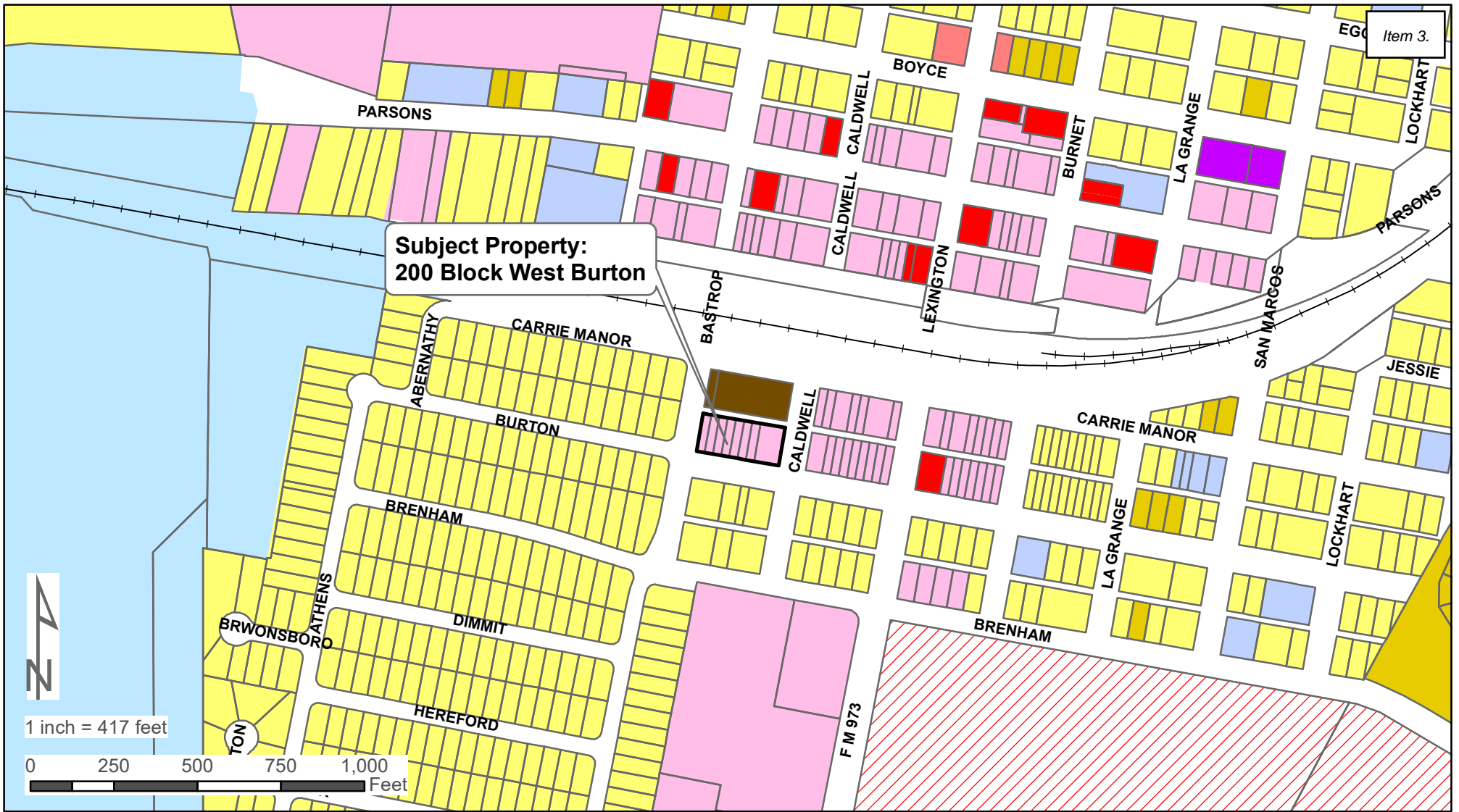
Please let us know if you need any further information for the rezoning effort.

Respectively submitted,

CARNEY ENGINEERING, PLLC
TBPE Firm No. F-5033



T. Craig Carney, P.E.



Proposed Zoning: Multi-Family 25 (MF-2)

*Current Zoning:
Light Commercial (C-1)*

Zone					
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	MF-2 - Multi-Family 25		C-1 - Light Commercial		IN-2 - Heavy Industrial
	MH-1 - Manufactured Home		C-2 - Medium Commercial		PUD - Planned Unit Development
					ETJ





October 23, 2020

RE: Notification for a Rezoning Application – 200 Block West Burton Street

Dear Property Owner,

The City of Manor Planning and Zoning Commission and City Council will be conducting a Special Called and regularly scheduled meetings for the purpose of considering and acting upon on a Rezoning Application for 0.66 acres near the intersection of South Bastrop Street and West Burton and being the 200 Block of West Burton Street. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing upon a rezoning request for Lots 11-20, Block 10, Town of Manor and being 0.66 acres, more or less, and being located along the 200 Block West Burton Street, Manor, TX from Light Commercial (C-1) to Multi-Family 25 (MF-2).

The Planning and Zoning Commission will meet at 6:30PM on November 12, 2020 at 105 East Eggleston Street in the City Hall Council Chambers**.

The City Council will meet at 7:00PM on November 18, 2020 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.

If you have no interest in the case there is no need for you to attend**. You may address any comments to me at the email address or phone number below. Any communications I receive will be made available to the Commissioners and Council Members during the discussion of this item.

** Due to the declared Public Health Emergency related to COVID-19, at the time of this notification Planning and Zoning Commission meetings are being conducted via video conference and livestreamed on the City's Facebook page (facebook.com/cityofmanor) and the Chambers is closed to the public.

Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting the link below where registration information will be posted with the agenda for the public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the video conference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

You may refer to the posted agenda for the November 12th Planning and Zoning Commission to see how the meeting will be conducted, whether via video conference or in-person. Planning and Zoning Commission agendas and speaker registration information can be found here under the date of the meeting: http://www.cityofmanor.org/page/homepage_calendar. Agendas are posted 72 hours prior to the scheduled meeting.

Sincerely,

Scott Dunlop,
Assistant Development Director
sdunlop@cityofmanor.org - 512-272-5555 ext. 5

RAMIRO LOPEZ-CASTRO & MARIA
DOLORES CASTRO
11409 CARRIE MANOR ST
MANOR, TX 78653-5370

LISA D COMSTOCK
11501 CARRIE MANOR ST
MANOR, TX 78653-5371

ZENAIDE & MARIO I PENA
11503 CARRIE MANOR ST
MANOR, TX 78653-5371

DAMARIS MOLINA & JOSE G ROIG
11505 CARRIE MANOR ST
MANOR, TX 78653-5371

WILLIAM I KIRBY III & BARBARA J
KIRBY
11507 CARRIE MANOR ST
MANOR, TX 78653-5371

ROXANNE JO HARRIS
11408 BURTON ST
MANOR, TX 78653-5364

OMAR HERNANDEZ MURO &
MARIA DE LA LUZ SANCHEZ DE
MURO
11500 BURTON ST
MANOR, TX 78653-5364

GARCIA-CERVANTES ALEJANDRO
& MARIA SOCORRO ARRIAGA
11502 BURTON ST
MANOR, TX 78653-5365

AYEDIS CARLOS & LEONOR LEIVA
11504 BURTON ST
MANOR, TX 78653-5365

LISA AMEDEO
11506 BURTON ST
MANOR, TX 78653-5365

MARTINEZ JOSE BAUTISTA &
ESMERALDA ZAMORA JARAMILLO
11501 BURTON ST
MANOR, TX 78653-5365

CONDE GONZALO H &
YESSICA J PEREZ OROZCO
11503 BURTON ST
MANOR, TX 78653-5365

TAN N DAO &
HOANGTHOA NGUYEN DAO
3609 ROCKY FORD DR
AUSTIN, TX 78749-6943

GABRIEL VEGA
11507 BURTON ST
MANOR, TX 78653-5365

SHANNON MARIE O'BRIEN
11509 BURTON ST
MANOR, TX 78653-5365

WILLIAM LAROUX
11504 BRENHAM ST
MANOR, TX 78653-5368

DANG NGUYEN
11506 BRENHAM ST
MANOR, TX 78653-5368

HUBERT A MORAN GUTIERREZ
11508 BRENHAM ST
MANOR, TX 78653-5368

STRICKLAND STEPHEN LEE
11510 BRENHAM ST
MANOR, TX 78653-5368

MARY ANGEL REYES
PO BOX 426
MANOR, TX 78653-0426

JOHNNY JOE & ROSAURA R
MOLINA
PO BOX 509
MANOR, TX 78653-0509

LISA A HEDGES
202 W BURTON ST
MANOR, TX 78653

RUBEN & DIANA M CORONADO
209 MALDONADO TRL
DEL VALLE, TX 78617-5472

KARINA ALEXIS CORONADO
209 MALDONADO TRL
DEL VALLE, TX 78617-5472

GUADALUPE CASTANEDA
PO BOX 1021
MANOR, TX 78653-1021

MANUEL & JUANA R CASTANEDA
PO BOX 1103
MANOR, TX 78653-1103

SEPECO
PO BOX 170309
AUSTIN, TX 78717-0019

JUAN F MARIN ESQUIVEL &
DIANA N ZUNIGA TOBIAS
106 W BURTON ST
MANOR, TX 78653-4733

OTHA B & VELMA L SMITH
10605 WENTWORTH DR
ROWLETT, TX 75089-8494

RODRIGO & MARIA
PO BOX 614
MANCHACA, TX 78652-0614

CATARINO M TORALES &
ALVELETICIA RIVERA
PO BOX 408
MANOR, TX 78653-0408

DANIEL RAMIREZ ZAPATA
13625 BRIARCREEK LOOP
MANOR, TX 78653-4667

ELVA R LOPEZ &
MARCELINO RAMIREZ
11301 BROWNSBORO CT
MANOR, TX 78653-5020

MABEL JONES
% MARY LEE MOORE % TISHA
WHITE
1917 MORGAN WAY
MIDLAND, TX 79705-7833

KATHY NAVAS
13409 CANTARRA DR
PFLUGERVILLE, TX 78660-5688

RODNEY E JONES
10016 WOODHAVEN DR
AUSTIN, TX 78753-4345

ETHEL W GREEN
2103 SL DAVIS AVE
AUSTIN, TX 78702-2220

BESSIE WASHINGTON ESTATE
%LOU ETTA WASHINGTON
10000 LOXLEY LN
AUSTIN, TX 78717-3929

ISIDRO CASTELAN &
MARIA VENCES TINOCO
107 W BURTON ST
MANOR, TX 78653-4733

ISIDRO CASTELAN &
MARIA VENCES TINOCO
107 W BURTON ST
MANOR, TX 78653-4733

GENEVA ACRES
PO BOX 170309
AUSTIN, TX 78717-0019

BURTON STREET PARTNERSHIP
PO BOX 170309
AUSTIN, TX 78717-0019

H & PB FAMILY RENTAL
PROPERTIES LTD
6000 N LAMAR BLVD STE 210
AUSTIN, TX 78752-4421

BENTURA & PATRICIA A SOSA
PO BOX 26
MANOR, TX 78653-0026

JENNIFER LEE BURNS
3105 DOLPHIN DR
AUSTIN, TX 78704-6024

OTHA B SMITH
10605 WENTWORTH DR
ROWLETT, TX 75089-8494

SINAN ABDULRAHEEM
12000 REINDEER DR
AUSTIN, TX 78754-6131

HOUSING AUTHORITY OF TRAVIS
TRAVIS COUNTY
PO BOX 1748
AUSTIN, TX 78767-1748



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the November 4, 2020, Regular Meeting.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: Yes

- November 4, 2020, Regular Session Minutes

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the City Council Minutes of the November 4, 2020, Regular Meeting.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



**CITY COUNCIL
REGULAR SESSION MINUTES
NOVEMBER 4, 2020
Via Telephone/Video Conference
(Zoom Meeting)**

The meeting was live streamed on Facebook Live beginning at 7:00 p.m.
<https://www.facebook.com/cityofmanor/>

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act to allow for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in person meetings that assemble large groups of people the City Council meeting scheduled for Wednesday, November 4th, will only be open to the public via remote access.

The following instructions were provided to the general public.

Instructions for Public Speaking:

- Members of the public that wish to speak during public comments, public hearing or an agenda item will need to register in advance by visiting www.cityofmanor.org where a registration link will be posted on the calendar entry for each public meeting. You will register by filling in the speaker card available for that specific meeting and submitting it to publiccomments@cityofmanor.org. Once registered, instructions will be emailed to you on how to join the videoconference by calling in. Your Speaker Card must be received two (2) hours prior to scheduled meeting.

Upon receiving instructions to join zoom meeting the following rules will apply:

- All speakers must address their comments to the Mayor rather than to individual Council Members or city staff. Speakers should speak clearly into their device and state their name and address prior to beginning their remarks. Speakers will be allowed three (3) minutes for testimony. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the meeting.

Mayor Wallace Jr. advised that all votes would be conducted by a Roll Call Vote, meaning each City Council Member would be called on separately to cast their vote.

PRESENT VIA ZOOM:

Dr. Larry Wallace Jr., Mayor

COUNCIL MEMBERS:

Emily Hill, Place 1
Maria Amezcua, Place 2
Dr. Christopher Harvey, Place 3
Danny Scarbrough, Place 4 (Absent)
Deja Hill, Mayor Pro Tem, Place 5
Vacant, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Assistant Development Services Director
Michael Tuley, Director of Public Works
Tracey Vasquez, HR Manager
Heath Ferguson, IT Manager
Frank Phelan, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present via video/telephone conference, the regular session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:01 p.m. on Wednesday, November 4, 2020.

PLEDGE OF ALLEGIANCE

Mayor Wallace Jr. led the Pledge of Allegiance.

PROCLAMATIONS

A Declaring Friday, November 6, 2020, as “Texas Arbor Day”

Mayor Wallace Jr read a proclamation declaring Friday, November 6, 2020, as “Texas Arbor Day”.

B. Declaring the Week of November 2-6, 2020, as “Municipal Court Week”

Mayor Wallace Jr. read a proclamation declaring the week of November 2-6, 2020, as “Municipal Court Week”.

PUBLIC COMMENTS

There were no public comments received prior to the meeting.

PUBLIC HEARINGS

1. Conduct a public hearing on the Land Use Assumptions Map and proposed Capital Improvement Projects recommended by the Advisory Committee.

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

Mayor Wallace Jr. opened the public hearing.

City Engineer Phelan discussed the Land Use Assumption Map and proposed Capital Improvement Project.

The discussion was held regarding the impact cost for the project.

The discussion was held regarding previous public hearings held regarding this item.

The discussion was held regarding the timeline for the project.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to close the Public Hearing.

Mayor Wallace Jr. opened the floor for any questions to the motion.

There was no further discussion.

Motion to close carried 5-0

CONSENT AGENDA

- 2. Consideration, discussion, and possible action to approve the City Council Minutes of October 21, 2020, Regular Session, and Joint Meeting with Planning and Zoning Commission.**
- 3. Consideration, discussion, and possible action on an ordinance rezoning 24.81 acres, more or less, out of the Sumner Bacon Survey No. 62, Travis County, Texas, and being located at 9910 Hill Lane, Manor, TX from Light Commercial (C-1) to Multi-Family 15 (MF-1).**

MOTION: Upon a motion made by Mayor Pro Tem, Deja Hill and seconded by Council Member Dr. Harvey, to approve and adopt all items on the Consent Agenda.

Mayor Wallace Jr. opened the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 5-0

REGULAR AGENDA

4. Consideration, discussion, and possible action on a resolution accepting a petition for the dissolution of the original EntradaGlen Public Improvement District (PID) and the creation of a new EntradaGlen PID.

The City staff recommended that the City Council approve Resolution No. 2020-14 and accept the PID Petition for the dissolution of the original EntradaGlen Public Improvement District (PID) and the creation of a new EntradaGlen PID, set public hearings on December 2, 2020 and direct the City Secretary to publish the notices of public hearing on or before November 13, 2020.

Pete Dwyer with Dwyer Realty was available via zoom to address any questions posed by the City Council.

Sharon J. Smith with Armbrust & Brown, PLLC, was available via zoom to address any questions posed by the City Council.

Zach Crawford with DPFPG was available via zoom to address any questions posed by the City Council.

City Manager Bolt discussed the dissolution of the original EntradaGlen PID and creation of a new EntradaGlen PID.

Resolution No. 2020-14: A Resolution of the City Council of the City of Manor, Texas, Accepting a Petition for the Dissolution of the Original EntradaGlen Public Improvement District and the Creation of a New Entradaglen Public Improvement District and Calling for Public Hearings.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve Resolution No. 2020-14 and accept the PID Petition for the dissolution of the original EntradaGlen Public Improvement District (PID) and the creation of a new EntradaGlen PID, set public hearings on December 2, 2020 and direct the City Secretary to publish the notices of public hearing on or before November 13, 2020.

Mayor Wallace Jr. opened the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 5-0

5. Consideration, discussion, and possible action on an ordinance closing, vacating, and abandoning a portion (161,158 square feet) of street right-of-way commonly known as Old Kimbro Road (80 feet wide).

The City staff recommended that the City Council approve Ordinance No. 589 closing, vacating, and abandoning a portion (161,158 square feet) of street right-of-way commonly known as Old Kimbro Road (80 feet wide) and authorize the Mayor to execute the Special Warranty Deed.

Talley Williams with Metcalfe Wolff Stuart & Williams, LLP was available via zoom to address any questions posed by the City Council.

Alex Granados with Kimley-Horn was available via zoom to address any questions posed by the City Council.

City Manager Bolt discussed the ordinance closing, vacating, and abandoning a portion of street right-of-way on Old Kimbro Road.

Ordinance No. 589: An Ordinance of The City of Manor, Texas, Closing, Vacating, and Abandoning a Portion (161,158 Square Feet) of Street Right-of-Way Commonly Known as Old Kimbro Road (80 Feet Wide); Authorizing Conveyance to Abutting Property Owners; Providing Findings of Fact; Authorizing Conveyance of Such Abandoned Right-of-Way by Special Warranty Deed; Providing Severability, Effective Date and Open Meetings Clauses; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Emily Hill, to approve Ordinance No. 589 closing, vacating, and abandoning a portion (161,158 square feet) of street right-of-way commonly known as Old Kimbro Road (80 feet wide) and authorize the Mayor to execute the Special Warranty Deed.

Mayor Wallace Jr. opened the floor for any questions to the motion.

There was no further discussion.

Motion to approve carried 5-0

6. Consideration, discussion, and possible action on a resolution to adopt the Land Use Assumptions Map and proposed Water and Wastewater Capital Improvement Projects recommended by the Advisory Committee.

The City staff recommended that the City Council approve Resolution No. 2020-15 approving the Land Use Assumptions and Capital Improvements Plan for the City's Water and Wastewater Impact Fee Service Area.

Resolution No. 2020-15: A Resolution of the City Council of the City Of Manor, Texas Approving the Land Use Assumptions and Capital Improvements Plan for the City's Water and Wastewater Impact Fee Service Area; and Declaring an Effective Date.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Deja Hill, to approve Resolution No. 2020-15 approving the Land Use Assumptions and Capital Improvements Plan for the City's Water and Wastewater Impact Fee Service Area.

Mayor Wallace Jr. opened the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 5-0

- 7. Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances of the City of Manor providing for the amendment of general and alternative review procedures, approval of concept plans, establishing expiration and extension dates, approval of easement and license agreements, establishing lot widths in the ETJ, and procedures for water and wastewater service in the ETJ.**

The City staff recommended that the City Council approve Ordinance No. 590 of the City of Manor, Texas amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances of the City of Manor providing for the amendment of general and alternative review procedures, approval of concept plans, establishing expiration and extension dates, approval of easement and license agreements, establishing lot widths in the ETJ, and procedures for water and wastewater service in the ETJ.

Assistant Development Services Director Dunlop discussed the proposed subdivision ordinance.

Ordinance No. 590: An Ordinance of the City of Manor, Texas Amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263b, Exhibit A, as Amended, of the Code of Ordinances of the City of Manor, Texas Providing for the Amendment of General Procedures, Alternative Review Procedures and Approval of Concept Plans; Establishing Expiration and Extension Dates; Providing for The Approval of Easements and License Agreements; Providing Procedures for Water and Wastewater Services in the ETJ; Establishing Lot Widths in The ETJ; Providing a Severability Clause, Providing Savings, Effective Date and Open Meetings Clauses, and Providing For Related Matters.

MOTION: Upon a motion made by Mayor Pro Tem Deja Hill and seconded by Council Member Amezcua, to approve Ordinance No. 590 of the City of Manor, Texas amending Chapter 10, Subdivision Regulation, Article 10.02 Subdivision Ordinance, Ordinance 263B, Exhibit A of the Code of Ordinances of the City of Manor providing for the amendment of general and alternative review procedures, approval of concept plans, establishing expiration and extension dates, approval of easement and license agreements, establishing lot widths in the ETJ, and procedures for water and wastewater service in the ETJ.

Mayor Wallace Jr. opened the floor for any questions to the motion.

There was no discussion.

Motion to approve carried 5-0

8. Consideration, discussion, and possible action with regard to the renaming the position title of “Community Development Manager” to the position title of “Heritage and Tourism Manager”.

The City staff recommended that the City Council approve to renaming of the position titled of “Community Development Manager” to the position title of “Heritage and Tourism Manager”

City Manager Bolt discussed the renaming the position of “Community Development Manager” to the position title of “Heritage and Tourism Manager.”

HR Manager Vasquez discussed the job description revisions.

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Mayor Pro Tem Deja Hill, to rename the position title of “Community Development Manager” to the position title of “Heritage and Tourism Manager”.

Mayor Wallace Jr. opened the floor for any questions to the motion.

The discussion was held regarding the meaning of the new title.

The discussion was held regarding new revisions to the job description.

The discussion was held regarding the main street program and event planning responsibilities for the position.

Council Member Dr. Harvey amended his first motion to the following:

MOTION: Upon a motion made by Council Member Dr. Harvey and seconded by Mayor Pro Tem Deja Hill, to rename the position title of “Community Development Manager” to the position title of “Heritage and Tourism Manager” with revisions.

There was no further discussion.

Motion to approve carried 5-0

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 8: 22 p.m. on Wednesday, November 4, 2020.

These minutes approved by the Manor City Council on the 18th day of November 2020.

APPROVED:

Dr. Larry Wallace Jr.
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Draft Minutes



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the acceptance of the October 2020 Departmental Reports.

BACKGROUND/SUMMARY:

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Assistant Development Services Director
- Community Development – Debbie Charbonneau, Community Development Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Michael Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- October 2020 Department Monthly Reports

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve and accept the October 2020 Departmental Reports.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
------------------------------------------	---------------------------	--------------------	-------------



Manor Police Department

Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 11/18/2020

October 2020

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	2098	2291	8.42↓	Patrol Car Rental Last Month \$ 761.25 YTD \$ 30,190.50
Average CFS per day	67.6	73.9	8.5↓	
Open Cases	39	17	129↑	
Charges Filed	38	51	25↓	
Alarm Responses	44	61	27.8↓	
Drug Cases	6	9	33↓	
Family Violence	13	9	44↑	
Arrests Fel/Misd	16 Fel/22 Misd	19Fel/32Misd	15.7Fel↓/31.2Misd↓	
Animal Control	46	39	18↑	
Traffic Accidents	47	45	4.4↑	
DWI Arrests	8	16	50↓	
Traffic Violations	244	896	72.7↓	
Impounds	49	124	60↓	
Ordinance Violations	54	70	22.8↓	
Victim Services cases	46	53	13.2↓	
Total Victims Served	28	54	48↓	
Laboratory Submissions	11	6	83↑	

Notes:

*DNA- DATA NOT AVAILABLE

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

October 1-31, 2020

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	4	\$17,822.65	\$795.00	
Commercial Irrigation	2	\$4,593.06	\$214.00	
Commercial New	1	\$1,379,508.16	\$16,420.50	Dairy Queen
Commercial Sign	1	\$8,000.00	\$142.00	
Commercial Tenant Finish Out	1	\$770,000.00	\$3,431.85	Austin Radiological Assoc.
Educational Remodel/Repair	1	\$300,000.00	\$2,421.80	Manor ISD PD Dept.
Residential Demolition	1	\$10,000.00	\$97.00	
Residential Electric	10	\$225,862.22	\$1,070.00	
Residential Irrigation	33	\$65,072.38	\$3,553.00	
Residential New	20	\$6,124,575.70	\$84,759.40	
Residential Plumbing	4	\$10,300.00	\$503.00	
Residential Swimming Pool/Spa	2	\$145,467.00	\$684.00	
Totals	80	\$9,061,201.17	\$114,091.55	

Total Certificate of Occupancies Issued: 49

Total Inspections(Comm & Res): 1,980

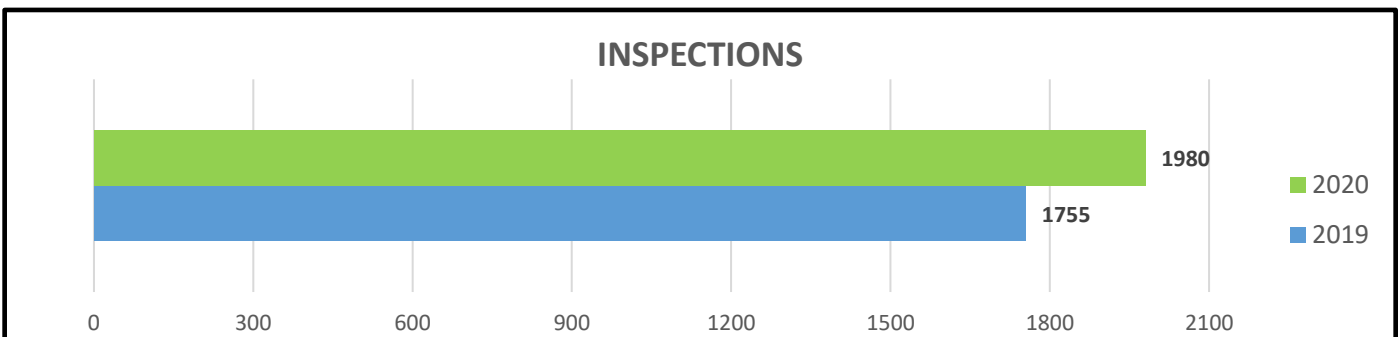
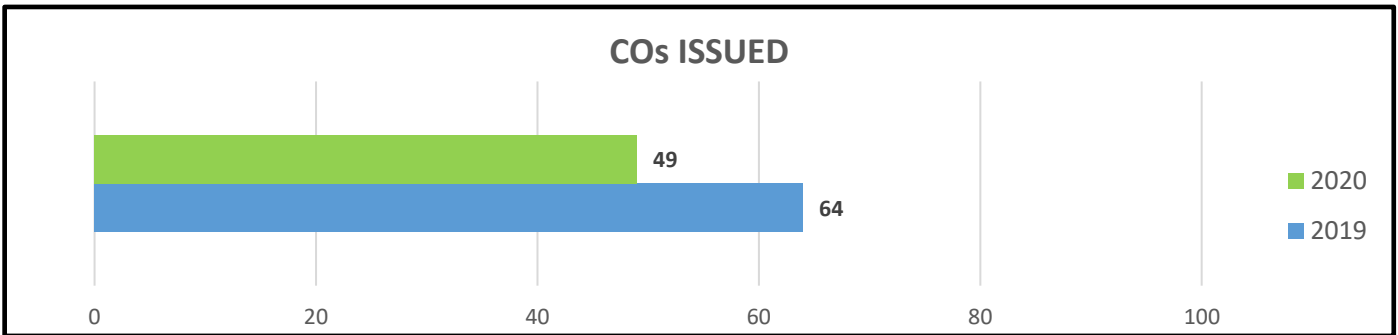
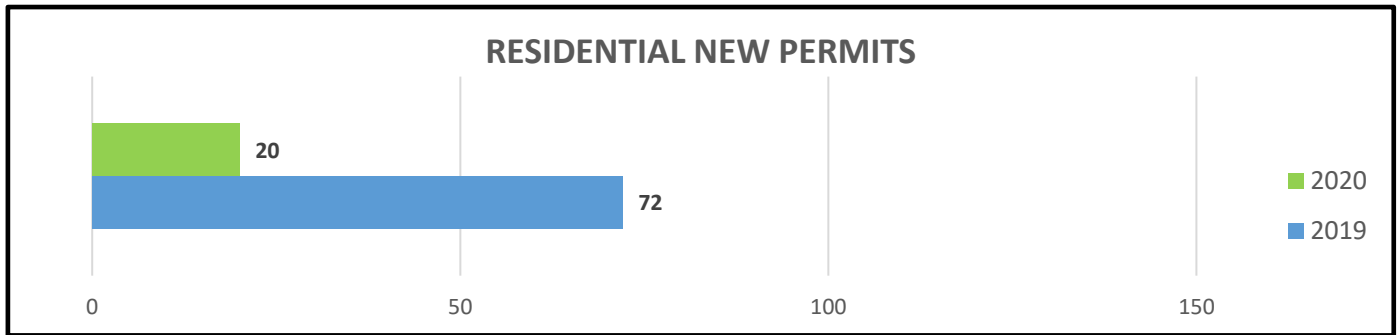
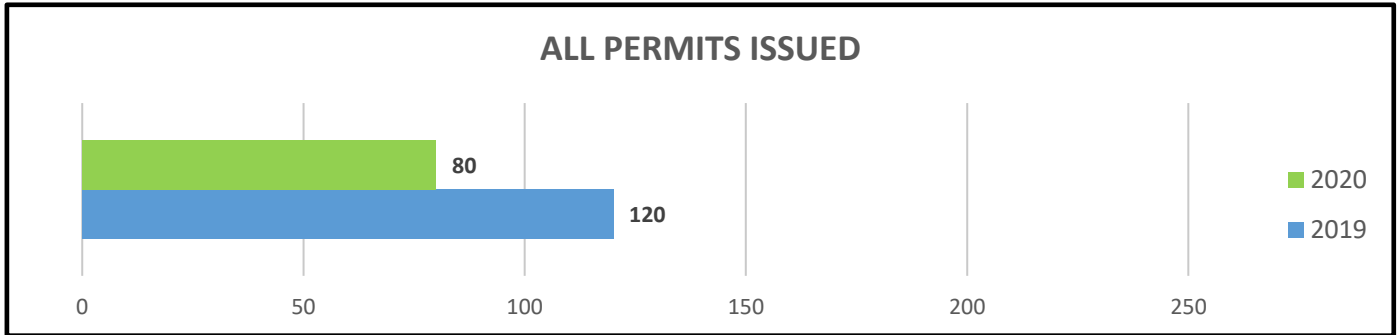
Tom Bolt, City Manager





October 2020

DEPARTMENT OF DEVELOPMENT SERVICES
THOMAS BOLT, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
 From: Debbie Charbonneau, Heritage & Tourism Manager
 Date: November 18, 2020
 RE: **October & November Monthly Report**

COMMUNITY MEETINGS

BUSINESS CONTACTS/VISITS

I made twenty-six (26) business contacts/visits for the months of October and November.

EVENTS

“Shop Small” “Shop Local” Campaign

The campaign started on Sunday, November 1, 2020 and will run through Monday, November 30, 2020 and I ordered 4,000 tickets to start the campaign. For every \$20.00 a customer spends in a participating business, they will have a sign on their door, you get the chance to enter a ticket into a drawing for the chance to win \$1,000.00 in gift cards. The drawing will be Friday, December 4, 2020 at 4:00 pm at City Hall.

The exciting news is that we have eighteen small businesses participating. I have done this campaign in two other Texas cities and I have never had this many small businesses sign up for a first-time campaign. I started this campaign and wrote an article for the Texas Historical Commission Main Street News for other cities if they were interested in doing one in their community as well, it is a great way to show the economic impact that small businesses make in their community.

So, here I am on November 2, 2020, day two of the campaign and I get an email from Good Luck Grill who had received 200 tickets to start but already needed more tickets, so I delivered 500 more tickets to Good Luck Grill on Tuesday, November 3, 2020.

More exciting news from Duett’s Tire Service who had ordered 100 tickets to start but needed more tickets, so on Tuesday, November 3, 2020, I delivered 200 more tickets to them.

Brain Freeze who had ordered 100 tickets to start emailed me and ordered more tickets, so I delivered 200 more tickets to them on Wednesday, November 4, 2020.

Bud-ee’s Smoke/Vape Shop contacted me on November 5, 2020 and ordered 100 more tickets.



MEMO

Café 290 contacted me on November 9, 2020 and ordered 200 more tickets.
Good Luck Grill contacted me on November 9, 2020 and ordered 200 more tickets.
Bud-ee’s Smoke/Vape Shop contacted me and ordered 200 more tickets.
As of today, November 10, 2020 I only have 300 tickets out of 4,000 left.

Leadership Manor Class #1 – Economic Development and Community Development Day

October 8, 2020 – Weekly ZOOM meeting to discuss their community project.

October 14, 2020 – Economic & Community Development Day – The class was led by Scott Dunlop, Assistant Development Services Director and Debbie Charbonneau, Heritage & Tourism Manager.

The following topics were presented by Scott:

- Why is Economic Development Important?
- Development Agreements and Examples
- Planned Unit Developments (PUDs)
- Planning & Zoning Commission
- Sales Tax Rebates
- Ad Valorem (property) Tax
- Economic Development Ordinance
- Impact Fee Rebates
- Public Improvement Districts (PIDs)
- Tax Increment Refinance Zone (TIRZ)

Debbie presented the Four Cornerstones of Business Success.

This presentation presented the four aspects of business that comprise “the fundamentals” that are essential for building, growing and sustaining a successful enterprise.

The fundamentals apply to businesses of every size, in any industry, as well as non-profits and other organizations.

Wherever there are people and transactions, there are four basic issues that need to be effectively addressed – not once, not occasionally, but continually and consistently.

The four cornerstones are: Economic Development, Educations, Healthcare and Public Safety.

October 29, 2020 – Weekly ZOOM meeting with class to discuss their community project.

November 5, 2020 – Weekly ZOOM meeting with class to discuss their community project.

November 12, 2020 – Weekly ZOOM meeting with class to discuss their community project.

November 17, 2020 – Leadership Manor “History & Art Day.”



MEMO

November 18, 2020 – Leadership Manor Class #1 presentation of their community project to Mayor and City Council.

City Hall Essentials

On Friday, October 23, 2020, I attend this municipal training called – Career Suicide?! – Social Media Dos & Don'ts for City Officials

This was for City officials (elected, staff, volunteers), council, attorneys, managers, planners, department heads, secretaries, clerks and commissioners.

Listed below was the agenda:

- 8:30am – 9:00am Enter into Meeting/Welcome
- 9:00am – 12:00pm Public Nature of Posts (Open meetings, records, retention, discovery)
 - Real life consequences of bonehead posts
 - Constitutional law on blocking or deleting comments
 - Best practices & tips for productive Social media

Conducted by Alan Bojorquez, Attorney, Bojorquez Law Firm & Lora-Marie Bernard, Principal consultant MuniMedia.

MANORPALOOZA 2021 – MAY 7 & 8, 2021

ManorPalooza planning has started and moving forward.

On October 14, 2020 – Chief Phipps, myself, Tim Schultz and Lance Stacy who provides the stage and lighting met at Timmerman Park to discuss next year's event.

On October 20, 2020 – Chief Phipps, myself Sean Donnelly, Tim Schultz, and Lydia Collins met with Austin Heli Tours at the park to discuss having the helicopter rides and they are on board.

On October 29, 2020 – Chief Phipps, myself, Lydia Collins, Tim Schulz and Sean ??? met with USG to provide for the fireworks for the event.

I have been working on food and arts & craft vendors for the event.

Food Vendors contacted:

Brain Freeze of Texas – Manor – They serve ice cream and more

That Taco Stand – Manor – Tacos and more

Tamale Addiction – Manor – Tamales

Scrumbscious Pieshakes - Forney – Burgers, pieshakes, fried pies, fries and more

Stuffed Wings – Houston –

Urban Cowboy Southern Fusion – Austin –



MEMO

Euro Pizza – Bastrop –
 Korean Kravings – Killeen –
 Krab Kingz – Pflugerville –
 Family Fun Concession – Iowa -

Arts & Craft Vendors contacted:

Revinished – Texas State Fair – Denton - Home décor
 A Spice Above Texas – San Antonio Rodeo – Indiana – Gourmet Dips
 Agave Sky Boots – San Antonio Rodeo – Round Top – Boots and more
 3 Sassy Chicks Boutique – Sant Antonio Rodeo – San Antonio - Clothes and more
 Black Rifle Coffee Company – San Antonio Rodeo – Coffee and more
 3 Barrels Up – San Antonio Rodeo – Arizona - Hats
 Eko Deko – Texas State Fair – Home décor and wood products
 Reecil – Texas State Fair – Greeting cards
 Rickey’s Jerky – San Antonio Rodeo – Jerky and more
 Tiny Herd Boutique – San Antonio Rodeo – Clothes for young children
 Caramel Kitchen – San Antonio Rodeo – Idaho – Caramel sauces
 Big Creek Farms – Shepherd – Honey and fruit

OTHER DUTIES

CivStart Bi-Weekly ZOOM Meetings – These meetings are attended by the CivStart team, Tom Bolt, Mayor Wallace and me.

CivStart is a nonprofit accelerator for government technology startups dedicated to creating an hones and inclusive ecosystem for innovative solutions to the more pressing problems faced by state and local governments.

NLC CIE Commitment – the National League of Cities (NLC) City Innovation Ecosystems (CIE) Program is a partnership with Schmidt Futures and the Ewing Marion Kauffman Foundation that asks city leaders to commit to creating the right policies, program, and practices to ensure their communities can thrive in the global, innovation-driven economy.

By committing to work with CivStart, the NLC CIE program will cover the costs associated with CivStart’s regular one-on-one work to help a city 1) identify core challenges with internal city processes or facing the city’s communities; 2) Identify and get potential innovative, cost-effective startups solutions to meet those challenges; and 3) Deploy and help project manage free or low-coast pilot programs to meet those challenges, as proof-of-concepts toward fuller-scale procurement.



MEMO

Downtown Revitalization – The City of Manor is seeking a solution to help ensure that the local government and its residents can share a vision around a growing and changing downtown community

AND

The City of Manor is seeking a solution to help its local businesses grow and thrive in an older downtown that has many split-up zoning parcels.

Parking/Transportation – The City of Manor is seeking a solution to help residents’ access and explore the downtown from their homes and nearby public-transportation options.

Downtown Revitalization – Business Support.

Parking/Transportation.

CivStart Recommendations – They would like to continue to investigate additional options at this time before making recommendations. In the meantime, they can begin to set up demos for any startups that we think we might be interest in piloting.

Heartsaver First Aid CPR AED Certification – October 28, 2020

Completed the class for my certification.

Texas Downtown Association Virtual Conference – November 9 – 12, 2020 – Revitalize, Reboot & Reconnect! There are a lot of sessions but here are some examples:

Opening Keynote – Getting Retail Working Again – The pandemic has impacted our downtown retail environments like no other crisis in our lifetimes. Yet every day, communities across the country are pivoting and inventing responses in real time. What can we learn from these efforts and innovations? Ortiz will discuss how the pandemic is changing our Downtowns (for better or for worse), as well as cover the most up-to-date trends and strategies that downtown leaders need to know about as they prepare to accommodate the “next normal”.

Larisa Ortiz, Streetsense

Managing the Chaos – If you’re like most downtown professionals, you’re wearing multiple hats and expected to handle multiple situations every day. Sometimes it just all feels overwhelming. In this session we’ll explore time management, organizational tips, delegation, and self-care

Alysia Cook, Opportunity Strategies



MEMO

Can Small Towns be Cool? – We live in a changing world. Achieving community vitality requires non-traditional community and economic development strategies. Base on the successful approaches of high performing small to mid-sized towns across North America, this session provides real strategies from real communities on enhancing entrepreneurship, strengthening human talent, addressing youth migration, and building successful regional partnerships.

Dave Ivan, Michigan State University

Closing Keynote – Our closing keynote session will focus on how downtowns can and should be venues for showcasing and celebrating diversity and inclusion in Texas communities. Discussions will center on what is truly meant by “diversity and inclusion” and their importance in the 21st century.

Dr. Frank B. Ashley, III, The bush School of Government, Texas A&M University

Regional Partner’s Meeting. – November 13, 2020

The partners include Bastrop, Elgin, Manor, Taylor, Georgetown, Hutto, Temple, Granger and Caldwell. This month we will discussing lessons learned from the TDA virtual conference and any holiday happenings that will be taking place in our communities.

Texas Downtown Association Downtown Assessment Team

Liberty Hill – November 20, 2020

I was asked to serve on the team for this assessment.

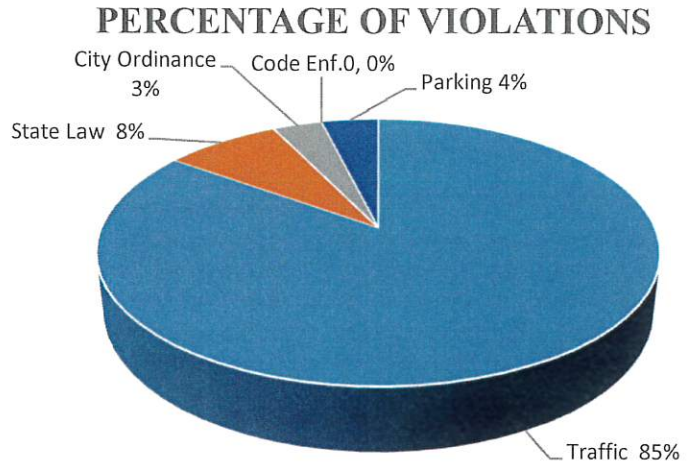
The Texas Downtown Association has expertise and experience in many areas of downtown revitalization. Whether you’re seeking a downtown assessment, need a speaker to present to a local group, or need to connect with a facilitator for a strategic plan, they’ve got you covered.

Downtown Assistance Program services are for TDA members only.

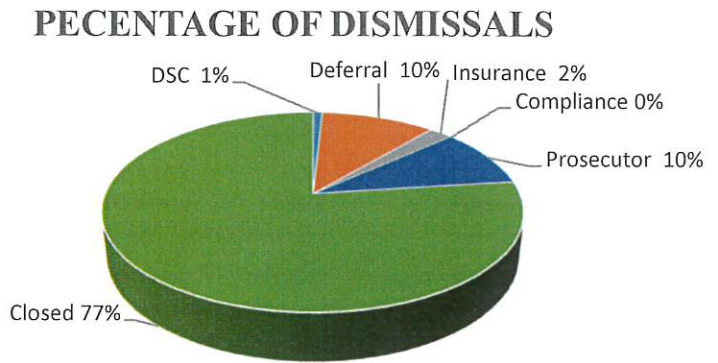
The service includes all preparation, on-site, and follow-up and materials.

City of Manor Municipal Court OCTOBER 2020

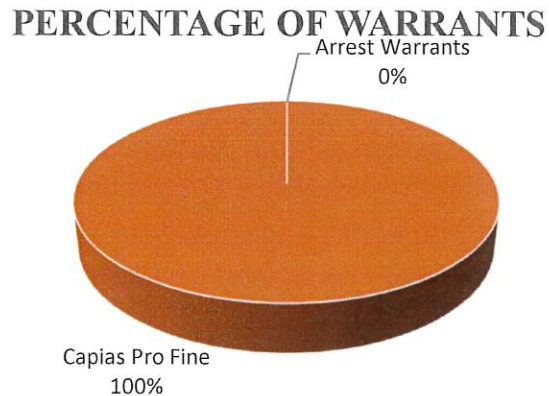
Violations Filed	Oct-20	Oct-19
Traffic	151	601
State Law	14	34
City Ordinance	6	20
Code Enforcement	0	0
Parking	7	14
Total	178	669



Dismissals	Oct-20	Oct-19
DSC	2	27
Deferral	24	54
Insurance	5	1
Compliance	0	21
Prosecutor	22	58
Closed	178	472
Total	231	633



Warrants	Oct-20	Oct-19
Arrest Warrants	0	180
Capias Pro Fine	1	33
Total	1	213



Money Collected in October 2020

Kept By City	\$26,281.11
kept By State	\$13,107.71
Total	\$39,388.82

Money Collected in October 2019

Kept By City	\$52,430.63
Kept By State	\$31,999.33
Total	\$84,429.96



MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: November 10, 2020
RE: October Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In the month of October 19% of the water we supplied to our residents was from our wells, and we purchased 81% from EPCOR and Manville WSC. In October, the estimated population of residents in the City of Manor is 15,187. Estimated population for ShadowGlen is 4,443 residents.

Subdivision Inspections

- Street Inspections- 17
- Water Inspections- 2
- Wastewater Inspections- 5

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
NOVEMBER 2020

Item 5.

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase 1	Wilbarger WWTP, Onsite LS, Public Works Bldg.	Second of two treatment trains placed online, ongoing work on sludge processing, building construction ongoing.	85%
Wilbarger Creek Wastewater Treatment and Collection System Improvements, Phase	Creekside Lift Station improvements, Carrie Manor Lift Station	Creekside lift station excavation and installation of wet well complete, foundation work complete; Carrie Manor lift station license agreement under review.	12%
2017 Water Distribution System Improvements	12" water transmission main along Gregg Lane, FM973 and Tower Road	Line installed and functioning, SCADA improvements being finalized.	95%
2020 Cap Metro Paving Improvements	Paving improvements on Burnet, Rector and Townes Streets	Plans 75%	Design Phase
Park Bathroom	Public restroom for Timmerman Park	Project to be advertised for bidding	Bidding Phase
Cottonwood Creek Wastewater Treatment Plant	200,000 GPD wastewater treatment plant and lift station	Project bid and considered for award	Award Phase
Cottonwood Creek Wastewater Improvements Project	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Easement acquisition ongoing, plans 90%	Design Phase
US 290 Water Line	12" water line extension from Presidential Glen along US 290 to past Kimbro Road	Easement acquisition ongoing, plans 95%	Design Phase
FM 973 Water and Wastewater Lines	12" water line and 12"/15" gravity wastewater line in FM 973	Project on hold per developer	Design Phase
Burnet/Parsons Gravity Main	12" gravity wastewater main	Plans, contract documents and specifications complete	Design Phase





Planted 14 trees in Timmerman Park along Skimmer Run.

Hamilton Point Park playscape is in the process of being installed. Playscape will be completed by end of November.

Item 5.



Jennie Lane Park shade structure is in the process of being installed and will be completed the end of November.



Ground Storage Tank

402 West Parsons - 8" Cla -valve has been ordered to replace 15-year-old Cla -valve at 402 West Parsons City Yard.



Pulled Well number 3 pump – found hole in pump – see attached photo

Wells casing needs to be replaced has lots of corrosion– see attached photo

Jurgensen Pump and well service is scheduled to replace pump and casing for Well number 3 within a couple of weeks.





MEMO

To: Mayor and City Council Members
From: Mike Tuley, Director of Public Works
Date: November 10, 2020
RE: October Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

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

Water Production & Purchase

In the month of October 19% of the water we supplied to our residents was from our wells, and we purchased 81% from EPCOR and Manville WSC. In October, the estimated population of residents in the City of Manor is 15,187. Estimated population for ShadowGlen is 4,443 residents.

Subdivision Inspections

- Street Inspections- 17
- Water Inspections- 2
- Wastewater Inspections- 5

Streets and Parks Monthly Report October 2020

Daily Duties and Projects 10-1-2020 / 10-31-2020

- Stop sign repair @ Wedding Dr & Carillon Way, Straighten signs at Bell Farms and Carriage Hills subdivisions.
- Cleaned up illegal dumping on Old Kimbro Rd per Code Enforcement.
- Trimming trees in roadways in Old Town, Johnson Rd, Bell Farms, Hamilton Point.
- Hamilton Point Park playscape is being installed.
- Repaired potholes in Old Town, Johnson Rd, Bell Farms, Abraham, Voelker.
- Water Cut road repair completed on LaGrange St. and E. Eggleston St.
- Repaired Dead End Barricades on Browning St.
- Completed street pavement repairs on Wheeler St. between N. Caldwell St. and N. Bastrop St.
- Installed new rumble strips on Lexington St. near golf cart crossing.
- Placed dirt against shoulder of new asphalt on Wheeler St between N. Caldwell St. & N. Bastrop St.
- Installed Stop bar @ Wheeler St and N Bastrop St.
- Granite trail maintenance at Bell Farms Park.
- Fertilized - City Hall, PD, Jennie Lane Park, Timmerman Park, Art Park, Bell Farms Park and Greenbury Park.
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds @ park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

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

Presidential Heights Phase 3&4 – homes are being built.

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs.

Presidential Heights Phase 5 – Homes are being built.

Presidential Heights Phase 5 –2-year walkthrough and punch list repairs completed.

Presidential Heights Phase 7 – 2-year walkthrough and punch list repairs completed

Stonewater North Phase 2- Homes are being built.

Stonewater North Phase 3- Homes are being built.

Stonewater North Phase 3-1-year Walkthrough has been done, contractor in process of repairs.

Lagos Phase 1- Homes are completed.

Manor Commons- phase 1- 1year walkthrough has been done, contractor in process of repairs.

Manor Commons – phase 1- homes are still being built.

