



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

City Council Called Special Session

Tuesday, June 18, 2024 at 7:00 PM

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

AGENDA

This meeting will be live-streamed on Manor's YouTube Channel
You can access the meeting at <https://www.youtube.com/@cityofmanorsocial/streams>

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

EVENTS/ANNOUNCEMENTS

- A.** The Fourth of July Event, July 4, 2024, at 15317 US Hwy 290E.
Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

- B.** Movie Night Out Event, June 14 – August 9, 2024, at Timmermann Park
Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

PUBLIC COMMENTS

Non-Agenda Item Public Comments (white card): Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person.

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

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

CONSENT AGENDA

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

1. Consideration, discussion, and possible action to approve the City Council Minutes.

Submitted by: Lluvia T. Almaraz, City Secretary

- **May 15, 2024, City Council Regular Meeting;**
- **June 1, 2024, City Council and P&Z Commission Joint Workshop; and**
- **June 5, 2024, City Council Regular Meeting**

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

Submitted by: Scott Moore, City Manager

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

Submitted by: Scott Moore, City Manager

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

4. Consideration, discussion, and possible action on a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and John and Rita Jonse.

Submitted by: Scott Dunlop, Development Services Director

5. Consideration, discussion, and possible action on a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and Kirk and Cathy Jonse.

Submitted by: Scott Dunlop, Development Services Director

REGULAR AGENDA

6. Consideration, discussion, and possible action on the Rental Assistance Program for eligible small businesses that relocate to or start-up in the City of Manor.

Submitted by: Scott Jones, Economic Development Director

- 7.** Consideration, discussion, and possible action on the camera system upgrade for the City of Manor.
Submitted by: Phil Green, IT Director
- 8.** Consideration, discussion, and possible action on an ordinance Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, Amending Variance Processes.
Submitted by: Ryan Phipps, Chief of Police
- 9.** Consideration, discussion, and possible action on a Bank Depository Agreement renewal with Frontier Bank.
Submitted by: Belen Peña, Finance Director
- 10.** Consideration, discussion, and possible action on a Bank Depository Agreement renewal with Independent Bank.
Submitted by: Belen Peña, Finance Director
- 11.** Consideration, discussion, and possible action on an Ordinance amending and replacing Ordinance No. 271 to adopt an investment policy for the City of Manor, Texas.
Submitted by: Belen Peña, Finance Director
- 12.** Reconsideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.
Applicant: Professional StruCIVIL Engineers Inc.
Owner: Najib Wehbe
Submitted by: Scott Dunlop, Development Services Director
- 13.** Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.
Applicant: Professional StruCIVIL Engineers Inc.
Owner: Najib Wehbe
Submitted by: Scott Dunlop, Development Services Director
- 14.** **Second and Final Reading:** Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.
Applicant: Professional StruCIVIL Engineers Inc.
Owner: Najib Wehbe
Submitted by: Scott Dunlop, Development Services Director

- 15. Second and Final Reading:** Consideration, discussion, and possible action on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.
Submitted by: Scott Dunlop, Development Services Director
- 16. Second and Final Reading:** Consideration, discussion, and possible action on an Ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium.
Applicant: Professional StruCIVIL Engineers Inc.
Owner: Najib Wehbe
Submitted by: Scott Dunlop, Development Services Director
- 17. First Reading:** Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.
Submitted by: Scott Dunlop, Development Services Director
- 18. First Reading:** Consideration, discussion, and possible action on the submission of a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, being one (1) acre, more or less, and located at the northwest intersection of FM 973 and US HWY 290, Manor, TX.
Applicant: Development Collaborative LLC
Owner: Endeavor Real Estate Group, Inc.
Submitted by: Scott Dunlop, Development Services Director
- 19. First Reading:** Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial.
Applicant: Phantastic Endeavor LLC
Owner: Kimley-Horn
Submitted by: Scott Dunlop, Development Services Director
- 20. Consideration, discussion, and possible action on a License Agreement for the New Haven Development.**
Submitted by: Scott Dunlop, Development Services Director
- 21. Consideration, discussion, and possible action on a Subdivision Concept Plan for three hundred and twenty-five (325) lots on 113.415 acres, more or less, and being located at located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.**
Applicant: Jamison Civil Engineering LLC
Owner: Okra Land Incorporated
Submitted by: Scott Dunlop, Development Services Director

- 22. Consideration, discussion, and possible action on a Development Agreement for 14704 US Hwy 290 Development located at 14704 US Hwy 290.**
Submitted by: Scott Dunlop, Development Services Director
- 23. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Monarch Ranch Commercial Development.**
Submitted by: Scott Dunlop, Development Services Director
- 24. Consideration, discussion and possible action on an Interlocal Agreement Between Manor Independent School District and the City of Manor for the Summer Library Program.**
Submitted by: Scott Moore, City Manager
- 25. Consideration, discussion, and possible action on a Sub-Grant Award for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic.**
Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

- *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;*
- *Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD;*
- *Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding subdivision drainage improvements; and*
- *Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Dalfen project*

OPEN SESSION

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

ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, June 14, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, TRMC
City Secretary for the City of Manor, Texas

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 10 days prior to this meeting. Please contact the City Secretary at 512.215.8285 or e-mail lalmaraz@manortx.gov

**JULY 4, 2024
FROM 4 PM TO 10 PM**



**4th OF July
MANOR**

**FOOD • LIVE MUSIC • FUN GAME
MARKET • SKY DIVING SHOW
WATER SLIDES**

FIREWORK SHOW @ 9:30 PM

Live Music By REWIND BAND @ 7:30 PM

Join our America's independence celebration, with various activities, water slides, sky diving show, fireworks show and delicious food that will make your day even more special.

Don't forget to bring your blanket or/ & chairs.

15317 Us Hwy 290 E. Manor TX 78653

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

 (512) 272-5555





SEATING STARTS AT 7:30 P.M. | MOVIE STARTS AT DUSK
TIMMERMANN PARK, 12616 SKIMMER RUN MANOR TX
FREE ADMISSION | BRING YOUR OWN CONCESSIONS
BRING YOUR OWN BLANKET OR CHAIR

Kung Fu Panda 4

The Marvels

League of Super-Pets

Migration



June 14

July 12

July 26

August 9

Please follow these guidelines

- Pets must be on a leash at all times
- Pet owners must pick up after their pets
- No alcohol or glass containers
- Silence your cell phones





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes.

- May 15, 2024, City Council Regular Meeting;
- June 1, 2024, City Council and P&Z Commission Joint Workshop;
- June 5, 2024, City Council Regular Meeting

BACKGROUND/SUMMARY:

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

- May 15, 2024, City Council Regular Meeting Minutes
- June 1, 2024, City Council and P&Z Commission Workshop Minutes
- June 5, 2024, City Council Regular Meeting

STAFF RECOMMENDATION:

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

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



**CITY COUNCIL
REGULAR SESSION MINUTES
MAY 15, 2024**

This meeting was live-streamed on Manor's YouTube Channel
<https://www.youtube.com/@cityofmanorsocial/streams>

PRESENT:

Dr. Christopher Harvey, Mayor (Absent)

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Lluvia T. Almaraz, City Secretary
- Denver Collins, Assistant Chief of Police
- Scott Dunlop, Development Services Director
- Matthew Woodard, Public Works Director
- Sofi Duran, Court Administrator
- Tracey Vasquez, HR Director
- Yalondra V. Santana, Heritage & Tourism Manager
- Phil Green, IT Director
- Veronica Rivera, Assistant City Attorney
- Gregory Miller, Public Finance Counsel
- Christina Lane, Finance Advisor
- Chasem Creed, IT Technician

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Pro Tem Emily Hill at 7:00 p.m. on Wednesday, May 15, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Emily Hill led the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and his opposition to Agenda Items No. 19, 20, 21, 23, 24, 25, 31, 32, and 33.

No one else appeared at this time.

PUBLIC HEARINGS

- 1. Conduct a public hearing on an Ordinance amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.**

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

John Beull, 17312 Littig Rd, Elgin, Texas, submitted a speaker card and spoke in support of this item.

Marilyn Kelinske, 6805 Ladera Norte, Austin, Texas, submitted a speaker card and spoke in support of this item.

Joshua Hay, 301 E. Wheeler St., Manor Texas, submitted a speaker card and spoke in opposition to this item. He expressed his concerns regarding the proposed stormwater drainage fees.

Crista Swier, 15226 N. FM 973, Manor Texas, submitted a speaker card and spoke in opposition to this item. She expressed her concerns regarding the flooding in her property.

Belinda Clark, 15905 Hwy 290E., Manor, Texas, submitted a speaker card in opposition to this item. Ms. Clark asked why property owners without city utilities were being included in the stormwater fee and if property owners with retention ponds would be exempt.

Anne Brockenbrough, 11318 Jones Rd., Manor Texas, submitted a speaker card and spoke in support of this item.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in opposition to this item.

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

There was no further discussion.

Motion to close carried 6-0

2. Conduct a Public Hearing on the levying of assessments in Improvement Area #4 of the Manor Heights Public Improvement District.

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Gregory Miller, Public Finance Counsel discussed the proposed assessments.

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

There was no further discussion.

Motion to close carried 6-0

3. Conduct a Public Hearing on the issuance of Improvement Area #4 Bonds for the Manor Heights Public Improvement District.

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Gregory Miller, Public Finance Counsel discussed the proposed Issuance of Improvement Area #4 Bonds for the Manor Heights Public Improvement District.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in opposition to this item.

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

There was no further discussion.

Motion to close carried 6-0

- 4. Conduct a public hearing on an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business. Applicant: Carilu Texas Realty LLC; Owner: Carilu Texas Realty LLC**

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Development Services Director Dunlop discussed the proposed rezoning request

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

There was no further discussion.

Motion to close carried 6-0

- 5. Conduct a public hearing on an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial. Applicant: Rocio Velazquez; Owner: Rocio Velazquez**

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Development Services Director Dunlop discussed the proposed rezoning request

David Oman, 14859 Bois D Arc, Manor, Texas, submitted a speaker card and spoke in opposition to this item.

Rocio Velazquez, 11108 Seay St., Austin, Texas, submitted a speaker card and spoke in support of this item.

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

There was no further discussion.

Motion to close carried 6-0

- 6. Conduct a public hearing on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, Texas. Applicant: ALM Engineering, Inc.; Owner: Timmermann Commercial Investments, LP**

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Development Services Director Dunlop discussed the proposed concept plan.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in opposition to this item.

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

There was no further discussion.

Motion to close carried 6-0

- 7. Conduct a public hearing on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, Texas. Applicant: Quiddity Engineering; Owner: Ashton Grey**

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

Mayor Pro Tem Emily Hill opened the Public Hearing.

Development Services Director Dunlop discussed the proposed Concept Plan for New Haven.

Travis Janik with Ashton Gray Development submitted a speaker card, however; he did not wish to speak but was available to address any questions posed by the City Council.

John Alvarez with Ashton Quiddity Engineering submitted a speaker card, however; he did not wish to speak but was available to address any questions posed by the City Council.

Jim Lutz, 14812 FM 973 N., Manor, Texas, submitted a speaker card and spoke in support of this item.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and spoke in support of this item. He expressed his concerns regarding the layout of the plan.

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

There was no further discussion.

Motion to close carried 6-0

CONSENT AGENDA

8. **Consideration, discussion, and possible action to approve the City Council Minutes of May 1, 2024, Regular Meeting.**
9. **Consideration, discussion, and possible action on accepting the April 2024 City Council Monthly Reports.**
10. **Consideration, discussion, and possible action on accepting the April 2024 Departmental Reports.**
 - **Finance – Scott Moore, City Manager**
 - **Police – Ryan Phipps, Chief of Police**
 - **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
 - **Economic Development – Scott Jones, Economic Development Director**
 - **Development Services – Scott Dunlop, Development Services Director**
 - **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
 - **Municipal Court – Sofi Duran, Court Administrator**
 - **Public Works – Matt Woodard, Director of Public Works**
 - **Manor Cemetery – Nora Sanchez, MC Manager**
 - **Human Resources – Tracey Vasquez, HR Manager**
 - **IT – Phil Green, IT Director**
 - **Administration – Lluvia T. Almaraz, City Secretary**
11. **Consideration, discussion, and possible action on a Drainage Easement in Extraterritorial Jurisdiction with Required Maintenance for Lots 8 and 9, Kimbro Road Estates.**
12. **Consideration, discussion, and possible action on a right-of-way dedication easement for Old Manor-Taylor Road.**
13. **Consideration, discussion, and possible action on a wastewater easement for the Okra Development.**
14. **Consideration, discussion, and possible action on an electric, water, and lift station easement for the Okra development.**

15. Consideration, discussion, and possible action on a partial release of the wastewater utility and lift station easement recorded in Document No. 2023012392.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to accept and approve the Consent Agenda.

Council Member Deja Hill thanked Heritage & Tourism Manager Santana for the great success of Manor Palooza.

There was no further discussion.

Motion to approve carried 6-0

REGULAR AGENDA

16. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

The city staff recommended that the City Council approve Ordinance No. 742 of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

Ordinance No. 742: An Ordinance of The City of Manor, Texas Amending Chapter 13, Utilities, of The Code Of Ordinances of The City Of Manor, Texas, by Amending the Title for Article 13.02; Adding Division 6 to Article 13.02; Amending Definitions; Declaring Stormwater Drainage to be A Public Utility; Establishing A Municipal Stormwater Utility System; Providing For The Establishment And Calculations Of Stormwater Drainage Utility Charges And Credits; Providing Penalties And Appeals; Providing A Severability Clause, Providing Savings, Effective Date And Open Meetings Clauses, And Providing For Related Matters.

A discussion was held regarding the residential vs commercial account fees.

A discussion was held regarding the projects for which the stormwater fees would be used for.

A discussion was held regarding the funding needed for additional employees to maintain the stormwater system.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Ordinance No. 742 of the City of Manor, Texas, amending Chapter 13, Utilities, of the Code of Ordinances of the City of Manor, Texas, by amending the title for Article 13.02, adding Division 6 to Article 13.02, amending definitions, declaring stormwater drainage to be a public utility, establishing a municipal stormwater utility system, providing for the establishment and calculations of stormwater drainage utility charges and credits, providing for penalties and appeals, providing for a severability clause, providing savings, effective date, and open meetings clauses, and providing for other related matters.

There was no further discussion.

Motion to approve carried 6-0

17. Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #4 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #4 of the District; Approving an Assessment Roll for Improvement Area #4 of the District; Levying Assessments against Property within Improvement Area #4 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #4 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.

The city staff recommended that the City Council approve Ordinance No. 739 regarding the levy of assessments in Improvement Area #4 of Manor Heights Public Improvement District and the approval of the 2024 Amended and Restated Service and Assessment Plan.

Assistant City Attorney Rivera discussed the proposed ordinance.

Ordinance No. 739: An Ordinance of The City of Manor, Texas Making a Finding of Special Benefit to The Property in Improvement Area #4 of The Manor Heights Public Improvement District; Providing for The Method of Assessment of Special Assessments Against Property in Improvement Area #4 of The District; Approving an Assessment Roll for Improvement Area #4 of The District; Levying Assessments Against Property Within Improvement Area #4 of the District; Providing for Payment of the Assessments; Providing

for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property Within Improvement Area #4 Of The District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters In Accordance With Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Ordinance No. 739 regarding the levy of assessments in Improvement Area #4 of Manor Heights Public Improvement District and the approval of the 2024 Amended and Restated Service and Assessment Plan.

There was no further discussion.

Motion to approve carried 6-0

18. Consideration, discussion, and possible action on an Ordinance Authorizing the Issuance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date.

The city staff recommended that the City Council approve an Ordinance issuing Manor Heights Public Improvement District Improvement Area #4 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum, and Continuing Disclosure Agreement of Issuer.

Finance Advisor Lane discussed the proposed Issuance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024.

Ordinance No. 740: An Ordinance Authorizing The Issuance of The City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings With Respect to the Issuance of Such Bonds; and Providing an Effective Date.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Ordinance No. 740 issuing Manor Heights Public Improvement District Improvement Area #4 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum, and Continuing Disclosure Agreement of Issuer.

There was no further discussion.

Motion to approve carried 6-0

19. Consideration, discussion, and possible action on a Resolution authorizing the submission of a Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

The city staff recommended that the City Council approve Resolution No. 2024-15 authorizing the submission of a Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

Gandolf Burrus with Grant Development Services discussed the proposed submission of the Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

A discussion was held regarding the school's district input.

A discussion was held regarding the submission of the survey results.

Resolution No. 2024-15: A Resolution of The City Council of The City of Manor, Texas, Supporting the City of Manor's Submission of a Master Plan for Parks, Recreation and Open Spaces to the Texas Parks and Wildlife Department and Authorizing the City Manager to Execute all Necessary Documentation, and Establishing an Effective Date.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve Resolution No. 2024 -15 authorizing the submission of a Master Plan for Parks, Recreation, and Open Spaces to the Texas Parks and Wildlife Department.