Manor Commons Apartments – still in building process.

Ring Drive – 1year walkthrough has been done, contractor in process of repairs.

Manor Heights – Phase I Sec. 1&2 Contractor in development process.

Manor Heights – Phase II Sec. 1 Contractor in development process and building process.

Grass Dale Manor Apartment - is in development process and building process.

Manor Grand Apartments - is in development process.

Water Monthly Report October 2020

For the month of October, the Water Department had 25 service calls, 5 repair jobs, and 7 maintenance jobs, 100 Turn off's and 2 Inspections.

Service calls include: Low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, and connected water services.

Repairs

612 John Nagle - repaired a 1" service line break by CD,AM,AB 6-26-20.

207 West Brenham -installed a new 2" x 1" water tap set new meter and meter box -Meter ID - 10218074 Ecoder-1567385918 reading - 0000 by FZ,CD,AM 10-22-20.

301 East Wheeler - replaced a leaking 3/4-meter stem by FZ,CD,AM 10-29-20.

End of 300 West Wheeler - repaired operating nut on fire hydrant by FZ,CD 10-5-20.

106 West Parsons - repaired an 8" water main break cut out a 5 ft section pipe by FZ,CD,AM,DD 10-23-20.

Maintenance

Clearwell on Gilbert Ln - changed cl2 bottler # 1 out 150 lbs. CL2 gas cylinder by CD,AM 10-7-20.

Clearwell on Gilbert Ln - changed cl2 bottler # 2 out 150 lbs. CL2 gas cylinder by CD,AM 10-19-20.

John deer backhoe - cleaned and greased backhoe by AM 10-14-20.

City yard pump room -swept pump room by DD,AB 10-16-20.

Clearwell pump room on Gilbert ln -swept pump room by DD,AB 10-16-20.

City yard shop -changed oil out on unit 421 by AM 10-23-20.

Truck unit 417 - ordered an 8' Service/Valve Box Cleaner from USA Blue book by JT 10-27-20.

Inspections

Manor Grand Apartments on Genome Drive - discuss tie into existing water main with Phil from Tri State construction Tie will be within next couple of weeks by JT 10-16-20.

Greg ln across at Shadow Glen vault -Fluid meter inspected and tested back flow preventer it passed by JT 10-26-20.

Wastewater Monthly Report October 2020

For the month of October, the Wastewater Department had 9 service calls, 9 repair jobs, 11 maintenance jobs and 5 inspections.

Service Calls

18200 Gallant - sewer clog - clog was on customer side notified customer by RM 10-8-20.

900 N. Caldwell - sewer clog - clog was on customer side notified customer by FZ,AM 10-13-20.

12003 Bastrop - sewer clog – cleared clog and called locates to repair city side clean out by DD,AB 10-14-20.

16813 Trevin Cove - sewer clog - clog was on city side cleared service line and called locates to make repairs by DD,AB 10-14-20.

900 North Caldwell (Texas Traditional BBQ) - sewer clog - jetted main and cleared by FZ,CD,DD 10-21-20.

13508 Marie Ln - jetted and cleared city side service and called locates to make repairs where city side meets customer side left door tag to notify customer nobody home by CD,DD 10-25-20.

16221 Hamilton Point - jetted city side and cleared also called locates to make repairs where city side meets customer by FZ,CD,AM 10-26-20.

11402 Lapoynor - sewer clog - jetted city side and cleared also called locates so we can repair where city side meets customer side by CD,JT,DD 10-27-20.

Repairs

18121 Top Sail- repaired where city side meets customer side on wastewater service line and set new clean out cap and lid by CD,JT 10-15-20.

16813 Trevin Cove -sewer clog-excavated where city side meets the customer side service-city side was good- notified customer city side service had no breaks by FZ,CD,AM 10-19-20.

12003 South Bastrop -repaired where city side meets customer side on wastewater service line and set new clean out cap and lid by FZ,CD,JT,AM 10-20-20.

13508 Marie Ln -called locates to make repairs where the city side meets customer by FZ,CD,AM 10-26-20.

11402 Lapoynor - called locates so we can repair where city side meets customer side by CD,JT,DD 10-27-20.

13508 Marie Ln -excavated where city side meets customer side the break was on customer side notified customer 10-29-20 customer had plumber make repairs on 10-30-20 by FZ,CD,JT.

16221 Hamilton Point-jetted city side and cleared also called locates to make repairs where city side meets customer by FZ,CD,AM 10-29-20.

16221 Hamilton Point-made repairs where city side meets customer side and installed new cleanout cap and lid by FZ,CD,AM 10-30-20.

Maintenance

New Wilbarger treatment plant start up -lift station pumps started at 8:00am started filling up mixing chamber, aeration chamber, clarifier and set up 24 hr. sampling machine by JT,CD, 10-6-20.

Presidential Glen HWY 290 Lift station - Filled Generator fuel tank with diesel by DD,AB 10-14-20.
16813 Trevin Cove - called locates to make repairs where city side meets customer side service by DD,AB 10-15-20.

Presidential Glen HWY 290 - had grease and rags cleaned out of lift station by CD,AM 10-21-20.

Carriage Hills Lift station -had grease and rags cleaned out of lift station by CD,AM 10-21-20.

Stonewater Lift station -had grease and rags cleaned out of lift station by CD,AM 10-21-20.

207 West Brenham - made a new wastewater tap 8x6 tap and set new clean out on property line by FZ,CD,AB,10-26-20.

West Parsons manhole 2E (in front of Lions club) measured from the top of pipe coming into the manhole from the south to top of the manhole ring and lid it's 79.5 inches sent information to Jay Engineering by JT,CD 10-27-20.

Wilbarger Plant-ordered red phenol solution from Hach for PH testing at Wilbarger plant 10-27-20 by JT.

Wilbarger Plant - received truck load of alum 4500 gallons , Hydrogen bisulfite 4,500 gallons and sodium hypochlorite 2,500 gallons by RM 10-26-20 and 10-27-20.

Wilbarger Plant - started sending flow into track number 2 at 8am by RM,JR 10-28-20.

Inspections

Genome Dr. - Manor Grand Apartments - water main tie in by TRI State Construction by JT, 10-5-20.

Manor Grand Apartments - pressure test wastewater mains and vacuum test manholes all passed by JT 10-21-20.

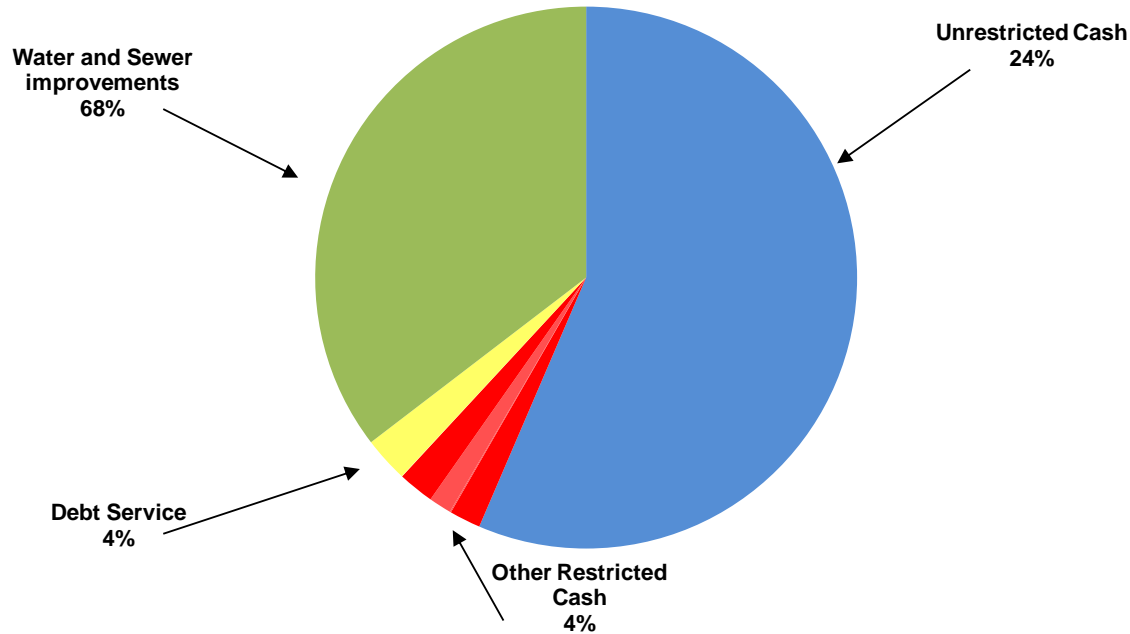
MAINOR HEIGHT PH2 SEC1 - JL Gray Construction began laying wastewater main by JT,DD 10-21-20.

MAINOR HEIGHT PH2 SEC1 - wastewater mains and manholes by JL Gray Construction by JT,DD 10-22-20 to 10-23-20.

MAINOR HEIGHT PH2 SEC1 - wastewater mains and manholes by JL Gray Construction by JT,DD 10-26-20 to 10-30-20.

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of October, 2020**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	\$ 9,848,152	\$ 8,431,654			\$ -	\$ 18,279,807
Restricted:						
Tourism				603,461		603,461
Court security and technology	21,025					21,025
Rose Hill PID				439,226		439,226
Customer Deposits		694,853				694,853
Park	8,931					8,931
Debt service			870,411			870,411
Capital Projects						
Water and sewer improvements		1,034,574		10,426,294		11,460,869
TOTAL CASH AND INVESTMENTS	\$ 9,878,108	\$10,161,082	\$ 870,411	\$ 11,468,982	\$ -	\$ 32,378,583



Overview of funds:
 \$125,287.67 sales tax collected
 GF is in a favorable status.
 UF is in a favorable status
 DSF is in a favorable status
 CIP Fund is in a favorable status

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: K&R Trading Inc.

Owner: K&R Trading Inc.

BACKGROUND/SUMMARY:

This property was annexed in 2017 and zoned Agricultural on an interim basis. The owner would like to locate a semi-permanent mobile food vendor (food truck) on their property but those permits can only be issued to commercially zoned properties. Additionally, the owner will be needing a sign permit and the allowable size is based on the zoning. This also would make the use of the property (gas station) conforming to its zoning district.

Planning and Zoning Commission Recommendation: 5-0 to approve

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Rezoning Map

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the first reading of an ordinance rezoning Lot 1, Block A, Cottonwood Estates and being 1.38 acres, more or less, and being located at 15501 US Hwy 290 E, Elgin, TX from Agricultural (A) to Medium Commercial (C-2).

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
X

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED FIRST READING on this the 18th day of November 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the __ day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 2

EXHIBIT "A"

Property Address:
15501 US Highway 290 East, Elgin, Texas 78621

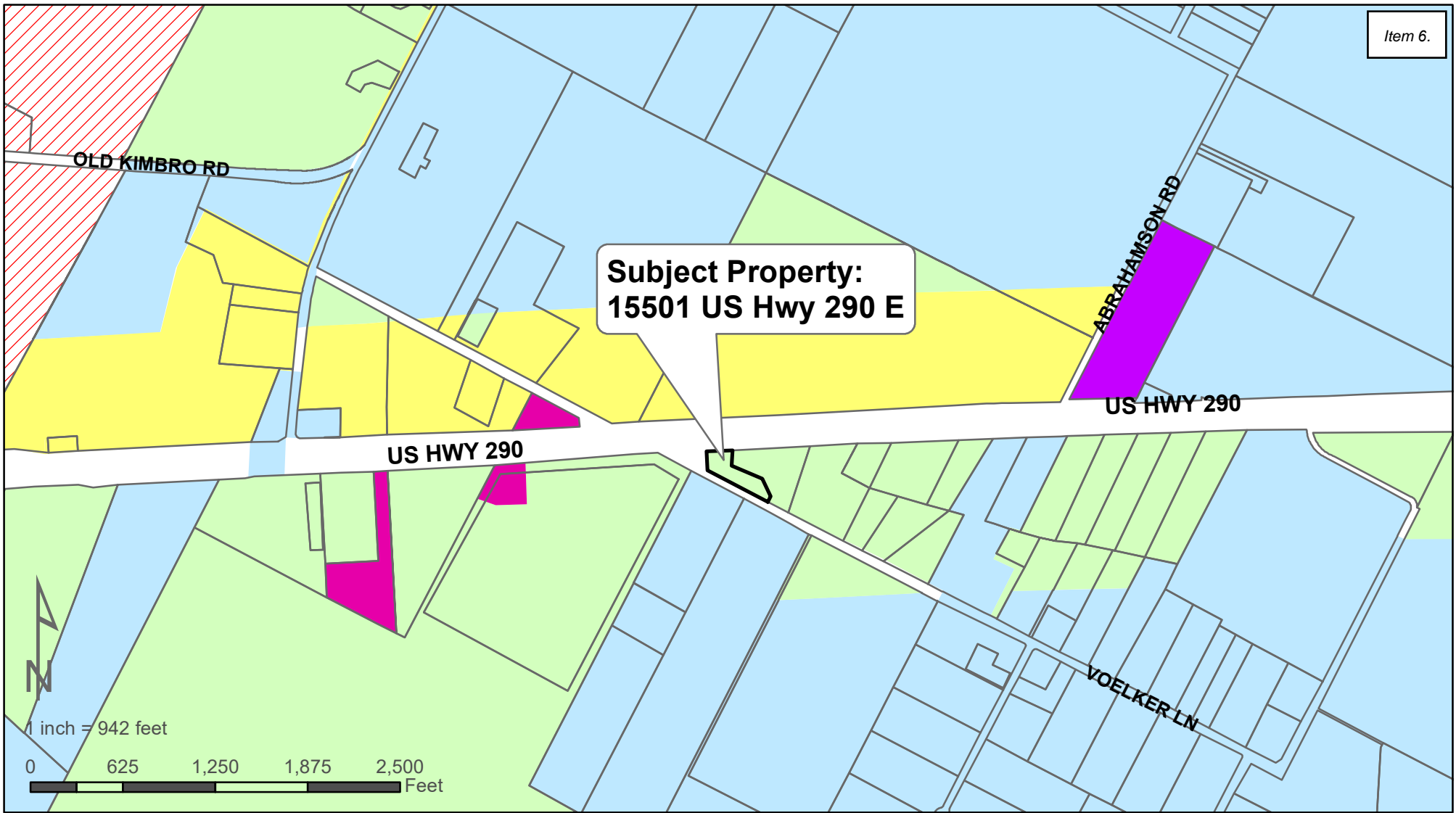
Property Legal Description:

Lot 1, Block A, Cottonwood Estates, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Document No. 200900016 in the Official Public Records of Travis County, Texas.

22nd September, 2020

I am Mr. Karim Momin owner of K&R Trading Inc, 15501 E hwy290, Manor, TX78621 Want to get permission from the city so I can Park a Mobile Taco Trailer within my said property. Thanks

Karim Momin



Proposed Zoning: Medium Commercial (C-2)

*Current Zoning:
Agricultural (A)*

Zone					
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	MF-2 - Multi-Family 25		C-1 - Light Commercial		IN-2 - Heavy Industrial
	MH-1 - Manufactured Home		C-2 - Medium Commercial		PUD - Planned Unit Development
					ETJ



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX from Single Family (SF-1) to Light Commercial (C-1).

Applicant: Kimley-Horn and Associates

Owner: West Elgin Development Corp.

BACKGROUND/SUMMARY:

This property is located within the Presidential Heights subdivision at intersection of Samuel Welch and George Mason. The Development Agreement has since 2007 contemplated this area being commercial (see backup Revised Concept Plan Zoning Map of the Property). The development agreement states the developer will make application for C-1 Light Commercial.

Staff recommends Neighborhood Business as that is the least intense commercial category and has design standards (lot coverage, setbacks, building heights, etc.) and allowable uses that are more compatible with being in or adjacent to single family residential. A list of uses allowed under Neighborhood Business and Light Commercial is in the backup with differences highlighted. Uses within Neighborhood Business are meant to be small scale and supportive of the adjacent community such as retail/food sales, professional/medical offices, personal services (barbershop/salon, instructional studios and classes), daycare, and financial services (bank). Gas stations, bars, event centers, and hotels are only allowed with an additional Specific Use Permit that goes through a public hearing process the same way a zoning request does.

Planning and Zoning Commission Recommendation: **4-1 to approve Neighborhood Business**

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Rezoning Map
- Area Image
- Development Agreement Exhibit E
- Non-residential Land Uses

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the first reading of an ordinance rezoning Lot 1, Block T, Presidential Heights Phase 4 and being 1.341 acres, more or less, and being located at the northeast corner of Samuel Welch Way and George Mason Avenue, Manor, TX **from Single Family (SF-1) to Neighborhood Business (NB).**

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**
X – as NB

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY (SF-1) TO LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family (SF-1) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

PASSED AND APPROVED FIRST READING on this the 18th day of November 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Address:

ORDINANCE NO.

1.341 acres at the intersection of Samuel Welch Way and George Mason Avenue, Manor, Texas
78653

Property Legal Description:

Lot 1, Block T, Phase 4 Presidential Heights Final Plat, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Document No. 201900044 in the Official Public Records of Travis County, Texas.

September 25, 2020

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

**Re: Presidential Heights Phase 4 - Lot 1 Block T
1.341-Acre Tract – Letter of Intent
Northeast corner of the Intersection of Samuel Welch Way and George Mason Avenue
Manor, Texas 78653**

Dear Staff:

Please accept this Summary Letter for the above referenced project. The proposed Presidential Heights Lot 1 Block T development is located along the northbound side of George Mason Avenue within the Presidential Heights Phase 4 Subdivision in Manor, Texas. The existing property consists of a 1.341-acre, undeveloped tract.

The Owner intends to submit an application to rezone this tract of land from SF-1 (Single-Family Suburban) to C-1 (Light Commercial) in conformance with the Approved Revised and Restated Development Agreement for the Presidential Heights Development.

If you have any questions or comments regarding this request, please contact me at 512-350-5703.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

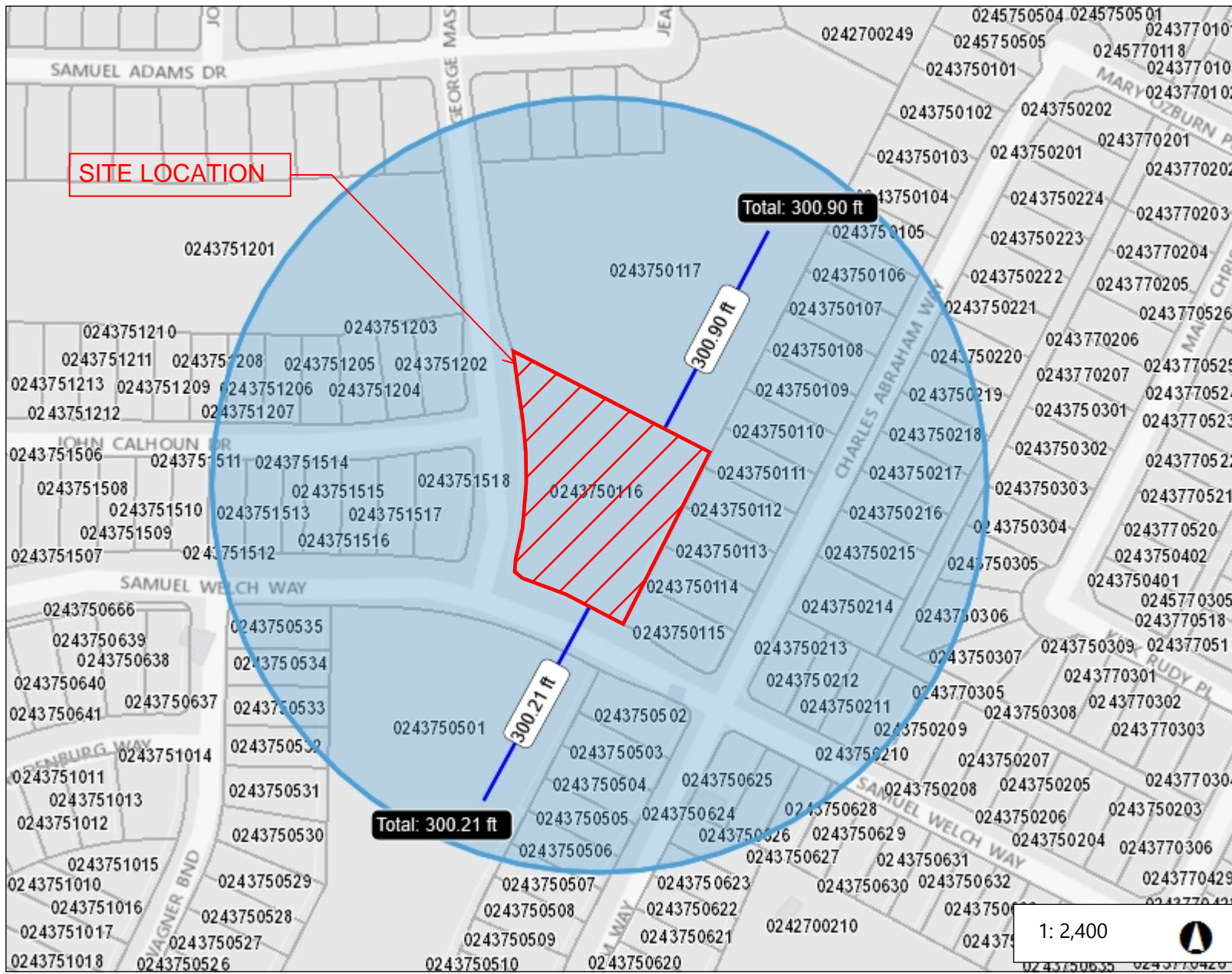


Robert J. Smith, P.E.
Project Manager



Property Profile

Item 7



Legend

- Jurisdiction**
- FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ
- TCAD Parcels**
- TCAD Parcel IDs**
- Jurisdiction**
- FULL PURPOSE
 - LIMITED PURPOSE
 - EXTRATERRITORIAL JURISDICTION
 - 2 MILE ETJ AGRICULTURAL AGR
 - OTHER CITY LIMITS
 - OTHER CITIES ETJ

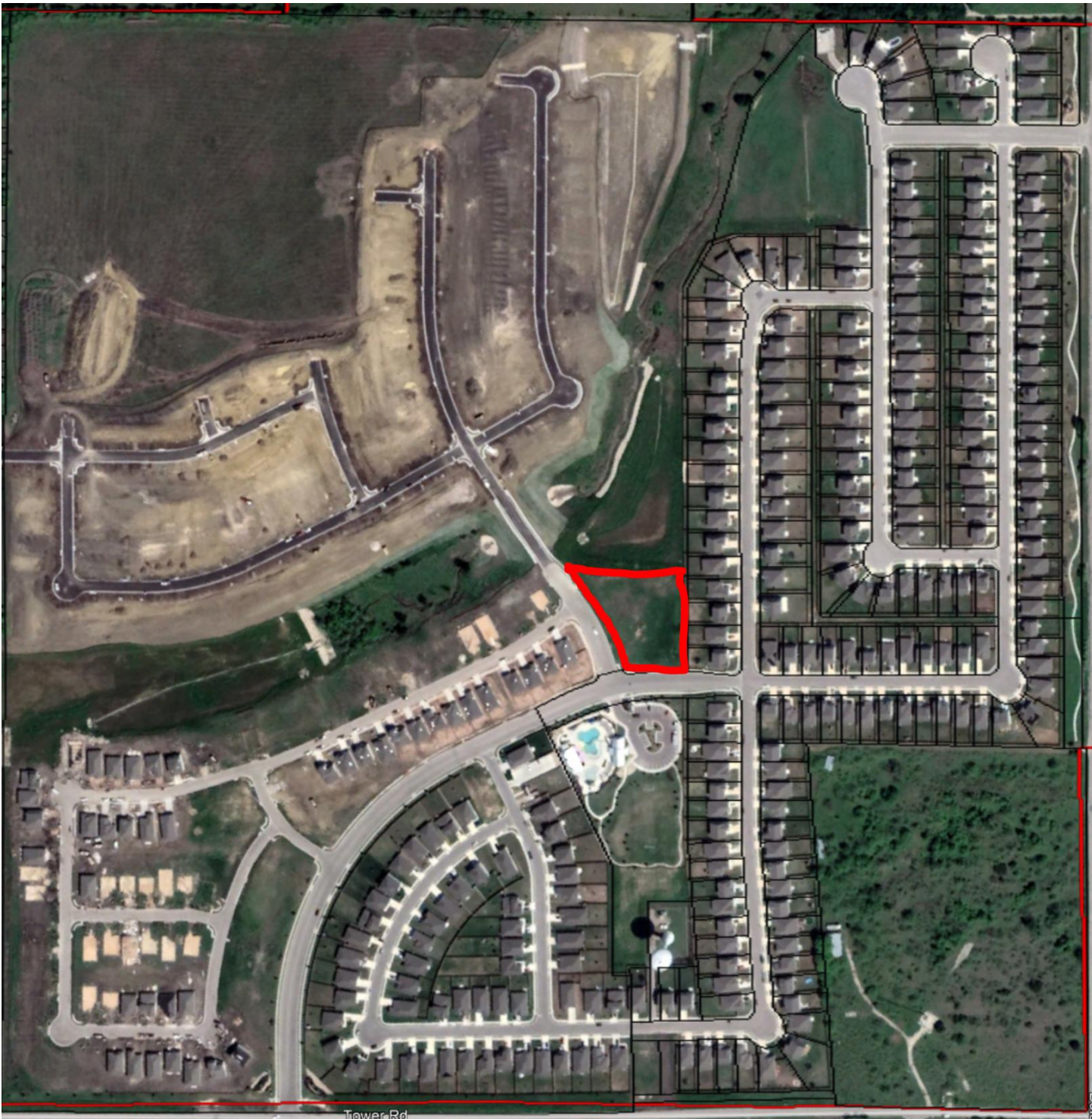
Notes

0.1 0 0.04 0.1 Miles

NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet

Date Printed:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey. This product has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



Non-Residential Uses	Zoning Districts										
	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Adult day care		P	P					P	P		
Adult-oriented businesses									C/S	C/S	
Alcoholic beverage establishment					S	P	P	P	P		
Amusement (indoor)							C	C	C		
Amusement (outdoor)								C	C		
Antique shop					P	P	P	P	P		
Art studio or gallery		P	P		P	P	P	P	P	P	
Automobile repair (major)								C	C	C	C
Automobile repair (minor)							C	C	C	C	
Automobile sales and rental								C	C		
Automobile washing								C	C		

Brewery, micro								P	P	P	Item 9.
Brewery, regional									P	P	P
Brewpub						P	P	P	P		
Business support services					P	P	P	P	P		
Campground	S	S	S								
Cemetery	S	P	P								
Child care center (intermediate)		P	P	P	P	P	P	P	P		
Child care center (large)		P	P	P	P	P	P	P	P		
Club or lodge		P	P	P	P	P	P	P	P		
Commercial off-street parking							C	C	C		
Communication services or facilities				P			P	P	P	P	
Construction and equipment sales (Major)									P	P	
Construction and equipment sales (Minor)								P	P	P	

Construction services								C	C	C	Item 9.
Consumer repair services					P	P	P	P	P		
Contractor's shop									C	C	C
Data center				P					P	P	
Day camp	S	P	P								
Distillery, micro								P	P	P	P
Distillery, regional									P	P	P
Event center		P	P		C/S	C/S	C/S	P	P		
Financial services				C	C	C	C	C	C		
Financial services, alternative								C	C		
Florist					C	C	C	C	C		
Food court establishment								C/S	C/S	C/S	
Food preparation						C	C	C	C	C	C
Food sales					C	C	C	C	C		
Funeral services		C	C		C	C	C	C	C	C	C
Game room								C/S	C/S	C/S	

Item 9.

Gasoline station (full-service)								C	C		
Gasoline station (limited)					C/S		C/S	C	C		
General retail sales (convenience)				P	P	P	P	P	P		
General retail sales (general)					P	P	P	P	P		
Golf course/country club	S										
Governmental facilities	P	P	P	P	P	P	P	P	P	P	P
Hospital services		P	P	P							
Hotel					C/S	C	C	C	C		
Industrial use, light									P	P	
Industrial use, heavy											P
Kennel								C	C	C	
Laundry services								P	P	P	P
Laundry services (self)					P	P	P	P	P		

Item 9.

Liquor sales					P	P	P	P	P		
Medical clinic		P	P	P	P	P					
Metal recycling entity											C
Mini-storage warehouse								C	C	C	
Offices, government	P	P	P	P	P	P	P	P	P	P	P
Offices, medical		P	P	P	P	P					
Offices, professional		P	P	P	P	P					
Offices, showroom									P	P	
Offices, warehouse									C	C	C
Off-site accessory parking		P	P	P		P	P	P	P	P	P
Pawnshop								C/S	C/S	C/S	
Personal improvement services					P	P	P	P	P		
Personal services					P	P	P	P	P		

Item 9.

Printing and publishing				C	C	C	C	C	C		
Product development services (general)				P					P	P	
Product development services (hazard)											P
Recreational vehicle park								C/S	C/S		
Recreational vehicle sales, service, and rental								C	C	C	
Recycling operation (indoor)										P	P
Recycling operation (outdoor)											C
Religious assembly	P	P	P	P	P	P	P	P	P	P	P
Research services (general)				P					P	P	
Research services (hazard)											P
Restaurant				P	P	P	P	P	P		

Item 9.

Restaurant— Drive-in or drive-through							C	C	C		
School, boarding		P	P				P	P	P		
School, business or trade		P	P				P	P	P		
School, college or university		P	P					P	P		
School, private or parochial		P	P				P	P	P		
School, public		P	P				P	P	P		
Shooting range, indoor									P	P	
Smoke shop or tobacco store								P	P		
Theater							P	P	P		
Transportation terminal								C	C	C	C
Truck and trailer sales and rental								C	C	C	
Truck stop									P	P	
Utility services, major			C							C	C

Utility services, minor	P	P	P	P	P	P	P	P	P	P	P	Item 9.
Vehicle storage facility									C	C		
Veterinary services, large								C	C			
Veterinary services, small					C	C	C	C	C			
Wireless transmission facilities (WTF), attached	C	C	C	C	C/S	C/S	C	C	C	C	C	C
Wireless transmission facilities (WTF) monopole	C/S	C/S	C/S	C/S			C/S	C/S	C/S	C/S	C/S	C/S
Wireless transmission facilities (WTF), stealth	C	C	C	C	C/S	C/S	C	C	C	C	C	C
Zoo, private								P	P			

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LIGHT COMMERCIAL (C-1) TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Light Commercial (C-1) to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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

PASSED AND APPROVED FIRST READING on this the 18th day of November 2020.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of December 2020.

THE CITY OF MANOR, TEXAS

Dr. Larry Wallace Jr.,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Address:

200 Block West Burton Street, Manor, Texas 78653

Property Legal Description:

Lots 11-20, Block 10, Town of Manor and a 20’ alley through Block 10 as described as a tract of land containing 0.1148 acre (5,000 square feet), more or less, being all of a 20’ alley crossing Block 10, Town of Manor recorded in volume V, Page 746 of the Deed Records of Travis County, Texas (D.R.T.C.T.), and being adjacent to the Lots 1-20, Block 10, of said Town of Manor, said Lots 1-20 conveyed to the Housing Authority of Travis County, Texas in Document Nos. 2002001062, 2003286679, & 2007187176, all of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.), said 0.1148 acre being more particularly described by metes and bounds as follows:

Metes and Bounds of 20’ alley

COMMENCING, at a 1/2-inch iron rod with illegible cap found at the intersection of the north right-of-way line of Burton Street (80’ Right-of-Way) with the east right-of-way line of Bastrop Street (80’ Right-of-Way), and being the southwest corner of Lot 20, Block 10 of said Town of Manor;

THENCE, with the east right-of-way line of said Bastrop Street and the west line of Lot 20, Block 10 of said Town of Manor, N10°10’33”E, a distance of 115.00 feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the southwest corner and POINT OF BEGINNING hereof, said point being at the intersection of the east right-of-way line of said Bastrop Street with the south right-of-way line of said 20’ alley (to be vacated), and being the northwest corner of Lot 20, Block 10 of said Town of Manor;

THENCE, continuing with the east right-of-way line of said Bastrop Street, N10°10’33”E, a distance of 20.00 feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northwest corner hereof, said point being at the intersection of the east right-of-way line of said Bastrop Street with the north right-of-way line of said 20’ alley (to be vacated), and being the southwest corner of Lot 1, Block 10 of said Town of Manor;

THENCE, leaving the east right-of-way line of said Bastrop Street, with the north right-of-way line of said 20’ alley (to be vacated), and with the south line of the north half of Block 10 of said Town of Manor, S79°49’27”E, a distance of 250.00 feet to a 1/2-inch iron rod with “4Ward-Boundary” cap set for the northeast corner hereof, said point being at the intersection of the west right-of-way line of Caldwell Street (80’ Right-of-Way) with the north right-of-way line of said 20’ alley (to be vacated), and being the southeast corner of Lot 10, Block 10 of said Town of Manor;

THENCE, with the west right-of-way line of said Caldwell Street, S10°10'33"W, a distance of 20.00 feet to a 1/2- inch iron rod with "4Ward-Boundary" cap set for the southeast corner hereof, said point being at the intersection of the west right-of-way line of said Caldwell Street with the south right-of-way line of said 20' alley (to be vacated), and being the northeast corner of Lot 11, Block 10 of said Town of Manor;

THENCE, leaving the west right-of-way line of said Caldwell Street, with the south right-of-way line of said 20' alley (to be vacated), and with the north line of the south half of Block 10 of said Town of Manor, N79°49'27"W, a distance of 250.00 feet to the POINT OF BEGINNING and containing 0.1148 Acre (5,000 Square Feet) of land, more or less.



CARNEY
ENGINEERING, PLLC

October 12, 2020

Mr. Scott Dunlop
105 E. Eggleston Street
Manor, Texas 78653

RE: LETTER OF INTENT
Rezoning Request
Manor Town Apartments
Lot 1, Block A Town of Manor Subdivision
Manor, Texas

Dear Scott

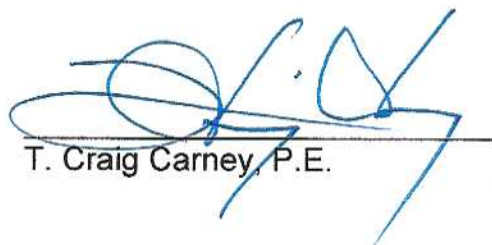
Please find submitted herewith our Letter of Intent for the rezoning of the referenced property. It is currently zoned C-1 (light commercial) and we want to rezone the property to MF-2 (multi-family).

The reason for the rezoning request is to allow a 20-unit multi-family project to be developed.. With the recent vacation of the alley the total acreage is 0.77. We understand the City is currently working with Cap Metro on a TOD plan for the future Green Line Station at the current park-and-ride facility. As part of that plan it would include future land uses that build density around the station area.

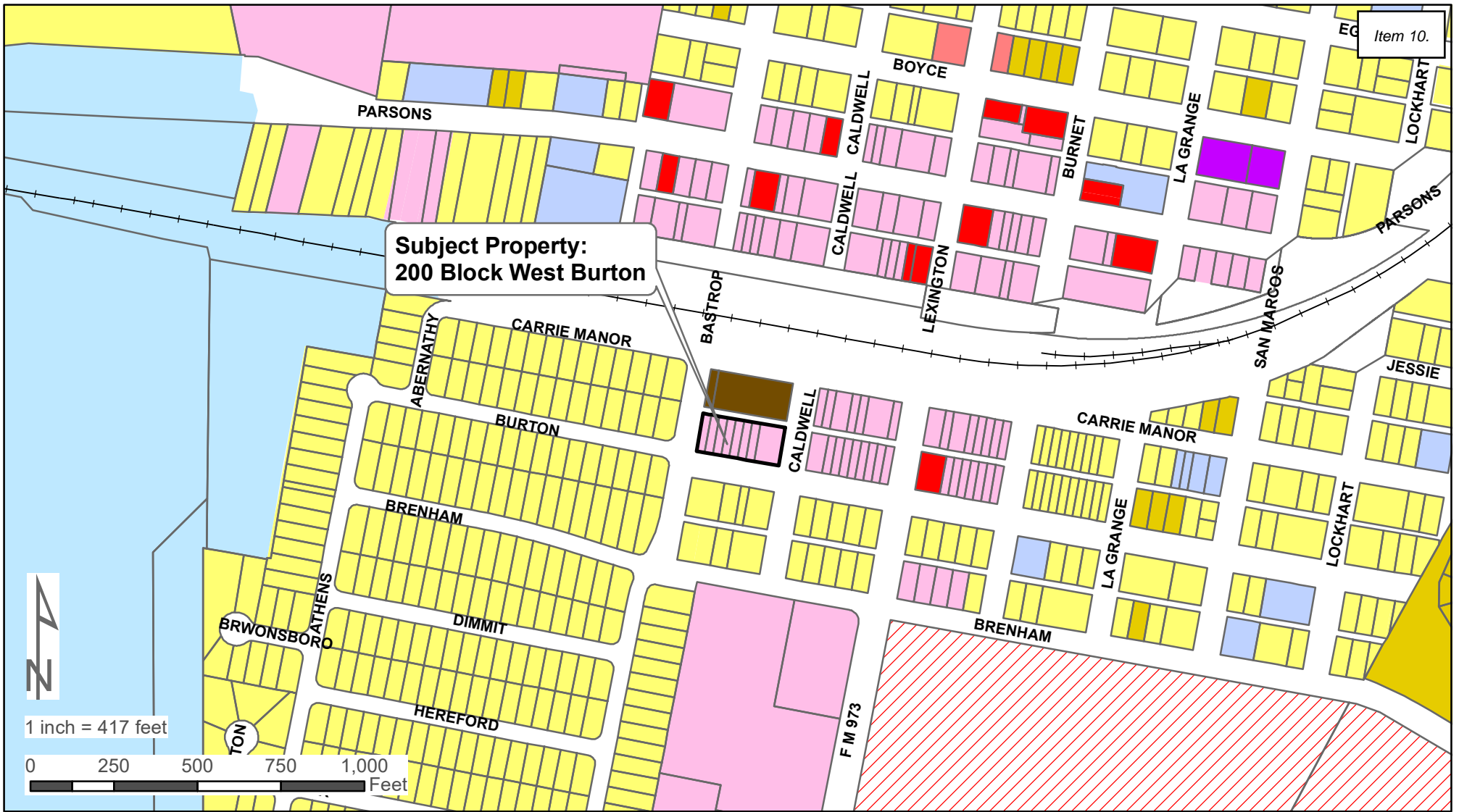
Please let us know if you need any further information for the rezoning effort.

Respectively submitted,

CARNEY ENGINEERING, PLLC
TBPE Firm No. F-5033



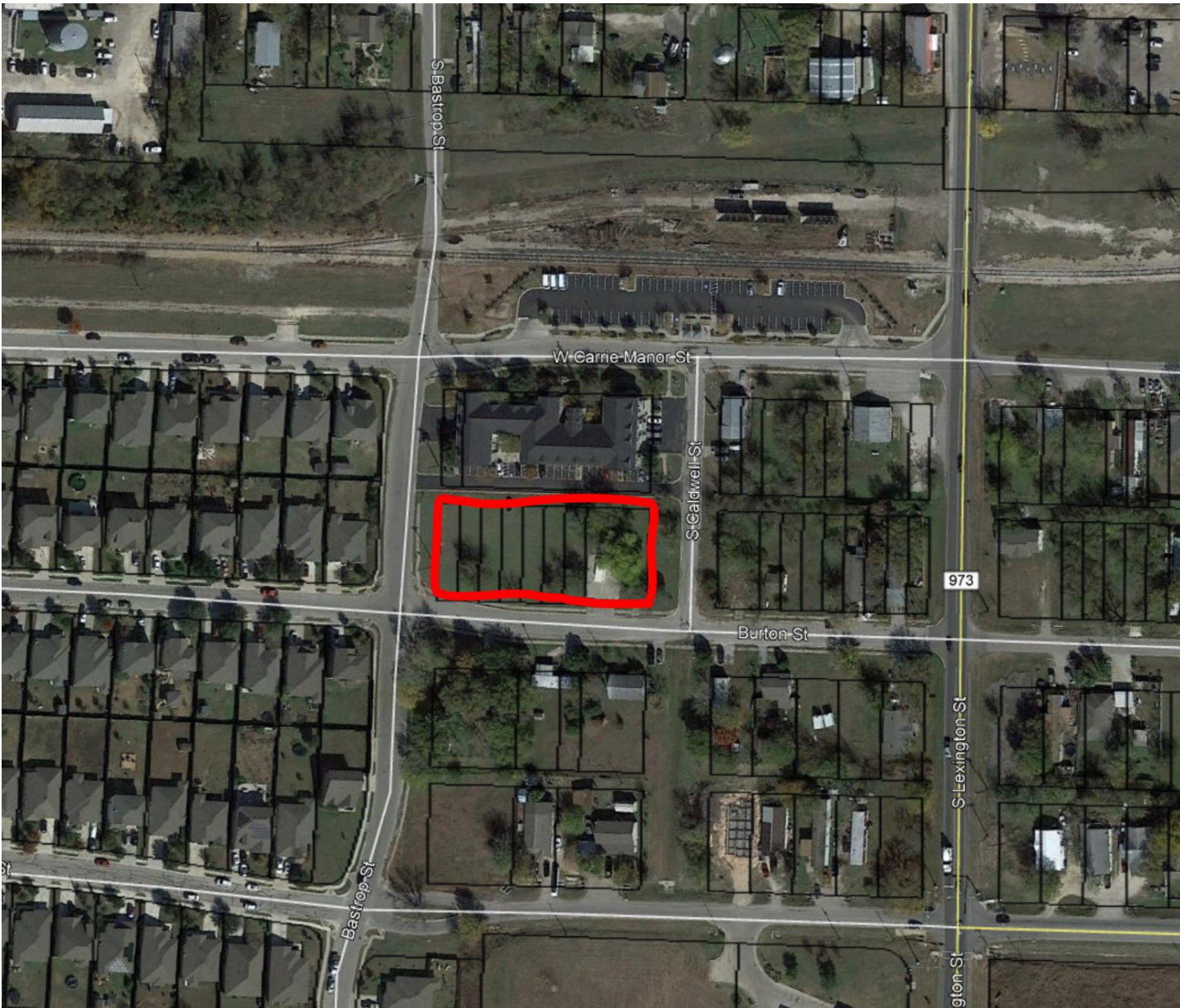
T. Craig Carney, P.E.



Proposed Zoning: Multi-Family 25 (MF-2)

*Current Zoning:
Light Commercial (C-1)*

Zone		Zone		Zone	
	A - Agricultural		I-1 - Institutional Small		NB - Neighborhood Business
	SF-1 - Single Family Suburban		I-2 - Institutional Large		DB - Downtown Business
	SF-2 - Single Family Standard		GO - General Office		IN-1 - Light Industrial
	MF-2 - Multi-Family 25		C-1 - Light Commercial		IN-2 - Heavy Industrial
	MH-1 - Manufactured Home		C-2 - Medium Commercial		PUD - Planned Unit Development
			ETJ		



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with RHOF, LLC for a special warranty deed, slope easement and temporary construction easement.

BACKGROUND/SUMMARY:

The property will be used as right-of-way needed for the widening of Old Kimbro Road. The City is agreeing to \$32,885 monetary compensation for the fee simple and easements.

The expenditure is based on an actual appraisal prepared for the City by a third party.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the purchase contract with RHOF, LLC for a special warranty deed, slope easement and temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed, Slope Easement and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple, permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A", "B" and "C"**, respectively, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$32,885.00 shall be paid by the City for the fee simple, permanent and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple, permanent and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed, Slope Easement and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "D", "E" and "F"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed, Slope Easement and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed, Slope Easement and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed, Slope Easement and Temporary Construction Easement instruments, the above-stated

amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said fee simple, permanent and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

SELLER:

**RHOF, LLC
a Texas limited liability company**

**By: Reman, LLC,
a New York limited liability company,
as Manager**

By:  _____
Gordon Reger, Manager

**Project Name: Old Kimbro Road
Parcel No.: 5
TCAD Tax ID: 236952**

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A", "B" and "C"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS 9th day of November, 2020.