A discussion was held regarding additional amenities to be added to the survey.

A discussion was held regarding the submission deadline for the grant.

MOTION: Upon an amendment motion made by Council Member Moreno and seconded by Council Member Amezcua to include the additional options presented in the survey to be included in the resolution for submittal.

There was no further discussion.

Motion to approve carried 6-0

20. Consideration, discussion, and possible action on a Statement of Work for surplus services with GTS Technology Solutions.

The city staff recommended that the City Council approve a Statement of Work for surplus services with GTS Technology Solutions.

IT Director Green discussed the proposed statement of work.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve a Statement of Work for surplus services with GTS Technology Solutions and authorize the City Manager to execute the agreement after legal review.

A discussion was held regarding the wiped-out of the hard drives before destruction.

There was no further discussion.

Motion to approve carried 6-0

21. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business. Applicant: Carilu Texas Realty LLC; Owner: Carilu Texas Realty LLC

The city staff recommended that the City Council approve the first reading of an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Neighborhood Business (NB); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the first reading of an ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

A discussion was held regarding zoning requirements.

There was no further discussion.

Motion to approve carried 6-0

22. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial. Applicant: Rocio Velazquez; Owner: Rocio Velazquez

The city staff recommended that the City Council approve the first reading of an ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial.

Development Services Director Dunlop discussed the proposed rezoning request.

A discussion was held regarding P&Z Commission recommendations.

A discussion was held regarding the setback of the property.

A discussion was held regarding the size of the facility and parking space.

Ordinance: An Ordinance of The City of Manor, Texas, Amending The Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Medium Commercial (C-1); Making Findings Of Fact; And Providing For Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the first reading of an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Light Commercial (C-1).

There was no further discussion.

Motion to approve carried 5-1 (Council Member Weir voted against)

23. Consideration, discussion, and possible action on a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX. Applicant: ALM Engineering, Inc.; Owner: Timmermann Commercial Investments, LP

The city staff recommended that the City Council approve a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX.

Development Services Director Dunlop discussed the proposed Subdivision Concept Plan.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve a Subdivision Concept Plan for Manor Commons Northeast Commercial, eighteen (18) lots on 33.93 acres, more or less, and being located at the northeast corner of the intersection of US HWY 290 and FM 973, Manor, TX.

A discussion was held regarding the subdivision roundabout.

A discussion was held regarding trees that would be planted in the subdivision.

A discussion was held regarding the lot's connection to commercial spaces.

There was no further discussion.

Motion to approve carried 6-0

24. Consideration, discussion, and possible action on a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX. Applicant: Quiddity Engineering; Owner: Ashton Grey

The city staff recommended that the City Council approve a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX.

Development Services Director Dunlop discussed the proposed revised Subdivision Concept Plan for New Haven.

Travis Janik with Ashton Gray Development submitted a speaker card, however; he did not wish to speak but was available to address any questions posed by the City Council.

John Alvarez with Ashton Quiddity Engineering submitted a speaker card, however; he did not wish to speak but was available to address any questions posed by the City Council.

A discussion was held regarding the addition to include stub outs and wastewater easements in future plats and plans submitted.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Deja Hill to approve a Revised Subdivision Concept Plan for New Haven, two hundred sixty-one (261) lots on 91 acres, more or less, and being located near the intersection of Gregg Lane and FM 973, Manor, TX with the addition of stub outs and wastewater easements submission on future plats and plans as discussed.

A discussion was held regarding street naming for the development.

There was no further discussion.

Motion to approve carried 5-1 (Council Member Weir voted against)

25. Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe

The City Staff recommends that the City Council discuss the site layout, commercial/tractor-trailer overnight parking, and any other site requirements then approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, 8 MPDs, 4 diesel MPDs, and associated parking and drive aisles.

Development Services Director Dunlop discussed the proposed Specific Use request.

Mirza Tahir Baig with PSCE, Inc., submitted a speaker card; however, he did not wish to speak but was available to address any questions posed by the City Council.

A discussion was held regarding the changes to the gas MPDs and diesel MPDs installations.

A discussion was held regarding the P&Z Commission recommendations.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the site layout, with no overnight commercial/tractor-trailer parking and any other site requirements then approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow that includes a 14,020sf general retail / Mexican market building, 6 MPDs, 3 diesel MPDs, 3 EV charging stations with the gas canopy turned 90 degrees and to the side with associated parking and drive aisles.

A discussion was held regarding the clarification of the pumps requested.

There was no further discussion.

**Motion to approve failed 3-3
(Council Member Weir, Council Member Moreno, and Mayor Pro Tem Emily Hill voted against)**

Assistant City Attorney Rivera clarified that a motion was needed for the original request.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles as recommended by the P&Z Commission.

There was no further discussion.

**Motion to approve failed 3-3
(Council Member Weir, Council Member Deja Hill, and Mayor Pro Tem Emily Hill voted against)**

26. Consideration, discussion, and possible action on a Pump and Haul Agreement with Maddtex, LP for the Lonestar Development.

The city staff recommended that the City Council approve a Pump and Haul Agreement with Maddtex, LP for the Lonestar Development.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve a Pump and Haul Agreement with Maddtex, LP for the Lonestar Development.

A discussion was held regarding the clarification of services provided.

There was no further discussion.

Motion to approve carried 6-0

27. Consideration, discussion, and possible action on a Pump and Haul Agreement with Easy Jet, LP for the Lonestar Development.

The city staff recommended that the City Council approve a Pump and Haul Agreement with Easy Jet, LP for the Lonestar Development.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve a Pump and Haul Agreement with Easy Jet, LP for the Lonestar Development.

There was no further discussion.

Motion to approve carried 6-0

28. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Platinum 973, LLC Project.

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Platinum 973, LLC Project located at 13801 N. FM 973, Manor, TX with Platinum 973, LLC and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed deposit agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Platinum 973, LLC Project located at 13801 N. FM 973, Manor, TX with Platinum 973, LLC and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 6-0

29. Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.171 acres (approximately 7,432 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

The city staff recommended that the City Council approve Ordinance No. 743 closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.171 acres (approximately 7,432 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

Development Services Director Dunlop discussed the proposed abandonment ordinance.

Ordinance No. 743: An Ordinance of The City of Manor, Texas, Closing, Vacating, and Abandoning a Portion of Street Right-Of-Way Commonly Known as Old Manor-Taylor Road Consisting of 0.171 Acres (Approximately 7,432 Sq Ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; Authorizing Conveyance to Abutting Property Owners in Proportion to Abutting Ownership; 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 Moreno and seconded by Council Member Wallace to approve Ordinance No. 743 closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.171 acres (approximately 7,432 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

There was no further discussion.

Motion to approve carried 6-0

30. Consideration, discussion, and possible action on an Ordinance closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.143 acres (approximately 6,235 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

The city staff recommended that the City Council approve Ordinance No. 744 closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.143 acres (approximately 6,235 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

Development Services Director Dunlop discussed the proposed abandonment ordinance.

Ordinance No. 744: An Ordinance of The City of Manor, Texas, Closing, Vacating, and Abandoning a Portion of Street Right-Of-Way Commonly Known as Old Manor-Taylor Road Consisting of 0.143 Acres (Approximately 6,235 Sq Ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; Authorizing Conveyance to Abutting Property Owners in Proportion to Abutting Ownership; 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 Moreno and seconded by Council Member Wallace to approve Ordinance No. 744 closing, vacating, and abandoning a portion of street right-of-way commonly known as Old Manor-Taylor Road consisting of 0.143 acres (approximately 6,235 sq ft) in the Sumner Bacon Survey No. 62, in Travis County, Texas; authorizing conveyance to abutting property owners in proportion to abutting ownership; providing for findings of fact; and authorizing conveyance of such abandoned right-of-way by special warranty deed.

There was no further discussion.

Motion to approve carried 6-0

31. Consideration, discussion, and possible action on a naming policy for city-owned property and facilities in the City of Manor.

The city staff recommended that the City Council discuss and provide direction on the naming policy.

Assistant City Attorney Rivera discussed the proposed draft policy.

A discussion was held regarding state statute regulations.

A discussion was held regarding the appeal process.

A discussion was held regarding the clarification of the city's input to renaming streets.

A discussion was held regarding the city's addressing process with the City of Austin.

A discussion was held regarding a proposed name list that could be provided to the developers during the subdivision process.

A discussion was held regarding adding the renaming street process to the policy.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to add the addition of renaming of streets to the policy.

There was no further discussion.