Dennis Perrien
Print Leaseholder's Name

By: 
(Signature)

Print Name:
Dennis Perrien

Address:
16903 Manda Carlson Rd
Manor, TX 78653

Phone No.: (512) 422-2502

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date



EXHIBIT "A"

Page 1 of 2

28,486 SQUARE FEET
RIGHT-OF-WAY DEDICATION
RHOF, LLC

DESCRIPTION OF A 28,486 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 28,486 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Type 2 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the southeasterly line of Old Kimbro Road (R.O.W. varies), for the southwesterly corner of said 44.033 acre tract, from which a Type 1 TXDOT monument found at an angle point in the northerly line of said U.S. Highway 290, bears N85°58'28"E, a distance of 2454.76 feet;

THENCE N04°00'13"W, with the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract, a distance of 18.29 feet to a calculated point for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract, the following two (2) courses:

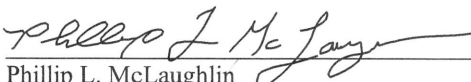
1. N04°00'13"W, a distance of 34.20 feet to a Type 2 TXDOT monument found;
2. N26°31'40"E, a distance of 1621.25 feet to a calculated point at the common westerly corner of a 90.089 acre tract described in a deed of record to RHOF, LLC in Document No. 2017194263, Official Public Records of Travis County, Texas and said 44.033 Acre Tract, for the most northerly corner of the herein described tract, from which an iron rod with "KHA" Cap found in the southeasterly line of said Old Kimbro Road and the northwesterly line of said 90.089 Acre Tract, at the point of curvature of a curve to the right, bears N26°31'40"E, a distance of 589.90 feet;

THENCE S63°36'50"E, with the common line of said 90.089 Acre Tract and said 44.033 Acre Tract, a distance of 17.45 feet to a calculated point for the most easterly corner of the herein described tract;

THENCE S26°31'49"W, over and across said 44.033 Acre Tract, a distance of 1650.75 feet to the **POINT OF BEGINNING**, containing an area of 28,486 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW5-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

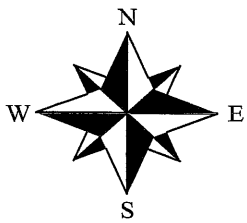

 Phillip L. McLaughlin 06-16-20
 Registered Professional Land Surveyor
 State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

LEGEND

- TYPE 1 TXDOT MONUMENT FOUND
- ⊙ TYPE 2 TXDOT MONUMENT FOUND
- IRON ROD WITH KHA CAP FOUND
- CALCULATED POINT

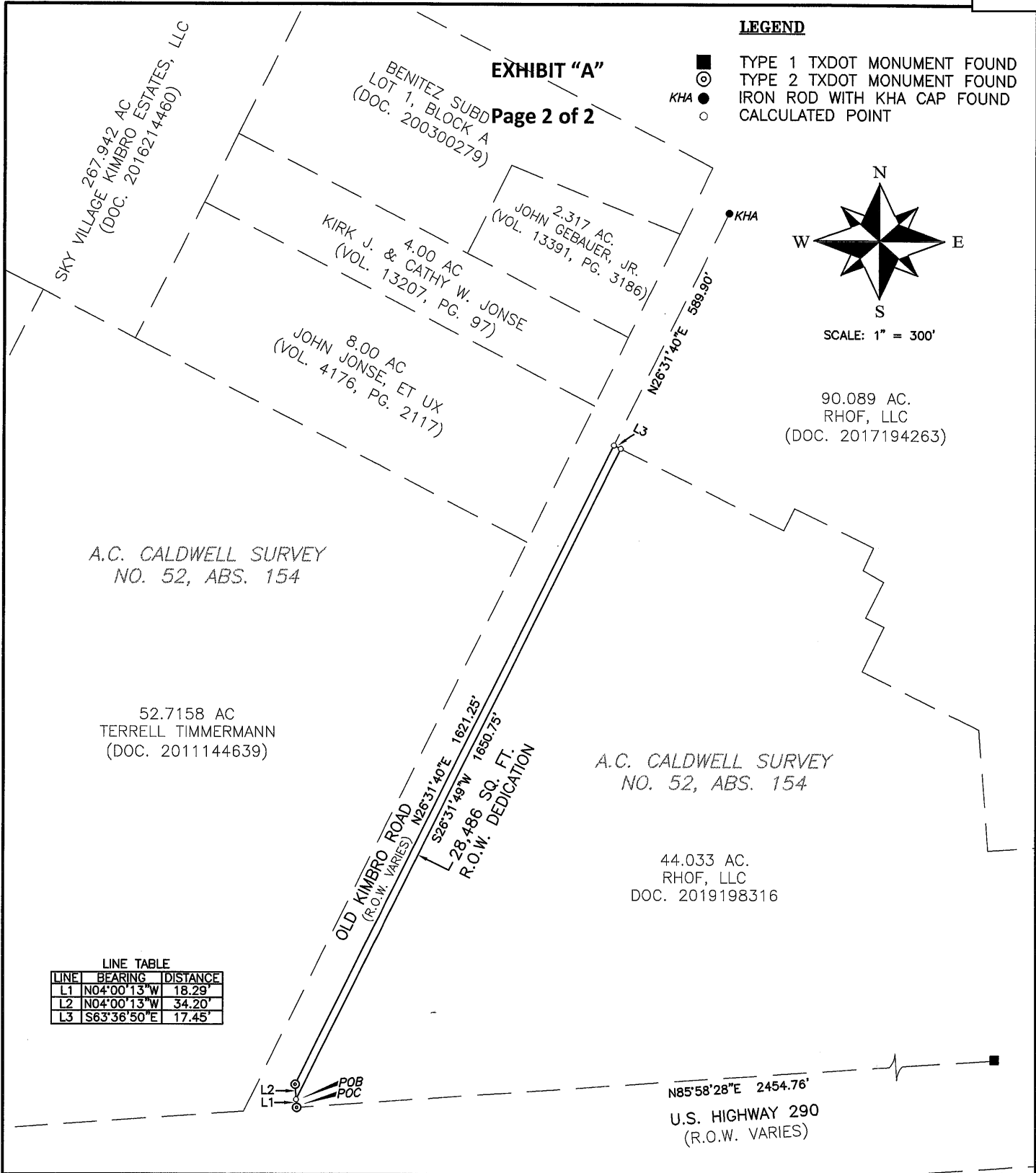


SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
(DOC. 2017194263)

44.033 AC.
RHOF, LLC
DOC. 2019198316

EXHIBIT "A"
Page 2 of 2



A.C. CALDWELL SURVEY
NO. 52, ABS. 154

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

LINE TABLE

LINE	BEARING	DISTANCE
L1	N04°00'13"W	18.29'
L2	N04°00'13"W	34.20'
L3	S63°36'50"E	17.45'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-ROW5-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET

1	1
---	---

EXHIBIT

PLOTTING SCALE: 1" = 300'

DRAWN BY: PMC

REVIEWED BY: DRS

PROJECT NO: 18280

FILE: L:\20230_GR-BASE

DATE: JUNE 16, 2020

28,486 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R SURVEYING, LLC
1805 QUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000



EXHIBIT "B"

Page 1 of 3

17,825 SQUARE FEET
SLOPE EASEMENT
RHOF, LLC

DESCRIPTION OF A 17,825 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 17,825 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the southeasterly line of Old Kimbro Road (R.O.W. varies), same being the northwesterly line of said 44.033 Acre Tract, from which a Type 2 TXDOT monument found in the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract bears S26°31'40"W, a distance of 1480.41 feet, and also from which an iron rod with "KHA" Cap found in the southeasterly line of said Old Kimbro Road, same being the northwesterly line of 90.089 acre tract described in a deed of record to RHOF, LLC in Document No. 2017194263, Official Public Records of Travis County, Texas, at the point of curvature of a curve to the right, bears N26°31'40"E, a distance of 730.74 feet;

THENCE S63°28'20"E, over and across said 44.033 Acre Tract, a distance of 17.44 feet to a calculated point for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 44.033 Acre Tract the following courses twenty-six (26):

1. S20°24'18"W, a distance of 55.21 feet to a calculated point;
2. S27°43'48"W, a distance of 42.56 feet to a calculated point;
3. S26°31'49"W, a distance of 163.79 feet to a calculated point;
4. S03°39'28"E, a distance of 18.94 feet to a calculated point;
5. S29°52'39"W, a distance of 56.45 feet to a calculated point;
6. S17°07'54"E, a distance of 21.94 feet to a calculated point;
7. S27°29'17"W, a distance of 23.04 feet to a calculated point;
8. S52°25'21"W, a distance of 24.05 feet to a calculated point;
9. S16°18'06"W, a distance of 70.18 feet to a calculated point;
10. S54°25'03"W, a distance of 20.12 feet to a calculated point;
11. S25°30'00"E, a distance of 43.47 feet to a calculated point;
12. S09°29'00"E, a distance of 26.49 feet to a calculated point;
13. S32°26'53"W, a distance of 30.03 feet to a calculated point;
14. S78°40'12"W, a distance of 53.99 feet to a calculated point;

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

Page 1 of 2



- 15. S31°58'22"W, a distance of 33.15 feet to a calculated point;
- 16. S58°13'19"W, a distance of 12.66 feet to a calculated point;
- 17. S27°14'28"W, a distance of 66.04 feet to a calculated point;
- 18. S46°29'16"W, a distance of 18.70 feet to a calculated point;
- 19. S29°14'53"W, a distance of 63.73 feet to a calculated point;
- 20. S03°07'05"W, a distance of 16.37 feet to a calculated point;
- 21. S31°04'21"W, a distance of 52.38 feet to a calculated point;
- 22. S26°31'49"W, a distance of 210.06 feet to a calculated point;
- 23. S21°27'14"W, a distance of 46.39 feet to a calculated point;
- 24. S30°08'37"W, a distance of 99.17 feet to a calculated point;
- 25. S26°33'56"W, a distance of 129.87 feet to a calculated point;
- 26. S22°01'39"W, a distance of 185.53 feet to a calculated point in northerly line of U.S. Highway 290 (R.O.W. varies), same being the southerly line of said 44.033 Acre Tract, for the southeasterly corner of the herein described tract;

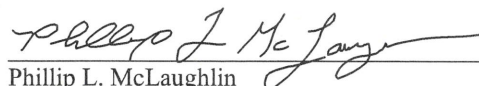
THENCE S85°58'28"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 44.033 Acre Tract, a distance of 9.35 feet to a Type 2 TXDOT monument found at the intersection of the northerly line of said U.S. Highway 290 and the southeasterly line of said Old Kimbro Road, for the southwesterly corner of said 44.033 acre tract and the herein described tract;

THENCE N04°00'13"W, with the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract, a distance of 18.29 feet to a calculated point, from which said Type 2 TXDOT monument found in the southeasterly line of said Old Kimbro Road and the northwesterly line of said 44.033 Acre Tract bears N04°00'13"W, a distance of 34.20 feet;

THENCE N26°31'49"E, over and across said 44,033 Acre Tract, a distance of 1509.87 feet to the **POINT OF BEGINNING**, containing an area of 17,825 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-SE3-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


 Phillip L. McLaughlin 06-17-20
 Registered Professional Land Surveyor
 State of Texas No. 5300

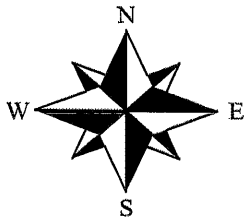


1805 Ouida Drive, Austin, TX 78728
 Phone (512)267-7430 • Fax (512)836-8385

LEGEND

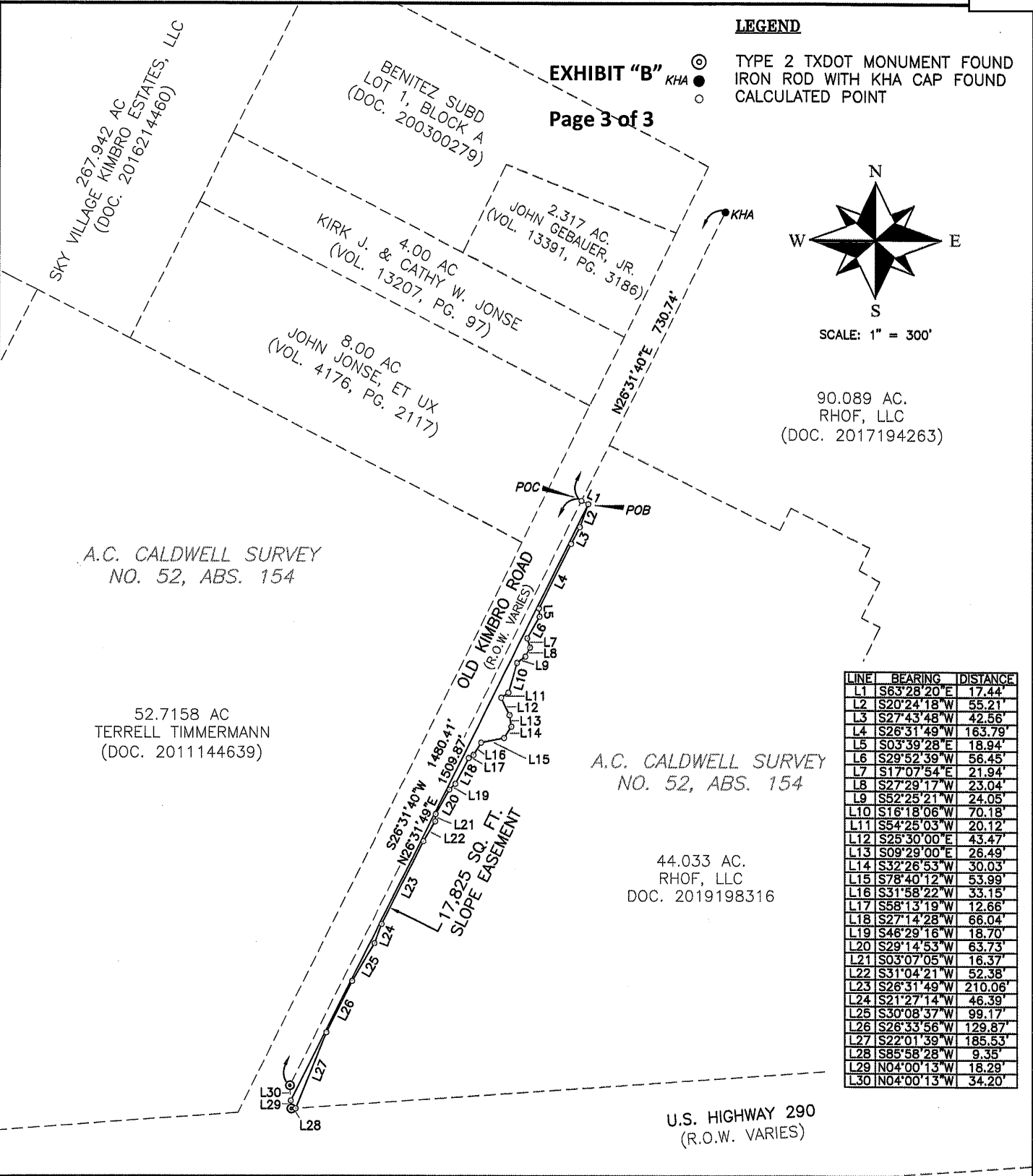
- ⊙ TYPE 2 TXDOT MONUMENT FOUND
- IRON ROD WITH KHA CAP FOUND
- CALCULATED POINT

EXHIBIT "B"
Page 3 of 3



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
(DOC. 2017194263)



LINE	BEARING	DISTANCE
L1	S63°28'20"E	17.44'
L2	S20°24'18"W	55.21'
L3	S27°43'48"W	42.56'
L4	S26°31'49"W	163.79'
L5	S03°39'28"E	18.94'
L6	S29°52'39"W	56.45'
L7	S17°07'54"E	21.94'
L8	S27°29'17"W	23.04'
L9	S52°25'21"W	24.05'
L10	S16°18'06"W	70.18'
L11	S54°25'03"W	20.12'
L12	S25°30'00"E	43.47'
L13	S09°29'00"E	26.49'
L14	S32°26'53"W	30.03'
L15	S78°40'12"W	53.99'
L16	S31°58'22"W	33.15'
L17	S58°13'19"W	12.66'
L18	S27°14'28"W	66.04'
L19	S46°29'16"W	18.70'
L20	S29°14'53"W	63.73'
L21	S03°07'05"W	16.37'
L22	S31°04'21"W	52.38'
L23	S26°31'49"W	210.06'
L24	S21°27'14"W	46.39'
L25	S30°08'37"W	99.17'
L26	S26°33'56"W	129.87'
L27	S22°01'39"W	185.53'
L28	S85°58'28"W	9.35'
L29	N04°00'13"W	18.29'
L30	N04°00'13"W	34.20'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-SE3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
1 / 1

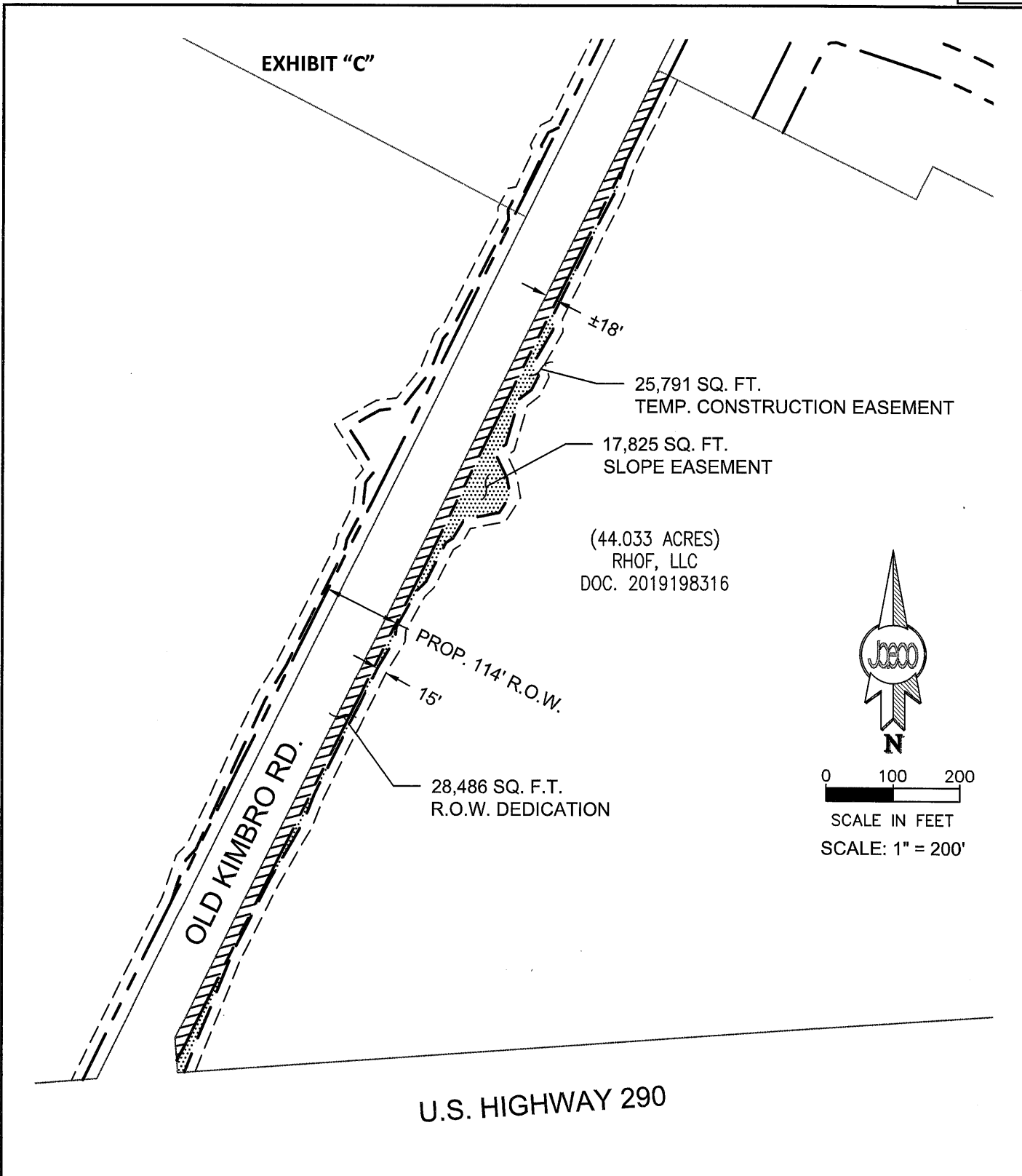
EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L\20230_GR-BASE
DATE: JUNE 17, 2020

17,825 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 44.033 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RHOF, LLC IN DOCUMENT NO. 2019198316, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

USER: Vbarr
 PLOT DATE: 6/19/2020 9:13 AM
 FILE: D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\J-100-070-20_ROW-ACQUISITION-EXH_06-19-20.dwg



JAY ENGINEERING COMPANY, INC. P.O. Box 1220 Leander, TX 78646 Tel. (512) 259-3882 Fax (512) 259-8016 Texas Registered Engineering Firm F-4780		CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION RIGHT-OF-WAY TRACT NO. 5 EXHIBIT		
ENGINEER SAMUEL D. KIGER, P.E.	DRAWN BY VDI	DATE 06/19/20	PROJECT NO. 100-070-29	SHEET NO. 6 OF 6

**SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY**

EXHIBIT "D"

Page 1 of 3

THE STATE OF TEXAS §

COUNTY OF TRAVIS § KNOW ALL PERSONS BY THESE PRESENTS:

That RHOF, LLC, a Texas limited liability company, with an address of 2730 Transit Road, West Seneca, Erie County, New York 14224-2523, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 28,486 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Manor, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the ____ day of _____ 2020.

GRANTOR:
RHOF, LLC
a Texas limited liability company

EXHIBIT "D"
Page 2 of 3

By: Reman, LLC,
a New York limited liability company,
as Manager

By: _____
Gordon Reger, Manager

STATE OF NEW YORK §

COUNTY OF ERIE §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Gordon Reger, Manager of Reman, LLC, a New York limited liability company, Manager of RHOF, LLC, a Texas limited liability company, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

Notary Public, State of New York
My commission expires: _____

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 5
TCAD Parcel No.: 236952

AFTER RECORDING PLEASE RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SLOPE EASEMENT

DATE: _____, 2020

GRANTOR: RHOF, LLC, a Texas limited liability company

GRANTOR'S MAILING ADDRESS (including County):

2730 Transit Road, West Seneca, Erie County, New York 14224-2523

GRANTEE: City of Manor, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS (including County):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: Clark Meier, pursuant to Performance Deed of Trust and Security Agreement recorded as Document No. 2019198317 of the Official Public Records of Travis County, Texas.

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 17,825 square feet tract of land, being a portion of that certain 44.033 acre tract more or less, out of the A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas; same being described in a deed to RHOF, LLC, of record in Document No. 2019198316 of the deed records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of designing, placing, constructing, replacing, modifying, or maintaining and causing to be designed, placed, constructed,

replaced, modified or maintained a slope to accommodate roadway grading in lieu of retaining walls (the "Slope Improvements").

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee's successors and assigns an exclusive, perpetual slope easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways, sidewalks, signs, lighting, landscaping and other improvements other than occupied structures ("authorized improvements") on, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining authorized improvements. But, Grantor may not construct any buildings or similar improvements on the Easement Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.

2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

RHOF, LLC
a Texas limited liability company

By: Reman, LLC,
a New York limited liability company,
as Manager

By: _____
Gordon Reger, Manager

THE STATE OF NEW YORK §
§
COUNTY OF ERIE §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Gordon Reger, Manager of Reman, LLC, a New York limited liability company, Manager of RHOF, LLC, a Texas limited liability company, Grantor herein, in the capacity and on behalf of said company, for the purposes and consideration recited herein..

Notary Public - State of New York

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

Project Name: Old Kimbro Road
Parcel No.: 5
TCAD Tax ID No.: 236952

AFTER RECORDING RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "F"

STATE OF TEXAS §
COUNTY OF TRAVIS §

RHOF, LLC, a Texas limited liability company, with an address of 2730 Transit Road, West Seneca, Erie County, New York 14224-2523 (called "Grantors" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "Grantee"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "Project") in, upon, and across the following described land:

All that parcel of land, containing 25,791 square feet, more or less, situated in Travis County, Texas depicted in Exhibit "A" attached and incorporated for all purposes, (called "Temporary Construction Easement").

TO HAVE AND TO HOLD the same during the Project construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the Project construction period to enter all or part of the Temporary Construction Easement, which will provide working space to construct the Project. Provided, however, that the City of Manor, after completing and accepting the Project, must restore the surface of the Temporary Construction Easement to a similar or better condition than existed before the Project was undertaken.

This Temporary Construction Easement becomes effective on the start of construction of Project on Grantor's land and expires upon completion of the installation of the Project, but in no event later than six (6) months from the start of construction on Grantor's land. This Temporary Construction Easement automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Executed on _____, 2020.

EXHIBIT "F"

Page 2 of 3

GRANTOR:

RHOF, LLC
a Texas limited liability company

By: Reman, LLC
a New York limited liability company
as Manager

By: _____
Gordon Reger, Manager

THE STATE OF NEW YORK §

COUNTY OF ERIE §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Gordon Reger, Manager of Reman, LLC, a New York limited liability company, Manager of RHOF, LLC, a Texas limited liability company, Grantor herein, in the capacity and on behalf of said company, for the purposes and consideration recited herein..

Notary Public - State of New York

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS

§
§
§

EXHIBIT "F"

Page 3 of 3

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

Project: Old Kimbro Road Project
Parcel No.: 5TCE
TCAD Tax ID No.: 236952

After recording, please return to:

City of Manor
105 E. Eggleston
Manor, Texas 78653

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Geraldine Timmermann for a special warranty deed, slope easement and temporary construction easement.

BACKGROUND/SUMMARY:

The property will be used as right-of-way needed for the widening of Old Kimbro Road. The City is agreeing to \$33,607.00 monetary compensation for the fee simple and easements.

The expenditure is based on an actual appraisal prepared for the City by a third party.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the purchase contract with Geraldine Timmermann for a special warranty deed, slope easement and temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed, Slope Easement and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple, permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A", "B" and "C"**, respectively, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$33,607.00 shall be paid by the City for the fee simple, permanent and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple, permanent and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed, Slope Easement and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "D", "E" and "F"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed, Slope Easement and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed, Slope Easement and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed, Slope Easement and Temporary Construction Easement instruments, the above-stated

amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price shall be the fair market value of the property at the time the public use was canceled.

Owner and the City agree that said fee simple, permanent and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

SELLER:

By: *Geraldine Timmermann*
Geraldine Timmermann

Project Name: Old Kimbro Road
Parcel No.: 1
TCAD Tax ID: 236951

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A", "B" and "C"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date

EXHIBIT "A"



25,921 SQUARE FEET
RIGHT-OF-WAY DEDICATION
TERRELL TIMMERMANN

DESCRIPTION OF A 25,921 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 25,921 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of Old Kimbro Road (R.O.W. varies), for the most southerly or southeast corner of said 52.7158 Acre Tract and the herein described tract

THENCE S85°56'57"W, with the northerly line of said U.S. Highway 290 and the southerly line of said 52.7158 Acre Tract, a distance of 21.78 feet to a calculated point, for the southwesterly corner of the herein described tract;

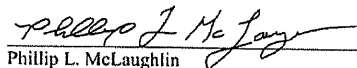
THENCE N26°31'49"E, over and across said 52.7158 Acre Tract, a distance of 1453.57 feet to a calculated point in the southerly or southwest line of a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas, for the most northerly or northwest corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 986.93 feet;

THENCE S62°39'26"E, with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 17.05 feet to an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 52.7158 Acre Tract and said 8.00 Acre Tract, for the most easterly or northeast corner of the herein described tract;

THENCE S26°27'45"W, with the northwesterly line of said Kimbro Road and the southeasterly line of said 52.7158 Acre Tract, a distance of 1442.25 feet to the **POINT OF BEGINNING**, containing an area of 25,921 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW1-EX

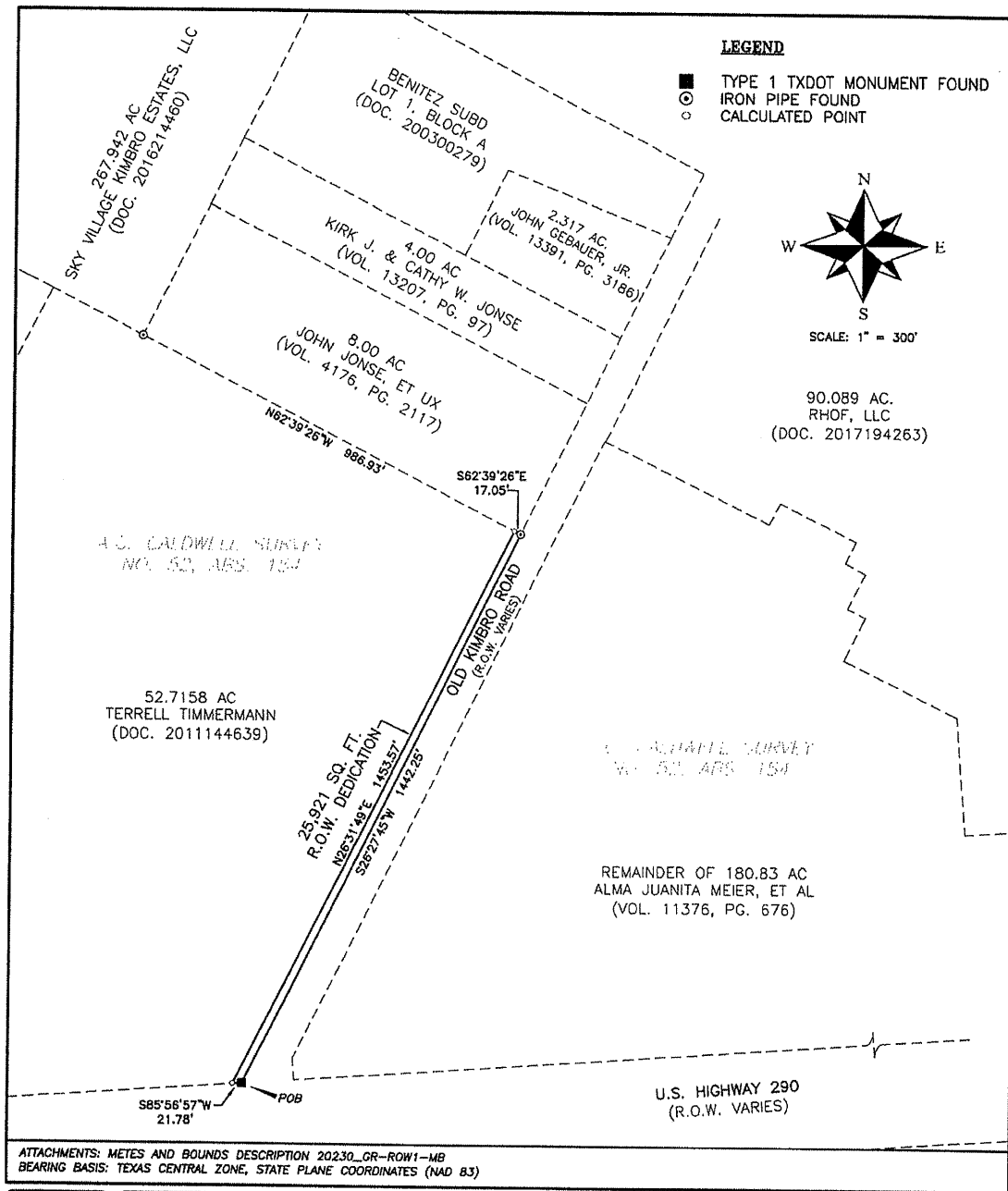
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 06-16-20
Registered Professional Land Surveyor
State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT "A"



SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE I: 20230_GR-BASE
DATE: JUNE 16, 2020

25.921 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
SURVEYING, LLC
1805 OLIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

EXHIBIT "B"

Page 1 of 3



13,752 SQUARE FEET
SLOPE EASEMENT
TERRELL TIMMERMANN

DESCRIPTION OF A 13,752 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 13,752 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the northwesterly line of Old Kimbro Road (R.O.W. varies), same being the southeasterly line of said 52.718 Acre Tract, from which a Type 1 TXDOT monument found at the intersection of the northerly line of U.S. Highway 290 (R.O.W. varies) and the northwesterly line of said Old Kimbro Road, for the southeasterly corner of said 52.7158 Acre Tract, bears S26°27'45"W, a distance of 285.57 feet, and also from which an iron pipe found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of a 8.00 acre tract described in a deed of record to John Jonsc, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas and said 52.7158 Acre Tract bears N26°27'45"E, a distance of 1156.68 feet;

THENCE N63°32'15"W, over and across said 52.7158 Acre Tract, a distance of 18.41 feet to a calculated point, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 52.7158 Acre Tract the following eighteen (18) courses:

1. N18°48'29"E, a distance of 66.20 feet to a calculated point to a calculated point;
2. N43°31'47"E, a distance of 22.19 feet to a calculated point;
3. N24°45'54"E, a distance of 246.50 feet to a calculated point;
4. N31°17'10"E, a distance of 60.31 feet to a calculated point;
5. N26°31'49"E, a distance of 197.96 feet to a calculated point;
6. N08°50'47"E, a distance of 11.17 feet to a calculated point;
7. N26°49'14"E, a distance of 54.03 feet to a calculated point;
8. N05°49'38"E, a distance of 38.76 feet to a calculated point;
9. N38°51'24"E, a distance of 23.63 feet to a calculated point;
10. N32°28'56"W, a distance of 75.64 feet to a calculated point;
11. N60°13'00"E, a distance of 53.02 feet to a calculated point;
12. N82°51'43"E, a distance of 34.61 feet to a calculated point;
13. N38°42'35"E, a distance of 65.40 feet to a calculated point;
14. N21°57'41"E, a distance of 56.32 feet to a calculated point;

1805 Quida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

Page 1 of 2

EXHIBIT "B"



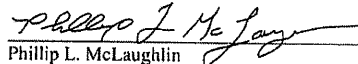
- 15. N43°27'02"E, a distance of 20.29 feet to a calculated point;
- 16. N27°36'22"E, a distance of 183.71 feet to a calculated point;
- 17. N02°42'56"W, a distance of 15.64 feet to a calculated point;
- 18. N27°31'33"E, a distance of 2.79 feet to a calculated point in the common line of said 8.00 Acre Tract and said 52.7158 Acre Tract, for the most northerly corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract, at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 974.59 feet;

THENCE S62°39'26"E with the common line of said 8.00 Acre Tract and said 52.7158 Acre Tract, a distance of 12.33 feet to a calculated point, for the most easterly corner of the herein described tract, from which said iron pipe found at the common easterly corner of the 8.00 Acre Tract and the 52.7158 Acre Tract bears S62°39'26"E, a distance of 17.05 feet;

THENCE S26°31'49"W, over and across said 52.7158 Acre Tract, a distance of 1156.94 feet to the **POINT OF BEGINNING**, containing an area of 13,752 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-SE1-EX

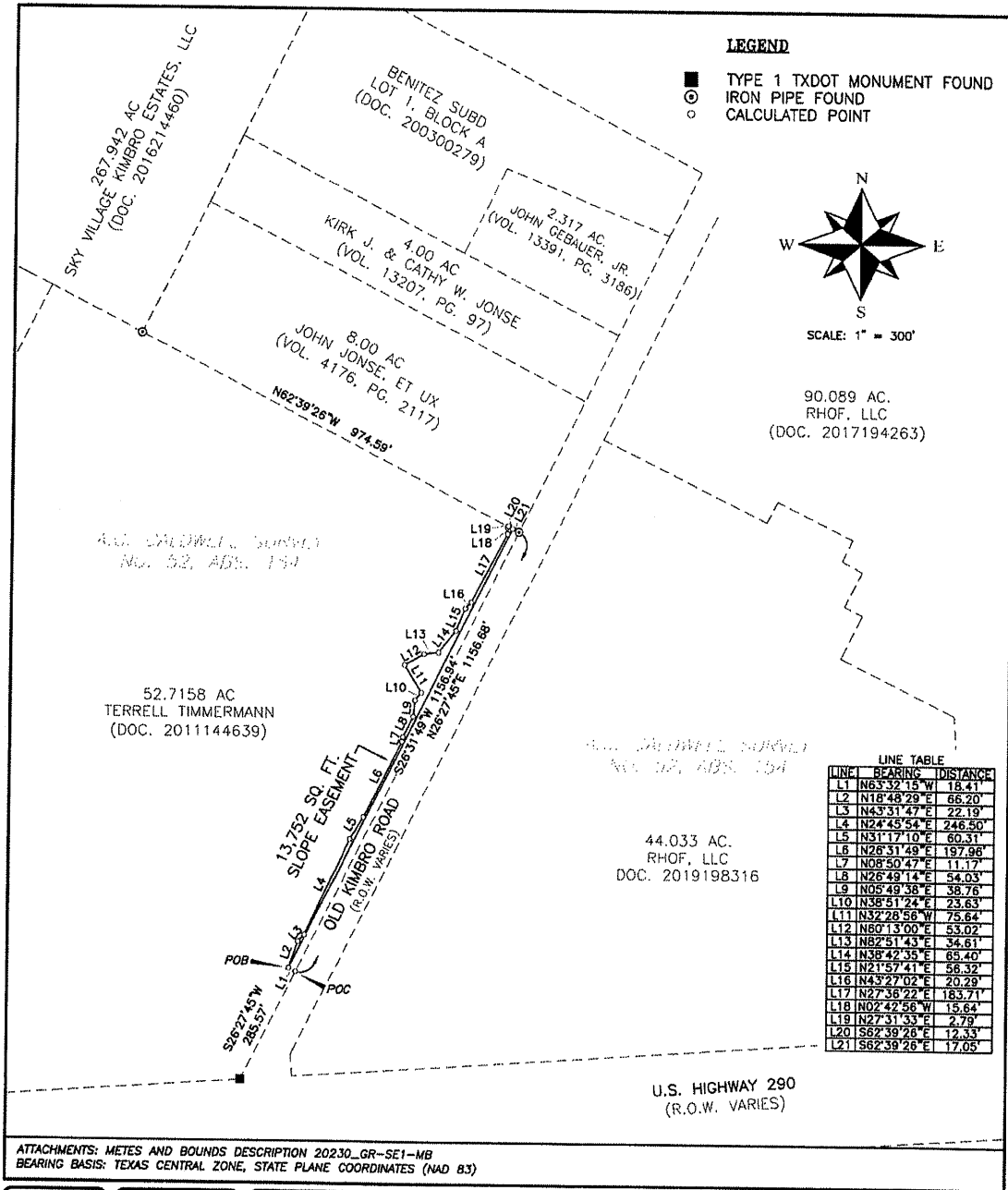
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


 Phillip L. McLaughlin 06-17-20
 Registered Professional Land Surveyor
 State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
 Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT "B"



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-SE1-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
 1 / 1

EXHIBIT

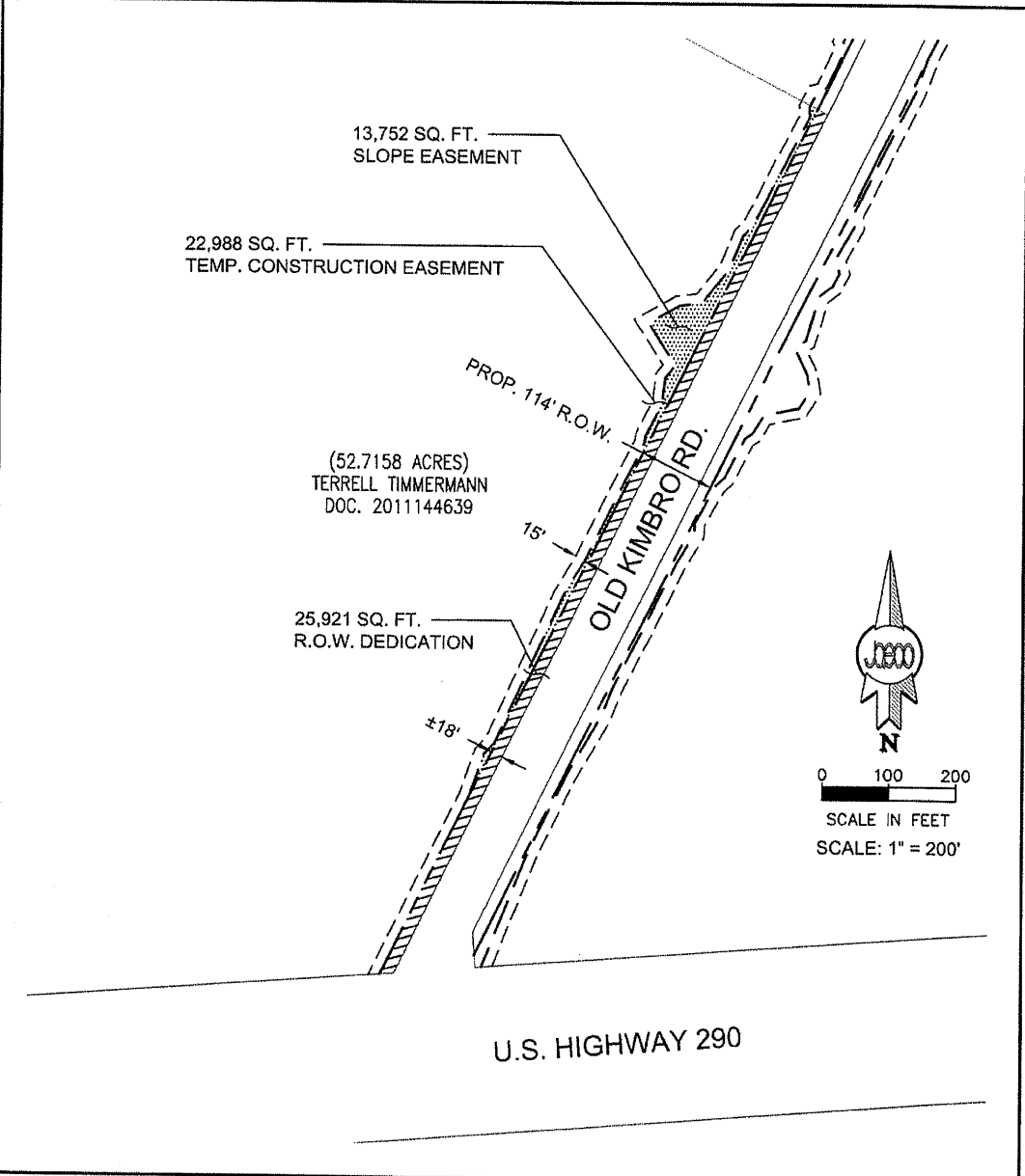
PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE: L\20230_GR-BASE
 DATE: JUNE 17, 2020

13,752 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 52.7158 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO TERRELL TIMMERMANN IN DOCUMENT NO. 2011144639, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 287-7430
 FAX: (512) 838-8385
 FIRM NO. 10032000

EXHIBIT "C"

PLOT DATE: 6/19/2020 9:13 AM
 FILE: D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\1-100-070-20_ROW-ACQUISITION-EXH_06-19-20.dwg
 USER: vberra



JAY ENGINEERING COMPANY, INC. P.O. Box 1220 Leander, TX 78646 Tel (512) 259-3882 Fax (512) 259-8016 Texas Registered Engineering Firm F-4700		CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION RIGHT-OF-WAY TRACT NO. 1 EXHIBIT		
ENGINEER SAMUEL D. KIGER, P.E.	DRAWN BY VDI	DATE 06/19/20	PROJECT NO. 100-070-29	SHEET NO. 2 OF 6

**SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY**

EXHIBIT "D"

Page 1 of 3

THE STATE OF TEXAS § **COPY**
COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That Geraldine Timmermann, P. O. Box 4784, Austin, Texas 78765-4784, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 25,921 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 134 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Manor, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the day of **COPY** 2020.

GRANTOR:

EXHIBIT "D"

Page 2 of 3

COPY

Geraldine Timmermann

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Geraldine Timmermann, for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas

My commission expires: _____

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

COPY

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
COPY
§

EXHIBIT "D"
Page 3 of 3

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

COPY

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 1
TCAD Tax ID No.: 236951

AFTER RECORDING PLEASE RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

COPY

EXHIBIT "E"

Page 1 of 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SLOPE EASEMENT

DATE: COPY, 2020

GRANTOR: Geraldine Timmermann

GRANTOR'S MAILING ADDRESS (including County):

P. O. Box 4784, Austin, Travis County, Texas 78765-4784

GRANTEE: City of Manor, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS (including County):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: COPY

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 13,752 square feet tract of land, being a portion of that certain 52.7158 acre tract more or less, out of the A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas; same being described in a deed to Terrell Timmermann of record in Document No. 2011144639 of the Deed Records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of designing, placing, constructing, replacing, modifying, or maintaining and causing to be designed, placed, constructed, replaced, modified or maintained a slope to accommodate roadway grading in lieu of retaining walls (the "Slope Improvements").

01.21.2020

COPY

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee's successors and assigns an exclusive, perpetual slope easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement").

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways and landscaping ("authorized improvements") on, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining authorized improvements. But, Grantor may not construct any buildings or similar improvements on the Easement Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.
2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

COPY

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

COPY

Geraldine Timmermann

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Geraldine Timmermann, Grantor herein, for the purposes and consideration recited herein..

COPY

Notary Public - State of Texas

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: COPY
Dr. Larry Wallace Jr., Mayor

COPY

THE STATE OF TEXAS

EXHIBIT "E"

COUNTY OF TRAVIS

§
§
§

Page 4 of 4

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

COPY

Notary Public - State of Texas

Project Name: Old Kimbro Road
Parcel No.: 1SE
TCAD Tax ID No.: 236951

AFTER RECORDING RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "F"

STATE OF TEXAS

§

Page 1 of 2

COUNTY OF TRAVIS

§

§

The Geraldine Timmermann, P.O. Box 4784, Austin, Texas 78765-4784 (called "Grantors" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "Grantee"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "Project") in, upon, and across the following described land:

All that parcel of land, containing 22,988 square feet, more or less, situated in Travis County, Texas depicted in Exhibit "A" attached and incorporated for all purposes, (called "Temporary Construction Easement").

TO HAVE AND TO HOLD the same during the Project construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the Project construction period to enter all or part of the Temporary Construction Easement, which will provide working space to construct the Project. Provided, however, that the City of Manor, after completing and accepting the Project, must restore the surface of the Temporary Construction Easement to a similar or better condition than existed before the Project was undertaken.

This Temporary Construction Easement becomes effective on the start of construction of Project on Grantor's land and expires upon completion of the installation of the Project, but in no event later than the earlier of 1) six (6) months from the start of construction on Grantor's land or 2) December 31, 2022. This Temporary Construction Easement automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

Executed on _____, 2020.

GRANTOR:

Geraldine Timmermann

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

EXHIBIT "F"
Page 2 of 2

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Geraldine Timmermann, Grantor herein, for the purposes and consideration recited herein..

Notary Public - State of Texas

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

Project: Old Kimbro Road Project
Parcel No.: 1TCE
TCAD Tax ID No.: 236951

After recording, please return to:
City of Manor
105 E. Eggleston
Manor, Texas 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with John Jonse and Rita Jonse for a special warranty deed, slope easement and temporary construction easement.

BACKGROUND/SUMMARY:

The property will be used as right-of-way needed for the widening of Old Kimbro Road. The City is agreeing to \$11,940 monetary compensation for the fee simple and easements.

The expenditure is based on an actual appraisal prepared for the City by a third party, the cost for relocating property owner's 2" water line and cost of a title survey for the owner's remaining property.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the purchase contract with John Jonse and Rita Jonse for a special warranty deed, slope easement and temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed, Slope Easement and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple, permanent easement and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A", "B" and "C"**, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$11,940.00 shall be paid by the City for the fee simple, permanent easement and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple, permanent easement and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed, Slope Easement and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "D", "E" and "F"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed, Slope Easement and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed, Slope Easement and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed, Slope Easement and Temporary Construction Easement instruments, the above-stated

amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall be prorated at the closing effective as of the date of closing.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBIT "G"**.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price shall be the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

Owner and the City agree that said fee simple, permanent easement and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

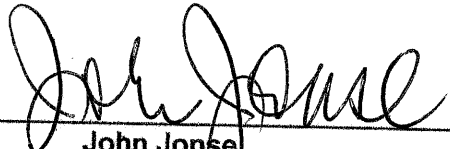
TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

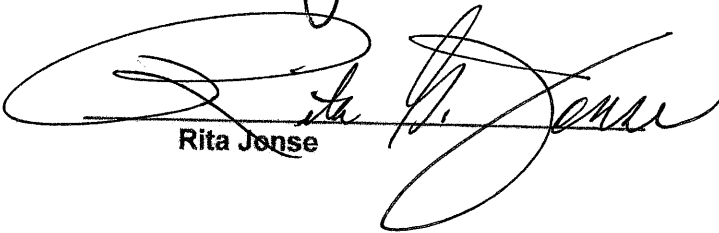
By: _____
Dr. Larry Wallace, Jr., Mayor

Date: 10-29-2020

SELLER:


John Jonse

Date: 10-29-2020



Rita Jonse

Project Name: Old Kimbro Road
Parcel No.: 2, 2SE and 2TCE
TCAD Tax ID: 248128

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A", "B" and "C"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

John J. Hill
Seller

10-29-2020
Date



5,836 SQUARE FEET
RIGHT-OF-WAY DEDICATION
JOHN JONSE, ET UX

DESCRIPTION OF A 5,836 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 5,836 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe found in the northwesterly line of Old Kimbro Road (R.O.W. varies), at the most easterly corner of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas, for the most southerly or southeast corner of said 8.00 Acre Tract and the herein described tract;

THENCE N62°39'26"W, with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 17.05 feet to a calculated point for the most westerly or southwest corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract, at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 986.93 feet;

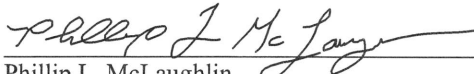
THENCE N26°31'49"E, over and across said 8.00 Acre Tract, a distance of 346.50 feet to a calculated point in the southerly or southwest line of a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, for the most northerly or northwest corner of the herein described tract;

THENCE S62°39'29"E, with the common line of said 4.00 Acre Tract and said 8.00 Acre Tract, a distance of 16.64 feet to a calculated point in the northwesterly line of said Old Kimbro Road, at the common easterly corner of said 4.00 Acre Tract and said 8.00 Acre Tract, for the most easterly or northeast corner of the herein described tract, from which a 1/2" iron rod found at the common easterly corner a 2.317 acre tract described in a deed of record to John Gebauer, Jr. in Volume 13391, Page 3186, Real Property Records of Travis County, Texas and said 4.00 Acre Tract, bears N26°27'45"E, a distance of 173.33 feet;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 8.00 Acre Tract, a distance of 346.51 feet to the **POINT OF BEGINNING**, containing an area of 5,836 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW2-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


Phillip L. McLaughlin 06-16-20
Registered Professional Land Surveyor
State of Texas No. 5300



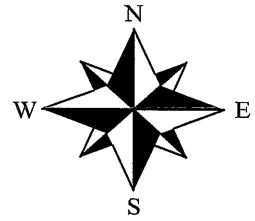
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- CALCULATED POINT

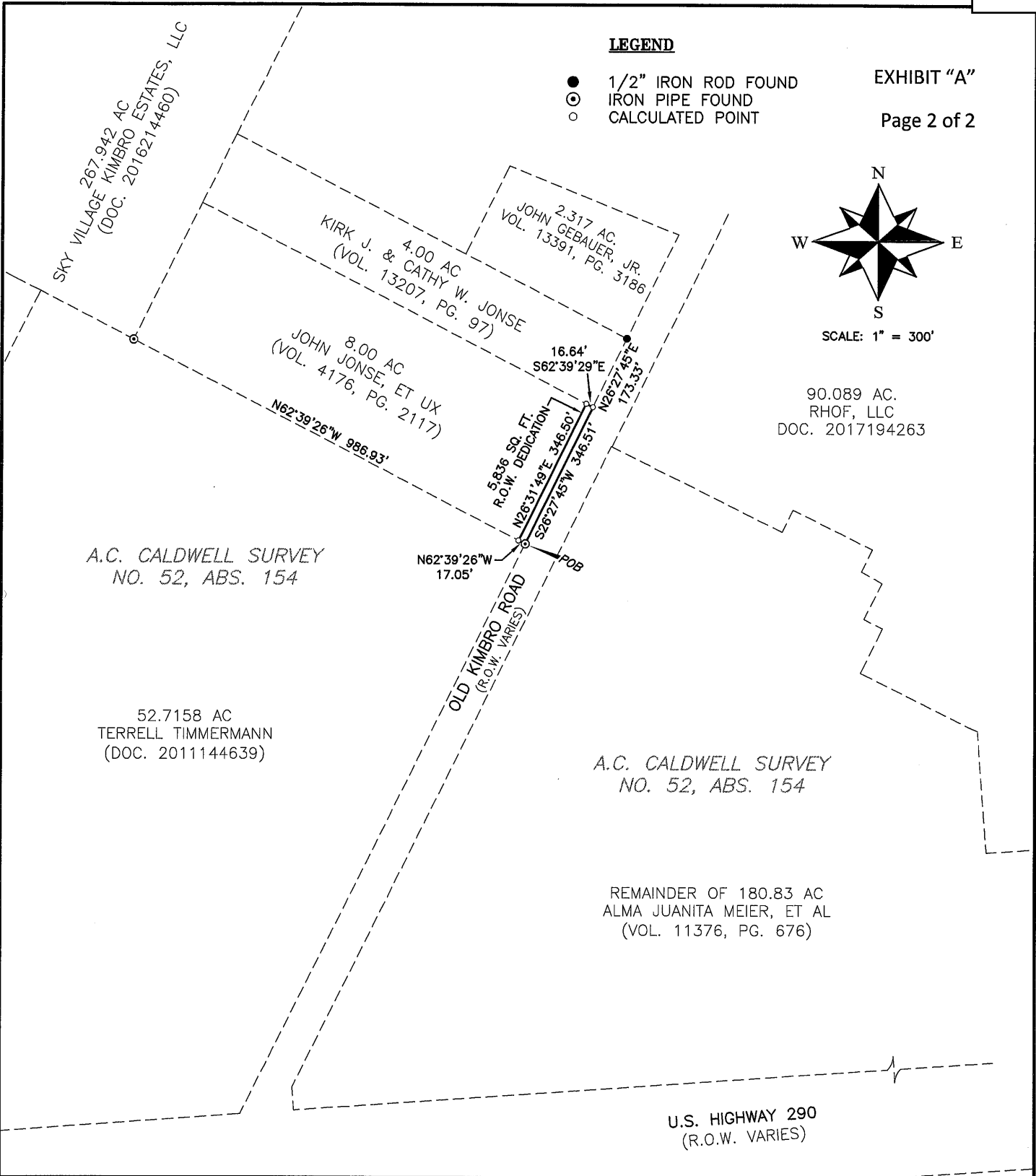
EXHIBIT "A"

Page 2 of 2



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
DOC. 2017194263



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-ROW2-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\20230_GR-BASE
DATE: JUNE 16, 2020

5,836 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000



821 SQUARE FEET
SLOPE EASEMENT
JOHN JONSE, ET UX

DESCRIPTION OF A 821 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS; SAID 821 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron pipe found in the northwesterly line of Old Kimbro Road (R.O.W. varies), at the common easterly corner of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas and said 8.00 Acre Tract, from which a 1/2" iron rod found in the northwesterly line of said Old Kimbro Road, at the common easterly corner of a 2.317 acre tract described in a deed of record to John Gebauer, Jr. in Volume 13391, Page 3186, Real Property Records of Travis County, Texas and a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, bears N26°27'45"E, a distance of 519.84 feet;

THENCE N62°39'26"W, with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 17.05 feet to a calculated point for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

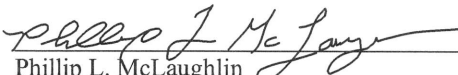
THENCE N62°39'26"W, continuing with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 12.33 feet to a calculated point for the most westerly corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract, at the most westerly or southwest corner of said 8.00 Acre Tract bears N62°39'26"W, a distance of 974.59 feet;

THENCE over and across said 8.00 Acre Tract, the following seven (7) courses:

1. N27°31'33"E, a distance of 18.10 feet to a calculated point;
2. N76°09'10"E, a distance of 12.79 feet to a calculated point;
3. N25°51'23"E, a distance of 72.51 feet to a calculated point;
4. N21°43'57"W, a distance of 10.15 feet to a calculated point;
5. N27°56'21"E, a distance of 22.16 feet to a calculated point;
6. N64°12'13"E, a distance of 16.62 feet to a calculated point;
7. S26°31'49"W, a distance of 141.13 feet to the **POINT OF BEGINNING**, containing an area of 821 SQUARE FEET OF LAND MORE OR LESS.