Motion to approve carried 6-0

Mayor Pro Tem Emily adjourned the regular session of the Manor City Council into Executive Session at 9:49 p.m. on Wednesday, May 15, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding council compensation; and Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the release of a portion of the extraterritorial jurisdiction of the City of Austin* at 9:49 p.m. on Wednesday, May 15, 2024.

The Executive Session was adjourned at 11:10 p.m. on Wednesday, May 15, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 11:10 p.m. on Wednesday, May 15, 2024.

32. Consideration, discussion, and possible action on an Ordinance amending Ordinance No. 724 establishing compensation for the Mayor and City Council and a structured policy and procedure process.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to postpone the item to the June 5, 2024, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 6-0

33. Consideration, discussion, and possible action on a Resolution requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas consisting of a 146.920-acre tract, more or less, to the extraterritorial jurisdiction of the City of Manor, Texas.

Resolution No. 2024-16: A Resolution of The City Council of The City of Manor, Texas, Requesting the Release of a Portion of the Extraterritorial Jurisdiction of The City of Austin, Texas to the Extraterritorial Jurisdiction of The City of Manor, Texas.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Resolution No. 2024-16 requesting the release of a portion of the extraterritorial jurisdiction of the City of Austin, Texas consisting of a 146.920-acre tract, more or less, to the extraterritorial jurisdiction of the City of Manor, Texas.

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 11:13 p.m. on Wednesday, May 15, 2024.

The Manor City Council approved these minutes on June 18, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



**CITY COUNCIL & PLANNING AND ZONING COMMISSION
JOINT WORKSHOP SESSION
MINUTES
JUNE 1, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor (Arrived at 10:05 a.m.)

COUNCIL MEMBERS:

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

P&Z COMMISSIONERS:

Julie Leonard, Place 1
Prince Chavis, Place 2 (Absent)
Cresandra Hardeman, Place 3 (Absent)
Felix Paiz, Vice-Chair, Place 4
Celestine Sermo, Place 5 (Absent)
Cecil Meyer, Place 6
James Terry, Place 7 (Absent)
Gabrile Nila, Alternate 1
Gabrielle Orion, Alternate 2 (Absent)

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director

WORKSHOP SESSION – 9:00 A.M.

With a quorum of the Council Members and P&Z Commissioners present, the workshop session of the Manor City Council was called to order by Mayor Pro Tem Hill at 9:09 a.m. on Saturday, June 1, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. City of Manor Downtown Strategic Plan

Jason Claunch with Catalyst Commercial presented the attached PowerPoint Presentation.

City Council & P&Z Commission Workshop Minutes
January 6, 2024

The topic of discussion:

- Master Plan Framework
- Market Potential
- Public Engagement Revision
- Vision
- Proposed Concepts
- Implementation

Mayor Harvey recessed at 10:11 a.m.

Mayor Harvey reconvened at 10:18 a.m.

There was no action taken.

ADJOURNMENT

The Manor City Council and P&Z Commission Workshop Session adjourned at 11:00 a.m. on Saturday, June 1, 2024.

The Manor City Council approved these minutes on the 18th day of June 2024.

APPROVED:

 Dr. Christopher Harvey
 Mayor

ATTEST:

 Lluvia T. Almaraz, TRMC
 City Secretary

Manor Downtown Master Plan

Joint P&Z and City Council Workshop
June 1, 2024



~ 240 Acres
(~130 net parcel acres)

\$ 89M Tax Base

12% Commercial

Agenda

- Plan Contents
- Process Recap
- The Vision
- Implementation
- Strategies Next Steps

Plan Contents

Item 1.

**Executive
Summary**

Background

Discovery

Vision

Activation

Appendix

4

OUR PROCESS

Item 1.



MOBILIZATION

Prepare for and participate in site visits, stakeholder engagement and internal workshops to discuss goals, objectives and strategies

MARKET ASSESSMENT

Conduct a high-level analysis to explore the capacity for future development. This will be prepared in context with the City's regional market position and current market conditions.

CATALYST AREA ANALYSIS

Align market needs with preliminary program justification to inform policy, governance, and regulations framework for scenario planning.

ACTIVATION FRAMEWORK

Refine scenarios
Conduct user testing
Create preferred plan
Provide recommendations to activate the project.

IMPLEMENTATION

Provide fundable and constructable recommendations to implement the plan including public-private partnerships, updated policies, updated code/regulations, financing options, and economic strategy.

PUBLIC ENGAGEMENT

~4,100

Exposure at Manorpalooza

+150

Responses

12

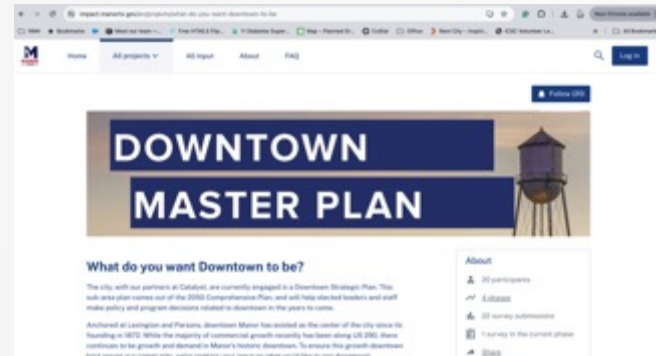
Online Responses

5

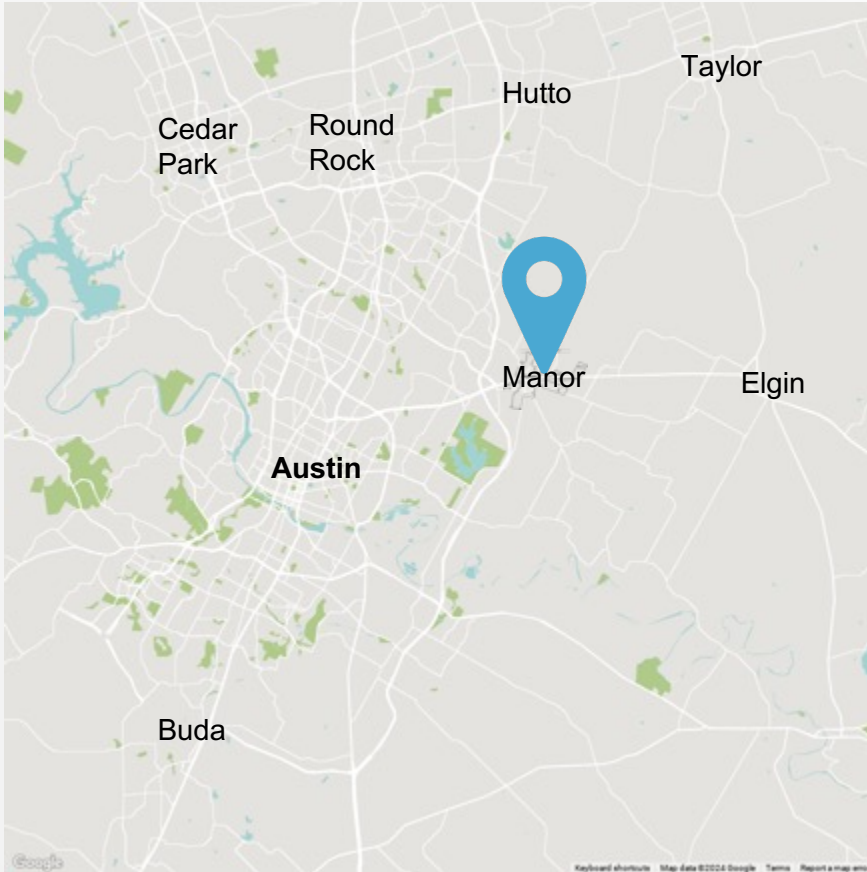
One-on-one interviews

3

Public Workshops



KEY OPPORTUNITIES




Downtown Manor is centrally located within the city of Manor and the northern boundary is located on US 290, a major highway between Austin and Central Texas, which creates regional accessibility and an expanded trade area.

Manor is also situated next to Austin which is the the second fastest-growing metro area in the United States and the 26th most populated metro area in the country.

Downtown has the ability to become a regional draw that can harness a huge amount of market capacity.

KEY OPPORTUNITIES



 Vacant Parcels

- Downtown Manor has a large amount of undeveloped and underutilized parcels.
- Many of these are strategically located in prime locations suitable for infill development.

KEY OPPORTUNITIES



- Downtown Manor is surrounded by large greenbelts, nearby regional trail connections, and a future rail stop.
- Downtown can function as a regional trailhead for local and a super-regional trail network that can accommodate multi-modal means of transportation, including hike, bike, and rail.

KEY OPPORTUNITIES



- Downtown Manor consists of an array of properties in various conditions. A number of parcels are vacant, underutilized, and/or poor quality.
- New investment can increase the tax base and stimulate private investment and restore integrity and livability in the Downtown district.

KEY OBSERVATIONS



- Gateways can enhance the identity and sense of place.
- Gilliland Creek and Wilbarger greenbelts are huge assets that Downtown can create strategic connections
- Events and programming should be encouraged and expanded Downtown to increase tourism.
- Downtown is surrounded by TxDOT controlled facilities. Removing Lexington and Parsons off system will enable greater traffic calming interventions and greater pedestrian friendly designs.
- There is a lack of economic development tools to foster Downtown private investment.
- The proposed network of trails will make Downtown an epicenter for multi-mobility and outdoor recreation.
- Downtown is an epicenter of history and culture that has huge potential for placemaking and tourism.
- Infrastructure improvements are needed to accommodate regional drainage and street improvements



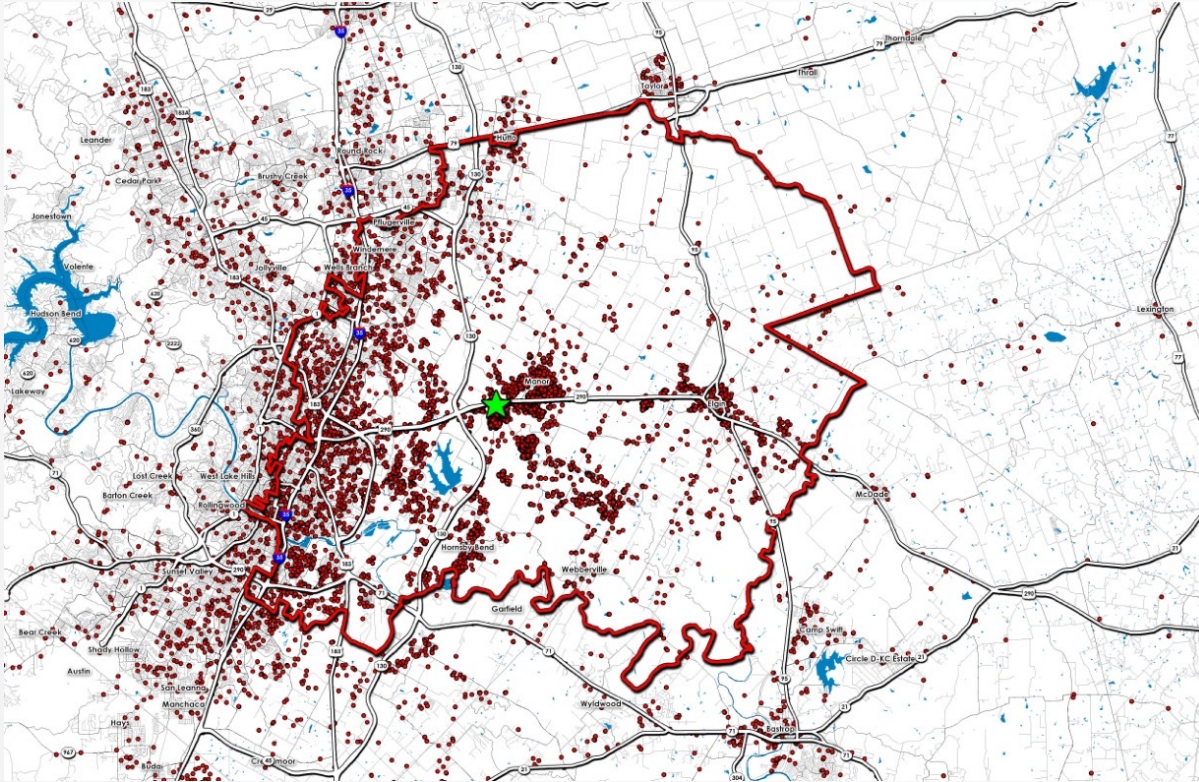
Item 1.

Market Opportunities



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MARKET OPPORTUNITIES



Manor Retail Primary Trade Area

2023 Population	672K
2028 Population	738K
2023-28 Population Growth	9.9%
Median HH Income	\$79.4K
Average HH Income	\$108.0K
Current Retail Inventory	30.0M SF
5 Yr Retail Growth	6.34M SF

Manor's exponential growth will drive demand for new residential, commercial, and other uses that can support downtown.

Market Opportunities

	Retail	Owner-Occupied Residential	Renter-Occupied Residential	Office
Opportunities	<ul style="list-style-type: none"> Local operators Restaurants Destination Entertainment 	<ul style="list-style-type: none"> Infill Pocket neighborhoods Cottage courts 	<ul style="list-style-type: none"> Infill 	<ul style="list-style-type: none"> Second floor Small corporate
Challenges	<ul style="list-style-type: none"> Lack of analog Parking Population Lack of existing space (1.3% vacancy) 	<ul style="list-style-type: none"> Lack of scale No adjacency predictability 	<ul style="list-style-type: none"> Availability of land for traditional multifamily (size) 	<ul style="list-style-type: none"> Market conditions
Annual Demand	<ul style="list-style-type: none"> 25-35,000 square feet 	<ul style="list-style-type: none"> 811 single family detached 142 attached owner-occupied product 	<ul style="list-style-type: none"> 447 traditional multifamily 135 alternative renter-occupied product 	<ul style="list-style-type: none"> 4,860 square feet



Item 1.

The Vision



45

VISION

Item 1.

Downtown Manor is the heart of the city and holds the historic assets that Manor was founded on - a safe and vibrant hub for history, culture, activity, and recreation.

Downtown is a nexus of activity. A highly-desirable place to live, visit, and shop due to a diverse and inclusive collection of businesses, housing, and connections.

CORE VALUES

Item 1.



Welcoming & Safe



Diverse & Mixed-Uses



Authentic & Historic



Sustainable & Resilient



Vibrant & Active



Connected Hub

DOWNTOWN THEMES

CONNECTIONS



CATALYTIC INFILL



LIVABILITY



MOBILITY



STRATEGIC DOWNTOWN CONNECTIONS



KEY PARK SYSTEM STRATEGIES

- 01 RECTOR STREET CONNECTION
- 02 TRAIL HUB AT BEN FISHER PARK
- 03 POTENTIAL FUTURE PARK EXPANSION
- 04 TRAILHEAD AT EASTERN GATEWAY
- 05 ART PARK TRAIL HUB
- 06 NETRIL HUB
- 07 LEXINGTON STREET IMPROVEMENTS*

Legend

- parks
- city limits
- FEMA floodplain
- rivers/creeks
- proposed trail node
- proposed off-street trail connection
- proposed on-street trail connection
- existing on-street trail connection

*6' sidewalk in the intermediary, 10' sidewalk improvement post TXDOT turn-back

Downtown Manor is uniquely positioned in Central Texas at the nexus of regional trails and open space. With fledgling park space, and soon to come multimodal regional trails, opportunity to utilize these amenities as opportunities for recreation and connection will only continue to grow. Furthermore, there is unpaved existing ROW in the downtown grid that can be utilized as trail corridors to connect downtown residents internally and externally to various parks and open spaces.

The existing downtown park spaces – Manor Art Park, Jennie Lane Park and Ben Fisher Park are quality spaces that can be enhanced or expanded to better serve as downtown destinations.

INNOVATIVE CORE INFRASTRUCTURE



One of Downtown Manor’s greatest assets is the historic street grid that provides high levels of connectivity. However, one of the limitations of that is that for the most part the existing streets are designed to only serve vehicle and commercial truck traffic. Over time, there is the opportunity to update these streets to serve all user types and discourage large semi-truck traffic. In addition, the recent investment in trails paired with the street improvements to create a complete network can provide the opportunity to spur redevelopment and infill development.

PARSONS & LEXINGTON CATALYTIC OPPORTUNITY



LEGEND

- 01** INFILL CIVIC/COMMERCIAL BUILDING
32,000 SF, 16,000 SF FLOOR PLATE
- 02** DOWNTOWN PARKING GARAGE
- 03** INFILL CIVIC/COMMERCIAL BUILDING
26,000 SF, 13,000 SF FLOOR PLATE
- 04** WATER TOWER PLAZA
- 05** INFILL VERTICAL MIXED USE
40,000 SF, 20,000 SF FLOOR PLATE
- 06** EXISTING DOWNTOWN STOREFRONTS
- 07** CIVIC/COMMERCIAL BUILDINGS
11,000 SF EACH, 5,500 SF FLOOR PLATE
- 09** PARK EXPANSION + IMPROVEMENTS

While many of the downtown parcels in Manor provide opportunities for infill development, the 4-block “Main & Main” intersection of Parsons Street and Lexington Street provides the greatest opportunity for catalytic infill development. The north-east and south-west quadrants of this block are not currently under best-use conditions. Infill development of vertical mixed use including office, commercial, and civic buildings can help enclose the pedestrian realm while providing a sense of arrival to Manor’s “core”. Additionally, the existence of the historic downtown storefronts, Manor art park, water tower, and future trail connections to Austin make this focus area a top priority for redevelopment. Improvement of the Art Park, with park expansion, can provide a communal space for downtown evening activities, linking the downtown core to the larger future trail network.