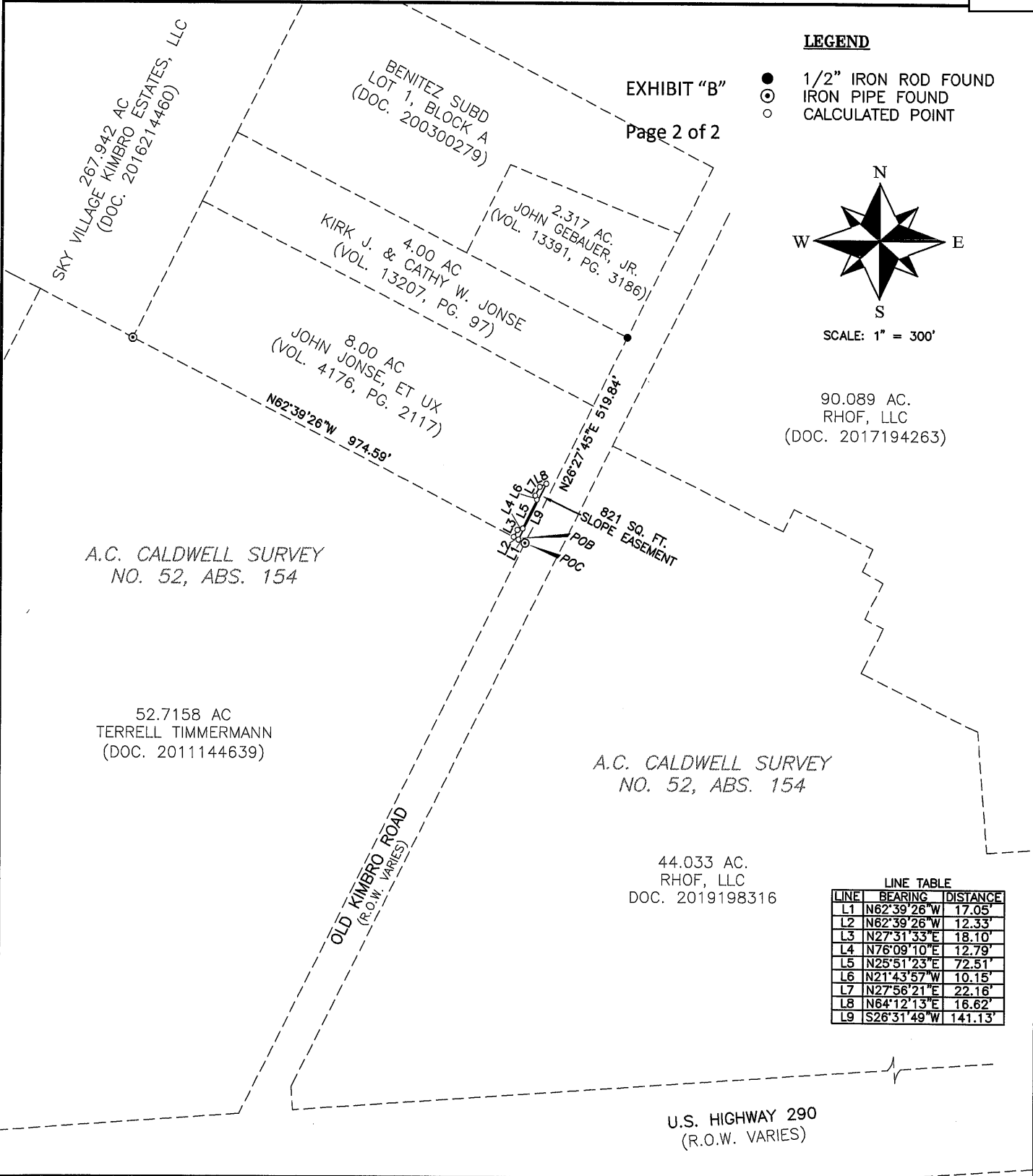
Attachments: 20230_GR-SE2-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


 Phillip L. McLaughlin 06-17-20
 Registered Professional Land Surveyor
 State of Texas No. 5300

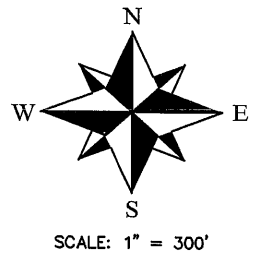


1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385



LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON PIPE FOUND
- CALCULATED POINT



90.089 AC.
RHOF, LLC
(DOC. 2017194263)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

44.033 AC.
RHOF, LLC
DOC. 2019198316

LINE TABLE

LINE	BEARING	DISTANCE
L1	N62°39'26"W	17.05'
L2	N62°39'26"W	12.33'
L3	N27°31'33"E	18.10'
L4	N76°09'10"E	12.79'
L5	N25°51'23"E	72.51'
L6	N21°43'57"W	10.15'
L7	N27°56'21"E	22.16'
L8	N64°12'13"E	16.62'
L9	S26°31'49"W	141.13'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-SE2-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET

1	1
---	---

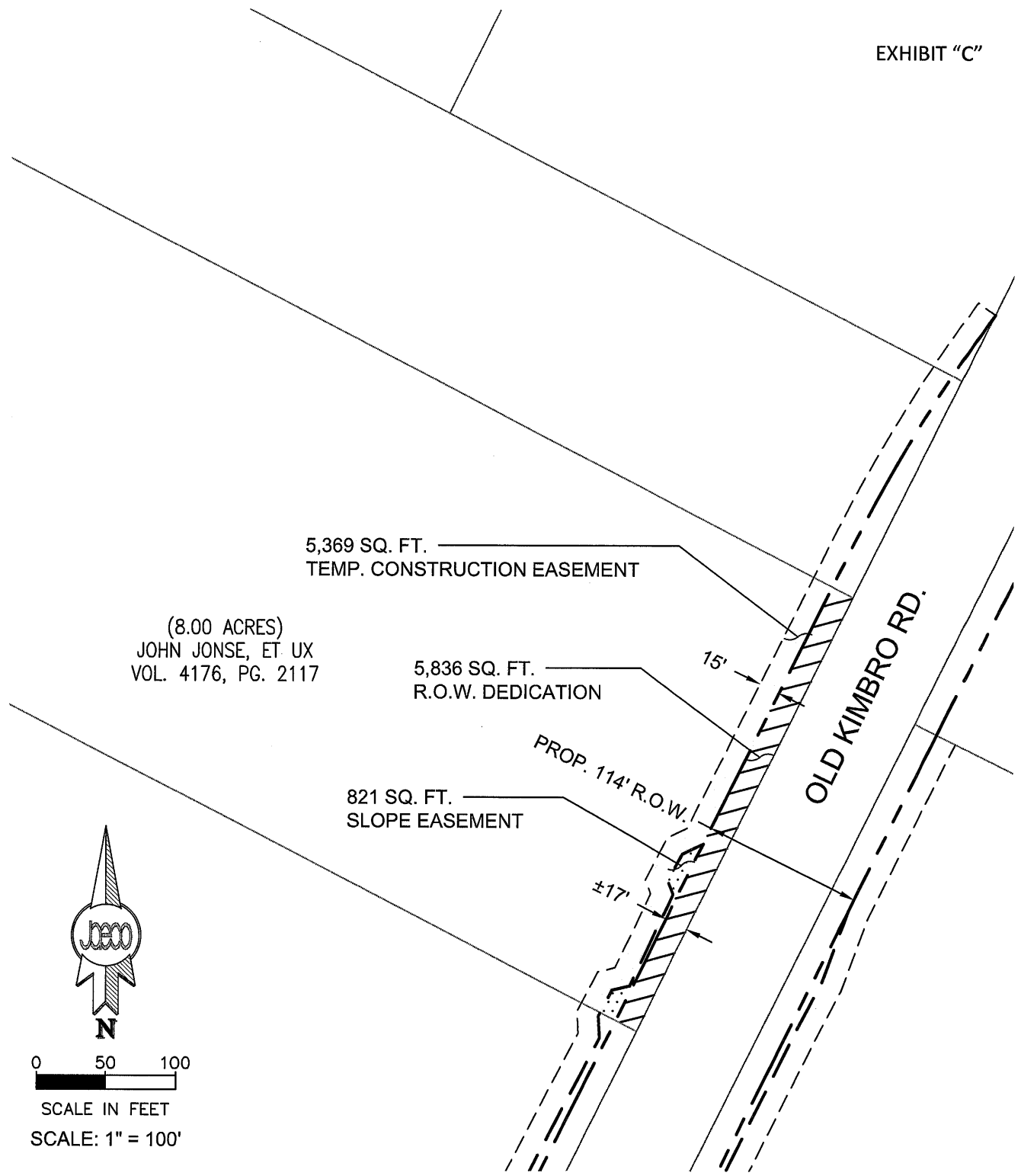
EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L\20230_GR-BASE
DATE: JUNE 17, 2020

821 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 8.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO JOHN JONSE, ET UX IN VOLUME 4176, PAGE 2117, DEED RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8386
FIRM NO. 10032000

EXHIBIT "C"



(8.00 ACRES)
 JOHN JONSE, ET UX
 VOL. 4176, PG. 2117

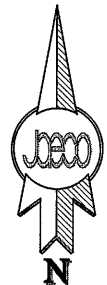
5,369 SQ. FT.
 TEMP. CONSTRUCTION EASEMENT

5,836 SQ. FT.
 R.O.W. DEDICATION

821 SQ. FT.
 SLOPE EASEMENT

PROP. 114' R.O.W.

OLD KIMBRO RD.



0 50 100
 SCALE IN FEET
 SCALE: 1" = 100'

PLOT DATE: 6/19/2020 9:13 AM
 USER: Vibarra
 FILE: D:\Projects\100 - City Of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\J-100-070-20_ROW-ACQUISITION-EXH_06-19-20.dwg

JAY ENGINEERING COMPANY, INC.
 P.O. Box 1220
 Leander, TX 78646
 Tel. (512) 259-3882
 Fax (512) 259-8016
 Texas Registered Engineering Firm F-4780

CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION
RIGHT-OF-WAY TRACT NO. 2 EXHIBIT

ENGINEER	DRAWN BY	DATE	PROJECT NO.	SHEET NO.
SAMUEL D. KIGER, P.E.	VDI	06/19/20	100-070-29	3 OF 6

**SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY**

THE STATE OF TEXAS §

COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That John Jonse and Rita Jonse., P. O. Box 21, Manor, Texas 78653-0021, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 5,836 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Manor, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the ____ day of _____ 2020.

GRANTOR:

EXHIBIT "D"

Page 2 of 3

John Jonse

Rita Jonse

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by John Jonse for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Rita Jonse for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS

§

EXHIBIT "D"

COUNTY OF TRAVIS

§

Page 3 of 3

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 2
TCAD Parcel No.: 248128

AFTER RECORDING PLEASE RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SLOPE EASEMENT

DATE: _____, 2020

GRANTOR: John Jonse and Rita Jonse

GRANTOR'S MAILING ADDRESS (including County):

P. O. Box 21, Manor, Travis County, Texas 78653-0021

GRANTEE: City of Manor, a Texas municipal corporation

GRANTEE'S MAILING ADDRESS (including County):

City of Manor
105 E. Eggleston Street
Manor, Texas 78653
Travis County

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY:

A 821 square feet tract of land, being a portion of that certain 8.00 acre tract, more or less, out of the A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas; same being described in a deed to John Jonse, et ux, of record in Volume 4176, Page 2117 of the Deed Records of Travis County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

See "Sketch" attached hereto and made a part of Exhibit "A" for all intents and purposes hereunto and in any wise pertaining, showing such Easement Property.

EASEMENT PURPOSE: The easement shall be used for the purpose of designing, placing, constructing, replacing, modifying, or maintaining and causing to be designed, placed, constructed, replaced, modified or maintained a slope to accommodate roadway grading in lieu of retaining walls (the "Slope Improvements").

GRANT OF EASEMENT: Grantor, for the Consideration paid to Grantor, does hereby grants, sells and conveys unto Grantee and Grantee’s successors and assigns an exclusive, perpetual slope easement in upon, over, on, under, above and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the “Easement”).

Covenants and Conditions: The Easement granted is subject to the following covenants and conditions:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways and landscaping (“authorized improvements”) on, over and across the Easement Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Easement Property as provided herein and provided that Grantor complies with all applicable local, state, and federal regulations in installing and maintaining authorized improvements. But, Grantor may not construct any buildings or similar improvements on the Easement Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee’s rights hereunder.

2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Easement Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

The covenants, terms and conditions of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and assigns forever. Grantor does hereby binds itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the easement or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

[Signature pages follow this page.]

IN WITNESS WHEREOF, this instrument is executed on the date first provided above.

GRANTOR:

John Jonse

Rita Jonse

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared John Jonse, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2020, personally appeared Rita Jonse, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

ACCEPTED:

GRANTEE: City of Manor, a Texas Municipal corporation

By: _____
Dr. Larry Wallace Jr., Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 2020, personally appeared Dr. Larry Wallace Jr., Mayor, on behalf of the City of Manor, as Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Notary Public - State of Texas

Project Name: Old Kimbro Road
Parcel No.: 2SE
TCAD Tax ID.: 248128

AFTER RECORDING RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

John Jonse and Rita Jonse., P. O. Box 21, Manor, Texas 78653-0021 (called "**Grantors**" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "**Grantee**"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "**Project**") in, upon, and across the following described land:

All that parcel of land, containing 5,369 square feet, more or less, situated in Travis County, Texas depicted in **Exhibit "A"** attached and incorporated for all purposes, (called "**Temporary Construction Easement**").

TO HAVE AND TO HOLD the same during the **Project** construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the **Project** construction period to enter all or part of the **Temporary Construction Easement**, which will provide working space to construct the **Project**. Provided, however, that the City of Manor, after completing and accepting the **Project**, must restore the surface of the **Temporary Construction Easement** to a similar or better condition than existed before the **Project** was undertaken.

This **Temporary Construction Easement** becomes effective on the start of construction of Project on Grantor's land and expires upon completion of the installation of the **Project**, but in no event later than six (6) months from the start of construction on Grantor's land. This **Temporary Construction Easement** automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said **Grantee**, its successors and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

Executed on _____, 2020.

GRANTOR:

John Jonse

Rita. Jonse

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____
2020, by John Jonse for the purposes and consideration recited herein.

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____
2020, by Rita Jonse for the purposes and consideration recited herein.

Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS:

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2020.

(SEAL)

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 2TCE
TCAD No.: 248128

After recording, please return to:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "G"

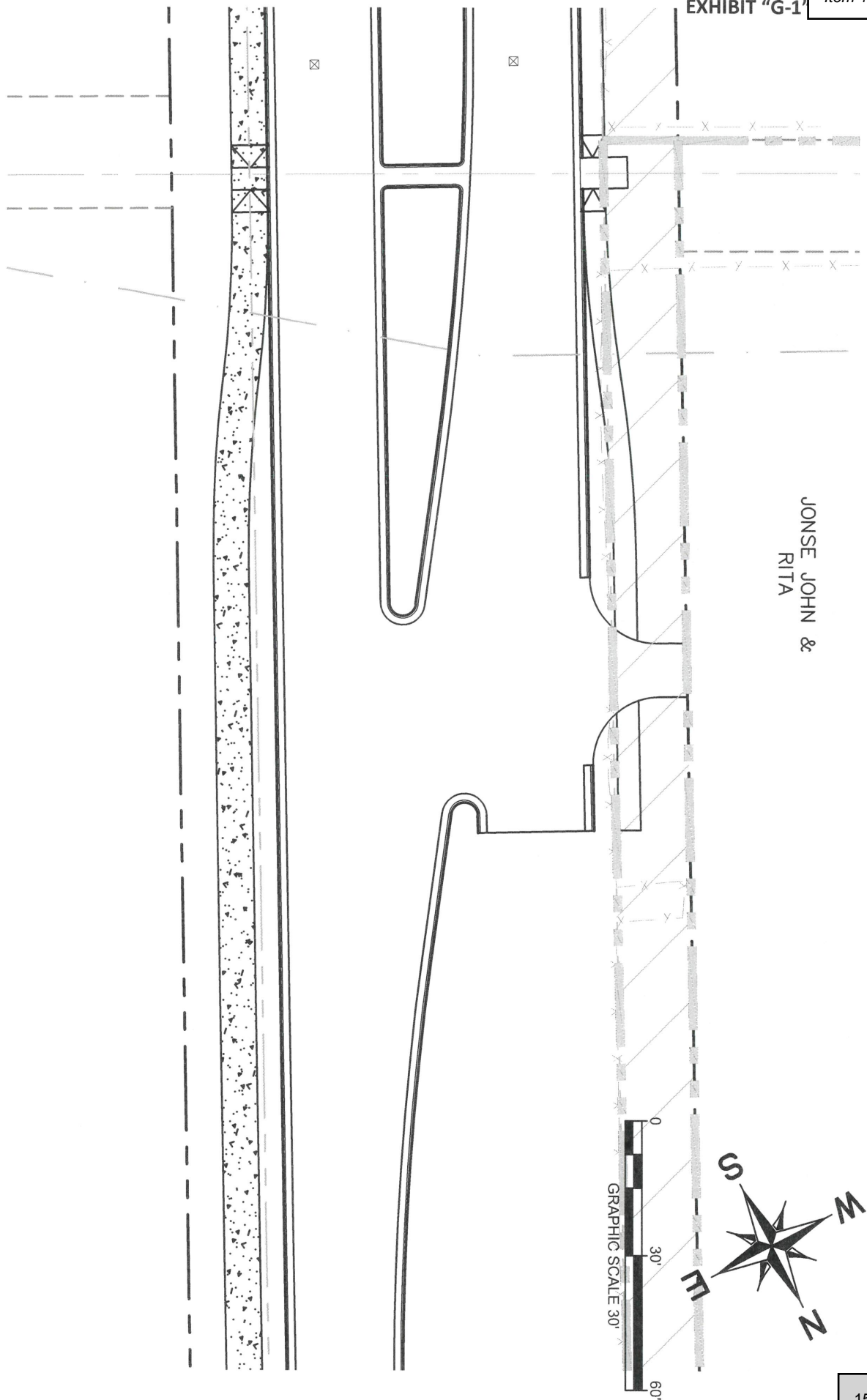
The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City or its contractors agree to remove and replace the existing fencing located along the frontage of Old Kimbro Road at no cost to Owner as part of the Old Kimbro Road Project. The fencing removed during the project will be replaced with similar materials to a similar or better condition than existed prior to construction of the roadway improvements. Existing gates will be removed and re-hung as part of the construction of the replacement fence. All trees located along the existing fence line will be removed.
2. The City or its contractors will construct an asphalt driveway for the portion of the most southerly driveway located between the back of curb and tie-in to Owner's existing driveway as part of the roadway project at no cost to Owner. In addition, the City will replace the most southerly driveway culvert with 2 – 18 inch diameter culverts to replace the existing 1 – 24 inch diameter culvert presently in place. Owner's driveway and culvert located closest to the northerly property line will remain unchanged.
3. The City will provide a median cut for Owner's use in accessing southerly driveway as depicted in Exhibit "G-1". The median cut will have a turning radius sufficient for Owner to enter southerly driveway from Old Kimbro Road from north (left turn) and south (right turn) bound lanes of Old Kimbro Road while pulling a livestock trailer.
4. In the event Travis Central Appraisal District (TCAD) determines that Owner's property no longer meets eligibility for agricultural exemption, the City agrees to write a letter to TCAD in support of Owner retaining agricultural exemption eligibility.
5. The 2-inch Manville Water Supply Corporation water line will be relocated out of the new right of way as part of the roadway project. Owner agrees to grant a new water line easement to Manville Water Supply Corporation.
6. The additional cost of \$1,800 for a land title survey and \$4,250 for relocation of Owner's private 1-inch water line has been added to TOTAL PRICE on page 1 of purchase contract as additional consideration for conveying the 5,836 square feet of right of way, 821 square feet of slope easement and 5,369 square feet of temporary construction easement. Appraised value equals \$5,890 plus \$6,050 for additional costs, equaling \$11,940 total compensation on Page 1 of purchase contract. See attached Exhibit "G-2" for G&R Survey proposal for land title survey and Exhibit "G-3" for Pure Plumbing Service bid to relocate Owner's private 1-inch water line.
7. The above-described terms are conditions of the Owner conveying the property described in Exhibits "A", "B" and "C" and survive the closing.

Project Name: Old Kimbro Road
 Parcel No.: 2, 2SE and 2TCE
 TCAD Tax ID: 248128
 Owner Name: John and Rita Jonse

EXHIBIT "G-1"

JONSE JOHN &
RITA



JONSE DRIVEWAY MEDIAN REVISION

Manor Heights Phase 2

October 2020

DWG NAME
LAST SAVED
C:\SUBDRIVES\KORVEAUS_CIVIL\089259700 SKY VILLAGE SOUTH\CAD\MANOR HEIGHTS PHASE 2\PLANSHEETS\JONSE EXHIBITS-1.DWG
9/18/2020 12:20 PM



10814 Jollyville Road
 Building 4, Suite 200
 Austin, Texas 78759
 512-418-1771
 State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



John and Rita Jonse
13322 Old Kimbro Road
PO Box 21
Manor, Texas 78653

Date: September 28, 2020

RE: Estimate for Professional Land Surveying Services

G & R Surveying, LLC is pleased to present this proposal for professional land surveying services to John and Rita Jonse (the client) for the parcel located at 13322 Old Kimbro Road located in Manor, Texas.

Scope of Services:

1. Land Title Survey:

The survey will show the boundary, improvements, visible utilities, and any easement information provided to us, or listed in a commitment for title. Boundary corners will be found and verified or set, and any material discrepancies will be reported.

This item does not include additional requirements such as ALTA/ACSM, parking summaries, underground or plan utility research or zoning matters. These items will be addressed on an hourly basis as the need arises.

In order to furnish a lump sum fee and schedule, the following assumptions were made:

- Sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
- There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- There are no complex issues involving the survey contained in the title commitment, which has not been provided to us as of this date.
- You or your title company will furnish us with copies of subject tract deeds, a copy of the current title commitment and copies of all instruments of record as shown on Schedules A and B of the commitment. No additional research, other than obtaining deeds of record based upon current tax maps, will be performed by G&R.

- Services associated with addressing title objection letters, lender requirements, etc., will be performed as an additional service at our standard hourly rates.
- Chainsaw and/or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Lump Sum Fee: \$1,660.00 plus applicable sales tax (\$1,796.95).

Estimated time needed for completion of the survey is approximately 20 working days from your notice to proceed.

The above estimate is for the scope of services listed herein. Any changes or additional services must be in writing and will be billed at our current hourly rates. Pricing in valid through December 31, 2021.

- Field Crew: \$160.00 per hour
- Survey Technician: \$95.00 per hour
- Registered Professional Land Surveyor (R.P.L.S.): \$135.00 per hour

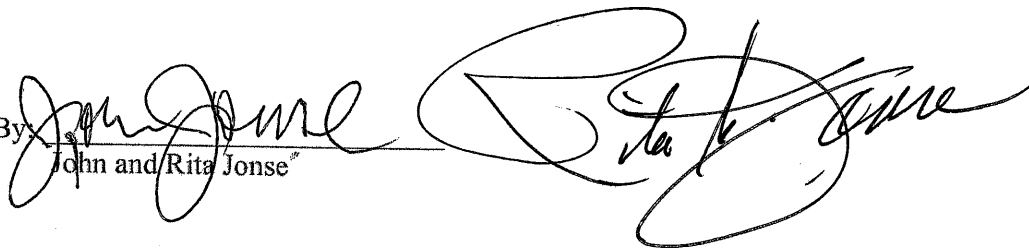
We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or require any additional information, please call.

APPROVED

By D. Russell Stapleton, Jr. at 3:57 pm, Sep 28, 2020

D. Russell Stapleton, Jr.
G & R Surveying, LLC

Accepted By



John and Rita Jonse

1805 Ouida Dr. Austin, Texas 78728
Phone (512) 267-7430 Fax (512) 836-8385 Firm # 10032000



EXHIBIT "G-3"

QUOTE

DATE: 09/16/2020
EXP. DATE: 10/16/2020
QUOTE # 5

MEMO
Estimate to run new water line to property.
Includes all labor, materials, equipment, excavation, backfill and sales tax.
To properly run a new 1" water line approximately 165' with tracer wire at a minimum depth of 14", new pressure reducing valve (all brass), and new homeowners cutoff in class A pex piping and tie in with isolation valve.
Excludes replacement of vegetation, removal of rock by equipment, and relocation of water meter. Quote \$4250.00

TERMS & CONDITIONS
I hereby authorize Pure Plumbing Service to perform diagnostics, repairs and/or installation for work indicated, including labor, materials and subcontractors as needed for same repairs and/or installation. I assume all financial responsibility for such repairs and /or installations and agree to pay in full at the time of completion unless pre-authorized credit has been established with Pure Plumbing Service. All accounts post due are subject to late fees of \$25 per month, attorney's fees, bank fees, court costs, liens, and interest in the amount of 18% annum. Pure Plumbing Service is regulated and licensed by the Texas State Board of Plumbing Examiners (M-38446). Correspondence with the Board should be directed to PO Box 4200, Austin, TX 78767-4200 or 1-800-845-6584.

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Kirk Jonse and Cathy Jonse for a special warranty deed and temporary construction easement.

BACKGROUND/SUMMARY:

The property will be used as right-of-way needed for the widening of Old Kimbro Road. The City is agreeing to \$5,768 monetary compensation for the fee simple and temporary easement.

The expenditure is based on an actual appraisal prepared for the City by a third party and the cost of a title survey for the owner's remaining property.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: No

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the purchase contract with Kirk Jonse and Cathy Jonse for a special warranty deed and temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged, agree to grant a Special Warranty Deed and Temporary Construction Easement to the City of Manor, herein called the City, a municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the fee simple and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All those certain tracts, pieces or parcels of land, lying and being situated in the County of Travis, State of Texas, described and or depicted in **EXHIBITS "A" and "B"**, attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$5,768.00 shall be paid by the City for the fee simple and temporary easement rights to such property and for which no lien, or encumbrance expressed or implied, is retained. The **TOTAL PRICE** shall be inclusive of all land and any improvements situated thereon.

Owner agrees to convey to the City fee simple and temporary easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Special Warranty Deed and Temporary Construction Easement in the form and substance as the attached instruments shown as **EXHIBITS "C" and "D"**, respectively.

Owner and the City will finalize the transaction by closing on or before sixty (60) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Special Warranty Deed and Temporary Construction Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Special Warranty Deed and Temporary Construction Easement for the above-described property at no expense to the Owner and to pay the costs of title insurance and any closing costs.

The City agrees to pay to Owner, upon delivery of the properly executed Special Warranty Deed and Temporary Construction Easement instruments, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

Ad valorem taxes and any other operational expenses owing in connection with the property for the current year shall not be prorated at the closing; thereby Owner is responsible for the full year.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBIT "E"**.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price shall be the price paid to the owner by the entity at the time the entity acquired the property through eminent domain.

Owner and the City agree that said fee simple and temporary easement property rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

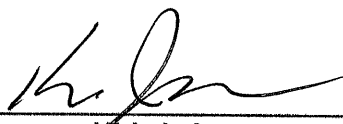
**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

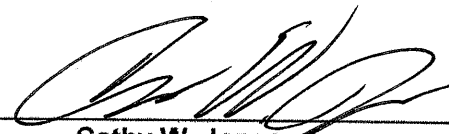
SELLER:

Date: 10-23-20



Kirk J. Jonse

Date: 10-23-20



Cathy W. Jonse

Project Name: Old Kimbro Road
Parcel No.: 3
TCAD Tax ID: 248130

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBITS "A" and "B"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

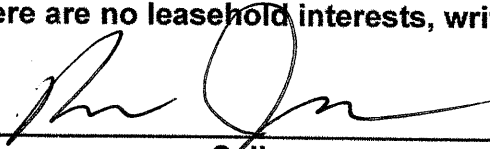
By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.



Seller

10-23-20

Date



EXHIBIT A
Page 1 of 2

2,461 SQUARE FEET
RIGHT-OF-WAY DEDICATION
KIRK J. AND CATHY W. JONSE

DESCRIPTION OF A 2,461 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 4.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO KIRK J. AND CATHY W. JONSE IN VOLUME 13207, PAGE 97, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2,461 SQUARE FEET TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2" iron rod found in the northwesterly line of Old Kimbro Road (R.O.W. varies) at the most southerly or southeast corner a 2.317 acre tract described in a deed of record to John Gebauer, Jr. in Volume 13391, Page 3186, Real Property Records of Travis County, Texas, for the most easterly or northeast corner of said 4.00 Acre Tract and the herein described tract, from which a 1/2" iron rod found in the northwesterly line of said Old Kimbro Road at the common easterly corner of said 2.317 Acre Tract and Lot 1, Block A, Benitez Subdivision, a subdivision of record in Document No. 200300279, Official Public Records of Travis County, Texas, bears N26°27'45"E, a distance of 262.85 feet;

THENCE S26°27'45"W, with the northwesterly line of said Old Kimbro Road and the southeasterly line of said 4.00 Acre Tract, a distance of 173.33 feet to a calculated point at the most easterly or northeast corner of a 8.00 acre tract described in a deed of record to John Jonse, Et Ux in Volume 4176, Page 2117, Deed Records of Travis County, Texas, for the most southerly or southeast corner of said 4.00 Acre Tract and the herein described tract, from which an iron pipe found in the northwesterly line of said Old Kimbro Road at the common easterly corner of a 52.7158 acre tract described in a deed of record to Terrell Timmermann in Document No. 2011144639, Official Public Records of Travis County, Texas and said 8.00 Acre Tract, bears S26°27'45"W, a distance of 346.51 feet;

THENCE N62°39'29"W, with the common line of said 8.00 Acre Tract and said 4.00 Acre Tract, a distance of 16.64 feet to a calculated point for the most westerly or southwest corner of the herein described tract;

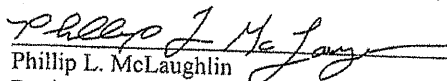
THENCE over and across said 4.00 Acre Tract, the following two courses:

1. N26°31'49"E, a distance of 32.29 feet to a calculated point of curvature of a curve to the right;
2. Along said curve to the right having a radius of 1157.00 feet, an arc length of 141.26 feet, and a chord which bears N30°01'41"E, a distance of 141.18 feet to a calculated point in the common line of said 2.317 Acre Tract and said 4.00 Acre Tract, for the most northerly or northwest corner of the herein described tract;

THENCE S62°40'08"E, with the common line of said 2.317 Acre Tract and said 4.00 Acre Tract a distance of 7.82 feet to the **POINT OF BEGINNING**, containing an area of 2,461 SQUARE FEET OF LAND MORE OR LESS.

Attachments: 20230_GR-ROW3-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

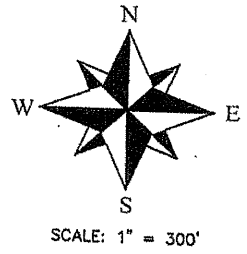

Phillip L. McLaughlin 06-16-20
Registered Professional Land Surveyor
State of Texas No. 5300



1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT A
Page 2 of 2

LEGEND
 ● 1/2" IRON ROD FOUND
 ⊙ IRON PIPE FOUND
 ○ CALCULATED POINT



90.089 AC.
RHOF, LLC
(DOC. 2017194263)

SKY VILLAGE 267.942 AC
(DOC. 2016214460)

BENITEZ SUBD
LOT 1, BLOCK A
(DOC. 200300279)

2.317 AC.
JOHN GEBAUER, JR.
(VOL. 13391, PG. 3186)

4.00 AC
KIRK J. & CATHY W. JONSE
(VOL. 13207, PG. 97)

8.00 AC
JOHN JONSE, ET UX
(VOL. 4176, PG. 2117)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

52.7158 AC
TERRELL TIMMERMANN
(DOC. 2011144639)

A.C. CALDWELL SURVEY
NO. 52, ABS. 154

REMAINDER OF 180.83 AC
ALMA JUANITA MEIER, ET AL
(VOL. 11376, PG. 676)

OLD KIMBRO ROAD
(R.O.W. VARIES)

U.S. HIGHWAY 290
(R.O.W. VARIES)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N62°39'29"W	16.64'
L2	N26°31'49"E	32.29'
L3	S62°40'08"E	7.82'

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	BEARING	CHORD LENGTH	TANGENT
C1	6°59'44"	1157.00'	141.26'	N30°01'41"E	141.18'	70.72'	

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-R0W3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

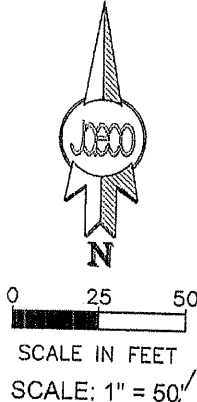
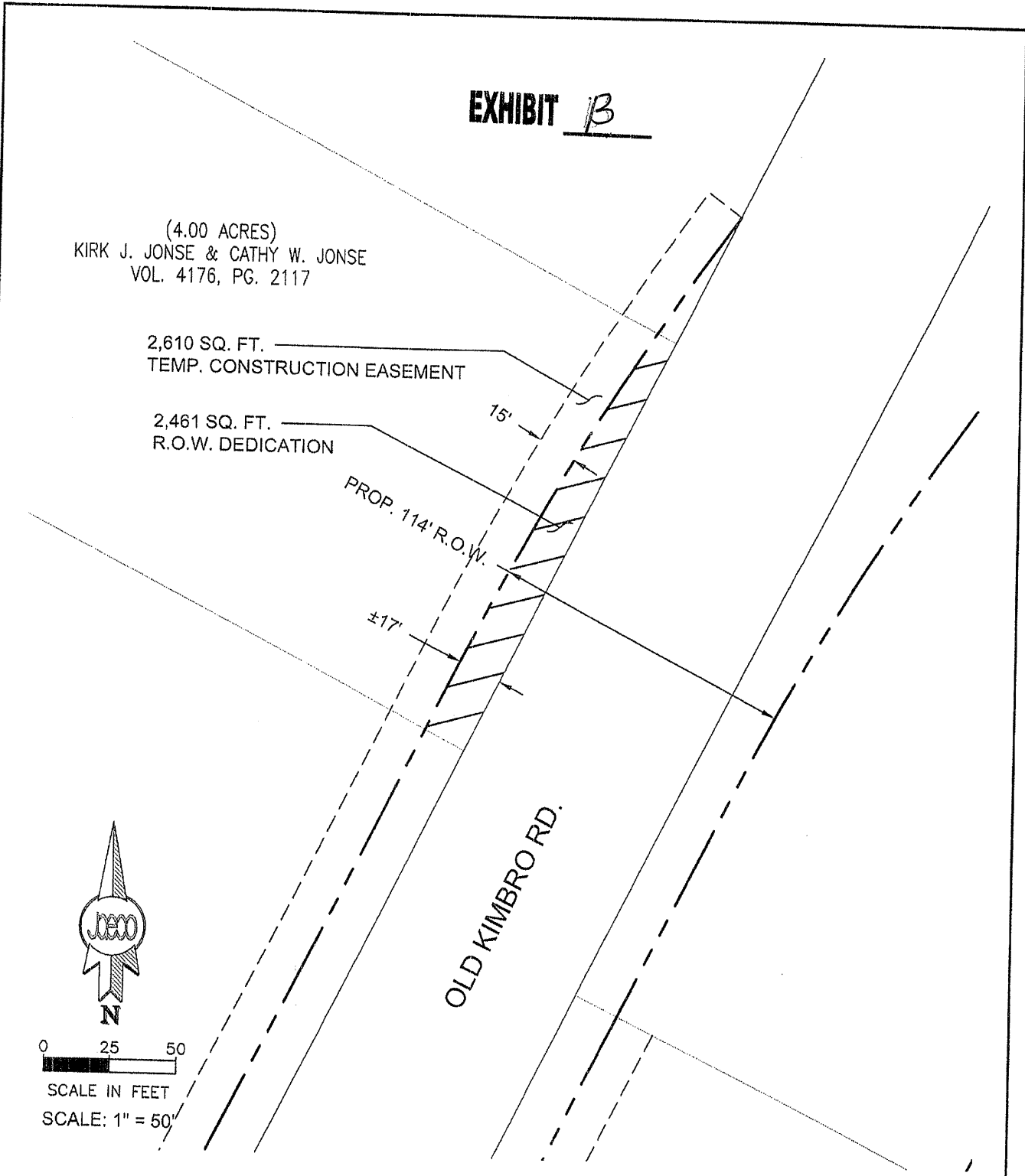
SHEET
1 / 1

EXHIBIT

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE: L:\20230_GR-BASE
 DATE: JUNE 16, 2020

2,461 SQUARE FEET TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING A PORTION OF A 4.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO KIRK J. AND CATHY W. JONSE IN VOLUME 13207, PAGE 97, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

G&R
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000



PLOT DATE: 6/19/2020 9:13 AM
 USER: Vbarra
 FILE: D:\Projects\100 - City of Manor\100-070-20 Cottonwood Creek Wastewater Collection & Treatment System Improvements\Exh-Misc-Files\DWG\J-100-070-20_ROW-ACQUISITION-EXH_06-19-20.dwg

JAY ENGINEERING COMPANY, INC. <small>P.O. Box 1220 Leander, TX 78646 Texas Registered Engineering Firm F-4780</small>		CITY OF MANOR - OLD KIMBRO RD. RIGHT-OF-WAY ACQUISITION RIGHT-OF-WAY TRACT NO. 3 EXHIBIT		
ENGINEER SAMUEL D. KIGER, P.E.	DRAWN BY VDI	DATE 06/19/20	PROJECT NO. 100-070-29	SHEET NO. 4 OF 6

COPY

EXHIBIT C
Page 1 of 3

**SPECIAL WARRANTY DEED
DEDICATION OF RIGHT-OF-WAY**

THE STATE OF TEXAS §

COUNTY OF TRAVIS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That Kirk J. Jonse and Cathy W. Jonse., 13326 Old Kimbro Road, Manor, Texas 78653-4511, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to Grantors cash in hand paid by **The City of Manor, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby dedicate to the use of the public as public right-of-way for streets, drives, drainage, utility service, and public places, subject to the continuing and future control and regulation of the use of such public right-of-way by the City of Manor, described as follows:

All that certain parcel or tract of land being 2,461 square feet, more or less, out of the A. C. Caldwell Survey No. 52, Abstract No. 154 in Travis County, Texas, as more particularly described in metes and bounds and shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City of Manor or any other public utility, or now in force and existing of record in the office of the County Clerk of Travis County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Manor, Texas**, its successors and assigns forever, and Grantor does hereby bind its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Manor, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantor, but not otherwise.

EXECUTED this the ____ day of _____ 2020.

COPY

EXHIBIT C
Page 2 of 3

GRANTOR:

Kirk J. Jonse

Cathy W. Jonse

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Kirk J. Jonse for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2020, by Cathy W. Jonse for the purposes and consideration recited herein.

COPY

Notary Public, State of Texas
My commission expires: _____

ACCEPTED BY THE CITY OF MANOR, TEXAS (Grantee):

COPY

Dr. Larry Wallace, Jr., Mayor

THE STATE OF TEXAS
COUNTY OF TRAVIS

COPY

EXHIBIT C
Page 3 of 3

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor, City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2020.

COPY

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 3
TCAD Parcel No.: 248130

AFTER RECORDING PLEASE RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT D
Page 1 of 3

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§ COPY

Kirk J. Jonse and Cathy W. Jonse., 13326 Old Kimbro Road, Manor, Texas 78653-4511 (called "**Grantors**" whether one or more), in consideration of \$10.00 and other good and valuable consideration to Grantors in hand paid by the City of Manor, Texas, the receipt of which is acknowledged, have this day GRANTED and CONVEYED, and by these presents do GRANT and CONVEY, unto the City of Manor, a Texas municipal corporation situated in the County of Travis and whose address is 105 E. Eggleston, Manor, Texas 78653 (called "**Grantee**"), a temporary construction easement to permit working space for the construction of the Old Kimbro Road Project (called "**Project**") in, upon, and across the following described land:

All that parcel of land, containing 2,610 square feet, more or less, situated in Travis County, Texas depicted in Exhibit "A" attached and incorporated for all purposes, (called "**Temporary Construction Easement**").

TO HAVE AND TO HOLD the same during the **Project** construction period to the City of Manor, its successors and assigns, together with the right and privilege at all times during the **Project** construction period to enter all or part of the **Temporary Construction Easement**, which will provide working space to construct the **Project**. Provided, however, that the City of Manor, after completing and accepting the **Project**, must restore the surface of the **Temporary Construction Easement** to a similar or better condition than existed before the **Project** was undertaken.

This **Temporary Construction Easement** becomes effective on the start of construction of **Project** on Grantor's land and expires upon completion of the installation of the **Project**, but in no event later than six (6) months from the start of construction on Grantor's land. This **Temporary Construction Easement** automatically terminates on said expiration date and becomes null and void. The City of Manor, its successors and assigns, have no further rights hereunder. No written release by the City of Manor is required or necessary.

GRANTORS do hereby bind themselves, their heirs, successors, assigns and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

Executed on _____, 2020.

COPY

COPY

EXHIBIT D
Page 2 of 3

GRANTOR:

COPY

Kirk J. Jonse

COPY

Cathy W. Jonse

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____ 2020, by Kirk J. Jonse for the purposes and consideration recited herein.

COPY

Notary Public-State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____ 2020, by Cathy W. Jonse for the purposes and consideration recited herein.

COPY

Notary Public-State of Texas

ACCEPTED BY THE CITY OF MANOR, TEXAS:

COPY

Dr. Larry Wallace, Jr., Mayor

EXHIBIT D
Page 3 of 3

COPY

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Larry Wallace, Jr., Mayor of the City of Manor, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 2020.

(SEAL)

COPY

Notary Public-State of Texas

Project: Old Kimbro Road
Parcel No.: 3 TCE
TCAD No.: 248130

After recording, please return to:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "E"

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City or its contractors agree to remove and replace the existing fencing located along the frontage of Old Kimbro Road line at no cost to Owner as part of the Old Kimbro Road Project. The fencing removed during the project will be replaced with similar materials to a similar or better condition than existed prior to construction of the roadway improvements. Existing pipe gate will be removed and re-hung as part of the construction of the replacement fence. All trees located along the existing fence line will be removed as part of Old Kimbro Road Project. Special compensation of \$1,500 was included in appraisal and City's offer for the trees that will be removed.
2. The City or its contractors will construct an asphalt driveway between the back of curb and tie-in to Owner's existing driveway as part of the roadway project at no cost to Owner. Owner's driveway and culvert will remain unchanged.
3. The City or its contractors agree to remove and replace Owner's light pole and underground electric conduit at no cost to Owner as part of the old Kimbro Road Project.
4. The City or its contractors agree to remove and replace Owner's mailbox as needed during the Old Kimbro Road Project at no cost to Owner.
5. The 2-inch Manville Water Supply Corporation water line will be relocated out of the new right of way as part of the roadway project. Owner agrees to grant a new water line easement to Manville Water Supply Corporation.
6. The additional cost of \$1,800 for a land title survey has been added to TOTAL PRICE on page 1 of purchase contract as additional consideration for conveying the 2,461 square feet of right of way and 2,610 square feet of temporary construction easement. Appraised value equals \$3,968 plus \$1,800 for additional land title survey cost, equaling \$5,768 total compensation on Page 1 of purchase contract. See attached Exhibit "E-1" for G&R Survey proposal for land title survey.
7. The above-described terms are conditions of the Owner conveying the property described in Exhibits "A" and "B" and survive the closing.

Project Name: Old Kimbro Road
Parcel No.: 3
TCAD Tax ID: 248130
Owner Name: Kirk J. and Cathy W. Jonse

EXHIBIT "E-1"

Page 1 of 2



Kirk and Cathy Jonse
13326 Old Kimbro Road
Manor, Texas 78653

Date: September 28, 2020

RE: Estimate for Professional Land Surveying Services

G & R Surveying, LLC is pleased to present this proposal for professional land surveying services to Kirk and Cathy Jonse (the client) for the parcel located at 13326 Old Kimbro Road located in Manor, Texas.

Scope of Services:

1. Land Title Survey:

The survey will show the boundary, improvements, visible utilities, and any easement information provided to us, or listed in a commitment for title. Boundary corners will be found and verified or set, and any material discrepancies will be reported.

This item does not include additional requirements such as ALTA/ACSM, parking summaries, underground or plan utility research or zoning matters. These items will be addressed on an hourly basis as the need arises.

In order to furnish a lump sum fee and schedule, the following assumptions were made:

- Sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
- There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- There are no complex issues involving the survey contained in the title commitment, which has not been provided to us as of this date.
- You or your title company will furnish us with copies of subject tract deeds, a copy of the current title commitment and copies of all instruments of record as shown on Schedules A and B of the commitment. No additional research, other than obtaining deeds of record based upon current tax maps, will be performed by G&R.
- Services associated with addressing title objection letters, lender requirements, etc., will be

EXHIBIT "E-1"

performed as an additional service at our standard hourly rates.

- Chainsaw and/or machete use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Lump Sum Fee: \$1,660.00 plus applicable sales tax (\$1,796.95).

Estimated time needed for completion of the survey is approximately 20 working days from your notice to proceed.

The above estimate is for the scope of services listed herein. Any changes or additional services must be in writing and will be billed at our current hourly rates. Pricing in valid through December 31, 2021.

- Field Crew: \$160.00 per hour
- Survey Technician: \$95.00 per hour
- Registered Professional Land Surveyor (R.P.L.S.): \$135.00 per hour


We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or require any additional information, please call.

APPROVED

By D. Russell Stapleton, Jr. at 3:59 pm, Sep 28, 2020

D. Russell Stapleton, Jr.
G & R Surveying, LLC

Accepted By: _____


Kirk and Cathy Jonse

1805 Ouida Dr. Austin, Texas 78728
Phone (512) 267-7430 Fax (512) 836-8385 Firm # 10032000

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Dr. Todd Mason-Darnell and Kim Mason-Darnell for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 25' wastewater easement and 25' temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. The City is agreeing to \$1,000 monetary compensation for the easements.

The expenditure for the purchase contract is within the recommended offers established based on the Travis County Appraisal District property values.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve the purchase contract with Dr. Todd Mason-Darnell and Kim Mason-Darnell for a wastewater easement with temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF WILLIAMSON**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged agree to grant a Wastewater Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Williamson County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$1,000.00 shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained. **TOTAL PRICE** paid will be increased by 20% if the signed Purchase Contract is received on or before June 26, 2020.

Owner agrees to convey to the City easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Wastewater Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Easement for the above-described property at no expense to the Owner.

The City agrees to pay to Owner, upon delivery of the properly executed Wastewater Easement instrument, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as EXHIBIT "C".

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Owner and the City agree that said permanent and temporary easement rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

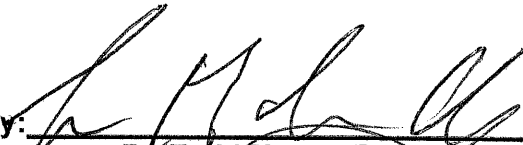
**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

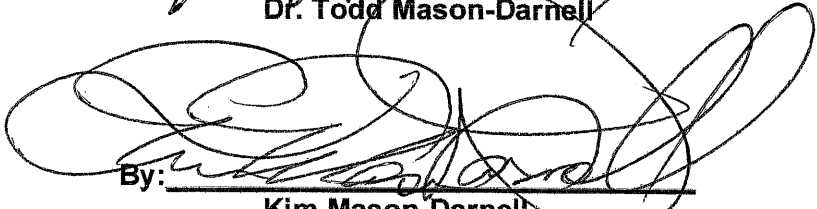
By: _____
Dr. Larry Wallace, Jr., Mayor

SELLERS:

Date: 12/29/20

By: 
Dr. Todd Mason-Darnell

Date: 10/29/2020

By: 
Kim Mason-Darnell

Project: Cottonwood Creek Wastewater and Collection System Improvements
Parcel No.: 12
TCAD No.: 442666

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date



EXHIBIT "A"
Page 1 of 3

1427 SQ. FT. WASTEWATER EASEMENT
 1427 SQ. FT. TEMPORARY CONSTRUCTION EASEMENT
 LOT 1, UNICORN EQUESTRIAN CENTER SUBDIVISION

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF LOT 1, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

1427 SQ. FT. WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with CM&N Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 2 of said Unicorn Equestrian Center Subdivision and said Lot 1, for the northwesterly corner of the herein described tract;

THENCE N86°28'03"E, with the southerly line of said U.S. Highway 290 and the northerly line of said Lot 1, a distance of 57.07 feet to a 1/2" iron rod found at the common northerly corner of a 22.682 acre tract, described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said Lot 1, for the northeasterly corner of the herein described tract;

THENCE S25°51'54"W, with the common line of said Lot 1 and said 22.682 Acre Tract, a distance of 28.69 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE S86°28'03"W, over and across said Lot 1, a distance of 57.08 feet to a calculated point in the common line of said Lots 1 and 2, for the southwesterly corner of the herein described tract;

THENCE N25°52'37"E, with the common line of said Lots 1 and 2, a distance of 28.70 feet to the **POINT OF BEGINNING**, containing an area of **1427 SQ. FT. OF LAND MORE OR LESS.**

1427 SQ. FT. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with CM&N Cap found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 2 of said Unicorn Equestrian Center Subdivision and said Lot 1, from which a 1/2" iron rod found in the southerly line of said U.S. Highway 290, at the common northerly corner of a 22.682 acre tract described in a deed of record to MB&MS Enterprise, Inc. in Document No. 2005187865, Official Public Records of Travis County, Texas and said Lot 1 bears, N86°28'03"E, a distance of 57.07 feet;

THENCE S25°52'37"W, with the common line of said Lots 1 and 2, a distance of 28.70 feet to a calculated point for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE N86°28'03"E, over and across said Lot 1, a distance of 57.08 feet to a calculated point in the common line of said Lot 1 and said 22.682 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S25°51'54"W, with the common line of said Lot 1 and said 22.682 Acre Tract, a distance of 28.69 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE S86°28'03"W, over and across said Lot 1, a distance of 57.09 feet to a calculated point in the common line of said Lots 1 and 2, for the southwesterly corner of the herein described tract;

1805 Ouida Drive, Austin, TX 78728
 Phone (512)267-7430 • Fax (512)836-8385

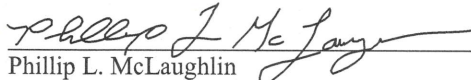


EXHIBIT "A"
Page 2 of 3

THENCE N25°52'37"E, with the common line of said Lots 1 and 2, a distance of 28.70 feet to the **POINT OF BEGINNING**, containing an area of **1427** SQ. FT. OF LAND MORE OR LESS.

Attachments: 11820_GR-WW- ESMT12-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

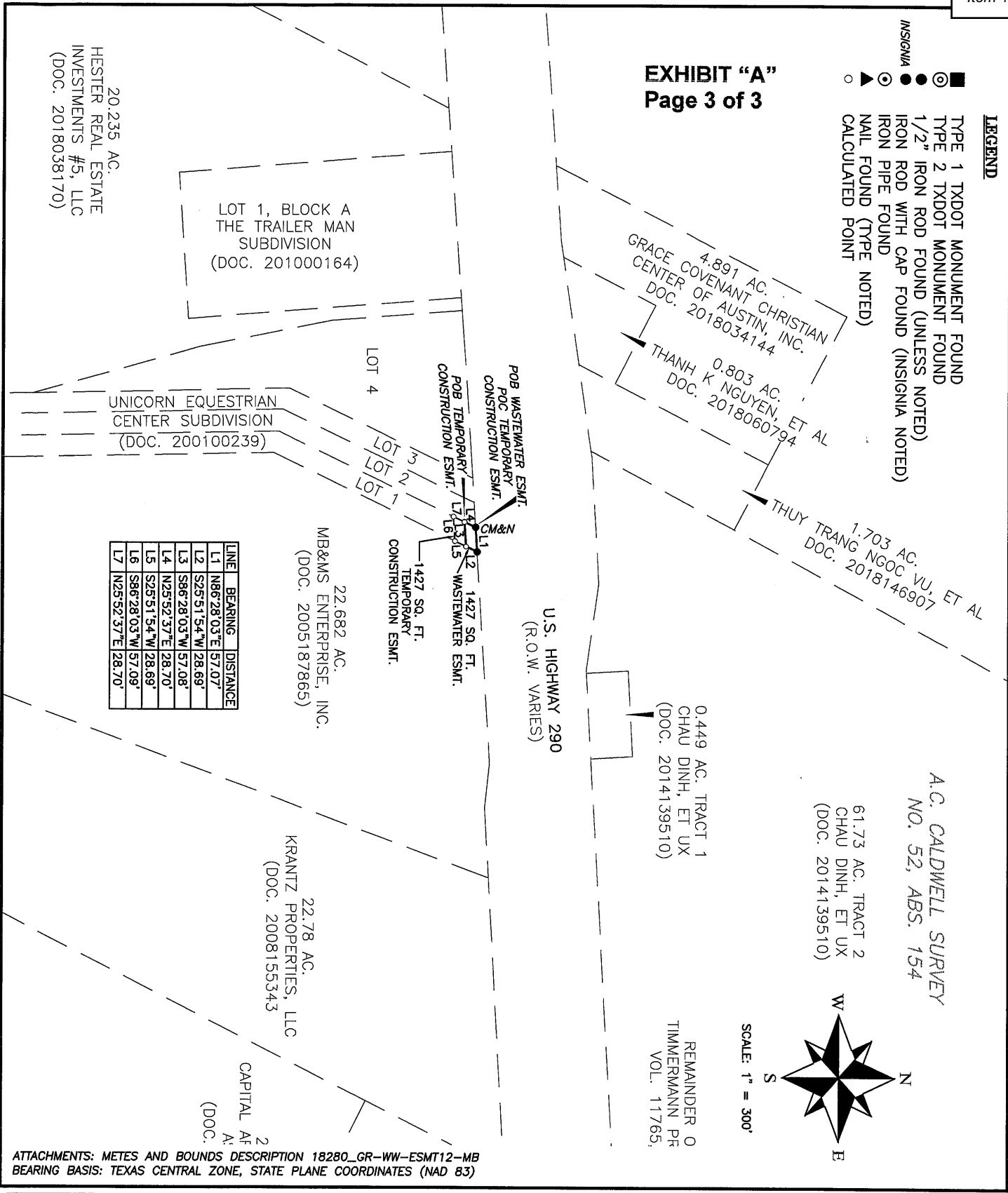


Phillip L. McLaughlin 08-01-19
Registered Professional Land Surveyor
State of Texas No. 5300

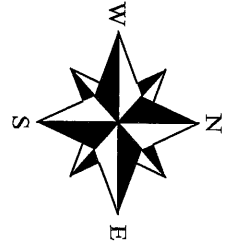


EXHIBIT "A"
Page 3 of 3

- LEGEND**
- TYPE 1 TxDOT MONUMENT FOUND
 - TYPE 2 TxDOT MONUMENT FOUND
 - 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ◐ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
 - ◑ IRON PIPE FOUND
 - NAIL FOUND (TYPE NOTED)
 - CALCULATED POINT



LINE	BEARING	DISTANCE
L1	N86°28'03"E	57.07'
L2	S25°51'54"W	28.69'
L3	S86°28'03"W	57.08'
L4	N25°52'37"E	28.70'
L5	S25°51'54"W	28.69'
L6	S86°28'03"W	57.09'
L7	N25°52'37"E	28.70'



SCALE: 1" = 300'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT12-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
 1 / 1

EXHIBIT

PLOTTING SCALE: 1" = 300'
 DRAWN BY: PMC
 REVIEWED BY: DRS
 PROJECT NO: 18280
 FILE: L:\18280_GR-EASEMENT-BASE
 DATE: AUGUST 1, 2019

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF LOT 1, UNICORN EQUESTRIAN CENTER SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100239, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

GR
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000

WASTEWATER EASEMENT

EXHIBIT "B"
Page 1 of 4

DATE: _____, 2020

GRANTOR: **Dr. Todd Mason-Darnell and Kim Mason-Darnell**

GRANTOR'S MAILING ADDRESS (including County):
14601 US Highway 290 E, Apt. D, Manor, Travis County, Texas 78653-4568

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston Street, Manor, Travis County, Texas 78653

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A twenty-five foot (25') wide wastewater easement, containing 1,427 square feet,
more or less, located in Travis County, Texas, said easement being more fully
described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and
conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the
purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating
and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced,
relocated and removed structures or improvements reasonably necessary and useful for wastewater
mains, lines and pipes, and the supplying of sanitary sewer or other such utility services in, upon,
under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached
hereto (the "Wastewater Easement").

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere
with or prevent Grantee's use of the Property as provided herein. Specifically, and without
limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair,
replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under,
over and across the Property, so long as such use does not unreasonably interfere with or
prevent Grantee's use of the Property as provided herein. But Grantor may not construct any
buildings or similar improvements on the Property.

2. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

TEMPORARY CONSTRUCTION EASEMENT

Grantor also grants to Grantee, its successors and assigns, a temporary work and construction easement for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of wastewater lines, piping, pumps, and other facilities necessary for the transmission of wastewater or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A twenty-five foot (25') wide temporary work and construction easement, containing 1,427 square feet, more or less located in Travis County, Texas, and being located adjacent and parallel to the southerly side of the 1,427 square foot Wastewater Easement more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

together with the right and privilege at any and all times, while this temporary work and construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this temporary work and construction easement shall terminate and expire.

The covenants and terms of this Temporary Construction Easement and Wastewater Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

EXHIBIT "B"
Page 3 of 4

GRANTOR:

Dr. Todd Mason-Darnell

Kim Mason-Darnell

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by Dr. Todd Mason-Darnell for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by Kim Mason-Darnell for the purposes and consideration recited herein.

Notary Public, State of Texas
My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 12
TCAD No.: 442666

AFTER RECORDING RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust, dated July 18, 2018, recorded in Document No. 2018112994 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ **§**

COUNTY OF _____ **§**

THIS INSTRUMENT was acknowledged before me on _____, 2020, by _____ of _____, a _____, on behalf of said _____.

Notary Public - State of _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 12
TCAD No.: 442666

AFTER RECORDING RETURN TO:
City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "C"

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. The City agrees to remove and replace the existing pasture fencing located on the west and east property lines for the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any fencing removed during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
2. In addition, the City agrees to repair any damage that may occur to the pasture fencing along US 290 frontage as a result of the installation of the wastewater line at no cost to the Owner as part of said project.
3. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survives the closing.

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 12
TCAD No.: 442666
Owner Name: Todd Mason-Darnell and Kim Mason-Darnell



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Samuel D. Kiger, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with MB & MS Enterprises, Inc. for a wastewater easement with temporary construction easement.

BACKGROUND/SUMMARY:

The 25’ wastewater easement and 25’ temporary construction easement are required for the construction of the Cottonwood Creek Wastewater Collection Line. The City is agreeing to \$20,000 monetary compensation for the easements.

The expenditure for the purchase contract is within the recommended offers established based on the Travis County Appraisal District property values.

LEGAL REVIEW: Yes, Completed
FISCAL IMPACT: No, Costs are covered by the developer per the terms of the DA
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council approve the purchase contract with MB & MS Enterprises, Inc. for a wastewater easement with temporary construction easement.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

CITY OF MANOR PURCHASE CONTRACT**THE STATE OF TEXAS****COUNTY OF TRAVIS**

THIS CONTRACT WITNESSETH that the undersigned herein called Owner, whether one or more, for good and valuable consideration, the receipt of which is hereby acknowledged agree to grant a Wastewater Easement with a temporary construction easement to the City of Manor, herein called the City, a Texas municipal corporation situated in Travis County, State of Texas, or its assigns, and the City agrees to acquire the permanent and temporary easement property rights for the consideration and subject to the terms herein stated, upon the following describe real property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in **EXHIBIT "A"** attached hereto and made apart hereof for all purposes, to which reference is hereby made for a more particular description of said property.

TOTAL PRICE: \$20,000.00 shall be paid by the City for the easement property rights to such property, and for which no lien or encumbrance expressed or implied, is retained.

Owner agrees to convey to the City easement property rights to the above-described property for the consideration herein stated, or whatever interest therein found to be owned by the Owner for a proportionate part of the above consideration.

Owner at closing shall deliver to the City a duly executed and acknowledged Wastewater Easement in the form and substance as the attached instrument shown as **EXHIBIT "B"**.

Owner and the City will finalize the transaction by closing on or before thirty (30) days after the City is tendered an original release or subordination of any liens, which date is hereinafter referred to as the closing date. This date may be extended upon agreement by the Owner and City. Should the closing documents not be ready or any other incident which reasonably delays the closing, the parties shall close at the first available date for closing.

Owner hereby agrees to comply with the terms of this contract and agrees that the Wastewater Easement to the above-described property shall be effective at the time of closing.

The City agrees to prepare the Wastewater Easement for the above-described property at no expense to the Owner.

The City agrees to pay to Owner, upon delivery of the properly executed Wastewater Easement instrument, the above-stated amount or the proportionate part of that price for whatever interest owner may have. The validity of this contract is contingent upon City Management approval.

This agreement supersedes any and all other agreements, either oral or in writing, between the Owner and the City hereto with respect to said matter. The parties have agreed to additional provisions attached as **EXHIBITS "C", "C-1", "C-2" and "C-3"**.

Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Owner and the City agree that said permanent and temporary easement rights are being conveyed to the City of Manor under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

TO BE EFFECTIVE ON THE LAST DATE INDICATED BELOW:

**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: _____

By: _____
Dr. Larry Wallace, Jr., Mayor

SELLERS:

**MB & MS Enterprises, Inc.
a Texas corporation**

Date: _____

By: _____

Title: _____

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 13
TCAD No.: 236978

JOINDER BY TENANT

The undersigned owner of certain leasehold interests in the property described in the attached **EXHIBIT "A"** consents to the conveyance of said property to the City of Manor as set out in the foregoing contract.

EXECUTED THIS _____ day of _____, 2020.

Print Leaseholder's Name

By: _____
(Signature)

Print Name:

Address:

Phone No.: (_____) _____

If there are no leasehold interests, written or verbal, please sign here.

Seller

Date



EXHIBIT "A"

Page 1 of 3

0.526 AC. WASTEWATER EASEMENT
 0.352 AC. TEMPORARY CONSTRUCTION EASEMENT
 MB&MS ENTERPRISES, INC.

DESCRIPTION OF TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 22.682 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO MB&MS ENTERPRISE, INC. IN DOCUMENT NO. 2005187865, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

0.526 AC. WASTEWATER EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 1, Unicorn Equestrian Center Subdivision, a subdivision of record in Document No. 200100239, Official Public Records of Travis County, Texas and said 22.682 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE with the southerly line of said U.S. Highway 290 and the northerly line of said 22.682 Acre Tract, the following three (3) courses:

1. N86°28'03"E, passing at a distance of 343.66 feet, an iron rod with All Star Cap found and continuing for a total distance of 495.80 feet to a calculated point, from which a Type 1 TXDOT monument found, bears S26°18'28"E, a distance of 1.89 feet;
2. S83°46'43"E, a distance of 102.04 feet to an iron rod with Forrest Cap found;
3. N86°47'44"E, a distance of 163.75 feet to an iron rod with All Star Cap found at the common northerly corner of a 22.78 acre tract, described in a deed of record to Krantz Properties, LLC in Document No. 2008155343 Official Public Records of Travis County, Texas and said 22.682 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 32.76 feet to a calculated point, for the southeasterly corner of the herein described tract;

THENCE over and across said 22.682 Acre Tract, the following three (3) courses:

1. S86°47'44"W, a distance of 153.07 feet to a calculated point;
2. N83°46'43"W, a distance of 101.95 feet to a calculated point;
3. S86°28'03"W, a distance of 510.14 feet to a calculated point in the common line of said 22.682 Acre Tract and said Lot 1;

THENCE N25°51'54"E, with the common line of said 22.682 Acre Tract and said Lot 1, a distance of 34.43 feet to the **POINT OF BEGINNING**, containing an area of **0.526 ACRES OF LAND MORE OR LESS**.

1805 Ouida Drive, Austin, TX 78728
 Phone (512)267-7430 • Fax (512)836-8385

Page 1 of 2



EXHIBIT "A"

Page 2 of 3

0.352 AC. TEMPORARY CONSTRUCTION EASEMENT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the southerly line of U.S. Highway 290 (R.O.W. varies), at the common northerly corner of Lot 1, Unicorn Equestrian Center Subdivision, a subdivision of record in Document No. 200100239, Official Public Records of Travis County, Texas and said 22.682 Acre Tract, from which an iron rod with All Star Cap found in the southerly line of said U.S. Highway 290 and the northerly line of said 22.682 Acre Tract, bears N86°28'03"E, a distance of 343.66 feet;

THENCE S25°51'54"W, with the common line of said 22.682 Acre Tract and said Lot 1, a distance of 34.43 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 22.682 Acre Tract, the following three (3) courses:

1. N86°28'03"E, a distance of 510.14 feet to a calculated point;
2. S83°46'43"E, a distance of 101.95 feet to a calculated point;
3. N86°47'44"E, a distance of 153.07 feet to a calculated point in the common line of a 22.78 acre tract, described in a deed of record to Krantz Properties, LLC in Document No. 2008155343 Official Public Records of Travis County, Texas and said 22.682 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE S20°28'06"W, with the common line of said 22.78 Acre Tract and said 22.682 Acre Tract, a distance of 21.84 feet to a calculated point, for the southeasterly corner of the herein described tract;

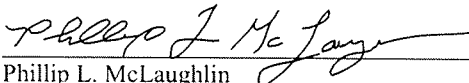
THENCE over and across said 22.682 Acre Tract, the following three (3) courses:

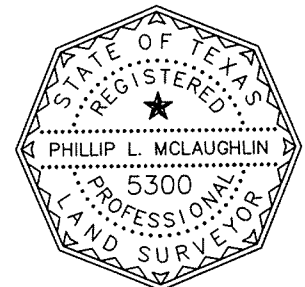
1. S86°47'44"W, a distance of 145.95 feet to a calculated point;
2. N83°46'43"W, a distance of 101.90 feet to a calculated point;
3. S86°28'03"W, a distance of 519.70 feet to a calculated point in the common line of said 22.682 Acre Tract and said Lot 1;

THENCE N25°51'54"E, with the common line of said 22.682 Acre Tract and said Lot 1, a distance of 22.96 feet to the **POINT OF BEGINNING**, containing an area of **0.352 ACRES OF LAND MORE OR LESS**.

Attachments: 11820_GR-WW- ESMT13-EX

Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


 Phillip L. McLaughlin 08-01-19
 Registered Professional Land Surveyor
 State of Texas No. 5300



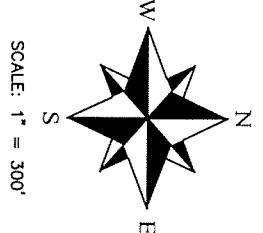
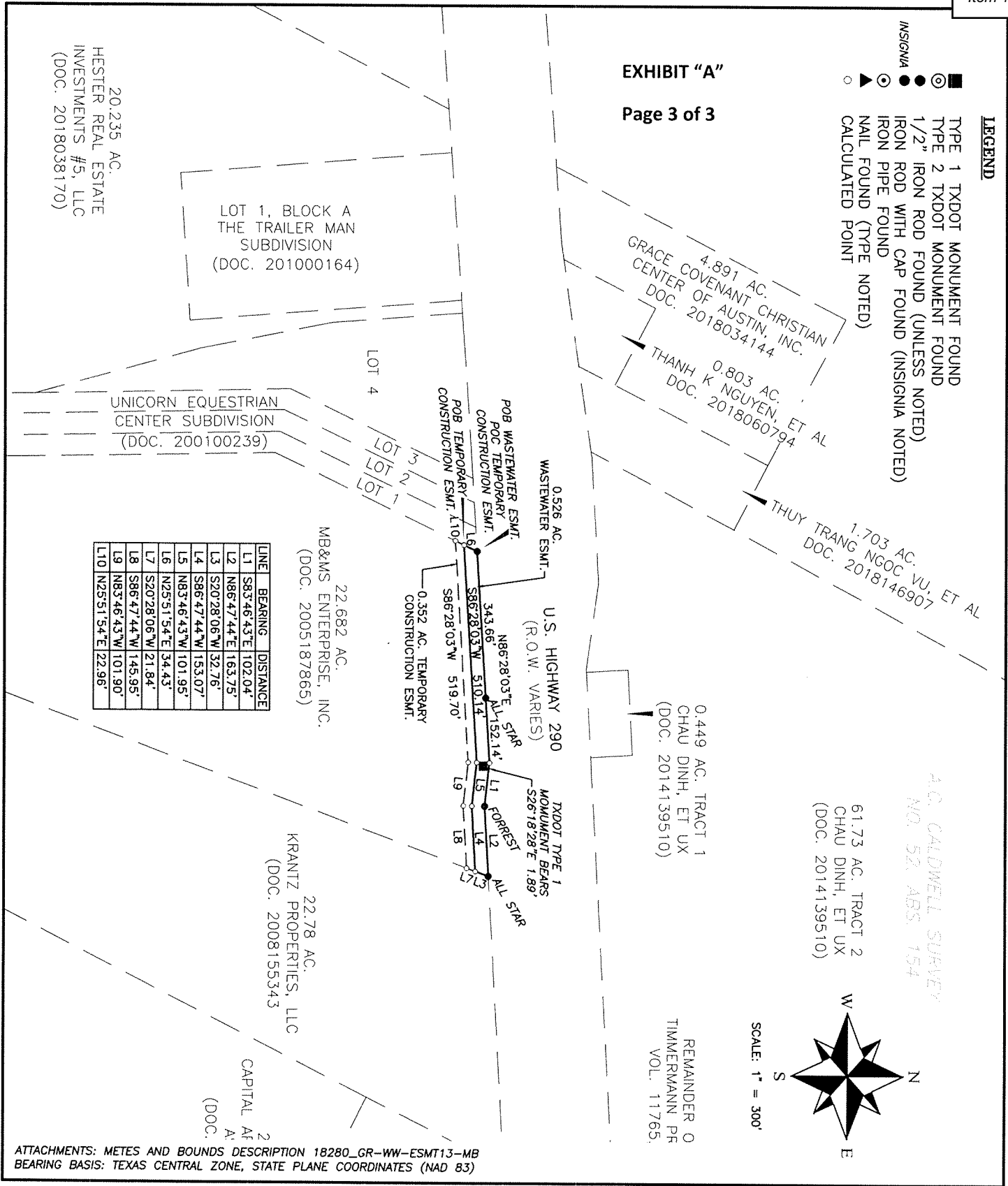
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT "A"

Page 3 of 3

LEGEND

- TYPE 1 TXDOT MONUMENT FOUND
- TYPE 2 TXDOT MONUMENT FOUND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- IRON PIPE FOUND
- NAIL FOUND (TYPE NOTED)
- CALCULATED POINT
- INSIGNIA



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 18280_GR-WW-ESMT13-MB
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	
1	1

EXHIBIT

PLOTTING SCALE: 1" = 300'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 18280
FILE: L:\18280_GR-EASEMENT-BASE
DATE: AUGUST 1, 2019

TWO (2) TRACTS OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, OUT OF THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT 154, BEING PORTIONS OF A 22.682 ACRE TRACT, DESCRIBED IN A DEED OF RECORD TO MB&MS ENTERPRISE, INC. IN DOCUMENT NO. 2005187865, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

G&R SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000

WASTEWATER EASEMENT

COPY

DATE: _____, 2020

GRANTOR: **MB&MS Enterprise, Inc. , a Texas corporation**

GRANTOR'S MAILING ADDRESS (including County):
P.O. Box 82653, Austin, Travis County, Texas 78708-2653

GRANTEE: **CITY OF MANOR**

GRANTEE'S MAILING ADDRESS (including County):
105 E. Eggleston, Manor, Travis County, Texas 78653

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A thirty foot (30') wide wastewater easement, containing 0.526 acres, more or less,
located in Travis County, Texas, said easement being more fully described in
Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and
conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the
purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating
and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced,
relocated and removed structures or improvements reasonably necessary and useful for wastewater
mains, lines and pipes, and the supplying of sanitary sewer or other such utility services in, upon,
under and across the **PROPERTY** (the "Facilities") more fully described in Exhibit "A" attached
hereto (the "Wastewater Easement").

This Wastewater Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

COPY

2. This Wastewater Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.
3. Upon completing construction of the Facilities, Grantee shall restore the ground surface area within the easement to substantially the same condition as it existed on the date Grantee first begins to use and occupy the area within the easement.

TEMPORARY CONSTRUCTION EASEMENT

Grantor also grants to Grantee, its successors and assigns, a temporary work and construction easement for the use by the Grantee, its contractors, subcontractors, agents and engineers, during the design and construction of wastewater lines, piping, pumps, and other facilities necessary for the transmission of wastewater or other utilities (the "Facilities") on, over, and across land and easements owned by Grantee, upon, over and across the following described parcel of land:

A twenty foot (20') wide temporary work and construction easement, containing 0.352 acres, more or less located in Travis County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

together with the right and privilege at any and all times, while this temporary work and construction easement shall remain in effect, to enter the PROPERTY, or any part thereof, for the purpose of making soils tests, and designing and constructing the Facilities, and making connections therewith; and provided further that, upon the completion and acceptance by GRANTEE of the Facilities this temporary work and construction easement shall terminate and expire.

The covenants and terms of this Temporary Construction Easement and Wastewater Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

COPY

GRANTOR:

**MB&MS ENTERPRISE, INC.,
a Texas corporation**

COPY

By: _____
Behzad Bahrami, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2020, by Behzad Bahrami, President of MB&MS Enterprise, Inc., a Texas corporation, in the capacity and on behalf of said company, for the purposes and consideration recited herein.

COPY

COPY

Notary Public, State of Texas
My commission expires: _____

COPY

By: Dr. Larry Wallace, Jr., Mayor

STATE OF TEXAS §

COUNTY OF TRAVIS §

COPY

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this _____ day of _____, 2020, by personally appeared Dr. Larry Wallace, Jr., Mayor of City of Manor, Grantee herein, known to me the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity there in stated.

COPY

Notary Public, State of Texas
My commission expires: _____

Project Name: Cottonwood Creek Wastewater Collection System Improvements
Parcel Nos.: 13
TCAD No.: 236978

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

COPY

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement is a part, pursuant to the Deed of Trust, Security Agreement, Financing Statement dated September 29, 2005, recorded in Document No. 2005187866 of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement and agrees that its lien is subject and subordinate to the Wastewater Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on _____, 201__, by _____ of _____, a _____, on behalf of said _____.

Notary Public - State of _____

AFTER RECORDING RETURN TO:

City of Manor
105 E. Eggleston
Manor, Texas 78653

EXHIBIT "C"

The Owner and the City (collectively "the Parties") agree to the following special provisions:

1. City agrees to provide a commitment to reserve 156 Living Unit Equivalents (LUEs) of wastewater capacity to Owner's 22.72 acre property as more particularly described in Exhibits "C-1", "C-2" and "C-3".
2. City agrees to add one (1) manhole and lower the 12-inch wastewater line two (2') feet to provide a wastewater service connection to Owner's property. The manhole and lowering of the wastewater line are paid by the City as additional consideration for conveying 0.526 acres of wastewater easement and 0.352 acres of temporary construction easement as described in Exhibit "A".
3. The City or its contractors agree to repair any damage to the existing driveway entrance and roadway occasioned by the installation of the wastewater line at no cost to Owner as part of the Cottonwood Creek Wastewater Collection System Project. Any damage to existing driveway entrance and roadway during the project will be restored to a similar or better condition than existed prior to construction of the wastewater line.
4. The 14' x 48' billboard sign located within the 0.352 acre temporary construction easement will not be impacted by the installation of the wastewater line. The City or its contractor will be responsible for any damage to the 14' x 48' billboard sign as a result of the construction of the wastewater line across Owner's property.
5. The above-described terms are conditions of the Owner conveying the property described in Exhibit "A" and survive the closing.

Project: Cottonwood Creek Wastewater Collection System Improvements
Parcel No.: 13
TCAD No.: 236978
Owner Name: MB & MS Enterprises, Inc.

City of Manor Letterhead

November 3, 2020

MB & MS Enterprises, Inc.
Attn: Alex Bahrami
P.O. Box 82653
Austin, Texas 78708-2653

Re: City of Manor Cottonwood Creek Wastewater Collection System
22.72 Acres Served by Cottonwood Creek Wastewater Collection System

Dear Mr. Bahrami:

This letter is a commitment by the City of Manor to provide up to a maximum of 156 LUEs (living unit equivalents) of wastewater service capacity to your property comprised of 22.72 acres as identified on the attached Exhibit "C-2" located at 14719 East US 290, Manor, Texas in exchange for your granting a 0.526 acre Wastewater Easement and 0.352 acre Temporary Construction Easement. The 0.526 acre Wastewater Easement and 0.352 acre Temporary Construction Easement are more fully described in the attached Exhibit "A". The proposed 0.526 acre Wastewater Easement is for the purpose of constructing, maintaining and operating a 12-inch wastewater line which will be available to serve the aforementioned 22.72 acres.

The commitment for wastewater service will be available after construction of the 12-inch wastewater line for a period of 5 years from the date the City places the wastewater line in service. The initial term can be extended for an additional 5 years if written request is made to the City of Manor prior to the end of the initial 5-year period requesting an extension of the commitment for up to a maximum of 156 living unit equivalents of wastewater service capacity reservation for the 22.72 acre tract. The 22.72 acre tract may be eligible for additional LUEs provided capacity is available and the need requiring the additional LUEs is associated with an approved site development plan.

This provision of wastewater service is contingent upon payment of all applicable fees including but not limited to tap fees and impact fees, acceptance of all constructed facilities, as well as compliance with all applicable Federal, State, and City laws, Ordinances, policies, requirements and procedures. MB & MS Enterprises, Inc. will be required to design and construct all of the internal site wastewater facilities required to accommodate all proposed development on the 22.72 acres. No further extensions of this service commitment will be granted under this agreement.

City acknowledges an existing sales contract between MB & MS Enterprises, Inc. and EARTC Investments Dos, LLC conveying 10.0 acres out of the 22.72 acre tract. The location of the 10.0 acre tract is generally depicted on Exhibit "C-3". City accepts that the reservation of capacity of 25 LUEs out of the total 156 LUEs commitment capacity is transferable to EARTC Investments Dos, LLC. The commitment capacity is transferable to subsequent owners of the 22.72 acres provided notice of such transfer is provided to the City not less than thirty (30) days prior to any

Page 2 of 2

transfer of the property. The LUE capacity is not transferable to any other property. An LUE is equivalent to the utility use of a single- family dwelling or the capacity of a standard 5/8" x 3/4" water meter as defined within the City's Community Impact Fee Ordinance, and as may be amended from time to time.

Sincerely,

Thomas M. Bolt
City Manager

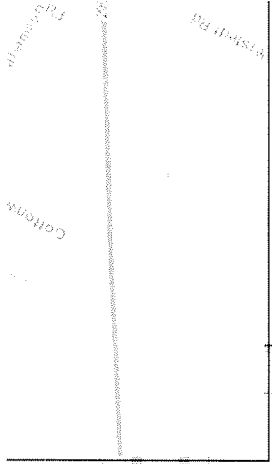


EXHIBIT "C-2"

14719 East US Highway 290, Manor, Texas 78653

TCAD Parcel ID No. 236978 – MS & MB Enterprises, Inc.

22.72 acres, A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas



EXHIBIT "C-3"

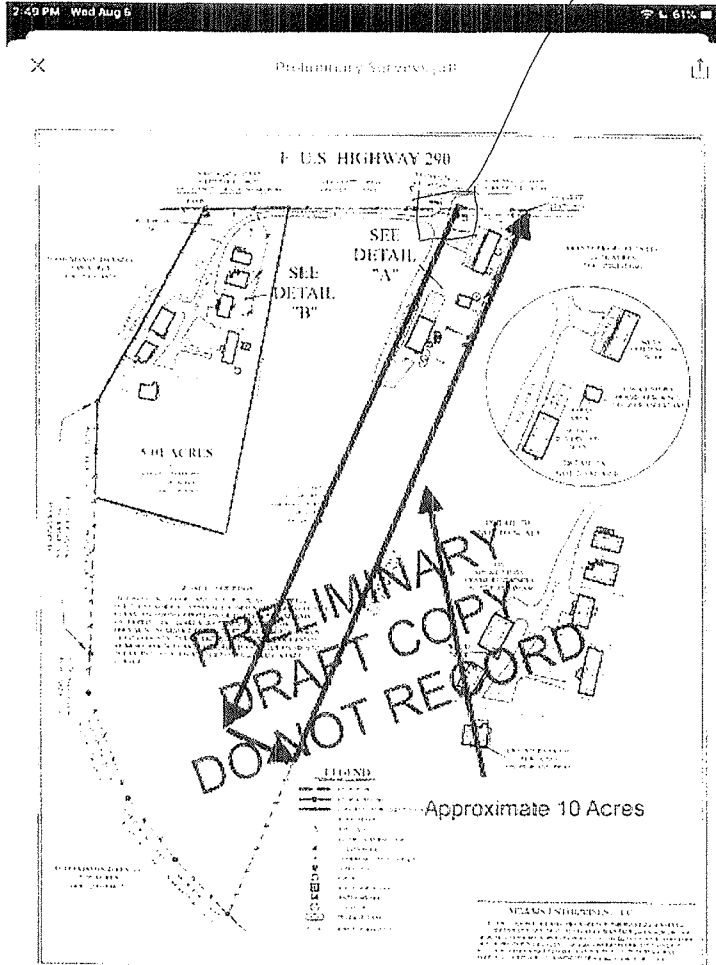
Approximate 10 acres

14719 East US Highway 290, Manor, Texas 78653

TCAD Parcel ID No. 236978

22.72 acres, A. C. Caldwell Survey No. 52, Abstract 154, Travis County, Texas

Driveway Easement



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award of a construction contract for the Cottonwood Creek Wastewater Treatment Plant Improvements Project to Excel Construction Services, LLC in the amount of \$5,119,897.50.

BACKGROUND/SUMMARY:

The project includes the construction of a new lift station and wastewater treatment plant to serve new development within the Cottonwood Creek and Cottonwood Creek Tributary Basins.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No, the project is being funded through a development agreement
PRESENTATION: Yes
ATTACHMENTS: Yes

- Engineer’s Letter of Recommendation
- Bid Tabulation

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council that the contract be awarded to Excel Construction Services, LLC.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

November 10, 2020

Honorable Dr. Larry Wallace Jr., Mayor
City of Manor
P.O. Box 387
Manor, TX 78653

Re: Cottonwood Creek Wastewater Treatment Plant Improvements
Letter of Award Recommendation

Dear Mayor Wallace:

Bids were publicly opened and read on November 9, 2020 for the above referenced project. As reflected on the attached Bid Tabulation, two (2) bids were received. The lowest, responsive, responsible bidder is Excel Construction Services, LLC. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation, and verification of contractor references, we hereby recommend the City award a construction contract to Excel Construction Services, LLC in the amount of \$5,119,897.50 for all Base Bid work, with final amounts dependent on actual installed quantities. Per the terms of a development agreement, fiscal posting will be placed with the City prior to execution of the construction contract. The amount bid is within the project budget amount.

We have prepared a Notice of Award and Agreement for signature by you in the event the City Council votes to follow this recommendation. Once fiscal posting is made, the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within three hundred (300) calendar days, excluding any justified delays.

Please let us know if you have any questions in this regard.

Sincerely,



Frank T. Phelan, P.E.

FTP/s

Attachment

PN: 14621.00

BID TABULATION

Bid Date: 11/9/2020

Project: Cottonwood Creek Wastewater Treatment Plant Improvements

Owner: City of Manor, Texas

Engineer: Jay Engineering a Division of GBA

Checked By: Frank T. Phelan, P.E.

Bid Item	1	2	3	4	5	6	7	8	9	10	11	12
Description	SILT FENCE	ROCK BERM	RESTORATION & REVEGETATION, INC. TEMPORARY IRRIGATION	STABILIZED CONSTRUCTION ENTRANCE	CONCRETE WASHOUT AREA	SWPPP	CLEAR & GRUB ROAD	EXCAVATION	EMBANKMENT	CONNECTION TO EXISTING WATER LINE	SINGLE SERVICE CONNECTION W/ METER BOX BY M.W.S.C.	1" PRESSURE REDUCING VALVE W/ BOX
Quantity	4,342	129	55,535	1	1	1	1.1	2,701	1,860	1	1	1
Unit	LF	LF	SY	EA	EA	LS	AC	CY	CY	EA	EA	EA
Bidder												
Excel Construction Services, LLC 1202 Leander Drive Leander, TX 78641	Unit Price	\$2.50	\$10.00	\$0.10	\$2,000.00	\$1,000.00	\$1,500.00	\$7,500.00	\$2.00	\$2.00	\$2,000.00	\$1,000.00
	Item Cost	\$10,855.00	\$1,290.00	\$5,553.50	\$2,000.00	\$1,000.00	\$1,500.00	\$8,250.00	\$5,402.00	\$3,720.00	\$2,000.00	\$1,000.00
Keystone Construction P.O. Box 90398 Austin, TX 78709	Unit Price	\$3.00	\$15.00	\$0.70	\$3,000.00	\$1,000.00	\$25,000.00	\$10,000.00	\$20.00	\$70.00	\$5,000.00	\$5,000.00
	Item Cost	\$13,026.00	\$1,935.00	\$38,874.50	\$3,000.00	\$1,000.00	\$25,000.00	\$11,000.00	\$54,020.00	\$130,200.00	\$5,000.00	\$5,000.00
	Unit Price											
	Item Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Arithmetic Error Corrected

BID TABULATION

Bid Date: 11/9/2020

Project: Cottonwood Creek Wastewater Treatment Plant Improvements

Owner: City of Manor, Texas

Engineer: Jay Engineering a Division of GBA

Checked By: Frank T. Phelan, P.E.

	13	14	15	16	17	18	19	20	21	22	23	24	25
	1" PVC SERVICE LINE	TESTING	CONNECTION TO EXISTING WASTEWATER LINE	8" SDR-26 WW LINE (0-8') DEPTH	8" D.I. WW LINE	12" SDR-26 WW LINE (0-8') DEPTH	18" SDR-26 WW LINE (0-8') DEPTH	18" BAFFLED HEADWALL	24" ROCK RIP-RAP	21" SDR-26 WW LINE (26-30') DEPTH	21" CAP/PLUG	CONCRETE TRENCH CAP	4' WW MANHOLE (0-10') STANDARD DEPTH W/ COATING
	2,002	2,002	1	133	125	970	483	1	13	20	1	180	4
Bidder	LF	LF	EA	LF	LF	LF	LF	EA	SY	LF	EA	LF	EA
Excel Construction Services, LLC 1202 Leander Drive Leander, TX 78641	\$20.00 \$40,040.00	\$2.00 \$4,004.00	\$0.00	\$0.00	\$0.00	\$92.00 \$89,240.00	\$115.00 \$55,545.00	\$14,000.00 \$14,000.00	\$415.00 \$5,395.00	\$890.00 \$17,800.00	\$3,200.00 \$3,200.00	\$56.00 \$10,080.00	\$9,500.00 \$38,000.00
Keystone Construction P.O. Box 90398 Austin, TX 78709	\$20.00 \$40,040.00	\$1.00 \$2,002.00	\$10,000.00 \$10,000.00	\$100.00 \$13,300.00	\$100.00 \$12,500.00	\$130.00 \$126,100.00	\$150.00 \$72,450.00	\$10,000.00 \$10,000.00	\$100.00 \$1,300.00	\$500.00 \$10,000.00	\$1,000.00 \$1,000.00	\$70.00 \$12,600.00	\$10,000.00 \$40,000.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Arithmetic Error Corrected

BID TABULATION

Bid Date: 11/9/2020

Project: Cottonwood Creek Wastewater Treatment Plant Improvements

Owner: City of Manor, Texas

Engineer: Jay Engineering a Division of GBA

Checked By: Frank T. Phelan, P.E.

	26	27	28	29	30	31	32	33	34	35	36	37	38
	EXTRA VERTICAL FEET MANHOLE (ABOVE 10') W/ COATING	TRENCH SAFETY PROGRAM	TESTING	12" PVC C900 DR 14	12" CONCRETE SLOPED HEADWALL	EMBANKMENT	DE-WATER POND, EXCAVATE/RE MOVE SLUDGE, EXCAVATE 24" DEEP AND INSTALL 24" THICK LAYER OF CLAY SOIL LINER, TESTING	3' X 8' RCB, INCLUDING EXCAVATION & BACKFILL, COMPLETE IN PLACE	INSTALL HEADWALL PER TXDOT DETAIL SW-O FOR CULVERTS (6-3X8 RCBS)	12" GROUTED ROCK RIP-RAP	18" GROUTED ROCK RIP-RAP	2-1/2" H.M.A.C.	12" CRUSHED LIMESTONE BASE
	18	1	1	718	1	672	1	156	1	60	102	4,123	5,250
Bidder	LF	LS	LS	LF	EA	CY	LS	LF	LS	CY	CY	SY	SY
Excel Construction Services, LLC 1202 Leander Drive Leander, TX 78641	\$670.00 \$12,060.00	\$12,000.00 \$12,000.00	\$4,500.00 \$4,500.00	\$85.00 \$61,030.00	\$3,600.00 \$3,600.00	\$10.00 \$6,720.00	\$40,000.00 \$40,000.00	\$750.00 \$117,000.00	\$80,000.00 \$80,000.00	\$375.00 \$22,500.00	\$335.00 \$34,170.00	\$20.00 \$82,460.00	\$11.00 \$57,750.00
Keystone Construction P.O. Box 90398 Austin, TX 78709	\$500.00 \$9,000.00	\$5,000.00 \$5,000.00	\$1,000.00 \$1,000.00	\$100.00 \$71,800.00	\$5,000.00 \$5,000.00	\$70.00 \$47,040.00	\$20,000.00 \$20,000.00	\$600.00 \$93,600.00	\$20,000.00 \$20,000.00	\$200.00 \$12,000.00	\$250.00 \$25,500.00	\$30.00 \$123,690.00	\$35.00 \$183,750.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Arithmetic Error Correcte

BID TABULATION

Bid Date: 11/9/2020

Project: Cottonwood Creek Wastewater Treatment Plant Improvements

Owner: City of Manor, Texas

Engineer: Jay Engineering a Division of GBA

Checked By Frank T. Phelan, P.E.

	39	40	41	42	43	44	45	46	47	
	SUBGRADE PREPARATION	RIBBON CURB	INSTALL 22' WIDE DOUBLE GATE	INSTALL CHAIN-LINK FENCE	PARKING LOT STRIPING (Type 2)	FIRE LANE STRIPING (Type 2)	LIFT STATION INCLUDING FOUNDATIONS, SLABS, WET WELL, VALVE VAULT, PUMPS, VALVES, PIPING, STRUCTURES, ELECTRICAL WORK, CONTROLS, ELECTRICAL SHELTER, LIGHTING, APPURTENANCES, & SITEWORK	SCADA System Allowance	WWTP INCLUDING FOUNDATIONS, SLABS, YARD PIPING, STRUCTURES, ELECTRICAL WORK, CONTROLS, ELECTRICAL SHELTERS, LIGHTING, APPURTENANCES, & SITEWORK	TOTAL
	5,250	4,055	1	1,334	72	5,650	1	1	200,000	
Bidder	SY	LF	LS	LF	LF	LF	LS	LS	GAL	
Excel Construction Services, LLC 1202 Leander Drive Leander, TX 78641	\$10.00	\$9.00	\$6,500.00	\$24.00	\$1.00	\$1.00	\$615,000.00	\$23,000.00	\$17.47	*
	\$52,500.00	\$36,495.00	\$6,500.00	\$32,016.00	\$72.00	\$5,650.00	\$615,000.00	\$23,000.00	\$3,494,000.00	\$5,119,897.50
Keystone Construction P.O. Box 90398 Austin, TX 78709	\$5.00	\$35.00	\$3,000.00	\$30.00	\$2.00	\$2.00	\$1,260,000.00	\$23,000.00	\$13.50	
	\$26,250.00	\$141,925.00	\$3,000.00	\$40,020.00	\$144.00	\$11,300.00	\$1,260,000.00	\$23,000.00	\$2,700,000.00	\$5,467,366.50
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Arithmetic Error Corrected

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an award of a lease contract for the funding of city vehicles and equipment.

BACKGROUND/SUMMARY:

These vehicles were approved on the FY 2020-2021 Budget on September 16, 2020, City Council meeting.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Quote from Government Capital
- Quote from Frost Bank
- Quote from BBVA did not submit

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council award the lease contract to Government Capital Corp. and authorize the City Manager, to execute the contract after legal review.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



GOVERNMENT CAPITAL
CORPORATION

November 6, 2020

Mrs. Lydia Collins
Manor City Hall
512-272-5555
lcollins@cityofmanor.org

Dear Mrs. Collins,

Thank you for the opportunity to present proposed financing for City of Manor. I am submitting for your review the following proposed structure:

ISSUER:	City of Manor, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 362,447.72
TERM:	5 Annual Payments
INTEREST RATE:	1.94%
PAYMENT AMOUNT:	\$ 76,765.92
PAYMENTS BEGINNING:	One year from signing, annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

These costs can include documentation fees, legal fees, issuance expenses, etc. Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Client Services
Main: 817-421-5400



Equipment Leasing & Finance
 111 E. Houston Street, 9th Floor
 San Antonio, TX 78205
 Ph. (210) 220-6850
 Fax (210) 220-6765

November 10, 2020

City of Manor
 Attn: Lydia M. Collins, Director of Finance
 105 E. Eggleston St.
 Manor, TX 78653

MUNICIPAL LEASE-PURCHASE PROPOSAL

Lessee: City of Manor, Texas, ("Lessee")

Lessor: Frost Bank ("Lessor")

Equipment: New equipment acceptable to Lessor. The Equipment is generally described as:

2 Police vehicles with complete outfitting	\$132,841.72
1 Chevy 1500 TRUCK	\$ 30,290.00
2 2021 Chevy 2500HD	\$ 60,580.00
1 2021 Ford F750 2000 gal. water truck	\$ 93,725.00
1 2020 Rubber Tire Roller	<u>\$ 45,011.00</u>
Total	\$ 362,447.72

Commencement Date: On or about November 2020.

Payment Amount: 5 years in Arrears: \$78,826.03

Lessee will make five (5) consecutive annual payments in advance beginning at lease commencement. A single invoice will be furnished on an annual basis. Auto debit is available upon request.

Fixed Rate: 2.86% until December 10, 2020. If the lease commencement is after December 10, 2020, the rate is indexed to a rate equal to the 5 year US Treasury Rate as published by the US Department of Treasury, plus 2.50% per annum (source: <https://www.treasury.gov/resource-center/data-chart-center/interest-rates>) then fixed for the full term. Current 5 year US Treasury (11-6-20) equals .36%. In no event will interest rates fall below 2.75%.

This proposal assumes that the Lessee is Bank Qualified for 2020. If Lessee is not Bank Qualified for this period, the rate will be adjusted by Lessor.

Escrow: An acquisition fund agreement may be used to fully fund purchases of Equipment in advance of receipt. The funds will be deposited with Lessee's depository bank in a Lessee/Lessor controlled account and Lessee will earn any interest, if applicable. After all Lessee-directed fundings, Escrow agent will close the account and credit to Lessee's next due lease payment(s) the outstanding balance in the account, if any.

End of Term: At the end of term, there is no further obligation (fully amortizing).

Fees: An origination fee in the amount of \$250.00 will be payable by Lessee

at lease commencement.