Residential Infill Example

Enhancing Livability



LEGEND

- 01** LIVE-WORK TOWNHOMES
Opportunity for more intense multi-family infill in Neighborhood & Downtown Mixed-Use areas.
- 02** DETACHED FLATS
- 03** ACCESSORY DWELLING UNITS (ADU)
- 04** DUPLEX
- 05** MULTI-PLEX
- 06** EXISTING BUSINESS
- 07** ON-STREET PARKING

With downtown Manor's advantageous proximity to Austin, coupled with Austin's growth pressures and housing affordability crisis, Manor is poised to see an increase in demand for infill housing development. The urban block structure and historic platted alleys provide ample opportunity for a variety of infill housing types to meet the demand of current and future residents of Manor. With the incremental development of "missing middle" housing, gentle density can help address housing affordability while increasing the overall activation of downtown by adding residents within its boundaries. Additionally, the opportunity exists to allow live-work and first floor retail on units fronting primary corridors such as Lexington Street.

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ENHANCED STREETS FOR PEDESTRIANS AND ACTIVATION



WESTERN GATEWAY

The western downtown arrival involves both vehicular and pedestrian experiences. With future regional hike and bike connections to Manor via the Austin to Manor Trail and Gileland Creek Trail, arrival to the western end of downtown at Ben Fisher park will serve as a major bike and pedestrian entry point. Secondary downtown monumentation is recommended within both the trail corridor entering Ben Fisher park and continuing into downtown and along Parsons eastbound after crossing the Gileland Creek bridge.



NORTHERN GATEWAY

The northern and primary gateway of downtown at Lexington Street and Highway 290 is the main entry to downtown for visitors and for residents living on the north side of Highway 290. An improvement of this Gateway utilizing landscape improvements and monumentation features enhances visitor experience as an iconic threshold of entering downtown.



PRIMARY DOWNTOWN ENTRY MONUMENTATION



SECONDARY MONUMENTATION



EASTERN AND SOUTHERN GATEWAY

In other areas where major roads enter the historic core such as the eastern (Parsons) and southern (Lexington) entries, wayfinding identifiers can help promote the urban realm for both vehicles and pedestrians. With proposed trail corridors intersecting the eastern and southern gateways, construction of trail-hub pocket parks in tandem with secondary signage provides enhanced placemaking and vibrancy upon arrival.



A COMPREHENSIVE STRATEGY



INFILL REDEVELOPMENT STRATEGIES

- 01 EXISTING CITY HALL SITE REDEVELOPMENT
- 02 PARSONS & LEXINGTON SW REDEVELOPMENT
- 03 PARSONS & LEXINGTON NE REDEVELOPMENT

STREETSCAPE DEVELOPMENT STRATEGIES

- 01 MUNICIPAL SPINE IMPROVEMENT
- 02 RECTOR STREET IMPROVEMENT
- 03 DOWNTOWN GATEWAY ENHANCEMENTS
- 04 POST TXDOT TURN-BACK IMPROVEMENTS

KEY PARK SYSTEM STRATEGIES

- 01 TRAIL HUB AT BEN FISHER PARK
- 02 RECTOR STREET GREENWAY CONNECTION
- 03 SAN MARCOS GREENWAY CONNECTION

Legend

- future development
- opportunity parcels
- parks
- FEMA floodplain
- old manor boundary
- proposed off-street trails
- proposed - near term improvements
- proposed - post turn-back improvements
- proposed - downtown gateways

Downtown Manor is uniquely positioned in Central Texas at the nexus of regional trails and open space. With fledgling park space, and soon to come multimodal regional trails, opportunity to utilize these amenities as opportunities for recreation and connection will only continue to grow. Furthermore, there is unpaved existing ROW in the downtown grid that can be utilized as trail corridors to connect downtown residents internally and externally to various parks and open spaces.

The existing downtown park spaces – Manor Art Park, Jennie Lane Park and Ben Fisher Park are quality spaces that can be enhanced or expanded to better serve as downtown destinations.

IMPLEMENTATION



GOALS

ZONING

GOAL Establish regulations to create adjacency predictability and design standards that aligns with the Downtown Master Plan.

KPI Updated Form-Based or Character Based Code

FINANCING

GOAL Establish financial tools to enable financing of public infrastructure and jumpstart catalytic projects.

KPI Established TIRZ and other sources of funding mechanisms

THOROUGHFARE PLAN

GOAL Update the Master Thoroughfare Plan to accommodate the Downtown trails and updated road networks.

KPI

- Adopted MTP
- # of trail miles completed annually
- Adopted phasing plan for new roads

GATEWAYS

GOAL Develop standards for downtown gateways and wayfinding.

KPI Approved gateway monument standards.

RESIDENTIAL

GOAL Establish Downtown as a livable residential district, doubling residential population by 2034.

KPI Number of residential units delivered annually

COMMERCIAL

GOAL Establish Downtown as a vibrant destination district, increasing commercial retail, restaurants, and entertainment.

KPI Number of commercial SF delivered annually

PARKS PLAN

GOAL Update the parks plan to accommodate greenspace nodes and additional open space.

KPI Updated parks plan

PROGRAMMING

GOAL Increase downtown activation.

KPI

- Tactical urbanism installations
- # visitors per year

Creating an enabling tool to regulate the vision

Item 1.

Urban Core Development	
Building Setbacks	<p>Minimum front and side setbacks for C-1 and Downtown Business (DB) zoning types should be reduced to accommodate the large existing downtown right of way (ROW) dimensions.</p> <p>A minimal front and side setback requirement would allow the required building setback and parkways to be absorbed within the existing 80' downtown ROW, consistent with the street section recommendations in this document.</p>
Minimum lot area	<p>Minimum lot area restrictions for C-1 and Downtown Business (DB) in Sec. 14.02.020 restrict development flexibility for retail and office. It is recommended that this area is minimized to allow for smaller retail development patterns.</p>
Unit dwelling size	<p>Additionally, reducing the minimum dwelling unit size of C-1 and DB zoning types would allow for a better retrofit of existing underutilized parcels downtown.</p>
Open Space Requirements	<p>With the limited development space of downtown infill lots and the need for downtown streetscape improvements, consideration should be made to grant streetscape improvements as satisfying the 5% open space requirements outlined in Sec. 14.02.064(18), with council approval.</p>
Parking Requirements	<p>Explore commercial parking requirements, including on-street parking and shared parking, or joint parking near public facilities.</p>

Creating an enabling tool to regulate the vision

Item 1.

Infill Residential Development & Missing Middle Housing	
Housing limitations	<p>Per Sec. 14.02.019 - Non-residential and mixed-use land use conditions, only permitting condominiums in tandem with first floor commercial sets an unrealistic standard that limits development of appropriately scaled condominium units. The current scale of Downtown Manor only supports a modest amount of neighborhood commercial, therefore, requiring additional commercial in allowance for condominiums hinders the much needed development of condominiums as a missing middle housing type.</p>
Housing diversity	<p>Additionally, to address the need for diverse housing options and increase vibrancy of downtown, Sec. 14.02.005 should allow single-family attached (2 units), single-family attached (3 or more units) in SF-1 and C-1 zoning areas. Allowance of smaller multi-family units in these districts would accommodate the vision of neighborhood-scale multi-family housing and missing middle housing needs identified in the comprehensive plan.</p>
Unit dwelling size	<p>Additionally, minimum dwelling unit size and maximum units per structure restrictions in Sec. 14.02.007, limit flexibility for innovative infill development to address market needs.</p>
Accommodate increased density	<p>Lastly, to increase housing affordability and limit gentrification in Downtown Manor, consideration should be made to allow up to 2 dwelling units per lot in SF-1 zoned areas within the downtown boundary, opposed to the current limitation of 1 dwelling unit per lot listed in Sec. 14.02.007. Revision of this code element would promote development of accessory dwelling units within SF-1 zoned lots, ensuring access to affordable rental units in the downtown area without disturbing neighborhood character through the construction of large multi-family units.</p>

Creating an enabling tool to regulate the vision

Infill Residential Development & Missing Middle Housing	
Setbacks	Per Sec. 14.02.007 - Residential development standards, reducing the front setback from 25' to 10' on single family buildings within the downtown study area will greatly enhance the urban realm by creating a more enclosed, walkable streetscape by pulling architecture and porches closer to the sidewalk. Additionally, reducing the minimum 7.5' side setback for lots within the SF-1 designation would help to address this issue. Allowing as little as 6' minimum front setbacks on SF-1 and SF-2 zoned lots, allows the remainder of the building setback and parkway to fall within the existing 80' ROW on downtown streets.
Parking	Parking requirements limit infill development on underutilized lots due to the limited size of infill lots. With developer funded completion of on-street parking improvements, on-street parking shall satisfy the minimum parking requirements for SF-1 zoning areas. An example of this can be seen in the Rector Street and Parsons Street recommended sections of this document.
Minimum Lot Size	Per Sec. 14.02.007 - Residential development standards, this plan recommends reducing the minimum lot width of SF-1 and SF-2 from 70' and 60' respectively, to encourage a more appropriate downtown block length. Additionally, a reduction of minimum dwelling unit sizes in both SF-1 and SF-2 would provide more flexibility for retrofitting housing units into underutilized downtown parcels.

Creating an enabling tool to regulate the vision

Item 1.

Placemaking	
Tactical Urbanism	Tactics such as open streets, temporary bike lanes, temporary trails, public art, pop-up parks, and low-cost traffic calming can catalyze public interest and private investment in the downtown before funds exist for major capital improvements. An effort should be made to limit hurdles from code standards when implementing pilot projects. It is recommended to establish an administrative process for implementing tactical urbanism plans.



**CITY COUNCIL
REGULAR SESSION MINUTES
JUNE 5, 2024**

**This meeting was live-streamed on Manor's YouTube Channel
<https://www.youtube.com/@cityofmanorsocial/streams>**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Yalondra V. Santana, Heritage & Tourism Manager
Veronica Rivera, Assistant City Attorney
Gregory Miller, Bond Counsel

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:06 p.m. on Wednesday, June 5, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Father Henry Cuellar Jr., with St. Joseph Catholic Church, gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

EVENTS/ANNOUNCEMENTS

A. The Manor Community Day & 5K, Saturday, June 8, 2024, at Timmermann Park

Yalondra V. Santana Heritage & Tourism Manager invited the community to attend the Manor Community Day & 5K Event. The event flyer is attached with details.

B. Juneteenth Celebration, June 19, 2024, at Timmermann Park

Yalondra V. Santana Heritage & Tourism Manager invited the community to attend the Juneteenth Event. The event flyer is attached with details.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and opposition to Agenda Items No. 2,4,7,9,10,12,14,15, and 16.

Crista Swier, 15226 N. FM 973, Manor, Texas, submitted a speaker card and expressed her concerns regarding the flooding on her property and the stormwater drainage fees.

Benny Gundy, 15230 FM973 N. Manor, Texas, submitted a speaker card and expressed his concerns regarding soil erosion and water flow issues in the city.

JRod Franks, 201 E. Parsons St., Manor, Texas, submitted a speaker card and spoke regarding the yearly event for the back-to-school haircut bash he coordinates and the Juneteenth event. He's requesting street closures on Burnet and Boyce Streets for his event. He asked if the city could provide tents and fans. He also stated that the Juneteenth event should be celebrated on the third Saturday of the month. He suggested that the council consider next year's Juneteenth celebration to be conducted on the weekend.

Denise Martinez, 12200 Tower Rd., Manor, Texas, submitted a speaker card and expressed her concerns regarding Item No. 9.

No one else appeared at this time.

PUBLIC HEARINGS

- 1. Conduct a public hearing on an Ordinance of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.**

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

Mayor Harvey opened the Public Hearing.

Development Services Director Dunlop discussed the proposed annexation.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to close the public hearing.

There was no further discussion.

Motion to close carried 6-0

REGULAR AGENDA

Mayor Harvey advised he would be abstaining from discussion and consideration of the following item. The appropriate Conflict of Interest Affidavit was filled out and filed with the City Secretary.

Mayor Harvey removed himself from the dais.

- 2. Consideration, discussion, and possible action on allocating funds for the Summer Library Program.**

The city staff recommended that the City Council direct the Administration to utilize the Community Program account to fund the 2024 Summer Library Program in an amount not to exceed \$50,000.

City Manager Moore discussed the proposed program.

Manor ISD staff members and the Superintendent were presented to discuss the item.

A discussion was regarding the program overview, program details, program recommendations, and outcomes.

Manor ISD is requesting a total of \$38,900 sponsorship from the City of Manor.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to direct the Administration to utilize the Community Program account to fund the 2024 Summer Library Program in an amount not to exceed \$50,000.

There was no further discussion.

Motion to approve carried 4-1 (Council Member Amezcua voted against)

3. **Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business. Applicant: Carilu Texas Realty LLC; Owner: Carilu Texas Realty LLC**

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 746 rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance No. 746: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Neighborhood Business (NB); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the second and final reading of Ordinance N. 746 rezoning one (1) lot on 0.26 acres, more or less, and being located at 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business.

There was no further discussion.

Motion to approve carried 6-0

4. **Second and Final Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial. Applicant: Rocio Velazquez; Owner: Rocio Velazquez**

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 747 rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-1) Medium Commercial.

Development Services Director Dunlop discussed the proposed rezoning request.

A discussion was held regarding the rezoning changes from C-2 to C-1.

Rocio Velazquez, 11108 Seay St., Austin, Texas, submitted a speaker card and spoke in support of this item.

Ms. Velazquez discussed the proposed event center her family would like to build.

A discussion was held regarding the clarification of C-2 vs C-1 Uses.

Ordinance No. 747: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family Suburban (SF-1) to Light Commercial (C-1); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the second and final reading of Ordinance No. 747 rezoning one (1) lot on 3.75 acres, more or less, and being located at the 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-1) Medium Commercial.

There was no further discussion.

Motion to approve carried 5-1 (Mayor Harvey voted against)

At the Mayor's request Item No. 5 and Item No. 6 were pulled.

- ~~5. Reconsideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe~~
- ~~6. Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe~~
7. Consideration, discussion, and possible action on establishing the Manor's TML Youth Advisory Commission (YAC).

The city staff recommended that the City Council direct city staff to establish the Manor's TML Youth Advisory Commission (YAC).

Heritage & Tourism Manager Valderrama presented the attached PowerPoint Presentation.

The topic of discussion was the following:

- YAC Mission & Purpose
- 5 Core Values

- Membership
- Projects & Initiatives
- Yearly Project
- Yearly Initiatives
- Why YAC in Manor
- Proposed Logos

Mayor Harvey and Council thanked Council Member Moreno and Ms. Valderrama for bringing the presentation to the council.

Assistant City Attorney Rivera advised that if Council wanted to move forward with the program staff would return with a proposal in July.

A discussion was held regarding how soon the program could be implemented.

The mayor and council gave staff direction to return in July with a proposed Resolution to implement the program.

8. Consideration, discussion, and possible action on an Ordinance Amending and Replacing Ordinance No. 724 setting the Compensation for the Mayor and Members of the City Council; Establishing Procedures and Forms for Receiving Compensation.

The city staff recommended that the City Council approve Ordinance No. 745 Amending and Replacing Ordinance No. 724 and Section 1.04.003 of the Code of Ordinances to set the Compensation for the Mayor and Members of the City Council; Establishing Procedures and Forms for Receiving Compensation.

Assistant City Attorney Rivera discussed the proposed amendment to Ordinance No. 724.

Ordinance No. 745: An Ordinance of the City Of Manor, Texas Amending and Replacing Ordinance No. 724 and Section 1.04.003 of the Code of Ordinances to set the Compensation for the Mayor and Members of the City Council; Establishing Procedures and Forms for Receiving Compensation; Providing a Severability Clause, Providing Savings, Effective Date and Open Meetings Clauses, and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Por Tem Hill to approve Ordinance No. 745 Amending and Replacing Ordinance No. 724 and Section 1.04.003 of the Code of Ordinances to set the Compensation for the Mayor and Members of the City Council; Establishing Procedures and Forms for Receiving Compensation.

There was no further discussion.

Motion to approve carried 6-0

9. Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for Tower Road Apartments Development.

The city staff recommended that the City Council approve a Development Agreement Establishing Development Standards for Tower Road Apartments Development.

Development Services Director Dunlop discussed the proposed agreement.

David D'Amelio with Dominion submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the city council.