- Net Lease:** *This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are Lessee's responsibility.*
- Authorization:** *Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.*
- Opinion Letter:** *Lessee shall deliver an opinion of counsel acceptable to Lessor covering such matters incident to the lease facility and the lease documents as Lessor may reasonably request.*
- Insurance:** *Lessor requires personal property damage insurance equal to the original cost of the Equipment and to be named as loss payee on such property insurance policy. Also, Lessor requires liability insurance of a combined single limit of \$1,000,000 with Lessor named as additional insured.*
- Warranties:** *Lessor is not a manufacturer of, or dealer in, the Equipment selected by Lessee, and in that regard Lessee acknowledges that the Equipment is of a size, design, capacity, quality, and manufacture selected by Lessee. Lessor does not, and will not, inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the Equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith. Manufacturer's warranties will be transferred to Lessee to the extent permitted by contract and applicable law.*
- Financial Statements:** *Lessee will provide Lessor annual financial statements, including operating figures, during the term of the equipment financing agreement.*
- Costs and Expenses:** *Lessee will be responsible for all costs and expenses incurred by Lessor in connection with documentation and filing fees necessary to close this transaction.*
- Documentation:** *Upon receipt of Lessee's request to lease, and upon its acceptance of same, Lessor will prepare all necessary lease documentation. All documentation will be satisfactory to Lessor and Lessee, and will contain a non-appropriations clause.*
- Proposal Only:** *This proposal is not a commitment to lease; rather, it is intended to be a preliminary outline of possible lease terms only and does not purport to contain all of the terms, conditions, covenants, representations, warranties, and other provisions with respect to the subject lease, which will be contained in definitive lease documentation, if any, and which may differ from those contained herein. Other terms and provisions not contained in this proposal may be considered and/or required by Lessor, in its sole and absolute discretion, prior to final approval of the subject lease facility and the execution of definitive lease documentation, if any, with respect to the subject lease facility, based upon Lessor's due diligence and credit underwriting standards (as determined by Lessor in*

its sole and absolute discretion). Further, Lessor, in its sole and absolute discretion, will decide whether to approve the subject lease facility, commit to the subject lease facility, and enter into definitive lease documentation with respect to the subject lease facility. Final approval of the subject lease facility may be conditioned upon modification or adjustment of the terms contained herein. Neither Lessor nor Lessee will have any liability to the other should either party elect, for any reason, (i) not to proceed forward with respect to the subject lease facility, or (ii) not enter into definitive lease documentation with respect to the subject lease facility. This proposal expires, if not otherwise withdrawn, in 30 days.

Municipal Advisor Disclosure. *The information and materials contained or referenced herein have been prepared by Lessor solely for informational purposes. Neither Lessor, nor its affiliates, nor any of their representatives are recommending any action to you. Lessor is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Lessor is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Lessor.*

Thank you for your consideration and interest in Frost Bank. Please contact me at 210-220-6850 or scott.anderson@frostbank.com with any questions.

Sincerely,

FROST BANK



Scott Anderson
Vice President

c: Ryan Bennett,, Frost Bank

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Lydia Collins
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance adopting the Amended Annual Budget for the City of Manor for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 593
- Exhibit A

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 593 adopting the Amended Annual Budget for the City of Manor for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

ORDINANCE NO. 593

FY 2019-2020 AMENDED ANNUAL BUDGET ORDINANCE

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN AMENDED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND 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 amended 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 2019-2020, and which said proposed amended 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 amended annual budget, a copy of which, along with all supporting schedules, have been filed with the City.

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

Section 1. The proposed amended 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, 2019, and ending September 30, 2020, 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 amended annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

Section 2. 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 amended annual budget document for the fiscal year ending September 30, 2020.

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

Section 4. 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 November 2020.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Larry Wallace Jr., Mayor

ORDINANCE NO. 593

Page 2

EXHIBIT "A"

ANNUAL BUDGET FY2019-2020

PROPOSED Annual Budget

Fiscal Year 2019 - 2020



The budget will raise \$1,653,018 (27.41% 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 \$688,328.83.



Proposed Amended Annual Budget Fiscal Year 2019-20

Original Budget Adopted: 18-Sep-2019
Ordinance Number: 552

Amended Budget Adopted: 20-May-2020
Ordinance Number: 575

Amended Budget Adopted: _____
Ordinance Number: _____

FY 2019-20		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
7,543,304	1,162,311	6,380,993
-	714,517	(714,517)
1,061,408	2,173,983	(1,112,575)
1,417,017	835,725	581,292
40,000	615,460	(575,460)
717,950	670,572	47,378
269,279	4,163,050	(3,893,771)
-	598,073	(598,073)
-	162,827	(162,827)
-	-	-
-	-	-
11,048,958	11,096,518	(47,560)

30-Sep-20		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
7,050,830	493,654	6,557,176
0	379,639	(379,639)
650,244	1,042,921	(392,677)
1,169,774	420,389	749,385
40,000	255,188	(215,188)
481,610	443,824	37,786
163,641	2,573,529	(2,409,888)
-	300,090	(300,090)
-	65,985	(65,985)
-	-	-
-	-	-
9,556,099	5,975,219	3,580,880

FY 2019-20		
BUDGET REVENUES	BUDGET EXPENSES	NET
8,146,336	1,042,840	7,103,496
-	664,325	(664,325)
1,235,595	2,181,170	(945,575)
2,916,870	774,111	2,142,759
40,000	499,753	(459,753)
698,921	640,358	58,563
232,770	4,028,765	(3,795,995)
-	557,545	(557,545)
-	109,520	(109,520)
-	-	-
-	-	-
13,270,492	10,498,387	2,772,105

FUND BALANCES	
ESTIMATED 30-Sep-19	PROJECTED 30-Sep-20
-	-

GENERAL FUND

ADMINISTRATION	8,146,336	1,042,840	7,103,496
FINANCE DEPT.	-	664,325	(664,325)
STREET DEPT.	1,235,595	2,181,170	(945,575)
DEVELOPMENT SERVICES	2,916,870	774,111	2,142,759
PARKS	40,000	499,753	(459,753)
MUNICIPAL COURT	698,921	640,358	58,563
POLICE DEPT.	232,770	4,028,765	(3,795,995)
IT DEPT.	-	557,545	(557,545)
COMMUNITY DEV	-	109,520	(109,520)

TRANSFERS

GENERAL FUND TOTALS	13,270,492	10,498,387	2,772,105
---------------------	------------	------------	-----------

UTILITY FUND

PUBLIC WORKS	0	440,730	(440,730)
WATER	2,954,411	2,631,483	322,928
WASTEWATER	2,453,542	1,206,499	1,247,043
TRANSFERS	-	-	-
UTILITY FUND TOTALS	5,407,953	4,278,712	1,129,241

TOTAL POOLED FUNDS

TOTAL POOLED FUNDS	18,678,445	14,777,099	3,901,346
--------------------	------------	------------	-----------

TOTAL DEBT SERVICE

TOTAL DEBT SERVICE	2,207,164	2,186,096	21,068
--------------------	-----------	-----------	--------

RESTRICTED FUNDS

COURT TECH FUND	10,384	34,160	(23,777)
COURT BLDG SEC FUND	9,398	1,852	7,547
PID FEES	-	-	-
HOTEL OCCUPANCY	41,175	11,345	29,830
CAPT IMPACT-WATER	563,496	192,557	370,939
CAPT IMPACT-WW	2,633,022	51,326	2,581,696
PARK FUNDS	-	-	-
BOND FUNDS	15,293,961	13,028,257	2,265,704
RESTRICTED FUND TOTALS	18,551,436	13,319,497	5,231,939

GRAND TOTALS

GRAND TOTALS	39,437,045	30,282,692	9,154,353
--------------	------------	------------	-----------

0	430,165	(430,165)
2,089,796	2,393,535	(303,739)
1,741,838	1,186,889	554,949
-	-	-
3,831,634	4,010,589	(178,955)

0	355,109	(355,109)
1,993,102	1,597,920	395,182
1,868,140	938,202	929,938
-	-	-
3,861,242	2,891,231	970,011

14,880,592	15,107,107	(226,515)
------------	------------	-----------

13,417,341	8,866,450	4,550,891
------------	-----------	-----------

2,207,164	2,186,096	21,068
-----------	-----------	--------

2,207,164	2,186,096	21,068
-----------	-----------	--------

12,000	36,300	(24,300)
8,600	1,900	6,700
-	-	-
33,225	46,345	(13,120)
346,920	27,453	319,467
755,977	49,000	706,977
-	-	-
15,293,961	10,000,000	5,293,961
16,450,683	10,160,998	6,289,685

7,693	18,577	(10,884)
6,627	1,852	4,775
-	-	-
33,225	46,345	(13,120)
234,716	27,453	207,263
864,000	373,382	490,618
-	-	-
15,293,961	13,028,257	2,265,704
16,440,222	13,495,866	2,944,356

33,538,439	27,454,201	6,084,238
------------	------------	-----------

32,064,727	24,548,412	7,516,315
------------	------------	-----------

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. Revenues and payments are limited either by state law or local ordinance.



**Proposed Amended Annual Budget
SUMMARY FOR FISCAL YEAR 2019-20**

Original Budget Adopted: 18-Sep-2019

Ordinance Number: 552

Amended Budget Adopted: 20-May-2020

Ordinance Number: 575

Amended Budget Adopted: _____

Ordinance Number: _____

FUND	Existing FY 2019-2020 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
GENERAL FUND			
ADMINISTRATION			
REVENUES	7,543,304	8,146,336	603,032
EXPENSES	1,162,311	1,042,840	(119,471)
NET	6,380,993	7,103,496	722,503
FINANCE DEPARTMENT			
REVENUES	-	-	-
EXPENSES	714,517	664,325	(50,192)
NET	(714,517)	(664,325)	50,192
STREET DEPARTMENT			
REVENUES	1,061,408	1,235,595	174,187
EXPENSES	2,173,983	2,181,170	7,187
NET	(1,112,575)	(945,575)	167,000
DEVELOPMENT SERVICES			
REVENUES	1,417,017	2,916,870	1,499,853
EXPENSES	835,725	774,111	(61,614)
NET	581,292	2,142,759	1,561,467
PARKS DEPARTMENT			
REVENUES	40,000	40,000	-
EXPENSES	615,460	499,753	115,707
NET	655,460	539,753	115,707
MUNICIPAL COURT			
REVENUES	717,950	698,921	(19,029)
EXPENSES	670,572	640,358	(30,214)
NET	47,378	58,563	11,185
POLICE DEPARTMENT			
REVENUES	269,279	232,770	(36,509)
EXPENSES	4,163,050	4,028,765	(134,285)
NET	(3,893,771)	(3,795,995)	97,776
IT DEPARTMENT			
REVENUES	-	-	-
EXPENSES	598,073	557,545	(40,528)
NET	(598,073)	(557,545)	40,528
COMMUNITY DEV. DEPARTMENT			
REVENUES	-	-	-
EXPENSES	162,827	109,520	(53,307)
NET	(162,827)	(109,520)	53,307
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
GENERAL FUND TOTALS			
REVENUES	11,048,958	13,270,492	2,221,534
EXPENDITURES	10,933,691	10,498,387	(388,589)
NET	115,267	2,772,105	2,610,123

FUND	Existing FY 2019-2020 Amended Budget	PROPOSED FY 2019-20 Municipal Budget	PROPOSED BUDGET DIFFERENCE
UTILITY FUND			
PUBLIC WORKS			
REVENUES	-	-	-
EXPENSES	430,165	440,730	10,565
NET	(430,165)	(440,730)	(10,565)
WATER DEPARTMENT			
REVENUES	2,089,796	2,954,411	864,615
EXPENSES	2,393,535	2,631,483	237,948
NET	(303,739)	322,928	626,667
WASTEWATER DEPARTMENT			
REVENUES	1,741,838	2,453,542	711,704
EXPENSES	1,186,889	1,206,499	19,610
NET	554,949	1,247,043	692,094
TRANSFERS			
REVENUES	-	-	-
EXPENSES	-	-	-
NET	-	-	-
UTILITY FUND TOTALS			
REVENUES	3,831,634	5,407,953	1,576,319
EXPENDITURES	4,010,589	4,278,712	268,123
NET	(178,955)	1,129,241	1,308,196

DEBT SERVICE TOTALS			
REVENUES	2,207,164	2,207,164	-
EXPENDITURES	2,186,096	2,186,096	-
NET	21,068	21,068	-

MUNICIPAL BUDGET TOTALS (exclusive of debt service)			
REVENUES	14,880,592	18,678,445	3,797,853
EXPENDITURES	14,944,280	14,777,099	(120,466)
NET	(63,688)	3,901,346	3,918,319

**-GENERAL FUND
FINANCIAL SUMMARY**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

VENUE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
ADMINISTRATION									
EXPENSES	7,176,300	7,176,300	7,276,885	7,881,845	108.3	(604,960)	11,166,209	7,881,846	604,961
SCCELLANEOUS	56,000	56,000	56,000	38,965	69.6	17,035	55,201	38,965	(17,035)
PERMITS/LICENSES	5,590	5,590	6,290	4,000	63.6	2,290	5,667	4,000	(2,290)
OTHER	204,100	204,100	204,129	221,525	108.5	(17,396)	313,835	221,525	17,396
TOTAL ADMINISTRATION	7,441,990	7,441,990	7,543,304	8,146,335	108.0	(603,031)	11,540,912	8,146,336	603,032
STREET									
SCCELLANEOUS	137,500	137,500	137,500	84,851	61.7	52,649	120,208	84,500	(53,000)
INITIATION CHARGES	923,908	923,908	923,908	1,151,096	124.6	(227,188)	1,630,757	1,151,095	227,187
TOTAL STREET	1,061,408	1,061,408	1,061,408	1,235,946	116.4	(174,538)	1,750,965	1,235,595	174,187
DEVELOPMENT SERVICES									
SCCELLANEOUS	25,000	25,000	25,000	38,779	155.1	(13,779)	49,478	38,779	13,779
PERMITS/LICENSES	1,261,288	1,261,288	1,392,017	2,878,092	206.8	(1,486,075)	4,077,392	2,878,091	1,486,074
TOTAL DEVELOPMENT SERVICES	1,286,288	1,286,288	1,417,017	2,916,871	205.8	(1,499,854)	4,126,871	2,916,870	1,499,853
PARKS/RECREATION									
SCCELLANEOUS	40,000	40,000	40,000	40,000	100	0	56,668	40,000	0
TOTAL PARKS/RECREATION	40,000	40,000	40,000	40,000	100	0	56,668	40,000	0
COURT									
SCCELLANEOUS	6,500	6,500	6,500	4,634	71.3	1,866	6,565	4,634	(1,866)
COURT FEES	710,600	710,600	711,450	694,287	97.6	17,163	977,472	694,287	(17,163)
TOTAL COURT	717,100	717,100	717,950	698,921	97.3	19,029	984,037	698,921	(19,029)
POLICE									
SCCELLANEOUS	208,524	208,524	211,644	173,615	82.0	38,029	245,960	173,616	(38,028)
POLICE CHARGES/FEES	56,360	56,360	57,635	59,154	102.6	(1,519)	83,803	59,154	1,519
TOTAL POLICE	264,884	264,884	269,279	232,768	86.4	36,511	329,763	232,770	(36,509)
TOTAL REVENUES	10,811,670	10,811,670	11,048,958	13,270,841	120.1	(2,221,883)	18,732,548	13,270,492	2,221,534

**-GENERAL FUND
FINANCIAL SUMMARY**

AMENDED BUDGET WORKSHEETS

FY 2019-20

EXPENDITURE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
ADMINISTRATION									
PERSONNEL	521,553	521,553	507,144	448,038	88.3	59,106	634,736	448,039	(59,105)
OPERATING	157,514	157,514	158,694	133,897	84.4	24,797	189,692	158,898	204
PAIRS & MAINTENANCE	44,000	44,000	44,000	15,297	34.8	28,703	21,672	15,298	(28,702)
CONTRACTED SERVICES	406,175	406,175	414,423	420,606	101.5	(6,183)	595,873	420,605	6,182
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
TOTAL ADMINISTRATION	1,129,242	1,129,242	1,124,261	1,017,838	90.5	106,423	1,441,971	1,042,840	(81,421)
FINANCE									
PERSONNEL	542,663	542,663	542,063	480,974	88.7	61,089	681,396	480,974	(61,089)
OPERATING	115,964	115,964	116,104	140,746	121.2	(24,642)	199,395	140,777	24,673
PAIRS & MAINTENANCE	850	850	2,050	1,880	91.7	170	2,656	1,879	(171)
CONTRACTED SERVICES	54,300	54,300	54,300	40,695	74.9	13,605	57,653	40,695	(13,605)
DEBT PAYMENTS	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	-	0
TOTAL FINANCE	713,777	713,777	714,517	664,295	93.0	50,222	941,100	664,325	(50,192)
STREET									
PERSONNEL	397,446	397,446	320,790	285,279	88.9	35,511	404,154	285,280	(35,510)
OPERATING	192,605	192,605	193,195	150,073	77.7	43,122	212,425	150,073	(43,122)
PAIRS & MAINTENANCE	51,500	51,500	53,400	52,379	98.1	1,021	74,205	52,378	(1,022)
CONTRACTED SERVICES	1,310,000	1,310,000	1,509,000	1,617,956	107.2	(108,956)	2,292,158	1,617,956	108,956
DEBT PAYMENTS	61,597	61,597	61,597	36,349	59.0	25,248	51,495	36,349	(25,248)
GRANT EXPENDITURES	(2)	(1)	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	11,000	11,000	11,000	4,450	40.5	6,550	6,304	4,449	(6,551)
CAPITAL OUTLAY > \$5K	25,000	25,000	25,000	34,685	138.7	(9,685)	49,138	34,685	9,685
TOTAL STREET	2,049,146	2,049,147	2,173,982	2,181,169	100.3	(7,187)	3,089,880	2,181,170	7,188

DEVELOPMENT SERVICES

PERSONNEL	386,651	386,651	417,115	395,898	94.9	21,217	18,025	395,900	(21,215)
OPERATING	81,231	81,231	94,611	93,410	98.7	1,201	0	93,412	(1,199)
PAIRS & MAINTENANCE	3,000	3,000	3,000	2,970	99.0	30	5,722	2,970	(30)
CONTRACTED SERVICES	283,200	283,200	321,000	281,904	87.8	39,096	0	281,829	(39,171)
BT PAYMENTS	0	0	0	0	0.0	0	0	-	0
TOTAL DEVELOPMENT SERVICES	754,082	754,082	835,726	774,183	92.6	61,543	23,747	774,111	(61,615)

PARKS

PERSONNEL	395,889	395,889	401,090	294,683	73.5	106,407	417,477	294,683	(106,407)
OPERATING	34,600	34,600	34,850	12,789	36.7	22,061	18,025	12,790	0
PAIRS & MAINTENANCE	129,000	129,000	129,000	156,025	120.9	(27,025)	221,041	156,025	0
CONTRACTED SERVICES				1,238					
BT PAYMENTS	28,200	28,200	28,200	24,517	86.9	3,683	34,734	24,517	(184)
EQUIPMENT EXPENDITURES	0	0	0	0	0.0	0	0	-	0
CAPITAL OUTLAY < \$5K	9,600	9,600	9,100	4,039	44.4	5,061	5,722	4,038	(73)
CAPITAL OUTLAY > \$5K	12,000	12,000	12,000	7,700	64.2	4,300	10,909	7,700	240
TOTAL PARKS	609,289	609,289	614,240	500,991	426.6	114,487	707,907	499,753	(106,424)

COURT

PERSONNEL	297,207	297,207	312,700	260,631	83.3	52,069	369,236	260,794	(51,906)
OPERATING	48,245	48,245	51,445	46,658	90.7	4,787	66,099	46,658	(4,787)
CONTRACTED SERVICES	277,500	277,500	291,500	332,342	114.0	(40,842)	470,829	332,343	40,843
CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	563	34.7	1,058	797	563	(1,057)
CAPITAL OUTLAY > \$5K	46,000	46,000	13,307	0	0.0	13,307	0	-	(13,307)
TOTAL COURT	670,572	670,572	670,572	640,193	95.5	30,379	906,961	640,358	(30,214)

POLICE

PERSONNEL	3,003,064	3,003,064	3,051,154	2,882,490	94.5	168,664	4,083,624	2,882,490	(168,664)
OPERATING	311,583	311,583	308,584	276,512	89.6	32,072	391,734	276,513	(32,071)
REPAIRS & MAINTENANCE	94,000	94,000	172,026	176,540	102.6	(4,514)	250,104	176,540	4,514
CONTRACTED SERVICES	224,316	224,316	224,316	214,310	95.5	10,006	303,613	214,310	(10,006)
DEBT PAYMENTS	279,000	279,000	355,000	287,957	81.1	67,043	407,948	287,957	(67,043)
CAPITAL OUTLAY < \$5K	9,500	9,500	6,000	24,934	415.6	(18,934)	35,324	16,937	10,937
CAPITAL OUTLAY > \$5K	49,470	49,470	83,470	176,216	211.1	(92,746)	245,878	174,018	90,548
TOTAL POLICE	3,970,933	3,970,933	4,200,550	4,038,959	96.2	161,591	5,718,225	4,028,765	(171,785)

INFORMATION TECHNOLOGY (I.T.)

PERSONNEL	142,085	142,085	142,085	142,167	100.1	(82)	201,409	142,170	85
OPERATING	149,852	149,852	149,852	138,620	92.5	11,232	0	138,626	(11,226)
REPAIRS & MAINTENANCE	6,085	6,085	6,085	2,283	37.5	3,802	0	2,285	(3,800)
CONTRACTED SERVICES	155,000	155,000	205,050	242,299	118.2	(37,249)	0	242,310	37,260
CAPITAL OUTLAY < \$5K	65,000	65,000	65,000	17,966	27.6	47,034	423	17,966	(47,034)
CAPITAL OUTLAY > \$5K	30,000	30,000	30,000	14,188	47.3	15,812	5,434	14,188	(15,812)
TOTAL I.T.	548,022	548,022	598,072	557,523	93.2	40,549	18,004	557,545	(40,527)

COMMUNITY DEV.

PERSONNEL	101,614	101,614	95,977	88,199	92	7,778	124,952	88,415	(7,562)
OPERATING	66,850	66,850	66,850	21,093	0	0	0	21,105	(45,745)
TOTAL COMMUNITY DEV	168,464	168,464	162,827	109,292	67.1	7,778	124,952	109,520	(53,307)

TOTAL EXPENDITURES	10,613,527	10,613,528	11,094,747	10,484,444	661	443,519	12,121,883	10,498,387	(596,360)
---------------------------	-------------------	-------------------	-------------------	-------------------	------------	----------------	-------------------	-------------------	------------------

REVENUES OVER/(UNDER) EXPENDITURES	198,143	198,142	(45,789)	2,786,397	(2,832,186)	6,610,665	2,772,105	2,817,894
-------------------------------------------	----------------	----------------	-----------------	------------------	--------------------	------------------	------------------	------------------

**10 -GENERAL FUND
REVENUES**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

ADMINISTRATION REVENUES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
TAXES									
10-4100-40-40000 AD VALOREM TAXES - CURRENT	5,516,349	5,516,349	5,516,349	5,493,362	100	22,987	7,782,446	5,493,362	-22,987
10-4100-40-40010 AD VALOREM TAXES - PRIOR	15,000	15,000	53,325	68,362	128	-15,037	96,848	68,362	15,037
10-4100-40-40015 RENDITION PAYMENTS	0	0	0	0	0	0	0	0	0
10-4100-40-40016 VEHICLE DEALER INVENTORY	5,788	5,788	5,788	4,920	85	868	6,970	4,920	-868
10-4100-40-40020 AD VALOREM TAXES P&I	57,750	57,750	57,750	75,585	131	-17,835	107,082	75,585	17,835
10-4100-40-40025 SALES TAX COMPTROLLER	1,046,388	1,046,388	1,046,388	1,592,267	152	-545,879	2,255,764	1,592,267	545,879
10-4100-40-40040 FRANCHISE TAX-ELECTRIC	250,000	250,000	250,000	160,285	64	89,715	227,076	160,285	-89,715
10-4100-40-40043 FRANCHISE TAX-CABLE TE	64,000	64,000	64,000	70,955	111	-6,955	100,521	70,955	6,955
10-4100-40-40044 FRANCHISE PEG TAX - CABLE TV	20,000	20,000	20,000	134,580	673	-114,580	190,660	134,580	114,580
10-4100-40-40045 FRANCHISE TAX-GAS/PROP	30,000	30,000	30,000	23,337	78	6,663	33,062	23,337	-6,663
10-4100-40-40047 FRANCHISE TAX-TELEPHONE	74,000	74,000	74,000	111,346	150	-37,346	157,743	111,346	37,346
10-4100-40-40050 FRANCHISE TAX-SOLID WASTE	82,000	82,000	140,000	127,372	91	12,628	180,448	127,372	-12,628
10-4100-40-40051 SIGN KIOSK FEES	2,825	2,825	5,885	4,200	71	1,685	5,950	4,200	-1,685
10-4100-40-40060 MIXED BEVERAGE TAXES	12,200	12,200	12,200	13,591	111	-1,391	19,254	13,591	1,391
10-4100-40-40061 OPEN RECORD FEES		0	1,200	1,684	140	-484	2,386	1,684	484
TOTAL TAXES	7,176,300	7,176,300	7,276,885	7,881,845	108	-604,960	11,166,209	7,881,846	604,961
MISCELLANEOUS									
10-4100-42-42099 MISCELLANEOUS	56,000	56,000	56,000	38,965	70	17,035	55,201	38,965	-17,035
10-4100-42-42100 GRANTS	0	0	0	0	0	0	0	0	0
10-4100-42-42500 DONATIONS	0	0	0	0	0	0	0	0	0
10-4100-42-48100 UNCLAIMED PROPERTY	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	56,000	56,000	56,000	38,965	70	17,035	55,201	38,965	-17,035
PERMITS/LICENSES									
10-4100-45-42010 PERMITS-PET	440	440	440	250	57	190	354	250	-190
10-4100-45-42020 HEALTH PERMITS	0	0	0	0	0	0	0	0	0
10-4100-45-42040 PERMITS- CITY MISC	150	150	150	0	0	150	0	0	-150
10-4100-45-42050 LICENSES- ALCHOLIC BEV	5,000	5,000	5,700	3,750	66	1,950	5,313	3,750	-1,950
TOTAL PERMITS/LICENSES	5,590	5,590	6,290	4,000	64	2,290	5,667	4,000	-2,290

OTHER									
10-4100-48-42050 NOTARY FEES	100	100	129	129	100	0	183	129	0
10-4100-48-42100 REIMBURSED EXPENSES	0	0	0	0	0	0	0	0	0
10-4100-48-48000 INTEREST INCOME	204,000	204,000	204,000	221,396	109	-17,396	313,652	221,396	17,396
TOTAL OTHER	204,100	204,100	204,129	221,525	109	-17,396	313,835	221,525	17,396

TOTAL ADMINISTRATION REVENUES	7,441,990	7,441,990	7,543,304	8,146,335	108	-603,031	11,540,912	8,146,336	603,032
--------------------------------------	------------------	------------------	------------------	------------------	------------	-----------------	-------------------	------------------	----------------

	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
--	----------------------	----------------------------	----------------------------	----------------------------------	----------------	-------------------	-----------------------	-----------------------------	---------------------------

MISCELLANEOUS									
10-4225-42-42098 CAP METRO BCT	137,500	137,500	137,500	84,500	61	53,000	119,711	84,500	-53,000
10-4225-42-42099 MISCELLANEOUS	0	0	0	351	0	-351	497	0	0
TOTAL MISCELLANEOUS	137,500	137,500	137,500	84,851	62	52,649	120,208	84,500	-53,000

SANITATION CHARGES									
10-4225-44-44010 SOLID WASTE REVENUE	904,000	904,000	904,000	1,135,117	126	-231,117	1,608,121	1,135,117	231,117
10-4225-44-44025 LATE FEES TRASH	19,908	19,908	19,908	15,978	80	3,930	22,636	15,978	-3,930
10-4225-44-44031 ADJUSTMENTS	0	0	0	0	0	0	0	0	0
TOTAL SANITATION CHARGES	923,908	923,908	923,908	1,151,096	125	-227,188	1,630,757	1,151,095	227,187

TOTAL STREET REVENUES	1,061,408	1,061,408	1,061,408	1,235,946	116	-174,538	1,750,965	1,235,595	174,187
------------------------------	------------------	------------------	------------------	------------------	------------	-----------------	------------------	------------------	----------------

	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
--	----------------------	----------------------------	----------------------------	----------------------------------	----------------	-------------------	-----------------------	-----------------------------	---------------------------

MISCELLANEOUS									
10-4300-42-42090 TECHNOLOGY FEES	23,000	23,000	23,000	34,925	152	-11,925	49,478	34,925	11,925
10-4300-42-42091 ONLINE PAYMENT FEE	2,000	2,000	2,000	3,854	193	-1,854	5,460	3,854	1,854
10-4300-42-42092 FILMING PROJECT FEES	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	25,000	25,000	25,000	38,779	155	-13,779	49,478	38,779	13,779

PERMITS/LICENSES

10-4300-45-42040 PERMITS-CITY MISC.	1,000	1,000	11,000	11,000	100	0	15,584	11,000	0
10-4300-45-44095 SIGN PERMITS	1,526	1,526	1,526	2,459	161	-933	3,484	2,460	934
10-4300-45-44096 SITE PLAN	8,271	8,271	9,000	15,025	167	-6,025	21,286	15,025	6,025
10-4300-45-44097 NOTIFICATIONS	3,000	3,000	3,000	5,100	170	-2,100	7,225	5,100	2,100
10-4300-45-45000 DEVELOPER FUNDINGS	0	0	0	0	0	0	0	0	0
10-4300-45-45050 PLAT AND PLAN FEES	53,569	53,569	53,569	55,845	104	-2,276	79,116	55,845	2,276
10-4300-45-45075 BLDG. PLAN REVIEW	100	100	100	0	0	100	0	0	-100
10-4300-45-45076 SUBDIVISION TEST & INSP	200,000	200,000	200,000	625,078	313	-425,078	885,548	625,078	425,078
10-4300-45-45077 ZONING	3,072	3,072	3,072	5,421	176	-2,349	7,681	5,421	2,349
10-4300-45-45100 BUILDING PERMITS	788,150	788,150	788,150	1,424,659	181	-636,509	2,018,315	1,424,659	636,509
10-4300-45-45101 R.O.W. PERMITS	900	900	900	2,250	250	-1,350	3,188	2,250	1,350
10-4300-45-45102 GAMING MACHINES	1,600	1,600	1,600	1,600	100	0	2,267	1,600	0
10-4300-45-45200 BUILDINGS INSPECTION FEES	200,000	200,000	320,000	724,044	226	-404,044	1,025,754	724,044	404,044
10-4300-45-45201 SUBDIV CONSTRUCTION	0	0	0	0	0	0	0	0	0
10-4300-45-45500 PROFESSIONAL DEPOSIT FEES	100	100	100	5,609	5,609	-5,509	7,946	5,609	5,509
TOTAL PERMITS/LICENSES	1,261,288	1,261,288	1,392,017	2,878,092	207	-1,486,075	4,077,392	2,878,091	1,486,074

TOTAL DEVELOPMENT SERVICES REVENUES	1,286,288	1,286,288	1,417,017	2,916,871	206	-1,499,854	4,126,871	2,916,870	1,499,853
--------------------------------------------	------------------	------------------	------------------	------------------	------------	-------------------	------------------	------------------	------------------

PARKS/RECREATION

MISCELLANEOUS

	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PARKS MISCELLANEOUS									
10-4400-42-42101 PARK LAND MAINT PMNTS	40,000	40,000	40,000	40,000	100	0	56,668	40,000	0
TOTAL MISCELLANEOUS	40,000	40,000	40,000	40,000	100	0	56,668	40,000	0

TOTAL PARKS REVENUES	40,000	40,000	40,000	40,000	100	0	56,668	40,000	0
-----------------------------	---------------	---------------	---------------	---------------	------------	----------	---------------	---------------	----------

COURT REVENUES

	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
10-4500-42-42090 ONLINE PAYMENT FEES	6,500	6,500	6,500	4,634	71	1,866	6,565	4,634	-1,866
10-4500-42-42099 TCDC REVENUES	0	0	0	0	0	0	0	0	0
TOTAL MISCELLANEOUS	6,500	6,500	6,500	4,634	71	1,866	6,565	4,634	-1,866

COURT FEES

10-4500-46-46100 COURT TECHNOLOGY FEE	12,000	12,000	12,000	10,384	87	1,616	14,711	10,384	-1,616
10-4500-46-46200 COURT BUILDING SECURITY	8,600	8,600	8,600	9,398	109	-798	13,315	9,398	798
10-4500-46-46300 COURT COSTS EARNED	690,000	690,000	690,000	670,182	97	19,818	949,447	670,182	-19,818
10-4500-46-46301 JUVENILE CASE MGR FUND	0	0	800	4,238	530	-3,438	6,005	4,238	3,438
10-4500-46-46302 JURY FUND	0	0	50	85	169	-35	120	85	35
TOTAL COURT FEES	710,600	710,600	711,450	694,287	98	17,163	977,472	694,287	-17,163

TOTAL COURT REVENUES	717,100	717,100	717,950	698,921	97	19,029	984,037	698,921	-19,029
-----------------------------	----------------	----------------	----------------	----------------	-----------	---------------	----------------	----------------	----------------

	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
POLICE REVENUES									
MISCELLANEOUS									
10-4600-42-41015 GRANT PROCEEDS - POLIC	22,513	22,513	22,513	0	0	22,513	0	0	-22,513
10-4600-42-41016 OVC 2018-V3-GX-0024	57,207	57,207	57,207	18,631	33	38,576	26,394	18,631	-38,576
10-4600-42-41017 VOCA GRANT	91,924	91,924	91,924	104,354	114	-12,430	147,838	104,354	12,430
10-4600-42-42099 MISCELLANEOUS	36,880	36,880	40,000	50,631	127	-10,631	71,728	50,631	10,631
TOTAL MISCELLANEOUS	208,524	208,524	211,644	173,615	82	38,029	245,960	173,616	-38,028
POLICE CHARGES/FEES									
10-4600-47-47000 ASSET SEIZURES	1,000	1,000	1,250	0	0	1,250	0	0	-1,250
10-4600-47-47009 ALARM PERMIT	7,000	7,000	7,000	7,120	102	-120	10,087	7,120	120
10-4600-47-47010 POLICE REPORTS	1,350	1,350	1,350	6	0	1,344	9	6	-1,344
10-4600-47-47011 FINGER PRINTING	100	100	100	100	100	0	142	100	0
10-4600-47-47110 MOTOR VEHICLE DISB	4,500	4,500	4,500	6,314	140	-1,814	8,945	6,314	1,814
10-4600-47-47200 WARRANT AND FTA FEES	2,410	2,410	2,410	108	4	2,302	153	108	-2,302
10-4600-47-47310 IMPOUNDS	10,000	10,000	11,025	16,000	145	-4,975	22,667	16,000	4,975
10-4600-47-47325 AUCTIONS	0	0	0	0	0	0	0	0	0
10-4600-47-47400 POLICE CAR RENTAL INCO	30,000	30,000	30,000	29,506	98	495	41,800	29,506	-494
TOTAL POLICE CHARGES/FEES	56,360	56,360	57,635	59,154	103	-1,519	83,803	59,154	1,519
TOTAL POLICE REVENUES	264,884	264,884	269,279	232,768	86	36,511	329,763	232,770	-36,509
NON-DEPARTMENTAL REVENUES									
OTHER FINANCING SOURCES									
10-4999-41-41050 LOAN PROCEEDS	0	0	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0	0	0	0
TRANSFERS									
10-4999-49-50005 TRANSFERS IN	0	0	0	0	0	0	0	0	0
10-4999-49-50010 TRANSFERS FROM CPF	0	0	0	0	0	0	0	0	0
10-4999-49-59000 TRANSFERS FROM UF	0	0	0	0	0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0	0	0	0	0
TOTAL NON-DEPARTMENTAL REVENUES	0	0	0	0	0	0	0	0	0
TOTAL REVENUES	10,771,670	10,771,670	11,048,958	13,270,841	120	-2,221,883	18,732,548	13,270,492	2,221,534

**10 -GENERAL FUND
DEPARTMENTAL EXPENDITURES**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

ADMINISTRATION EXPENDITURES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
PERSONNEL									
10-5100-50-50010 SALARIES	394,447	394,447	381,640	355,274	93	26,366	503,317	355,274	-26,366
10-5100-50-50075 LONGEVITY	2,500	2,500	2,500	2,500	100	0	3,542	2,500	0
10-5100-50-50200 EMPLOYER PAID TAXES	30,366	30,366	32,248	22,472	70	9,776	31,836	22,472	-9,776
10-5100-50-50255 WORKERS' COMPENSATION	1,300	1,300	1,300	284	22	1,016	402	284	-1,016
10-5100-50-50325 HEALTH INSURANCE	20,516	20,516	20,516	16,985	83	3,531	24,062	16,985	-3,531
10-5100-50-50335 HEALTH ASSISTANCE	260	260	260	221	85	39	313	221	-39
10-5100-50-50410 EMPLOYER RETIREMENT CO	37,078	37,078	33,594	33,805	101	-211	47,891	33,805	211
10-5100-50-50520 EMPLOYEE EDUCATION	7,500	7,500	7,500	5,005	67	2,495	7,091	5,005	-2,495
10-5100-50-50521 COUNCIL EDUCATION	12,886	12,886	12,886	3,082	24	9,804	4,366	3,082	-9,804
10-5100-50-50650 VEHICLE ALLOWANCE	7,500	7,500	7,500	7,477	100	23	10,592	7,477	-23
10-5100-50-50655 CELL PHONE ALLOWANCE	1,200	1,200	1,200	934	78	266	1,324	934	-266
10-5100-50-50700 REIMBURSABLE UNEMPLOYM	6,000	6,000	6,000	0	0	6,000	0	0	-6,000
TOTAL PERSONNEL	521,553	521,553	507,144	448,038	88	59,106	634,736	448,039	-59,105
OPERATING									
10-5100-51-51010 ADVER/NOTIFICATION/PUBLIC HEARIN	4,500	4,500	5,010	12,294	245	-7,284	17,417	12,294	7,284
10-5100-51-51011 PRE-EMPLO SCREENING	50	50	50	0	0	50	0	0	-50
10-5100-51-51012 ADMIN RENT	0	0	0	50	0	-50	71	50	
10-5100-51-51041 EMPLOYEE APPRECIATION	10,000	10,000	10,000	7,130	71	2,870	10,101	7,130	-2,870
10-5100-51-51043 CITY EVENTS	10,000	10,000	0	0	0	0	0	0	0
10-5100-51-51160 ELECTION EXPENSES	6,500	6,500	6,500	7,248	112	-748	10,268	7,248	748
10-5100-51-51335 INSURANCE-PROPERTY, CA	1,700	1,700	3,720	2,113	57	1,607	2,994	2,113	-1,607
10-5100-51-51338 INSURANCE LIABILITY	9,000	9,000	0	0	0	0	0	0	0
10-5100-51-51480 MEETING EXPENSES	1,000	1,000	1,000	845	85	155	1,198	845	-155
10-5100-51-51485 MISCELLANEOUS	25,000	25,000	21,200	24,453	115	-3,253	34,642	24,453	3,253
10-5100-51-51602 PENALTIES & INTEREST	150	150	150	0	0	150	0	0	-150
10-5100-51-51603 PERIODICALS AND PUBLIC	650	650	650	93	14	558	131	93	-557
10-5100-51-51625 POSTAGE/DELIVERY	550	550	2,000	2,067	103	-67	2,928	2,067	67
10-5100-51-51634 EDC BEAUTIFICATION	50,000	50,000	50,000	0	0	50,000	0	0	-50,000
10-5100-51-51635 PROFESSIONAL & MEMBERS	7,500	7,500	7,500	6,871	92	629	9,735	6,871	-629
10-5100-51-51746 SUPPLIES-OFFICE	8,562	8,562	8,562	7,061	82	1,501	10,003	7,061	-1,501
10-5100-51-51747 COVID 19 SUPPLIES		0	20,000	45,925	230	-25,925	65,062	45,925	25,925
10-5100-51-51748 GRANTS FOR SIX PATHWAYS								25,000	25,000
10-5100-51-51780 TRAVEL	7,500	7,500	7,500	1,733	23	5,767	2,455	1,733	-5,767
10-5100-51-51813 UTILITIES-ELECTRIC BLU	9,500	9,500	9,500	10,938	115	-1,438	15,495	10,938	1,438
10-5100-51-51817 UTILITIES-NATURAL GAS	1,352	1,352	1,352	760	56	592	1,077	760	-592
10-5100-51-52110 OFFICE EQUIPMENT LEASE	4,000	4,000	4,000	4,317	108	-317	6,115	4,317	317
TOTAL OPERATING	157,514	157,514	158,694	133,897	84	24,797	189,692	158,898	204
REPAIRS & MAINTENANCE									
10-5100-52-52010 BUILDING REPAIRS & MAI	30,000	30,000	30,000	11,552	39	18,449	16,365	11,552	-18,448
10-5100-52-52012 CLEANING & MAINTENANCE	14,000	14,000	14,000	3,746	27	10,254	5,307	3,746	-10,254
TOTAL REPAIRS & MAINTENANCE	44,000	44,000	44,000	15,297	35	28,703	21,672	15,298	-28,702
CONTRACTED SERVICES									

10-5100-54-51165 ENGINEERING/PLANNING S	85,000	85,000	85,000	65,456	77	19,544	92,732	65,456	-19,544
10-5100-54-51440 LEGAL FEES	65,000	65,000	65,000	59,438	91	5,562	84,206	59,438	-5,562
10-5100-54-51441 JUSTFOIA	2,875	2,875	2,875	2,875	100	0	4,073	2,875	0
10-5100-54-51442 MEETING/AGENDA MANAGEMENT		0	3,800	3,800	100	0	5,383	3,800	0
10-5100-54-51502 SALES TAX REBATE GREENVIEW	170,000	170,000	170,000	186,777	110	-16,777	264,607	186,777	16,777
10-5100-54-51503 AD VALEROM REBATE GREENVIEW	63,000	63,000	67,448	67,448	100	0	95,554	67,448	0
10-5100-54-51590 DOCUMENT STORAGE/DESTRUCTION	1,800	1,800	1,800	664	37	1,136	940	664	-1,136
10-5100-54-51760 TAXING DISTRICT FEES	18,500	18,500	18,500	34,147	185	-15,647	48,376	34,147	15,647
TOTAL CONTRACTED SERVICES	406,175	406,175	414,423	420,606	101	-6,183	595,873	420,605	6,182

TOTAL ADMINISTRATION EXPENDITURES	1,129,242	1,129,242	1,124,261	1,017,838	91	106,423	1,441,971	1,042,840	-81,421
------------------------------------------	------------------	------------------	------------------	------------------	-----------	----------------	------------------	------------------	----------------

FINANCE EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5150-50-50010 SALARIES	419,454	419,454	419,454	371,533	89	47,921	526,351	371,533	-47,921
10-5150-50-50050 OVERTIME	2,452	2,452	2,452	1,593	65	859	2,257	1,593	-859
10-5150-50-50075 LONGEVITY	3,000	3,000	3,000	3,000	100	0	4,250	3,000	0
10-5150-50-50200 EMPLOYER PAID TAXES	27,088	27,088	27,088	28,254	104	-1,166	40,028	28,254	1,166
10-5150-50-50255 WORKERS' COMPENSATION	2,500	2,500	1,900	659	35	1,241	934	659	-1,241
10-5150-50-50325 HEALTH INSURANCE	46,460	46,460	46,460	40,365	87	6,095	57,185	40,365	-6,095
10-5150-50-50335 HEALTH ASSISTANCE	258	258	258	221	86	37	313	221	-37
10-5150-50-50410 EMPLOYER RETIREMENT CO	38,951	38,951	38,951	34,677	89	4,274	49,126	34,677	-4,274
10-5150-50-50520 EMPLOYEE EDUCATION	2,500	2,500	2,500	672	27	1,828	952	672	-1,828
TOTAL PERSONNEL	542,663	542,663	542,063	480,974	89	61,089	681,396	480,974	-61,089

OPERATING

10-5150-51-51010 ADVER/POSTING/PUBLIC HEARING	4,500	4,500	4,500	993	22	3,507	1,407	993	-3,507
10-5150-51-51011 PRE-EMPLOYMENT SCREEN	100	100	100	1	1	99	1	1	-99
10-5150-51-51042 CREDIT CARD MERCHANT SVCS	39,600	39,600	39,600	65,592	166	-25,992	92,924	65,592	25,992
10-5150-51-51080 CASH SHORT & OVER	500	500	500	1,905	381	-1,405	2,699	1,905	1,405
10-5150-51-51335 INSURANCE-PROPERTY, CA	2,650	2,650	2,650	3,300	125	-650	4,675	3,300	650
10-5150-51-51338 INSURANCE LIABILITY	3,404	3,404	3,404	-29	-1	3,433	-41	0	-3,404
10-5150-51-51480 MEETING EXPENSES	500	500	500	15	3	485	21	15	-485
10-5150-51-51485 MISCELLANEOUS	1,250	1,250	1,250	0	0	1,250	0	0	-1,250
10-5150-51-51602 PENALTIES & INTEREST	600	600	600	0	0	600	0	0	-600
10-5150-51-51603 PERIODICALS AND PUBLIC	100	100	100	0	0	100	0	0	-100
10-5150-51-51625 POSTAGE/DELIVERY	48,000	48,000	48,000	58,664	122	-10,664	83,109	58,664	10,664
10-5150-51-51635 PROFESSIONAL & MEMBERS	100	100	240	240	100	0	340	240	0
10-5150-51-51746 SUPPLIES-OFFICE	3,000	3,000	3,000	3,354	112	-354	4,752	3,354	354
10-5150-51-51780 TRAVEL	5,000	5,000	5,000	1,756	35	3,244	2,488	1,756	-3,244
10-5150-51-52110 OFFICE EQUIPMENT LEASE	3,475	3,475	3,475	2,489	72	986	3,526	2,489	-986
10-5150-51-52340 VEHICLE FUEL & OIL	3,185	3,185	3,185	2,468	77	717	3,496	2,468	-717
TOTAL OPERATING	115,964	115,964	116,104	140,746	121	-24,642	199,395	140,777	24,673

REPAIRS & MAINTENANCE

10-5150-52-52000 OFFICE EQUIPMENT REPAI	250	250	250	0	0	250	0	0	-250
10-5150-52-52012 CLEANING & MAINT				5				5	
10-5150-52-52320 VEHICLE REPAIRS & MAINT	600	600	1,800	1,874	104	-74	2,656	1,874	74
TOTAL REPAIRS & MAINTENANCE	850	850	2,050	1,880	92	170	2,656	1,879	-171

CONTRACTED SERVICES

10-5150-54-51000 ACCOUNTING & AUDITING	52,000	52,000	52,000	37,942	73	14,058	53,752	37,942	-14,058
10-5150-54-51440 LEGAL FEES	1,000	1,000	1,000	2,010	201	-1,010	2,848	2,010	1,010
10-5150-54-51590 DOCUMENT STORAGE	1,300	1,300	1,300	743	57	557	1,053	743	-557
TOTAL CONTRACTED SERVICES	54,300	54,300	54,300	40,695	75	13,605	57,653	40,695	-13,605

DEBT PAYMENTS

10-5150-55-52310 VEHICLE LEASE EXPENSE	0	0	0	0	0	7,634	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0	7,634	0	0	0

TOTAL FINANCE EXPENDITURES	713,777	713,777	714,517	664,295	93	50,222	941,100	664,325	-50,192
-----------------------------------	----------------	----------------	----------------	----------------	-----------	---------------	----------------	----------------	----------------

STREET EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5225-50-50010 SALARIES	263,892	263,892	216,451	202,099	93	14,353	286,313	202,099	-14,352
10-5225-50-50011 COVID 19 SALARIES				0	0	0	0	0	0
10-5225-50-50050 OVERTIME	7,917	7,917	7,917	1,650	21	6,267	2,337	1,650	-6,267
10-5225-50-50051 COVID 19 OVERTIME				0	0	0	0	0	
10-5225-50-50075 LONGEVITY	1,800	1,800	2,000	1,900	95	100	2,692	1,900	-100
10-5225-50-50200 EMPLOYER PAID TAXES	20,931	20,931	17,193	15,570	91	1,623	22,058	15,570	-1,623
10-5225-50-50255 WORKERS' COMPENSATION	20,126	20,126	8,500	9,991	118	-1,491	14,154	9,991	1,491
10-5225-50-50325 HEALTH INSURANCE	47,870	47,870	41,031	34,119	83	6,912	48,337	34,119	-6,912
10-5225-50-50335 HEALTH ASSISTANCE	258	258	258	221	86	37	313	221	-37
10-5225-50-50410 EMPLOYER RETIREMENT CO	25,083	25,083	17,597	18,956	108	-1,359	26,854	18,956	1,359
10-5225-50-50520 EMPLOYEE EDUCATION	500	500	774	774	100	0	1,097	774	0
10-5225-50-50700 REIMB UNEMPLOYMENT	9,069	9,069	9,069	0	0	9,069	0	0	-9,069
TOTAL PERSONNEL	397,446	397,446	320,790	285,279	89	35,511	404,154	285,280	-35,510
OPERATING									
10-5225-51-51011 PRE-EMPLOYMENT SCREENING	100	100	200	129	65	71	183	129	-71
10-5225-51-51335 INSURANCE-PROPERTY, CA	1,400	1,400	1,820	1,795	99	25	2,543	1,795	-25
10-5225-51-51338 INSURANCE LIABILITY	2,220	2,220	2,290	2,054	90	236	2,910	2,054	-236
10-5225-51-51610 LICENSES	250	250	250	100	40	150	142	100	-150
10-5225-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	0	-200
10-5225-51-51640 DUES & SUBSCRIPTIONS	100	100	100	0	0	100	0	0	-100
10-5225-51-51740 SUPPLIES CHEMICALS & MAT'LS	74,000	74,000	74,000	23,186	31	50,814	32,848	23,186	-50,814
10-5225-51-51746 SUPPLIES-OFFICE	500	500	500	4	1	496	5	4	-496
10-5225-51-51780 TRAVEL	200	200	200	45	22	155	63	45	-155
10-5225-51-51800 UNIFORMS & ACCESSORIES	3,135	3,135	3,135	3,344	107	-209	4,737	3,344	209
10-5225-51-51813 UTILITIES-ELECTRIC BLU	75,000	75,000	75,000	77,073	103	-2,073	109,190	77,073	2,073
10-5225-51-51815 UTILITIES-ELECTRIC TX	10,000	10,000	10,000	13,169	132	-3,169	18,657	13,169	3,169
10-5225-51-52340 FUEL & OIL	16,500	16,500	16,500	23,331	141	-6,831	33,053	23,331	6,831
10-5225-51-52440 EQUIPMENT RENTAL	2,000	2,000	2,000	0	0	2,000	0	0	-2,000
10-5225-51-54020 STREET SIGNS	7,000	7,000	7,000	5,843	83	1,157	8,278	5,843	-1,157
TOTAL OPERATING	192,605	192,605	193,195	150,073	78	43,122	212,425	150,073	-43,122
REPAIRS & MAINTENANCE									
10-5225-52-52010 BUILDING REPAIRS & MAI	1,500	1,500	3,400	3,378	99	22	4,786	3,378	-22
10-5225-52-52320 VEH REPAIRS & MAINTENA	7,000	7,000	7,000	5,231	75	1,770	7,410	5,231	-1,769
10-5225-52-52430 MACHINERY EQUIP-REPAIR	13,000	13,000	13,000	6,654	51	6,346	9,427	6,654	-6,346
10-5225-52-54010 STREET REPAIRS & MAINT	30,000	30,000	30,000	37,115	124	-7,115	52,581	37,115	7,115
TOTAL REPAIRS & MAINTENANCE	51,500	51,500	53,400	52,379	98	1,021	74,205	52,378	-1,022

CONTRACTED SERVICES

10-5225-54-51165 ENGINEERING/PLANNING S	10,000	10,000	22,000	31,579	144	-9,579	44,738	31,579	9,579
10-5225-54-51166 STREET CONTRACTED REPAIRS	225,000	225,000	412,000	466,582	113	-54,582	661,006	466,582	54,582
10-5225-54-54100 TRASH COLLECTION FEES	1,075,000	1,075,000	1,075,000	1,119,795	104	-44,795	1,586,414	1,119,795	44,795
TOTAL CONTRACTED SERVICES	1,310,000	1,310,000	1,509,000	1,617,956	107	-108,956	2,292,158	1,617,956	108,956

DEBT PAYMENTS

10-5225-55-52310 VEHICLE LEASE EXPENSE	31,797	31,797	31,797	6,609	21	25,188	9,363	6,609	-25,188
10-5225-55-52410 MACHINERY EQUIPMENT LE	29,800	29,800	29,800	29,740	100	60	42,132	29,740	-60
TOTAL DEBT PAYMENTS	61,597	61,597	61,597	36,349	59	25,248	51,495	36,349	-25,248

CAPITAL OUTLAY < \$5K

10-5225-57-52400 MACHINERY EQUIPMENT-PU	6,000	6,000	6,000	364	6	5,636	516	364	-5,636
10-5225-57-52450 TOOLS	5,000	5,000	5,000	4,085	82	915	5,788	4,085	-915
TOTAL CAPITAL OUTLAY < \$5K	11,000	11,000	11,000	4,450	40	6,550	6,304	4,449	-6,551

CAPITAL OUTLAY > \$5K

10-5225-58-52400 MACHINERY EQUIPMENT-PU	25,000	25,000	25,000	34,685	139	-9,685	49,138	34,685	9,685
TOTAL CAPITAL OUTLAY > \$5K	25,000	25,000	25,000	34,685	139	-9,685	49,138	34,685	9,685

TOTAL STREET EXPENDITURES	2,049,148	2,049,148	2,173,982	2,181,169	100	-7,187	3,089,880	2,181,170	7,188
----------------------------------	------------------	------------------	------------------	------------------	------------	---------------	------------------	------------------	--------------

DEVELOPMENT SERVICES EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
------------------------------------------	----------------------	----------------------------	----------------------------	----------------------------------	----------------	-------------------	-----------------------	-----------------------------	---------------------------

PERSONNEL

10-5300-50-50010 SALARIES	293,952	293,952	323,315	306,811	95	16,504	434,659	306,811	-16,504
10-5300-50-50011 COVID 19 SALARIES				0	0	0	0	0	0
10-5300-50-50050 OVERTIME	200	200	200	0	0	200	0	0	-200
10-5300-50-50075 LONGEVITY	2,600	2,600	2,600	2,600	100	0	3,683	2,600	0
10-5300-50-50200 EMPLOYER PAID TAXES	22,827	22,827	25,070	22,691	91	2,379	32,146	22,691	-2,379
10-5300-50-50255 WORKERS' COMPENSATION	165	165	720	340	47	380	481	340	-380
10-5300-50-50325 HEALTH INSURANCE	34,193	34,193	34,193	33,469	98	724	47,415	33,469	-724
10-5300-50-50335 HEALTH ASSISTANCE	258	258	258	221	86	37	313	221	-37
10-5300-50-50410 EMPLOYER RETIREMENT CO	27,356	27,356	25,659	28,608	111	-2,949	40,528	28,608	2,949
10-5300-50-50520 EMPLOYEE EDUCATION	4,600	4,600	4,600	1,160	25	3,440	1,643	1,160	-3,440
10-5300-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	0	-500
TOTAL PERSONNEL	386,651	386,651	417,115	395,898	95	21,217	560,869	395,900	-21,215

OPERATING

10-5300-51-51011 PRE-EMPLOYMENT SCREENING	20	20	20	0	0	20	0	0	-20
10-5300-51-51042 CREDIT CARD MERCHANT	29,400	29,400	32,100	48,111	150	-16,011	68,158	48,111	16,011
10-5300-51-51330 BLDG INSPECTION FEES	7,000	7,000	7,000	0	0	7,000	0	0	-7,000
10-5300-51-51331 SUB DIV & INSP. FEES	10,000	10,000	10,000	6,667	67	3,333	9,445	6,667	-3,333
10-5300-51-51332 OVERPAYMENT/REFUNDS	5,000	5,000	10,500	11,264	107	-764	15,957	11,264	764
10-5300-51-51335 INSURANCE-PROPERTY, CA	200	200	200	243	121	-43	344	243	43
10-5300-51-51338 INSURANCE LIABILITY	100	100	930	753	81	177	1,067	753	-177
10-5300-51-51485 MISCELLANEOUS	1,250	1,250	5,600	5,549	99	51	7,861	5,549	-51
10-5300-51-51603 POSTING & NOTIFICATION	4,516	4,516	4,516	5,352	119	-836	7,583	5,352	836
10-5300-51-51610 PERMITS & LICENSES	100	100	100	113	113	-13	159	113	13
10-5300-51-51611 TRAVIS CO RECORDATION FEES	2,000	2,000	2,000	3,226	161	-1,226	4,570	3,226	1,226
10-5300-51-51625 POSTAGE/DELIVERY	1,475	1,475	1,475	1,042	71	433	1,476	1,042	-433
10-5300-51-51635 PROF/MEMBERSHIP DUES	2,000	2,000	2,000	688	34	1,312	975	688	-1,312
10-5300-51-51746 SUPPLIES-OFFICE	2,500	2,500	2,500	2,551	102	-51	3,615	2,551	51
10-5300-51-51780 TRAVEL	7,000	7,000	7,000	1,606	23	5,394	2,275	1,606	-5,394
10-5300-51-51800 UNIFORMS & ACCESSORIES	2,000	2,000	2,000	57	3	1,943	81	57	-1,943
10-5300-51-52110 OFFICE EQUIP LEASES	1,670	1,670	1,670	2,489	149	-819	3,526	2,489	819
10-5300-51-52340 VEHICLE FUEL & OIL	5,000	5,000	5,000	3,701	74	1,299	5,243	3,701	-1,299
TOTAL OPERATING	81,231	81,231	94,611	93,410	99	1,201	64,176	93,412	-1,199

REPAIRS & MAINTENANCE

10-5300-52-52320 VEHICLE REPAIRS & MAIN	3,000	3,000	3,000	2,970	99	30	4,208	2,970	-30
TOTAL REPAIRS & MAINTENANCE	3,000	3,000	3,000	2,970	99	30	4,208	2,970	-30

CONTRACTED SERVICES

10-5300-54-51165 ENG/PLANNING SERVICES	110,000	110,000	110,000	195,314	178	-85,314	276,702	195,314	85,314
10-5300-54-51440 LEGAL FEES	8,200	8,200	46,000	73,919	161	-27,919	104,722	73,919	27,919
10-5300-54-51450 COMPREHENSIVE PLANNING SVC	150,000	150,000	150,000	0	0	0	0	0	-150,000
10-5300-54-51590 DOCUMENT STORAGE	0	0	0	75	0	-75	106	0	0
10-5300-54-53240 ORDINANCE CODIFICATION SVC	15,000	15,000	15,000	12,596	84	2,404	17,844	12,596	-2,404
TOTAL CONTRACTED SERVICES	283,200	283,200	321,000	281,904	88	39,096	399,374	281,829	-39,171

DEBT PAYMENTS

10-5300-55-52310 VEHICLE LEASE EXPENSE	0	0	0	0	0	0	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0	0	0	0	0

TOTAL DEVELOPMENT SERVICES EXPENDITURES	754,082	754,082	835,726	774,183	380	61,543	1,028,627	774,111	-61,615
------------------------------------------------	----------------	----------------	----------------	----------------	------------	---------------	------------------	----------------	----------------

PARKS EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5400-50-50010 SALARIES	279,088	279,088	279,088	211,851	76	67,237	300,129	211,851	-67,237
10-5400-50-50011 COVID 19 SALARIES		0	0	148	0	-148	210	148	
10-5400-50-50050 OVERTIME	8,373	8,373	8,373	737	9	7,636	1,044	737	-7,636
10-5400-50-50075 LONGEVITY	5,100	5,100	5,100	4,700	92	400	6,658	4,700	-400
10-5400-50-50200 EMPLOYER PAID TAXES	22,381	22,381	22,381	16,111	72	6,270	22,825	16,111	-6,270
10-5400-50-50255 WORKERS' COMPENSATION	1,256	1,256	6,732	8,981	133	-2,249	12,724	8,981	2,249
10-5400-50-50325 HEALTH INSURANCE	47,870	47,870	47,870	30,984	65	16,886	43,895	30,984	-16,886
10-5300-50-50335 HEALTH ASSISTANCE	0	0	0	221	0	-221	313	221	221
10-5400-50-50410 EMPLOYER RETIREMENT CO	26,821	26,821	26,821	20,045	75	6,776	28,397	20,045	-6,776
10-5400-50-50520 EMPLOYEE EDUCATION	2,000	2,000	1,725	905	52	820	1,282	905	-820
10-5400-50-50700 REIMB UNEMPLOYMENT	3,000	3,000	3,000	0	0	3,000	0	0	-3,000
TOTAL PERSONNEL	395,889	395,889	401,090	294,683	73	106,407	417,477	294,683	-106,407
OPERATING									
10-5400-51-51011 PRE-EMPLOYMENT SCREENING	0	0	250	66	26	184	94	66	-184
10-5400-51-51485 MISCELLANEOUS	0	0	100	27	27	73	38	27	-73
10-5400-51-51610 LICENSES	500	500	0	240	0	-240	340	240	240
10-5400-51-51620 PHYSICALS/DRUG TESTING	200	200	200	0	0	200	0	0	-200
10-5400-51-51640 DUES & SUBSCRIPTIONS	100	100	0	0	0	0	0	0	0
10-5400-51-51740 SUPPLIES	20,000	20,000	20,000	5,478	27	14,522	7,760	5,478	-14,522
10-5400-51-51780 TRAVEL	200	200	200	26	13	174	38	26	-174
10-5400-51-51800 UNIFORMS & ACCESSORIES	2,600	2,600	2,600	1,713	66	887	2,427	1,713	-887
10-5400-51-51813 UTILITIES-ELECTRIC BLU	2,000	2,000	2,000	814	41	1,186	1,153	814	-1,186
10-5400-51-52340 FUEL & OIL	6,000	6,000	6,000	1,916	32	4,084	2,714	1,916	-4,084
10-5400-51-52440 EQUIPMENT RENTAL	2,000	2,000	2,500	1,784	71	716	2,527	1,784	-716
10-5400-51-54020 PARKS SIGNS	1,000	1,000	1,000	726	73	274	1,029	726	-274
TOTAL OPERATING	34,600	34,600	34,850	12,789	37	22,061	18,025	12,790	-22,060
REPAIRS & MAINTENANCE									
10-5400-52-52010 BUILDING REPAIRS & MAI	4,000	4,000	4,000	15,756	394	-11,756	22,321	15,756	11,756
10-5400-52-52320 VEH REPAIRS & MAINTENA	5,000	5,000	5,000	1,948	39	3,052	2,760	1,948	-3,052
10-5400-52-52430 MACHINERY EQUIP-REPAIR	10,000	10,000	10,000	8,825	88	1,175	12,503	8,825	-1,175
10-5400-52-54015 PARK REPAIRS /MAINTENAN	105,000	105,000	105,000	128,126	122	-23,126	181,516	128,126	23,126
10-5400-52-54016 CEMETARY REPAIRS/MAINTENANCE	5,000	5,000	5,000	1,370	27	3,630	1,941	1,370	-3,630
TOTAL REPAIRS & MAINTENANCE	129,000	129,000	129,000	156,025	121	-27,025	221,041	156,025	27,025
CONTRACTED SERVICES									
10-5400-54-51165 ENGINEERING/PLANNING S	0	0	0	0	0	0	0	0	0
10-5400-54-51440 LEGAL FEES	0	0	0	1,238	0	-1,238	1,753	1,238	1,238
10-5400-54-54100 TRASH COLLECTION FEES	0	0	0	0	0	0	0	0	0
TOTAL CONTRACTED SERVICES	0	0	0	1,238	0	-1,238	1,753	1,238	1,238
DEBT PAYMENTS									
10-5400-55-52310 VEHICLE LEASE EXPENSE	15,000	15,000	15,000	15,000	100	0	21,251	15,000	0
10-5400-55-52410 MACHINERY EQUIPMENT LE	13,200	13,200	13,200	9,517	72	3,683	13,483	9,517	-3,683
TOTAL DEBT PAYMENTS	28,200	28,200	28,200	24,517	87	3,683	34,734	24,517	-3,683

CAPITAL OUTLAY < \$5K

10-5400-57-52400 MACHINERY EQUIPMENT-PU	7,100	7,100	7,100	3,486	49	3,614	4,939	3,486	-3,614
10-5400-57-52450 TOOLS	2,500	2,500	2,000	552	28	1,448	783	552	-1,448
TOTAL CAPITAL OUTLAY < \$5K	9,600	9,600	9,100	4,039	44	5,061	5,722	4,038	-5,062

CAPITAL OUTLAY > \$5K

10-5400-58-52400 MACHINERY EQUIPMENT-PU	12,000	12,000	12,000	7,700	64	4,300	10,909	7,700	-4,300
TOTAL CAPITAL OUTLAY > \$5K	12,000	12,000	12,000	7,700	64	4,300	10,909	7,700	-4,300

TOTAL PARKS EXPENDITURES	609,287	609,288	614,240	500,991	82	113,249	709,660	500,991	-113,249
---------------------------------	----------------	----------------	----------------	----------------	-----------	----------------	----------------	----------------	-----------------

MUNICIPAL COURT EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5500-50-50010 SALARIES	188,140	188,140	188,140	164,317	87	23,823	232,788	164,317	-23,823
10-5500-50-50050 OVERTIME	1,166	1,166	16,000	8,731	55	7,269	12,370	8,731	-7,269
10-5500-50-50075 LONGEVITY	1,300	1,300	1,300	1,300	100	0	1,842	1,300	0
10-5500-50-50150 MUNICIPAL JUDGES SALAR	42,600	42,600	42,600	29,710	70	12,890	42,090	29,710	-12,890
10-5500-50-50200 EMPLOYER PAID TAXES	14,581	14,581	15,240	14,220	93	1,020	20,145	14,220	-1,020
10-5500-50-50255 WORKERS' COMPENSATION	3,100	3,100	3,100	-164	-5	3,264	-233	0	-3,100
10-5500-50-50325 HEALTH INSURANCE	27,354	27,354	27,354	25,535	93	1,819	36,176	25,535	-1,819
10-5500-50-50335 HEALTH ASSITANCE	258	258	258	221	86	37	313	221	-37
10-5500-50-50410 EMPLOYER RETIREMENT CO	15,208	15,208	15,208	15,940	105	-732	22,583	15,940	732
10-5500-50-50520 EMPLOYEE EDUCATION	3,000	3,000	3,000	820	27	2,180	1,162	820	-2,180
10-5500-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	0	-500
TOTAL PERSONNEL	297,207	297,207	312,700	260,631	83	52,069	369,236	260,794	-51,906
OPERATING									
10-5500-51-51011 PRE-EMPLOYMENT SCREENING	25	25	25	1	4	24	1	1	-24
10-5500-51-51042 COURT TECHNOLOGY EXPEN	15,000	15,000	36,300	34,160	94	2,140	48,395	34,160	-2,140
10-5500-51-51080 CASH SHORT (OVER)	100	100	100	0	0	100	0	0	-100
10-5500-51-51485 MISCELLANEOUS	500	500	500	616	123	-116	873	616	116
10-5500-51-51603 PERIODICALS & PUBLICAT	100	100	100	0	0	100	0	0	-100
10-5500-51-51625 POSTAGE/DELIVERY	1,600	1,600	3,600	2,473	69	1,127	3,504	2,473	-1,127
10-5500-51-51635 PROFESSIONAL & MEMBERS	320	320	320	57	18	263	81	57	-263
10-5500-51-51746 SUPPLIES-OFFICE	3,000	3,000	4,000	4,524	113	-524	6,409	4,524	524
10-5500-51-51780 TRAVEL	1,500	1,500	1,500	629	42	871	891	629	-871
10-5500-51-52100 COURT SECURITY	23,000	23,000	1,900	1,852	97	48	2,623	1,852	-48
10-5500-51-52110 OFFICE EQUIPMENT LEASE	3,100	3,100	3,100	2,346	76	754	3,323	2,346	-754
TOTAL OPERATING	48,245	48,245	51,445	46,658	91	4,787	66,099	46,658	-4,787
CONTRACTED SERVICES									
10-5500-54-51440 LEGAL FEES	23,000	23,000	37,000	41,509	112	-4,509	58,806	41,509	4,509
10-5500-54-51595 COLLECTION FEES	32,000	32,000	32,000	36,798	115	-4,798	52,131	36,798	4,798
10-5500-54-56010 STATE COURT COST	222,000	222,000	222,000	254,000	114	-32,000	359,841	254,000	32,000
10-5500-54-56425 JURY EXPENSE	500	500	500	36	7	464	51	36	-464
TOTAL CONTRACTED SERVICES	277,500	277,500	291,500	332,342	114	-40,842	470,829	332,343	40,843
CAPITAL OUTLAY < \$5K									
10-5500-57-56105 CAP OUTLAY-COURT SECUR	1,620	1,620	1,620	563	35	1,058	797	563	-1,057
10-5500-57-56108 CAP OUTLAY-COURT TECH	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	1,620	1,620	1,620	563	35	1,058	797	563	-1,057
CAPITAL OUTLAY > \$5K									
10-5500-58-56105 CAP OUTLAY-COURT SECUR	6,000	6,000	6,000	0	0	6,000	0	0	-6,000
10-5500-58-56108 CAP OUTLAY-COURT TECH	40,000	40,000	7,307	0	0	7,307	0	0	-7,307
TOTAL CAPITAL OUTLAY > \$5K	46,000	46,000	13,307	0	0	13,307	0	0	-13,307
TOTAL MUNICIPAL COURT EXPENSES	670,572	670,572	670,572	640,193	323	30,379	906,961	640,358	-30,214

POLICE EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5600-50-50010 SALARIES	2,192,224	2,192,224	2,192,224	2,084,967	95	107,257	2,953,773	2,084,967	-107,257
10-5600-50-50011 COVID 19 SALARIES		0	20,000	16,245	81	3,755	23,014	16,245	-3,755
10-5600-50-50050 OVERTIME	87,317	87,317	87,317	86,215	99	1,102	122,140	86,215	-1,102
10-5600-50-50051 COVID 19 OVERTIME		0	15,000	19,835	132	-4,835	28,101	19,835	4,835
10-5600-50-50075 LONGEVITY PAY	17,600	17,600	22,488	24,016	107	-1,528	34,023	24,016	1,528
10-5600-50-50200 EMPLOYER PAID TAXES	175,731	175,731	175,731	159,677	91	16,054	226,214	159,677	-16,054
10-5600-50-50255 WORKERS' COMPENSATION	30,000	30,000	38,202	35,936	94	2,266	50,911	35,936	-2,266
10-5600-50-50325 HEALTH INSURANCE	253,025	253,025	253,025	225,821	89	27,204	319,920	225,821	-27,204
10-5600-50-50335 HEALTH ASSISTANCE	258	258	258	221	86	37	313	221	-37
10-5600-50-50410 EMPLOYER RETIREMENT CO	211,409	211,409	211,409	206,662	98	4,747	292,779	206,662	-4,747
10-5600-50-50520 EMPLOYEE EDUCATION	35,000	35,000	35,000	22,895	65	12,105	32,435	22,895	-12,105
10-5600-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	0	-500
TOTAL PERSONNEL	3,003,064	3,003,064	3,051,154	2,882,490	94	168,664	4,083,624	2,882,490	-168,664
OPERATING									
10-5600-51-51010 ADVER/POSTING NOTIFICATIONS	500	500	500	0	0	500	0	0	-500
10-5600-51-51335 INSURANCE-PROPERTY, CA	900	900	1,940	1,934	100	6	2,740	1,934	-6
10-5600-51-51338 INSURANCE LIABILITY	35,000	35,000	35,000	38,661	110	-3,661	54,771	38,661	3,661
10-5600-51-51485 MISCELLANEOUS	6,500	6,500	6,500	4,045	62	2,455	5,731	4,045	-2,455
10-5600-51-51603 PERIODICALS & PUBLICAT	250	250	250	0	0	250	0	0	-250
10-5600-51-51610 LICENSING	500	500	610	715	117	-105	1,013	715	105
10-5600-51-51620 PHYSICALS/DRUG TESTING	2,500	2,500	1,500	1,911	127	-411	2,707	1,911	411
10-5600-51-51625 POSTAGE/DELIVERY	2,000	2,000	2,000	1,848	92	152	2,618	1,848	-152
10-5600-51-51635 PROFESSIONAL & MEMBERS	900	900	11,880	11,879	100	1	16,829	11,879	-1
10-5600-51-51746 SUPPLIES-OFFICE	8,500	8,500	8,500	11,065	130	-2,565	15,676	11,065	2,565
10-5600-51-51748 SUPPLIES-POLICE SPECIA	20,000	20,000	20,000	13,728	69	6,272	19,449	13,728	-6,272
10-5600-51-51780 TRAVEL	10,000	10,000	10,000	8,537	85	1,463	12,094	8,537	-1,463
10-5600-51-51798 CRIME LAB	7,500	7,500	7,500	1,475	20	6,025	2,089	1,475	-6,025
10-5600-51-51799 CID SPECIALTY EQUIPMENT	8,500	8,500	8,500	8,594	101	-94	12,175	8,594	94
10-5600-51-51800 UNIFORMS & ACCESSORIES	42,133	42,133	42,133	40,314	96	1,819	57,113	40,314	-1,819
10-5600-51-51801 SAFETY & ACCESSORIES	3,000	3,000	3,000	3,143	105	-143	4,452	3,143	143
10-5600-51-51802 AMMO/RANGE	25,000	25,000	25,000	19,797	79	5,203	28,047	19,797	-5,203
10-5600-51-51803 HONOR GUARD	4,000	4,000	4,000	3,914	98	86	5,545	3,914	-86
10-5600-51-51804 CITIZEN POLICE ACADEMY	7,500	7,500	7,500	1,698	23	5,802	2,405	1,698	-5,802
10-5600-51-51805 POLICE BANQUET	2,500	2,500	3,371	3,371	100	0	4,776	3,371	0
10-5600-51-51806 TRAFFIC SPECIALTY EQUP	25,000	25,000	10,000	7,318	73	2,682	10,368	7,318	-2,682
10-5600-51-51813 UTILITIES-ELECTRIC BLU	12,000	12,000	12,000	9,811	82	2,189	13,899	9,811	-2,189
10-5600-51-52110 OFFICE EQUIPMENT LEASE	6,400	6,400	6,400	6,735	105	-335	9,542	6,735	335
10-5600-51-52340 FUEL & OIL	80,000	80,000	80,000	76,018	95	3,982	107,695	76,020	-3,980
10-5600-51-57400 WRECKER SERVICE	500	500	500	0	0	500	0	0	-500
TOTAL OPERATING	311,583	311,583	308,584	276,512	90	32,072	391,734	276,513	-32,071

REPAIRS & MAINTENANCE

10-5600-52-52010 BUILDING REPAIRS & MAI	15,000	15,000	15,000	18,163	121	-3,163	25,732	18,163	3,163
10-5600-52-52012 CLEANING & MAINTENANCE	4,000	4,000	4,000	3,353	84	647	4,750	3,353	-647
10-5600-52-52320 VEHICLE REPAIRS & MAIN	60,000	60,000	60,000	61,716	103	-1,716	87,433	61,716	1,716
10-5600-52-52321 VEHICLE DAMAGE	15,000	15,000	93,026	93,308	100	-282	132,190	93,308	282
TOTAL REPAIRS & MAINTENANCE	94,000	94,000	172,026	176,540	103	-4,514	250,104	176,540	4,514

CONTRACTED SERVICES

10-5600-54-51440 LEGAL FEES	2,500	2,500	2,500	345	14	2,155	489	345	-2,155
10-5600-54-51502 CONSULTING SERVICES	1,000	1,000	1,000	0	0	1,000	0	0	-1,000
10-5600-54-51590 DESTRUCTION SERVICES	1,000	1,000	1,000	300	30	700	425	300	-700
10-5600-54-57001 RRS EMERGENCY RADIO SYS	15,500	15,500	15,500	9,349	60	6,151	13,245	9,349	-6,151
10-5600-54-57350 EMERGENCY DISPATCH SER	204,316	204,316	204,316	204,316	100	0	289,454	204,316	0
TOTAL CONTRACTED SERVICES	224,316	224,316	224,316	214,310	96	10,006	303,613	214,310	-10,006

DEBT PAYMENTS

10-5600-55-52310 VEHICLE LEASE EXPENSE	279,000	279,000	355,000	287,957	81	67,043	407,948	287,957	-67,043
TOTAL DEBT PAYMENTS	279,000	279,000	355,000	287,957	81	67,043	407,948	287,957	-67,043

CAPITAL OUTLAY < \$5K

10-5600-57-57100 ANIMAL CONTROL EQUIPME	5,000	5,000	5,000	13,530	271	-8,530	19,169	13,530	8,530
10-5600-57-57101 OFFICE EQUIP PURCHASE	4,500	4,500	1,000	3,407	341	-2,407	4,827	3,407	2,407
10-5600-57-57200 SIEZURE FUND EXPENDITU	0	0	0	7,997	0	-7,997	11,329	0	0
TOTAL CAPITAL OUTLAY < \$5K	9,500	9,500	6,000	24,934	416	-18,934	35,324	16,937	10,937

CAPITAL OUTLAY > \$5K

10-5600-58-52101 PD CONSTRUCTION SITE	5,000	5,000	1,000	539	54	461	764	1,000	0
10-5600-58-52321 VEHICLE PURCHASE			38,000	26,671	70	11,329	37,785	26,671	-11,329
10-5600-58-52330 POLICE SPECIALTY EQUIP	20,000	20,000	20,000	21,280	106	-1,280	30,147	21,280	1,280
10-5600-58-57300 POLICE COMMUNICATION E	15,000	15,000	15,000	10,591	71	4,409	15,004	10,591	-4,409
10-5600-58-58000 GRANT EXPENDITURES	9,470	9,470	9,470	114,476	1,209	-105,006	162,179	114,476	105,006
10-5600-58-58001 OVC GRANT 2018-V3-GX-0024	0	0	0	2,659	0	-2,659	3,767	2,659	2,659
TOTAL CAPITAL OUTLAY > \$5K	49,470	49,470	83,470	176,216	211	-92,746	245,878	174,018	90,548

TOTAL POLICE EXPENDITURES	3,970,933	3,970,933	4,200,550	4,038,959	96	161,591	5,718,225	4,028,765	-171,785
----------------------------------	------------------	------------------	------------------	------------------	-----------	----------------	------------------	------------------	-----------------

IT EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
10-5700-50-50010 SALARIES	95,871	95,871	95,871	104,516	109	-8,645	148,068	104,519	8,648
10-5700-50-50050 OVERTIME	3,901	3,901	3,901	1,227	31	2,674	1,738	1,227	-2,674
10-5700-50-50075 LONGEVITY PAY	400	400	400	400	100	0	567	400	0
10-5700-50-50200 EMPLOYER PAID TAXES	7,663	7,663	7,663	7,887	103	-224	11,174	7,887	224
10-5700-50-50255 WORKERS' COMPENSATION	1,150	1,150	1,150	139	12	1,011	197	139	-1,011
10-5700-50-50325 HEALTH INSURANCE	13,677	13,677	13,677	12,795	94	882	18,127	12,795	-882
10-5700-50-50410 EMPLOYER RETIREMENT CO	9,623	9,623	9,623	10,219	106	-596	14,477	10,219	596
10-5700-50-50520 EMPLOYEE EDUCATION	4,500	4,500	4,500	0	0	4,500	0	0	-4,500
10-5700-50-50650 VEHICLE ALLOWANCE	4,800	4,800	4,800	4,984	104	-184	7,061	4,984	184
10-5700-50-50700 REIMB UNEMPLOYMENT	500	500	500	0	0	500	0	0	-500
TOTAL PERSONNEL	142,085	142,085	142,085	142,167	100	-82	201,409	142,170	85
OPERATING									
10-5700-51-51625 POSTAGE/DELIVERY	100	100	100	0	0	100	0	0	-100
10-5700-51-51635 PROFESSIONAL/MEMBERSHIP	900	900	900	299	33	601	423	300	-600
10-5700-51-51746 SUPPLIES-OFFICES	2,000	2,000	2,000	3,836	192	-1,836	5,434	3,840	1,840
10-5700-51-51769 INTERNET SERVICE	35,000	35,000	35,000	0				0	-35,000
10-5700-51-51770 TELEPHONE COMMUNICATION	15,000	15,000	15,000	12,708	85	2,292	18,004	12,708	-2,292
10-5700-51-51775 WIRELESS COMMUNICATION	94,552	94,552	94,552	121,778	129	-27,226	172,522	121,778	27,226
10-5700-51-51780 TRAVEL	2,300	2,300	2,300	0	0	2,300	0	0	-2,300
TOTAL OPERATING	149,852	149,852	149,852	138,620	93	11,232	196,384	138,626	-11,226
REPAIRS & MAINTENANCE									
10-5700-52-52000 COMPUTER R & M	6,085	6,085	6,085	2,283	38	3,802	3,234	2,285	-3,800
TOTAL REPAIRS & MAINTENANCE	6,085	6,085	6,085	2,283	38	3,802	3,234	2,285	-3,800
CONTRACTED SERVICES									
10-5700-54-51500 COMPUTER/HARDWARE LEASE	0	0	50,050	52,550	105	-2,500	74,448	52,550	2,500
10-5700-54-51501 IT CONSULTING SERVICES	25,000	25,000	25,000	12,799	51	12,201	18,132	12,800	-12,200
10-5700-54-52005 EMERGENCY NOTIFICATION	5,000	5,000	5,000	4,516	90	484	6,398	4,520	-480
10-5700-54-52240 SOFTWARE ANNUAL FEES	125,000	125,000	125,000	172,434	138	-47,434	244,288	172,440	47,440
TOTAL CONTRACTED SERVICES	155,000	155,000	205,050	242,299	118	-37,249	268,817	242,310	34,760
CAPITAL OUTLAY <\$5K									
10-5700-57-52200 COMPUTER EQUIPMENT	65,000	65,000	65,000	17,966	28	47,034	25,452	17,966	-47,034
TOTAL CAPITAL OUTLAY<\$5K	65,000	65,000	65,000	17,966	28	47,034	25,452	17,966	-47,034
CAPITAL OUTLAY >\$5K									
10-5700-58-52200 COMPUTER EQUIPMENT	30,000	30,000	30,000	14,188	47	15,812	20,100	14,188	-15,812
TOTAL CAPITAL OUTLAY>5K	30,000	30,000	30,000	14,188	47	15,812	20,100	14,188	-15,812
TOTAL IT EXPENDITURES	548,022	548,022	598,072	557,523	93	40,549		557,545	-43,027

	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.	
COMMUNITY DEV.										
PERSONNEL										
10-5800-50-50010 SALARIES	77,005	77,005	77,005	74,042	96	2,963	104,895	74,042	-2,963	
10-5800-50-50200 EMPLOYER PAID TAXES	5,891	5,891	5,891	5,626	95	265	7,970	5,626	-265	
10-5800-50-50255 WORKERS' COMPENSATION	347	347	347	-215	-62	562	-305	0	-347	
10-5800-50-50325 HEALTH INSURANCE	6,637	6,637	1,000	75	7	925	106	75	-925	
10-5800-50-50410 EMPLOYER RETIREMENT CO	7,059	7,059	7,059	6,797	96	262	9,629	6,797	-262	
10-5800-50-50520 EMPLOYEE EDUCATION	4,675	4,675	4,675	1,875	40	2,800	2,656	1,875	-2,800	
TOTAL PERSONNEL	101,614	101,614	95,977	88,199	92	7,778	124,952	88,415	-7,562	
OPERATING										
10-5800-51-51010 ADVERTISING	5,000	5,000	5,000	3,354	67	1,646	4,751	3,354	-1,646	
10-5800-51-51043 CITY EVENTS	50,000	50,000	50,000	15,765	32	34,235	22,334	15,765	-34,235	
10-5800-51-51480 MEETING EXPENSES	1,500	1,500	1,500	531	35	969	753	531	-969	
10-5800-51-51625 POSTAGE/DELIVERY	1,500	1,500	1,500	0	0	1,500	0	0	-1,500	
10-5800-51-51635 PROFESSIONAL/MEMBERSHIP	1,850	1,850	1,850	290	16	1,560	411	290	-1,560	
10-5800-51-51746 SUPPLIES-OFFICES	2,000	2,000	2,000	662	33	1,338	938	670	-1,330	
10-5800-51-51780 TRAVEL	5,000	5,000	5,000	492	10	4,508	697	495	-4,505	
TOTAL OPERATING	66,850	66,850	66,850	21,093	32	45,757	2,045	21,105	-45,745	
TOTAL COMMUNITY DEV EXPENDITURES	168,464	168,464	162,827	109,292	123	53,535		109,520	-53,307	
TOTAL EXPENDITURES	10,613,527	10,613,528	11,094,747	10,484,444	1,381	610,303	0	13,836,423	10,499,625	-544,315
REVENUES OVER/(UNDER) EXPENDITURES	158,143	158,142	-45,789	2,786,397		-2,832,186	4,896,125	2,770,867	2,816,656	

20 -UTILITY FUND
FINANCIAL SUMMARY

AMENDED BUDGET WORKSHEETS
FY 2019-20

REVENUE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
WATER									
MISCELLANEOUS	525	525	525	399					
WATER/SEWER CHARGES	2,090,321	2,090,321	2,089,796	2,954,408	141.4	(864,612)	3,446,908	2,954,411	864,615
OTHER	0	0	0	0	0.0	0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0	0
TOTAL WATER	2,090,846	2,090,846	2,090,321	2,954,807	141.4	(864,486)	3,446,908	2,954,411	864,090
WASTEWATER									
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0	0
WATER/SEWER CHARGES	1,660,000	1,660,000	1,660,250	2,352,734	141.7	(692,484)	2,744,934	2,353,492	693,242
OTHER	10,000	10,000	81,588	100,031	122.6	(18,443)	116,706	100,050	18,462
TRANSFERS	0	0	0	0	0.0	0	0	0	0
TOTAL WASTEWATER	1,670,000	1,670,000	1,741,838	2,452,765	140.8	(710,927)	2,861,641	2,453,542	711,704
TOTAL REVENUES	3,760,846	3,760,846	3,832,159	5,407,572	141.1	(1,575,413)	6,308,549	5,407,953	1,575,794

EXPENDITURE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
PUBLIC WORKS									
PERSONNEL	489,234	489,234	395,871	414,985	104.8	(19,114)	483,996	415,020	19,149
OPERATING	22,073	22,073	22,072	14,437	65.4	7,635	16,843	14,437	(7,635)
REPAIRS & MAINTENANCE	7,000	7,000	7,000	6,052	86.5	948	7,060	6,052	(948)
CONTRACTED SERVICES	0	0	5,221	5,221	100.0	0	6,091	5,221	0
TOTAL PUBLIC WORKS	518,307	518,307	430,164	440,695	102.4	(10,531)	513,991	440,730	10,566

WATER

PERSONNEL	350,904	350,304	355,574	308,879	86.9	46,695	360,369	308,878	(46,696)
OPERATING	185,060	185,060	192,351	190,531	99.1	1,820	222,293	191,004	(1,347)
REPAIRS & MAINTENANCE	63,500	63,500	65,500	70,973	108.4	(5,473)	82,805	70,990	5,490
WATER/WASTEWATER	1,446,000	1,446,000	1,729,000	1,946,728	112.6	(217,728)	2,271,248	1,946,737	217,737
CONTRACTED SERVICES	150	150	150	142	94.9	8	166	150	0
DEBT PAYMENTS	30,300	30,300	33,960	80,222	236.2	(46,262)	93,595	80,222	46,262
CAPITAL OUTLAY < \$5K	8,000	8,000	5,000	2,672	53.4	2,328	3,118	2,672	(2,328)
CAPITAL OUTLAY > \$5K	9,000	9,000	9,000	30,829	342.5	(21,829)	35,968	30,830	21,830
TRANSFERS	0	0	0	0	0.0	0	0	0	0
TOTAL WATER	2,092,914	2,092,314	2,390,535	2,630,978	110.1	(240,443)	3,069,562	2,631,483	240,948

WASTEWATER

PERSONNEL	171,954	171,954	171,954	135,178	78.6	36,776	157,629	135,207	(36,747)
OPERATING	250,645	250,645	254,645	238,946	93.8	15,699	278,777	238,977	(15,668)
REPAIRS & MAINTENANCE	60,500	60,500	60,500	64,789	107.1	(4,289)	75,590	64,880	4,380
WATER/WASTEWATER	576,000	576,000	576,000	585,570	101.7	(9,570)	683,184	586,095	10,095
CONTRACTED SERVICES	35,000	35,000	61,770	181,338	293.6	(119,568)	211,567	181,340	119,570
DEBT PAYMENTS	18,160	18,160	21,020	0	0.0	21,020	0	0	(21,020)
CAPITAL OUTLAY < \$5K			5,000					0	
CAPITAL OUTLAY > \$5K	36,000	36,000	36,000	0	0.0	36,000	0	0	(36,000)
TRANSFERS	0	0	0	0	0.0	0	0	0	0
TOTAL WASTEWATER	1,148,259	1,148,259	1,186,889	1,205,821	101.6	(18,932)	1,406,746	1,206,499	19,610

NON-DEPARTMENTAL

CAPITAL OUTLAY > \$5K	0	0	7,266,356	13,028,257	179.3	(5,761,901)	15,200,068	13,028,257	5,761,901
TRANSFERS	0	0	0	0	0.0	0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	7,266,356	13,028,257	179.3	(5,761,901)	19,542,386	13,028,257	5,761,901

TOTAL EXPENDITURES	3,759,480	3,758,880	11,273,944	17,305,750	153.5	(6,031,806)	24,532,685	17,306,969	6,033,025
REVENUES OVER/(UNDER) EXPENDITURES	1,365	1,965	(7,441,785)	(11,898,178)		4,456,393	(18,224,136)	-11,899,016	(4,457,231)

20 - UTILITY FUND
REVENUESAMENDED BUDGET WORKSHEETS
FY 2019-20

WATER REVENUES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE			
WATER/SEWER CHARGES									
20-4250-42-42099 MISCELLANEOUS	525	525.00	525.00	399	76.0	126	466	400	(125)
TOTAL MISCELLANEOUS	525	525.00	525.00	399	76	126	466	400	
20-4250-43-42099 CREDIT CARD PAYMENT FEE	40,000.00	40,000.00	40,000.00	53,498	133.7	(13,498)	62,416	53,500	13,500
20-4250-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	0	0
20-4250-43-43010 WATER SALES	1,725,953.79	1,725,953.79	1,725,954.00	2,416,901	140.0	(690,947)	2,819,798	2,416,901	690,947
20-4250-43-43015 BULK WATER SALES	92.00	92.00	92.00	0	0.0	92	0	0	(92)
20-4250-43-43025 LATE FEES WATER	35,000.00	35,000.00	35,000.00	42,385	121.1	(7,385)	49,451	42,385	7,385
20-4250-43-43028 RETURN CHECK FEES	1,000.00	1,000.00	1,000.00	175	17.5	825	204	175	(825)
20-4250-43-43075 WATER TAP FEES	225,000.00	225,000.00	225,000.00	360,000	160.0	(135,000)	420,012	360,000	135,000
20-4250-43-43076 WATER METER FEE	250.00	250.00	250.00	0	0.0	250	0	0	(250)
20-4250-43-43080 CONNECTION CHARGES	62,500.00	62,500.00	62,500.00	81,450	130.3	(18,950)	95,028	81,450	18,950
TOTAL WATER/SEWER CHARGES	2,090,321	2,090,321	2,089,796	2,954,408	141.4	(864,612)	3,446,908	2,954,411	864,615
OTHER									
20-4250-48-48000 INTEREST INCOME	0	0	0	0	0.0	0	0	0	0
20-4250-48-48100 UNCLAIMED PROPERTY < \$	0	0	0	0	0.0	0	0	0	0
TOTAL OTHER	0	0	0	0	0.0	0	0	0	0
TRANSFERS									
20-4250-49-50010 TRANSFER FROM CPF	0	0	0	0	0.0	0	0	0	0
20-4250-49-50020 TRANSFER FROM CIFF (W)	0	0	0	0	0.0	0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	0	0
TOTAL WATER REVENUES	2,090,321	2,090,321	2,090,321	2,954,807	141.4	(864,486)	3,446,908	2,954,811	864,490
WASTEWATER REVENUES									
WATER/SEWER CHARGES									
20-4275-43-41320 SLUDGE DUMP FEES	25,000.00	25,000.00	25,000.00	2,570	10.3	22,430	2,998	2,570	(22,430)
20-4275-43-43000 ADJUSTMENTS	-	-	-	0	0.0	0	0	0	0
20-4275-43-43110 SEWER SERVICE	1,400,000.00	1,400,000.00	1,400,000.00	1,926,362	137.6	(526,362)	2,247,486	1,926,362	526,362
20-4275-43-43125 LATE FEES SEWER	35,000.00	35,000.00	35,000.00	34,552	98.7	448	40,312	34,560	(440)
20-4275-43-43175 SEWER TAP FEES	200,000.00	200,000.00	200,250.00	389,250	194.4	(189,000)	454,138	390,000	189,750
TOTAL WATER/SEWER CHARGES	1,660,000	1,660,000	1,660,250	2,352,734	141.7	(692,484)	2,744,934	2,353,492	693,242
OTHER									
20-4275-48-48000 INTEREST INCOME	10,000	10,000	81,588	100,031	122.6	(18,443)	116,706	100,050	18,462
TOTAL OTHER	10,000	10,000	81,588	100,031	122.6	(18,443)	116,706	100,050	18,462
TOTAL WASTEWATER REVENUES	1,670,000	1,670,000	1,741,838	2,452,765	140.8	(710,927)	2,861,641	2,453,542	711,704
TOTAL REVENUES	3,760,321	3,760,321	3,832,159	5,407,572	141.1	(1,575,413)	6,308,549	5,408,353	1,576,194

**20 - UTILITY FUND
EXPENDITURES**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

100 % OF YEAR COMPLETE

PUBLIC WORKS EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
20-5200-50-50010 SALARIES	367,726.00	367,726.00	298,449.00	326,109	109.3	(27,660)	380,471	326,109	27,660
20-5200-50-50011 COVID 19 SALARIES				143				143	
20-5200-50-50050 OVERTIME	1,600.00	1,600.00	500.00	40	8.1	460	47	40	(460)
20-5200-50-50075 LONGEVITY	4,800.00	4,800.00	4,500.00	4,800	106.7	(300)	5,600	4,800	300
20-5200-50-50200 EMPLOYER PAID TAXES	28,620.00	28,620.00	23,293.00	25,310	108.7	(2,017)	29,529	25,310	2,017
20-5200-50-50255 WORKERS' COMPENSATION	5,000.00	5,000.00	5,000.00	13	0.3	4,987	15	13	(4,987)
20-5200-50-50325 HEALTH INSURANCE	34,193.00	34,193.00	27,354.00	21,441	78.4	5,913	25,015	21,450	(5,904)
20-5200-50-50335 HEALTH ASSISTANCE	258.35	258.35	258.35	221			258	230	(28)
20-5200-50-50410 EMPLOYER RETIREMENT CO	34,737.00	34,737.00	24,217.00	31,034	128.1	(6,817)	36,207	31,050	6,833
20-5200-50-50520 EMPLOYEE EDUCATION	3,500.00	3,500.00	3,500.00	890	25.4	2,610	1,039	890	(2,610)
20-5200-50-50650 VEHICLE ALLOWANCE	4,800.00	4,800.00	4,800.00	4,984	103.8	(184)	5,815	4,985	185
20-5200-50-50700 REIMBURSABLE UNEMPLOYMENT	4,000.00	4,000.00	4,000.00	0	0.0	4,000	0	0	(4,000)
TOTAL PERSONNEL	489,234	489,234	395,871	414,985	104.8	(19,114)	483,996	415,020	19,149
OPERATING									
20-5200-51-51010 ADVERTISING/POSTING/NOTIFICAT	2,000.00	2,000.00	2,000.00	1,806	90.3	194	2,107	1,806	(194)
20-5200-51-51011 PRE-EMPLOYMENT SCREENING	1.00	1.00	65.00	64	98.5	1	75	64	(1)
20-5200-51-51012 SAFETY & ACCESSORIES	1,200.00	1,200.00	1,200.00	1,270	105.8	(70)	1,481	1,270	70
20-5200-51-51040 BAD DEBTS	-	-	-	0	0.0	0	0	0	0
20-5200-51-51485 MISCELLANEOUS	1,500.00	1,500.00	1,500.00	341	22.8	1,159	398	341	(1,159)
20-5200-51-51610 LICENSES	400.00	400.00	400.00	0	0.0	400	0	0	(400)
20-5200-51-51620 PHYSICALS/DRUG TESTING	150.00	150.00	85.00	0	0.0	85	0	0	(85)
20-5200-51-51625 POSTAGE/DELIVERY	400.00	400.00	400.00	12	3.0	388	14	12	(388)
20-5200-51-51635 PROFESSIONAL & MEMBERS	200.00	200.00	200.00	0	0.0	200	0	0	(200)
20-5200-51-51743 SUPPLIES-EQUIPMENT	-	-	-	0	0.0	0	0	0	0
20-5200-51-51746 SUPPLIES-OFFICE	5,500.00	5,500.00	5,500.00	5,274	95.9	226	6,153	5,274	(226)
20-5200-51-51780 TRAVEL	1,200.00	1,200.00	1,200.00	395	32.9	805	461	395	(805)
20-5200-51-51800 UNIFORMS & ACCESSORIES	2,022.00	2,022.00	2,022.00	829	41.0	1,193	967	829	(1,193)
20-5200-51-51813 UTILITIES-ELECTRIC BLU	4,500.00	4,500.00	4,500.00	2,768	61.5	1,732	3,230	2,768	(1,732)
20-5200-51-52110 OFFICE EQUIPMENT LEASE	3,000.00	3,000.00	3,000.00	1,678	55.9	1,322	1,958	1,678	(1,322)
TOTAL OPERATING	22,073	22,073	22,072	14,437	65.4	7,635	16,843	14,437	(7,635)
REPAIRS & MAINTENANCE									
20-5200-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	2,390	95.6	110	2,788	2,390	(110)
20-5200-52-52012 CLEANING & MAINTENANCE	4,500.00	4,500.00	4,500.00	3,662	81.4	838	4,272	3,662	(838)
TOTAL REPAIRS & MAINTENANCE	7,000	7,000	7,000	6,052	86.5	948	7,060	6,052	(948)
CONTRACTED SERVICES									
20-5200-54-51001 CONSULTANT FEES - RATE STUDY	0	0	0	0	0.0	0	0	0	0
20-5200-54-51165 ENGINEERING/PLANNING SVCS	0	0	2,491	2,491	100.0	0	2,906	2,491	0
20-5200-54-51440 LEGAL FEES	0	0	2,730	2,730	100.0	0	3,185	2,730	0
20-5200-54-51501 I/T CONSULTANT SERVICES	0	0	0	0	0.0	0	0	0	0
20-5200-54-51590 DOCUMENT STORAGE	0	0	0	0	0.0	0	0	0	0
TOTAL CONTRACTED SERVICES	0	0	5,221	5,221	100.0	0	6,091	5,221	0

DEBT PAYMENTS

20-5200-55-52210 COMPUTER EQUIPMENT LEA	0	0	0	0	0.0	0	0	0	0
20-5200-55-52245 LEASE- INCODE SOFTWARE	0	0	0	0	0.0	0	0	0	0
20-5200-55-52290 INTEREST EXPENSE	0	0	0	0	0.0	0	0	0	0
20-5200-55-52311 INTEREST EXPENSE	0	0	0	0	0.0	0	0	0	0
TOTAL DEBT PAYMENTS	0	0	0	0	0.0	0	0	0	0

CAPITAL OUTLAY < \$5K

20-5200-57-52210 COMPUTER EQUIP PURCH	0	0	0	0	0.0	0	0	0	0
TOTAL CAPITAL OUTLAY < \$5K	0	0	0	0	0.0	0	0	0	0

CAPITAL OUTLAY > \$5K

20-5200-58-52100 OFFICE EQUIPMENT PURCH	0	0	0	0	0.0	0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0	0

TOTAL PUBLIC WORKS EXPENDITURES	518,307	518,307	430,164	440,695	102.4	(10,531)	513,991	440,730	10,566
----------------------------------------	----------------	----------------	----------------	----------------	--------------	-----------------	----------------	----------------	---------------

WATER EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
20-5250-50-50010 SALARIES	241,490.00	241,490.00	241,490.00	205,743	85.2	35,747	240,041	205,743	(35,747)
20-5250-50-50011 COVID 19 SALARIES				65	0.0	(65)	76	65	
20-5250-50-50050 OVERTIME	10,263.00	10,263.00	10,263.00	18,287	178.2	(8,024)	21,335	18,287	8,024
20-5250-50-50051 COVID 19 OVERTIME				0	0.0	0	0	0	
20-5250-50-50075 LONGEVITY PAY	1,800.00	1,800.00	1,800.00	1,800	100.0	0	2,100	1,800	0
20-5250-50-50200 EMPLOYER PAID TAXES	18,836.00	18,236.00	18,836.00	17,106	90.8	1,730	19,958	17,106	(1,730)
20-5250-50-50255 WORKERS' COMPENSATION	5,400.00	5,400.00	10,070.00	11,819	117.4	(1,749)	13,789	11,819	1,749
20-5250-50-50325 HEALTH INSURANCE	47,870.00	47,870.00	47,870.00	31,047	64.9	16,823	36,223	31,047	(16,823)
20-5250-50-50410 EMPLOYER RETIREMENT CO	23,245.00	23,245.00	23,245.00	20,879	89.8	2,366	24,360	20,879	(2,366)
20-5250-50-50520 EMPLOYEE EDUCATION	2,000.00	2,000.00	2,000.00	2,132	106.6	(132)	2,487	2,132	132
20-5250-50-50700 REIMB UNEMPLOYMENT	-	-	-	0	0.0	0	0	0	0
TOTAL PERSONNEL	350,904	350,304	355,574	308,879	86.9	46,695	360,369	308,878	(46,696)
OPERATING									
20-5250-51-51011 PRE-EMPLOYMENT SCREENING	200.00	200.00	200.00	64	32.0	136	75	64	(136)
20-5250-51-51335 INSURANCE-PROPERTY, CA	12,700.00	12,700.00	15,844.00	15,838	100.0	6	18,478	15,838	(6)
20-5250-51-51338 INSURANCE LIABILITY	3,000.00	3,000.00	4,640.00	4,483	96.6	157	5,230	4,485	(155)
20-5250-51-51485 MISCELLANEOUS	500.00	500.00	500.00	0	0.0	500	0	0	(500)
20-5250-51-51610 PERMITS & LICENSES	7,200.00	7,200.00	9,707.00	9,707	100.0	0	11,325	9,707	0
20-5250-51-51620 PHYSICALS/DRUG TESTING	200.00	200.00	200.00	0	0.0	200	0	0	(200)
20-5250-51-51635 PROFESSIONAL & MEMBERS	360.00	360.00	360.00	525	145.8	(165)	613	525	165
20-5250-51-51740 SUPPLIES - CHEMICALS &	40,000.00	40,000.00	40,000.00	43,593	109.0	(3,593)	50,860	43,600	3,600
20-5250-51-51743 SUPPLIES-EQUIPMENT	1,000.00	1,000.00	1,000.00	583	58.3	417	681	585	(415)
20-5250-51-51746 SUPPLIES-OFFICE	-	-	-	0	0.0	0	0	0	0
20-5250-51-51747 METER PURCHASE	60,750.00	60,750.00	60,750.00	60,366	99.4	384	70,429	60,750	0
20-5250-51-51780 TRAVEL	2,000.00	2,000.00	2,000.00	445	22.2	1,555	519	445	(1,555)
20-5250-51-51800 UNIFORMS & ACCESSORIES	2,500.00	2,500.00	2,500.00	2,688	107.5	(188)	3,136	2,690	190
20-5250-51-51809 R.O.W FEES	650.00	650.00	650.00	643	99.0	7	751	650	0
20-5250-51-51810 UTILITIES-ELECTRIC AUS	19,000.00	19,000.00	19,000.00	25,645	135.0	(6,645)	29,920	25,700	6,700
20-5250-51-51813 UTILITIES-ELECTRIC BLU	16,000.00	16,000.00	16,000.00	13,278	83.0	2,722	15,492	13,280	(2,720)
20-5250-51-52340 FUEL & OIL	9,500.00	9,500.00	9,500.00	6,759	71.2	2,741	7,886	6,760	(2,740)
20-5250-51-52440 EQUIPMENT RENTAL	500.00	500.00	500.00	682	136.3	(182)	795	690	190
20-5250-51-53010 TESTING WATER AND WAST	9,000.00	9,000.00	9,000.00	5,232	58.1	3,768	6,104	5,235	(3,765)
TOTAL OPERATING	185,060	185,060	192,351	190,531	99.1	1,820	222,293	191,004	(1,347)

REPAIRS & MAINTENANCE

20-5250-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	2,048	81.9	452	2,389	2,050	(450)
20-5250-52-52320 VEHICLE REPAIRS & MAIN	5,000.00	5,000.00	7,000.00	7,392	105.6	(392)	8,624	7,400	400
20-5250-52-52430 MACHINERY EQUIPMENT-RE	9,000.00	9,000.00	9,000.00	6,087	67.6	2,913	7,102	6,090	(2,910)
20-5250-52-52460 REPAIRS-WELLS,PUMPS,MO	47,000.00	47,000.00	47,000.00	55,446	118.0	(8,446)	64,689	55,450	8,450
TOTAL REPAIRS & MAINTENANCE	63,500	63,500	65,500	70,973	108.4	(5,473)	82,805	70,990	5,490

WATER/WASTEWATER

20-5250-53-53030 WATER FEES-AUSTIN	500.00	500.00	500.00	419	83.9	81	489	420	(80)
20-5250-53-53040 WATER FEES-MANVILLE	352,000.00	352,000.00	635,000.00	766,309	120.7	(131,309)	894,052	766,310	131,310
20-5250-53-53050 WATER FEES-EPCOR	1,080,000.00	1,080,000.00	1,080,000.00	1,161,347	107.5	(81,347)	1,354,943	1,161,347	81,347
20-5250-53-53060 WELL ROYALTIES-FOWLER	9,500.00	9,500.00	9,500.00	17,738	186.7	(8,238)	20,695	17,740	8,240
20-5250-53-53070 WELL ROYALTIES-LEE	4,000.00	4,000.00	4,000.00	916	22.9	3,084	1,069	920	(3,080)
TOTAL WATER/WASTEWATER	1,446,000	1,446,000	1,729,000	1,946,728	112.6	(217,728)	2,271,248	1,946,737	217,737

CONTRACTED SERVICES

20-5250-54-51595 MVBA UTIL COLLECTION	150	150	150	142	94.9	8	166	150	0
TOTAL CONTRACTED SERVICES	150	150	150	142	94.9	8	166	150	0

DEBT PAYMENTS

20-5250-55-52310 VEHICLE LEASE EXPENSE	15,000	15,000	15,000	29,870	199.1	(14,870)	34,849	29,870	14,870
20-5250-55-52410 MACHINERY EQUIPMENT LE	15,300	15,300	18,960	50,352	265.6	(31,392)	58,746	50,352	31,392
TOTAL DEBT PAYMENTS	30,300	30,300	33,960	80,222	236.2	(46,262)	93,595	80,222	46,262

CAPITAL OUTLAY < \$5K

20-5250-57-52200 COMPUTER EQUIP PURCHAS	3,000	3,000	0	0	0.0	0	0	0	0
20-5250-57-52400 MACHINERY EQUIPMENT-PU								0	
20-5250-57-52450 TOOLS	5,000	5,000	5,000	2,672	53.4	2,328	3,118	2,672	(2,328)
TOTAL CAPITAL OUTLAY < \$5K	8,000	8,000	5,000	2,672	53.4	2,328	3,118	2,672	(2,328)

CAPITAL OUTLAY > \$5K

20-5250-58-52400 MACHINERY EQUIPMENT-PU	9,000	9,000	9,000	30,829	342.5	(21,829)	35,968	30,830	21,830
TOTAL CAPITAL OUTLAY > \$5K	9,000	9,000	9,000	30,829	342.5	(21,829)	35,968	30,830	21,830

TOTAL WATER EXPENDITURES	2,092,914	2,092,314	2,390,535	2,630,978	110.1	(240,443)	3,069,562	2,631,483	240,948
---------------------------------	------------------	------------------	------------------	------------------	--------------	------------------	------------------	------------------	----------------

WASTEWATER EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
PERSONNEL									
20-5275-50-50010 SALARIES	110,045.00	110,045.00	110,045.00	92,393	84.0	17,652	107,795	92,395	(17,650)
20-5275-50-50011 COVID 19 SALARIES				72				72	
20-5275-50-50050 OVERTIME	12,655.00	12,655.00	12,655.00	7,633	60.3	5,022	8,905	7,640	(5,015)
20-5275-50-50051 COVID 19 OVERTIME				0				0	
20-5275-50-50075 LONGEVITY PAY	1,800.00	1,800.00	1,800.00	1,800	100.0	0	2,100	1,800	0
20-5275-50-50200 EMPLOYER PAID TAXES	9,524.00	9,524.00	9,524.00	7,409	77.8	2,115	8,644	7,410	(2,114)
20-5275-50-50255 WORKERS' COMPENSATION	3,400.00	3,400.00	3,400.00	2,605	76.6	795	3,039	2,610	(790)
20-5275-50-50325 HEALTH INSURANCE	20,516.00	20,516.00	20,516.00	13,376	65.2	7,140	15,606	13,380	(7,136)
20-5275-50-50410 EMPLOYER RETIREMENT CO	11,414.00	11,414.00	11,414.00	9,369	82.1	2,045	10,931	9,370	(2,044)
20-5275-50-50520 EMPLOYEE EDUCATION	600.00	600.00	600.00	521	86.8	79	608	530	(70)
20-5275-50-50700 UNEMPLOYMENT CLAIMS	2,000.00	2,000.00	2,000.00	0	0.0	2,000	0	0	(2,000)
TOTAL PERSONNEL	171,954	171,954	171,954	135,178	78.6	36,776	157,629	135,207	(36,747)
OPERATING									
20-5275-51-51011 PRE-EMPLOYMENT SCREENING	100.00	100.00	100.00	1	1.0	99	1	1	(99)
20-5275-51-51335 INSURANCE-PROPERTY, CA	9,800.00	9,800.00	9,800.00	12,216	124.7	(2,416)	14,253	12,220	2,420
20-5275-51-51338 INSURANCE LIABILITY	2,995.00	2,995.00	2,995.00	3,808	127.1	(813)	4,443	3,810	815
20-5275-51-51603 PERIODICALS & PUBLICAT	100.00	100.00	100.00	0	0.0	100	0	0	(100)
20-5275-51-51610 PERMITS & LICENSES	5,500.00	5,500.00	5,500.00	4,900	89.1	600	5,716	4,900	(600)
20-5275-51-51620 PHYSICALS/DRUG TESTING	300.00	300.00	300.00	0	0.0	300	0	0	(300)
20-5275-51-51635 PROFESSIONAL & MEMBERS	150.00	150.00	150.00	0	0.0	150	0	0	(150)
20-5275-51-51740 SUPPLIES PARTS AND MATERIALS	52,000.00	52,000.00	52,000.00	83,066	159.7	(31,066)	96,913	83,066	31,066
20-5275-51-51800 UNIFORMS & ACCESSORIES	1,000.00	1,000.00	1,000.00	387	38.7	613	452	390	(610)
20-5275-51-51809 R.O.W. FEES	700.00	700.00	700.00	643	91.9	57	751	650	(50)
20-5275-51-51813 UTILITIES-ELECTRIC BLU	165,000.00	165,000.00	165,000.00	120,931	73.3	44,069	141,090	120,940	(44,060)
20-5275-51-51815 UTILITIES-ELECTRIC TX	7,000.00	7,000.00	11,000.00	9,126	83.0	1,874	10,647	9,130	(1,870)
20-5275-51-52340 FUEL & OIL	6,000.00	6,000.00	6,000.00	3,868	64.5	2,132	4,513	3,870	(2,130)
TOTAL OPERATING	250,645	250,645	254,645	238,946	93.8	15,699	278,777	238,977	(15,668)
REPAIRS & MAINTENANCE									
20-5275-52-52010 BUILDING REPAIRS & MAI	2,500.00	2,500.00	2,500.00	192	7.7	2,308	224	200	(2,300)
20-5275-52-52320 VEHICLE REPAIRS & MAIN	3,000.00	3,000.00	3,000.00	155	5.2	2,846	180	200	(2,800)
20-5275-52-52430 MACHINERY EQUIPMENT-RE	20,000.00	20,000.00	20,000.00	3,962	19.8	16,038	4,623	4,000	(16,000)
20-5275-52-52460 REPAIRS-WELLS,PUMPS,MO	35,000.00	35,000.00	35,000.00	60,480	172.8	(25,480)	70,562	60,480	25,480
TOTAL REPAIRS & MAINTENANCE	60,500	60,500	60,500	64,789	107.1	(4,289)	75,590	64,880	4,380

WATER/WASTEWATER

20-5275-53-53010 TESTING WATER AND WAST	25,000	25,000	25,000	19,548	78.2	5,452	22,807	20,000	(5,000)
20-5275-53-53040 WATER FEES-MANVILLE	1,000	1,000	1,000	728	72.8	272	849	800	(200)
20-5275-53-53160 WASTEWATER FEES-AUSTIN	550,000	550,000	550,000	565,294	102.8	(15,294)	659,528	565,295	15,295
TOTAL WATER/WASTEWATER	576,000	576,000	576,000	585,570	101.7	(9,570)	683,184	586,095	10,095

CONTRACTED SERVICES

20-5275-54-51165 ENGINEERING/PLANNING S	15,000	15,000	770	769	99.8	2	897	770	0
20-5275-54-51440 LEGAL FEES	10,000	10,000	0	0	0.0	0	0	0	0
20-5275-54-53150 SLUDGE DISPOSAL	10,000	10,000	61,000	180,569	296.0	(119,569)	210,670	180,570	119,570
TOTAL CONTRACTED SERVICES	35,000	35,000	61,770	181,338	293.6	(119,568)	211,567	181,340	119,570

DEBT PAYMENTS

20-5275-55-52310 VEHICLE LEASE EXPENSE	18,160	18,160	21,020	0	0.0	21,020	0	0	(21,020)
TOTAL DEBT PAYMENTS	18,160	18,160	21,020	0	0.0	21,020	0	0	(21,020)

CAPITAL OUTLAY < \$5K

20-5275-57-52400 MACHINERY EQUIPMENT-PURCHASES	5,000	5,000	5,000	0	0.0	5,000	0	0	(5,000)
TOTAL CAPITAL OUTLAY < \$5K	5,000	5,000	5,000	0	0.0	5,000	0	0	(5,000)

CAPITAL OUTLAY > \$5K

20-5275-58-52400 MACHINERY EQUIPMENT-PU	21,000	21,000	21,000	0	0.0	21,000	0	0	(21,000)
20-5275-58-52410 CAPITAL OUTLAY	15,000	15,000	15,000	0	0.0	15,000	0	0	(15,000)
TOTAL CAPITAL OUTLAY > \$5K	36,000	36,000	36,000	0	0.0	36,000	0	0	(36,000)

TOTAL WASTEWATER EXPENDITURES	1,153,259	1,153,259.00	1,186,889	1,205,821	101.6	(18,932)	1,406,746	1,206,499	19,610
--------------------------------------	------------------	---------------------	------------------	------------------	--------------	-----------------	------------------	------------------	---------------

NON-DEPARTMENTAL EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET	REQUESTED BUDGET DIFF.
--------------------------------------	------------------------------	------------------------------------	------------------------------------	------------------------------------------	------------------------	---------------------------	-------------------------------	-------------------------------------	-----------------------------------

CAPITAL OUTLAY > \$5K

20-5999-58-58005 2016 CO BOND EXPENSES	0	0	7,266,356	13,028,257	179.3	(5,761,901)	15,200,068	13,028,257	5,761,901
TOTAL CAPITAL OUTLAY > \$5K	0	0	7,266,356	13,028,257	179.3	(5,761,901)	15,200,068	13,028,257	5,761,901

TOTAL NON-DEPARTMENTAL EXPENDITURES	0	0	7,266,356	13,028,257	179.3	(5,761,901)	15,200,068	13,028,257	5,761,901
--------------------------------------------	----------	----------	------------------	-------------------	--------------	--------------------	-------------------	-------------------	------------------

TOTAL EXPENDITURES	3,764,480	3,763,880	11,273,944	17,305,750	153.5	(6,031,806)	20,190,367	17,306,969	6,033,025
---------------------------	------------------	------------------	-------------------	-------------------	--------------	--------------------	-------------------	-------------------	------------------

REVENUES OVER/(UNDER) EXPENDITURES	(4,160)	(3,560)	(7,441,785)	-11,898,178		4,456,393	(13,881,818)	-11,898,616	(4,456,831)
-------------------------------------------	----------------	----------------	--------------------	--------------------	--	------------------	---------------------	--------------------	--------------------

**30 -DEBT SERVICE FUND
FINANCIAL SUMMARY**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

	100 % OF YEAR COMPLETE							
REVENUE SUMMARY	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
NON-DEPARTMENTAL								
TAXES	2,182,700	2,182,700	2,221,811	2,233,106	100.5	(11,295)	3,163,731	2,204,664.00
OTHER	4,500	4,500	665	2,578	387.7	(1,913)	3,652	2,500.00
TRANSFERS	0	0	0	0	0.0	0	0	-
TOTAL NON-DEPARTMENTAL	2,187,200	2,187,200	2,222,476	2,235,684	100.6	(13,208)	3,167,384	2,207,164.00
TOTAL REVENUES	2,187,200	2,187,200	2,222,476	2,235,684	100.6	(13,208)	3,167,384	2,207,164.00
EXPENDITURE SUMMARY								
NON-DEPARTMENTAL								
OPERATING	1,500	1,500	150	150	100.0	0	213	150.00
DEBT PAYMENTS	2,186,097	2,186,097	2,185,945	2,180,665	99.8	5,280	3,089,435	2,185,946.00
TRANSFERS	0	0	0	0	0.0	0	0	-
TOTAL NON-DEPARTMENTAL	2,187,597	2,187,597	2,186,095	2,180,815	99.8	5,280	3,089,648	2,186,096.00
TOTAL EXPENDITURES	2,187,597	2,187,597	2,186,095	2,180,815	99.8	5,280	3,089,648	2,186,096.00
REVENUES OVER/(UNDER) EXPENDITURES	(397)	(397)	36,381	54,870		(18,489)	77,736	21,068.00

30 -DEBT SERVICE FUND
REVENUES
AMENDED BUDGET WORKSHEETS
FY 2019-20

NON-DEPARTMENTAL REVENUES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
TAXES								
30-4999-40-40000 ADVALOREM TAXES - CURR	2,180,000	2,180,000	2,180,000	2,180,971	100.0	(971)	3,089,869	2,180,000
30-4999-40-40010 ADVALOREM TAXES - DELI	2,700	2,700	41,811	52,135	124.7	(10,324)	73,862	52,135
TOTAL TAXES	2,182,700	2,182,700	2,221,811	2,233,106	100.5	(11,295)	3,163,731	2,232,135
OTHER								
30-4999-48-48000 INTEREST INCOME	4,500	4,500	4,500	2,578	57.3	1,922	3,652	2,578
30-4999-48-49000 BOND PROCEEDS	0	0	0	0	0.0	0	0	-
TOTAL OTHER	4,500	4,500	4,500	2,578	57.3	1,922	3,652	2,578
TRANSFERS								
30-4999-49-5000 TRANSFER FROM GF	0	0	0	0	0.0	0	0	-
30-4999-49-50005 TRANSFER FROM GF	0	0	0	0	0.0	0	0	-
30-4999-49-50010 TRANSFER FROM UF	0	0	0	0	0.0	0	0	-
30-4999-49-60010 TRANSFER FROM CPF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	-
TOTAL NON-DEPARTMENTAL REVENUES	2,187,200	2,187,200	2,226,311	2,235,684	100.4	(9,373)	3,167,384	2,234,713
TOTAL REVENUES	2,187,200	2,187,200	2,226,311	2,235,684	100.4	(9,373)	3,167,384	2,234,713

30 -DEBT SERVICE FUND
EXPENDITURES
AMENDED BUDGET WORKSHEETS
FY 2019-20

NON-DEPARTMENTAL EXPENDITURES	100 % OF YEAR COMPLETE						BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET				
OPERATING									
30-5999-51-51050 BANK ADMIN FEES	1,500	1,500	150	150	100.0	0	213	150	
TOTAL OPERATING	1,500	1,500	150	150	100.0	0	213	150	
DEBT PAYMENTS									
30-5999-55-53000 BOND ADMIN FEES	1,085	1,085	935	1,050	112.3	(115)	1,488	935	
30-5999-55-59030 INTEREST - 2010 GO BONDS	20,389	20,389	20,389	14,994	73.5	5,396	21,242	20,389	
30-5999-55-59031 INTEREST - 2012 GO BONDS	42,203	42,203	42,202	42,203	100.0	(1)	59,790	42,203	
30-5999-55-59032 INTEREST - 2012 CO BONDS	26,519	26,519	26,518	26,519	100.0	(1)	37,570	26,519	
30-5999-55-59033 INTEREST - 2015 GO BONDS	87,020	87,020	87,020	87,019	100.0	1	123,284	87,020	
30-5999-55-59034 INTEREST - 2016 CO BONDS	363,881	363,881	363,881	363,881	100.0	0	515,525	363,881	
30-5999-55-59530 PRINCIPAL -2010 GO BOND	70,000	70,000	70,000	70,000	100.0	0	99,172	70,000	
30-5999-55-59531 PRINCIPAL -2012 GO BOND	290,000	290,000	290,000	290,000	100.0	0	410,855	290,000	
30-5999-55-59532 PRINCIPAL -2012 CO BOND	120,000	120,000	120,000	120,000	100.0	0	170,009	120,000	
30-5999-55-59533 PRINCIPAL -2015 CO BOND	420,000	420,000	420,000	420,000	100.0	0	595,031	420,000	
30-5999-55-59534 PRINCIPAL -2016 CO BOND	745,000	745,000	745,000	745,000	100.0	0	1,055,471	745,000	
TOTAL DEBT PAYMENTS	2,186,097	2,186,097	2,185,945	2,180,665	99.8	5,280	3,089,435	2,185,946	
TOTAL NON-DEPARTMENTAL EXPENDITURES	2,187,597	2,187,597	2,186,095	2,180,815	99.8	5,280	3,089,648	2,186,096	
TOTAL EXPENDITURES	2,187,597	2,187,597	2,186,095	2,180,815	99.8	5,280	3,089,648	2,186,096	
REVENUES OVER/(UNDER) EXPENDITURES	(397)	(397)	40,216	54,870		(14,654)	77,736	48,617	

**40 -CAPITAL PROJECTS FUND
FINANCIAL SUMMARY**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

REVENUE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
NON-DEPARTMENTAL								
OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0
OTHER	0	0	0	0	0.0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0.0	0	0	0
TOTAL REVENUES	0	0	0	0	0.0	0	0	0
EXPENDITURE SUMMARY								
IMPACT FEE PROJECTS								
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL IMPACT FEE PROJECTS	0	0	0	0	0.0	0	0	0
BOND PROJECTS								
CAPITAL OUTLAY > \$5K	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
TOTAL BOND PROJECTS	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
GRANT PROJECTS								
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL GRANT PROJECTS	0	0	0	0	0.0	0	0	0
NON-DEPARTMENTAL								
CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0.0	0	0	0
TOTAL EXPENDITURES	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
REVENUES OVER/(UNDER) EXPENDITURES	(18,000,000)	(18,000,000)	(18,000,000)	0	(18,000,000)	0	0	0

**40 -CAPITAL PROJECTS FUND
REVENUES**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
NON-DEPARTMENTAL REVENUES								
OTHER FINANCING SOURCES								
40-4999-41-41000 BOND PROCEEDS	0	0	0	0	0.0	0	0	0
40-4999-41-41010 GRANT PROCEEDS-SIDEWAL	0	0	0	0	0.0	0	0	0
40-4999-41-41015 GRANT PROCEEDS - POLIC	0	0	0	0	0.0	0	0	0
40-4999-41-41020 GRANT PROCEEDS-STREET	0	0	0	0	0.0	0	0	0
40-4999-41-41050 LOAN PROCEEDS	0	0	0	0	0.0	0	0	0
40-4999-41-42000 REIMBURSED FROM CITIZE	0	0	0	0	0.0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0.0	0	0	0
OTHER								
40-4999-48-48000 INTEREST INCOME	0	0	0	0	0.0	(0)	0	0
TOTAL OTHER	0	0	0	0	0.0	0	0	0
TRANSFERS								
40-4999-49-50005 TRANSFERS FROM GF	0	0	0	0	0.0	0	0	0
40-4999-49-50015 TRANSFER FROM UF	0	0	0	0	0.0	0	0	0
40-4999-49-50020 TRANSFER FROM CIFF (W)	0	0	0	0	0.0	0	0	0
40-4999-49-50021 TRANSFER FROM CIFF (WW)	0	0	0	0	0.0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL REVENUES	0	0	0	0	0.0	0	0	0
TOTAL REVENUES	0	0	0	0	0.0	0	0	0

**40 -CAPITAL PROJECTS FUND
EXPENDITURES**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

IMPACT FEE PROJECTS EXPENDITURES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
CAPITAL OUTLAY > \$5K								
40-5996-58-58140 CP- PG/E TANK LINE (DE	0	0	0	0	0.0	0	0	0
40-5996-58-58143 CP-2010 STREET IMPR (W	0	0	0	0	0.0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL IMPACT FEE PROJECTS EXPENDITURES	0	0	0	0	0.0	0	0	0

BOND PROJECTS EXPENDITURES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE		
CAPITAL OUTLAY > \$5K								
40-5997-58-58041 CP-2016 CO BOND WWTP EXPAN	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
TOTAL CAPITAL OUTLAY > \$5K	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0
TOTAL BOND PROJECTS EXPENDITURES	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0

GRANT PROJECTS EXPENDITURES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE		
CAPITAL OUTLAY > \$5K								
40-5999-58-58005 2016 CO BOND EXPENSES				0		0		
40-5998-58-58006 GRANT EXPENSES - SIDEW	0	0	0	0	0.0	0	0	0
40-5998-58-58110 GRANT EXPENSES - STREE	0	0	0	0	0.0	0	0	0
40-5998-58-58115 GRANT- POLICE COMPUTER	0	0	0	0	0.0	0	0	0
40-5998-58-58120 GRANT- 09 CAPT METRO P	0	0	0	0	0.0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TOTAL GRANT PROJECTS EXPENDITURES	0	0	0	0	0.0	0	0	0

NON-DEPARTMENTAL EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
CAPITAL OUTLAY > \$5K								
40-5999-58-57000 CP- WEST ELEV TANK & C	0	0	0	0	0.0	0	0	0
40-5999-58-57001 CP - PG EAST ELEV TANK	0	0	0	0	0.0	0	0	0
40-5999-58-57005 CP-CARRIAGE HILLS OFFS	0	0	0	0	0.0	0	0	0
40-5999-58-57015 CP - CHAMBERLAIN HOUSE	0	0	0	0	0.0	0	0	0
40-5999-58-57025 CP- CITY HALL ANNEX	0	0	0	0	0.0	0	0	0
40-5999-58-57050 BOND ISSUE COSTS	0	0	0	0	0.0	0	0	0
40-5999-58-58000 CP-WILBARGER WWTP (CIF	0	0	0	0	0.0	0	0	0
40-5999-58-58001 PHASE I - STREETS & DR	0	0	0	0	0.0	0	0	0
40-5999-58-58005 2016CO BOND EXPENSES	0	0	0	0	0.0	0	0	0
40-5999-58-58007 CP- MANVILLE LINE EXT	0	0	0	0	0.0	0	0	0
40-5999-58-58008 CP- COA INTERCONNECT	0	0	0	0	0.0	0	0	0
40-5999-58-58009 CP- WATER MASTER PLAN	0	0	0	0	0.0	0	0	0
40-5999-58-58015 CP- END OP WATER	0	0	0	0	0.0	0	0	0
40-5999-58-58020 CP- WASTEWATER PH 3	0	0	0	0	0.0	0	0	0
40-5999-58-58025 CP-ST & DRAINAGE PH II	0	0	0	0	0.0	0	0	0
40-5999-58-58030 CP- 2008 CAP METRO PAV	0	0	0	0	0.0	0	0	0
40-5999-58-58035 CP- S. LEXINGTON TURN	0	0	0	0	0.0	0	0	0
40-5999-58-58045 CP- 973 (S. LEXINGT) T	0	0	0	0	0.0	0	0	0
40-5999-58-58100 GRANT EXPENSES - MANOR	0	0	0	0	0.0	0	0	0
40-5999-58-58105 GRANT EXPENSES - HOME	0	0	0	0	0.0	0	0	0
40-5999-58-58125 CP- JOYCE TURNER	0	0	0	0	0.0	0	0	0
40-5999-58-58130 CP- LEXINGTON-MURRAY S	0	0	0	0	0.0	0	0	0
40-5999-58-58141 CP- PFG - MANVILLE CON	0	0	0	0	0.0	0	0	0
TOTAL CAPITAL OUTLAY > \$5K	0	0	0	0	0.0	0	0	0
TRANSFERS								
40-5999-59-50010 TRANSFER TO GF	0	0	0	0	0.0	0	0	0
40-5999-59-60000 TRANSFER TO UF (CIF W)	0	0	0	0	0.0	0	0	0
40-5999-59-60001 TRANSFER TO UF	0	0	0	0	0.0	0	0	0
40-5999-59-60005 TRANSFER TO UF (WW)	0	0	0	0	0.0	0	0	0
40-5999-59-60010 TRANSFER TO DSF	0	0	0	0	0.0	0	0	0
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL NON-DEPARTMENTAL EXPENDITURES	0	0	0	0	0.0	0	0	0
TOTAL EXPENDITURES	18,000,000	18,000,000	18,000,000	0	0.0	18,000,000	0	0

REVENUES OVER/(UNDER) EXPENDITURES	(18,000,000)	(18,000,000)	(18,000,000)	0	(18,000,000)
------------------------------------	--------------	--------------	--------------	---	--------------

0	0
---	---

**60 -SPECIAL REVENUE FUND
FINANCIAL SUMMARY**

**AMENDED BUDGET WORKSHEETS
FY 2019-20**

REVENUE SUMMARY	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	100 % OF YEAR COMPLETE			PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
				Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION								
TAXES	31,000	31,000	33,200	41,156	124.0	(7,956)	58,306	41,175
OTHER	25	25	25	0	0.0	25	0	0
TOTAL ADMINISTRATION	31,025	31,025	33,225	41,156	123.9	(7,931)	58,306	41,175
TOTAL REVENUES	31,025	31,025	33,225	41,156	123.9	(7,931)	58,306	41,175
EXPENDITURE SUMMARY								
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
ADMINISTRATION								
OPERATING	44,000	44,000	46,345	11,345	24.5	35,000	16,072	11,345
TOTAL ADMINISTRATION	44,000	44,000	46,345	11,345	24.5	35,000	16,072	11,345
TOTAL EXPENDITURES	44,000	44,000	46,345	11,345	24.5	35,000	16,072	11,345
REVENUES OVER/(UNDER) EXPENDITURES	(12,975)	(12,975)	(13,120)	29,811		(42,931)	42,233	29,830

**60 -SPECIAL REVENUE FUND
REVENUES**
**AMENDED BUDGET WORKSHEETS
FY 2019-20**

ADMINISTRATION REVENUES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
TAXES								
60-4100-40-40030 HOTEL OCCUPANCY TAXES	30,000	30,000	30,000	37,694	125.6	(7,694)	53,401	37,700
60-4100-40-40031 LATE PENALTIES	0	0	0	0	0.0	0	0	0
60-4100-40-48000 HOT INTEREST INCOME	1,000	1,000	3,200	3,462	108.2	(262)	4,905	3,475
TOTAL TAXES	31,000	31,000	33,200	41,156	124.0	(7,956)	58,306	41,175
OTHER								
60-4100-48-46500 ROSE HILL PID SPEC ASS	0	0	0	0	0.0	0	0	0
60-4100-48-48002 INTEREST INCOME - RH	25	25	25	0	0.0	25	0	0
TOTAL OTHER	25	25	25	0	0.0	25	0	0
TOTAL ADMINISTRATION REVENUES	31,025	31,025	33,225	41,156	123.9	(7,931)	58,306	41,175
TOTAL REVENUES	31,025	31,025	33,225	41,156	123.9	(7,931)	58,306	41,175

**60 -SPECIAL REVENUE FUND
EXPENDITURES**
**AMENDED BUDGET WORKSHEETS
FY 2019-20**

ADMINISTRATION EXPENDITURES	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
OPERATING								
60-5100-51-51000 HOTEL OCCUPANCY EXPEND	9,000	9,000	11,345	11,345	100.0	0	16,072	11,345
60-5100-51-52000 ROSE HILL PID EXPENDIT	35,000	35,000	35,000	0	0.0	35,000	0	0
TOTAL OPERATING	44,000	44,000	46,345	11,345	24.5	35,000	16,072	11,345
TOTAL ADMINISTRATION EXPENDITURES	44,000	44,000	46,345	11,345	24.5	35,000	16,072	11,345
TOTAL EXPENDITURES	44,000	44,000	46,345	11,345	24.5	35,000	16,072	11,345
REVENUES OVER/(UNDER) EXPENDITURES	(12,975)	(12,975)	(13,120)	29,811		(42,931)	42,233	29,830

70 - CAPITAL IMPACT FEES FUND
FINANCIAL SUMMARY

AMENDED BUDGET WORKSHEETS
FY 2019-20

REVENUE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
WATER								
OTHER	191,150	191,150	392,006	563,496	143.7	(171,490)	845,244	563,496
TOTAL WATER	191,150	191,150	392,006	563,496	143.7	(171,490)	845,244	563,496
WASTEWATER								
OTHER	401,250	401,250	864,500	2,633,022	304.6	(1,768,522)	3,730,202	2,633,022
TOTAL WASTEWATER	401,250	401,250	864,500	2,633,022	304.6	(1,768,522)	3,730,202	2,633,022
TOTAL REVENUES	592,400	592,400	1,256,506	3,196,518	254.4	(1,940,012)	4,575,446	3,196,518

EXPENDITURE SUMMARY	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
ADMINISTRATION								
OPERATING	0	0	0	0	0.0	0	0	0
TOTAL ADMINISTRATION	0	0	0	0	0.0	0	0	0
WATER								
REPAIRS & MAINTENANCE			9,200	192,557				192,557
CONTRACTED SERVICES	0	0	0	0	0.0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WATER	0	0	0	192,557	0.0	(192,557)	0	192,557
WASTEWATER								
OPERATING	0	0	0	826	0.0	(826)	28	826
REPAIRS & MAINTENANCE	0	0	0	92,982	0.0	(92,982)	0	0
WATER/WASTEWATER	20,000	20,000	49,000	50,493	103.0	(1,493)	71,533	50,500
CONTRACTED SERVICES	0	0	0	0	0.0	0	0	0
DEBT PAYMENTS	8,557	8,557	0	0	0.0	0	0	0
TRANSFERS	0	0	0	0	0.0	0	0	0
TOTAL WASTEWATER	28,557	28,557	49,000	144,300	294.5	(95,300)	71,561	51,326
TOTAL EXPENDITURES	28,557	28,557	49,000	336,857	687.5	(287,857)	71,561	243,88

REVENUES OVER/(UNDER) EXPENDITURES	563,843	563,843	1,207,506	2,859,661	(1,652,155)	4,503,885	2,952,635
-------------------------------------------	----------------	----------------	------------------	------------------	--------------------	------------------	------------------

70 -CAPITAL IMPACT FEES FUND
REVENUES
AMENDED BUDGET WORKSHEETS
FY 2019-20

	100 % OF YEAR COMPLETE						PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE		
WATER REVENUES								
OTHER								
70-4250-48-43090 CIF WATER	190,750	190,750	390,506	559,260	143.2	(168,754)	792,304	559,260.00
70-4250-48-48000 INTEREST INCOME - WATE	400	400	1,500	4,236	282.4	(2,736)	6,001	4,236.00
TOTAL OTHER	191,150	191,150	392,006	563,496	143.7	(171,490)	845,244	563,496.00
TOTAL WATER REVENUES	191,150	191,150	392,006	563,496	143.7	(171,490)	845,244	563,496.00
WASTEWATER REVENUES								
OTHER								
70-4275-48-43190 CIF WASTEWATER	401,000	401,000	864,000	2,633,022	304.7	(1,769,022)	3,730,202	2,633,022.00
70-4275-48-48000 INTEREST INCOME - WAST	250	250	500	0	0.0	500	0	-
TOTAL OTHER	401,250	401,250	864,500	2,633,022	304.6	(1,768,522)	3,730,202	2,633,022.00
TOTAL WASTEWATER REVENUES	401,250	401,250	864,500	2,633,022	304.6	(1,768,522)	3,730,202	2,633,022.00
TOTAL REVENUES	592,400	592,400	1,256,506	3,196,518	254.4	(1,940,012)	4,575,446	3,196,518.00

70 -CAPITAL IMPACT FEES FUND
EXPENDITURES

AMENDED BUDGET WORKSHEETS
FY 2019-20

100 % OF YEAR COMPLETE

ADMINISTRATION EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
OPERATING								
70-5100-51-51640 DUES & SUBSCRIPTIONS	0	0	0	0	0.0	0	0	-
TOTAL OPERATING	0	0	0	0	0.0	0	0	-
TOTAL ADMINISTRATION EXPENDITURES	0	0	0	0	0.0	0	0	-

WATER EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 07/24/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
REPAIRS & MAINTENANCE								
70-5250-52-53001 WATER IMPROVEMENTS	0	0	9,200	192,557	2,093.0	(183,357)	272,795	192,557.00
TOTAL CONTRACTED SERVICES	0	0	9,200	192,557	2,093.0	(183,357)	272,795	192,557.00
CONTRACTED SERVICES								
70-5250-54-51165 IMPACT FEE STUDY - WAT	0	0	0	0	0.0	0	0	-
TOTAL CONTRACTED SERVICES	0	0	0	0	0.0	0	0	-
TRANSFERS								
70-5250-59-60010 TRANSFERS TO CPF	0	0	0	0	0.0	0	0	-
70-5250-59-60020 TRANSFER TO UF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	-
TOTAL WATER EXPENDITURES	0	0	9,200	192,557	2,093.0	(183,357)	0	192,557.00

WASTEWATER EXPENDITURES	FY 2019-20 ACTUAL	FY 2019-20 ORIG. BUDGET	FY 2019-20 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2020	% OF BUDGET	BUDGET BALANCE	PROJECTED YEAR END	REQUESTED 2019-20 BUDGET
OPERATING								
70-5275-51-51043 ADVERTISING				806				806.00
70-5275-51-51042 BANK CHARGES	0	0	0	20	0.0	(20)	28	20.00
TOTAL OPERATING	0	0	0	826	0.0	(826)	28	826.00
REPAIRS & MAINTENANCE								
70-5275-52-53001 WASTEWATER IMPROVEMENTS	0	0	0	92,982	0.0	(92,982)	131,727	92,982.00
70-5275-52-53155 DWYER LUE PRIOR YR PAY	0	0	0	0	0.0	0	0	-

Item 19.

TOTAL REPAIRS & MAINTENANCE	0	0	0	92,982	0.0	(92,982)
-----------------------------	---	---	---	--------	-----	----------

0	-
---	---

WATER/WASTEWATER

70-5275-53-53165 IMPACT FEES- CITY OF AUSTIN	20,000	20,000	49,000	50,493	103.0	(1,493)	71,533	50,500.00
70-5275-53-53175 IMPACT FEES- RH MANOR	0	0	0	0	0.0	0	0	-
TOTAL WATER/WASTEWATER	20,000	20,000	49,000	50,493	103.0	(1,493)	71,533	50,500.00

CONTRACTED SERVICES

70-5275-54-51165 IMPACT FEE STUDY - WW	0	0	0	0	0.0	0	0	-
70-5275-54-51166 STONEWATER SUB REIMB	0	0	0	0	0.0	0	0	-
70-5275-54-51167 PRESIDENTIAL GLEN SUB	0	0	0	0	0.0	0	0	-
TOTAL CONTRACTED SERVICES	0	0	0	0	0.0	0	0	-

DEBT PAYMENTS

70-5275-55-59100 DEBT PAYMENT S - COA WW	0	0	0	0	0.0	0	0	-
70-5275-55-59150 DEBT PAYMENTS - COA WW	0	0	0	0	0.0	0	0	-
70-5275-55-60000 INTEREST EXPENSE	8,557	8,557	0	0	0.0	0	0	-
TOTAL DEBT PAYMENTS	8,557	8,557	0	0	0.0	0	0	-

TRANSFERS

70-5275-59-60010 TRANSFERS TO CPF	0	0	0	0	0.0	0	0	-
TOTAL TRANSFERS	0	0	0	0	0.0	0	0	-

TOTAL WASTEWATER EXPENDITURES	28,557	28,557	49,000	144,300	294.5	(95,300)	71,561	51,326.00
TOTAL EXPENDITURES	28,557	28,557	58,200	336,857	578.8	(278,657)	71,561	243,883.00
REVENUES OVER/(UNDER) EXPENDITURES	563,843	563,843	1,198,306	2,859,661		(1,661,355)	4,503,885	2,952,635.00



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of Mayor Pro Tem to serve a one-year term.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council appoint a Council Member to the position of Mayor Pro Tem to serve a one-year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of three (3) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council appoint three (3) Public Improvement District (PID) Committee Council Members; and Chairperson to serve a one-year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of three (3) Budget Committee Council Members; and Chairperson to serve a one -year term.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council appoint three (3) Budget Committee Council Members; and Chairperson to serve a one -year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of two (2) Emergency Management Committee Council Members to serve a one -year term.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council appoint two (2) Emergency Management Committee Council Members to serve a one -year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Thomas Bolt, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the appointment of three (3) Park Committee Council Members; and Chairperson to serve a one -year term.

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Not Applicable
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

It is the City staff’s recommendation that the City Council appoint three (3) Park Committee Council Members; and Chairperson to serve a one -year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 18, 2020
PREPARED BY: Scott Dunlop, Assistant Development Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the reappointments for the Planning and Zoning Commission Members for Place No. 1; Place No. 3; Place No. 5 and Place No. 7.

BACKGROUND/SUMMARY:

Current Planning and Zoning Commissioner's Leonard, Tryon, Cardona and Small have submitted their application for reappointments. Their term of office expires January 1, 2021.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- P&Z Commission Roster
- P&Z Commission Attendance Report

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council reappoint Planning and Zoning Commissioners - Julie Leonard, Place No. 1; Philip Tryon, Place No. 3; Ruben Cardona, Place No. 5; and LaKesha Small, Place No. 7 to serve a two-year term.

PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**



Planning and Zoning Commission Roster/Terms of Office

<u>Name</u>	<u>Place</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term</u>
Julie Leonard	Place No. 1 Vice-Chair	01/04/2017	1/2/2019	1/01/2021
Jacob Hammersmith	Place No. 2	12/6/2017	12/18/2019	1/01/2022
Philip Tryon	Place No. 3 Chair	8/7/2019		1/01/2021
Isaac Rowe	Place No. 4	8/7/2019	12/18/2019	1/01/2022
Ruben J. Cardona	Place No. 5	08/05/2020		1/01/2021
Cecil Meyer	Place No. 6 ETJ Resident	12/18/2019		1/01/2022
LaKesha Small	Place No. 7 ETJ Resident	10/2/2019		1/01/2021

City of Manor
105 E. Eggleston St. / P.O. Box 387
Manor, TX 78653

ATTENDANCE REPORT

BOARD/COMMISSION
PLANNING & ZONING COMMISSION

REPORTING PERIOD
 01/01/2020 to 11/13/2020

MEMBERS	MEETINGS	MONTHS															TOTALS		
		JAN 08	FEB 12	MAR 11	APRIL 08	MAY 13	JUNE 10	JULY 08	JULY 14	AUG 12	AUG 26	SEPT 09	OCT 14	OCT 21	NOV 12	DEC 09	Present	Absent	Total # of Meetings
JULIE LEONARD PLACE NO. 1 VICE-CHAIR	Regular	P	P	P	A	P	P	P	P	P	P	P	P	P	A		12	2	14
					NQ	ZM	NM	ZM	ZM	ZM	ZM	ZM	ZM	ZM	ZM	ZM			
									CSS		CSS			CSS	CSS				
JACOB HAMMERSMITH PLACE NO. 2	Regular	P	P	P	P	P	A	P	A	P	A	A	P	P	P		10	4	14
						NQ	ZM	NM	ZM	ZM	ZM	ZM	ZM	ZM	ZM	ZM			
										CSS		CSS			CSS	CSS			
PHILIP TRYON PLACE NO. 3 CHAIRMAN	Regular	P	P	P	A	P	A	A	P	P	P	P	A	P	A		9	5	14
						NQ	ZM	NM	ZM	ZM	ZM	ZM	ZM	ZM	ZM	ZM			
										CSS		CSS			CSS	CSS			
ISAAC ROWE PLACE NO. 4	Regular	P	P	A	P	P	A	P	P	A	A	P	A	P	P		9	5	14
						NQ	ZM	NM	ZM	ZM	ZM	ZM	ZM	ZM	ZM	ZM			
										CSS		CSS			CSS	CSS			
LIAN STUTSMAN JANUARY TO JULY	Regular	P	P	P	A	P	A	A	A								4	4	8
						NQ	ZM	NM	ZM	ZM									
										CSS									
RUBEN J CARDONA AUGUST TO DECEMBER PLACE NO. 5	Regular									P	P	A	P	A	P		4	2	6
											ZM				ZM	ZM			
												CSS			CSS	CSS			
CECIL MEYER PLACE NO. 6 ETJ RESIDENT	Regular	P	P	P	P	P	P	P	A	P	P	P	P	P	P		13	1	14
							NQ	ZM	NM	ZM	ZM	ZM	ZM	ZM	ZM	ZM			
											CSS		CSS		CSS	CSS			
LAKESH SMALL PLACE NO. 7 ETJ RESIDENT	Regular	P	P	P	A	P	P	P	P	P	P	A	P	P	P		12	2	14
							NQ	ZM	NM	ZM	ZM	ZM	ZM	ZM	ZM	ZM			
											CSS		CSS		CSS	CSS			

P = PRESENT A = ABSENT NQ = NO QUORUM ZM = MEETING CONDUCTED ONLINE THROUGH ZOOM CSS = CALLED SPECIAL SESSION
 In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission,
 The Council has directed that attendance records be kept by city staff and forwarded to members for their review.