Andrew Graham with Dominion submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the city council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve a Development Agreement Establishing Development Standards for Tower Road Apartments Development.

There was no further discussion.

Motion to approve carried 6-0

10. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Tower Road Apartments Development.

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Tower Road Apartments Development and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed agreement.

David D'Amelio with Dominion submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the city council.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Hill to approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Tower Road Apartments Development and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 6-0

11. Consideration, discussion, and possible action on an Agreement for Billing and Collection Services Between Travis County and the City of Manor Related to the New EntradaGlen Public Improvement District.

The city staff recommended that the City Council approve the Agreement for Billing and Collection Services Between Travis County and the City of Manor Related to the New EntradaGlen Public Improvement District.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Agreement for Billing and Collection Services Between Travis County and the City of Manor Related to the New EntradaGlen Public Improvement District.

There was no further discussion.

Motion to approve carried 6-0

12. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Appendix A, Article A7.000 Utility Service Charges and Fees by Establishing Stormwater Drainage Fees.

The city staff recommended that the City Council approve Ordinance No. 748 amending Manor Code of Ordinances Appendix A, Article A7.000 Utility Service Charges and Fees by Establishing Stormwater Drainage Fees.

Development Services Director Dunlop discussed the proposed agreement.

Ordinance No. 748: An Ordinance of The City of Manor, Texas, Amending Manor Code of Ordinances Appendix A, Article A7.000 Utility Service Charges and Fees by Establishing Stormwater Drainage Fees; Repealing Conflicting Ordinances; Providing for Penalties; and Providing for a Savings, Severability, Open Meetings and Effective Date Clauses; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve Ordinance No. 748 amending Manor Code of Ordinances Appendix A, Article A7.000 Utility Service Charges and Fees by Establishing Stormwater Drainage Fees.

There was no further discussion.

Motion to approve carried 6-0

13. Consideration, discussion, and possible action on the Fourth Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

The city staff recommended that the City Council approve the Fourth Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the Fourth Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

There was no further discussion.

Motion to approve carried 6-0

14. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Financing Agreement.

The city staff recommended that the City Council approve Resolution No. 2024-17 of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Financing Agreement.

Development Services Director Dunlop discussed the proposed agreement.

Resolution No. 2024-17: A Resolution of The City of Manor, Texas Approving and Authorizing the Mustang Valley Public Improvement District Financing Agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Resolution No. 2024-17 of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Financing Agreement.

There was no further discussion.

Motion to approve carried 6-0

15. Consideration, discussion, and possible action on the Newhaven Development TIA Phasing Agreement with Gregg Lane Dev., LLC.

The city staff recommended that the City Council approve the Newhaven Development TIA Phasing Agreement with Gregg Lane Dev., LLC.

Brad Carabajal with Giddiy Engineering submitted a speaker card; however, he did not wish to speak but was available to answer any questions posed by the city council.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve the Newhaven Development TIA Phasing Agreement with Gregg Lane Dev., LLC.

There was no further discussion.

Motion to approve carried 6-0

16. Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the 14704 US Hwy 290 Project.

The city staff recommended that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the 14704 US Hwy 290 Project and authorize the City Manager to execute the agreement.

Development Services Director Dunlop discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the 14704 US Hwy 290 Project and authorize the City Manager to execute the agreement.

There was no further discussion.

Motion to approve carried 6-0

17. Consideration, discussion, and possible action on a Resolution granting consent for Wilbarger Creek Municipal Utility District No. 1 to serve water to an area within the corporate limits of the City of Manor, Texas.

The city staff recommended that the City Council approve Resolution No. 2024-18 granting consent for Wilbarger Creek Municipal Utility District No. 1 to serve water to an area within the corporate limits of the City of Manor, Texas.

Development Services Director Dunlop discussed the proposed agreement.

Resolution No. 2024-18: A Resolution of The City Council of The City of Manor, Texas, Granting Consent for Wilbarger Creek Municipal Utility District No. 1 to Serve Water to an Area Within the Corporate Limits of the City of Manor, Texas.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve Resolution No. 2024-18 granting consent for Wilbarger Creek Municipal Utility District No. 1 to serve water to an area within the corporate limits of the City of Manor, Texas.

There was no further discussion.

Motion to approve carried 6-0

18. Acknowledge the resignation of Planning and Zoning Commissioner Cresandra Hardeman, Place No. 3; and declare a vacancy.

The city staff recommended that the City Council acknowledge the resignation of Planning and Zoning Commissioner Cresandra Hardeman, Place No. 3; and declare a vacancy.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to acknowledge the resignation of Planning and Zoning Commissioner Cresandra Hardeman, Place No. 3; and declare a vacancy..

There was no further discussion.

Motion to acknowledge carried 6-0

19. Consideration, discussion, and possible action on canceling the June 19, 2024, Regular City Council Meeting and setting a Called Special Session.

The city staff recommended that the City Council cancel the June 19, 2024, Regular City Council Meeting and set a Special Called Session for Monday, June 17, 2024, at 7:00 p.m.

City Manager Moore discussed the proposed cancelation.

A discussion was held regarding an additional meeting to be called because the Mayor and Mayor Pro Tem would not be able to attend the June 17th meeting.

A discussion was held regarding Public Hearing notices.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Wallace to cancel the June 19, 2024, Regular City Council Meeting and set a Special Called Session for Monday, June 17, 2024, at 7:00 p.m. for Public Hearing only and a Special Called Session for Tuesday, June 18, 2024, at 7:00 p.m.

There was no further discussion.

Motion to approve carried 6-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 9:25 p.m. on Wednesday, June 5, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in - *Section 551.074 Personnel Matters to deliberate and discuss the duties of the Finance Director; Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD* at 9:25 p.m. on Wednesday, June 5, 2024.

The Executive Session was adjourned at 10:19 p.m. on Wednesday, June 5, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:19 p.m. on Wednesday, June 5, 2024.

There was no action taken.

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 10:19 p.m. on Wednesday, June 5, 2024.

The Manor City Council approved these minutes on June 18, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



The Manor **COMMUNITY DAY & 5K**

**SATURDAY
JUNE 8TH**

- Manor Community Day & 5k Shirt
- Bib
- Finisher Medal
- Refreshments
- Snacks
- Health Screenings
- Health Resources

**Starting at 9:00AM
Finishing at 1:00PM**

TIMMERMANN PARK
12616 SKIMMER RUN
MANOR, TX US 78653

REGISTRATION \$30

* Event shirts are not guaranteed if you register after 5/28/2024*



MANOR
EST. TEXAS

People. Principles.
Purpose. Partnerships.

City of Manor

Juneteenth Celebration

Timmermann Park, 12616 Skimmer Run

June 19, 2024 | 12 PM-8 PM



**Juneteenth Ceremony | Food Trucks | Water Slides
Live Music | Family-Friendly Fun**

PROGRAM

Juneteenth Ceremony	12:00 PM
Christopher D. Spivey & Company	1:00 PM
Sherie Yvette as Whitney Houston	2:15 PM
Candace Bellamy	3:00 PM
Nayla Wilmore	4:00 PM
Enrico "Rico" Hampton as Michael Jackson	5:00 PM
Andrea Bridgeman & Soul 2 Soul	6:00PM

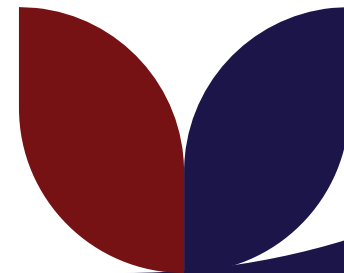


TML Youth Program: Youth Advisory Commission



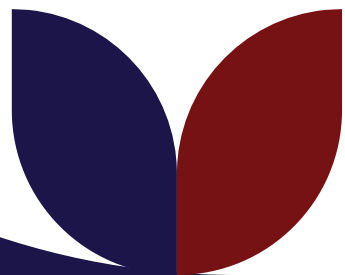
What is a YAC?

- Youth program created to give a voice to the youth in their city government through a civic system platform. YAC creates a safe and enriching environment in which our youth can thrive.
- YAC brings the youth's perspective, creativity, and energy to their city government.
- YAC exists to assist in minimizing community problems relating to youth while encouraging positive growth and development.



YAC Mission & Purpose

- To provide the youth of our community opportunities through volunteerism and service by taking initiatives that are directed toward effective and positive change.
- It provides cities with energetic volunteers for civic projects, gives city leaders a fresh viewpoint on issues challenging our cities, and creates a sense of accomplishment for our youth.
- YAC participates in social, cultural, and recreational activities that are meant to empower them in a drug and alcohol-free environment.



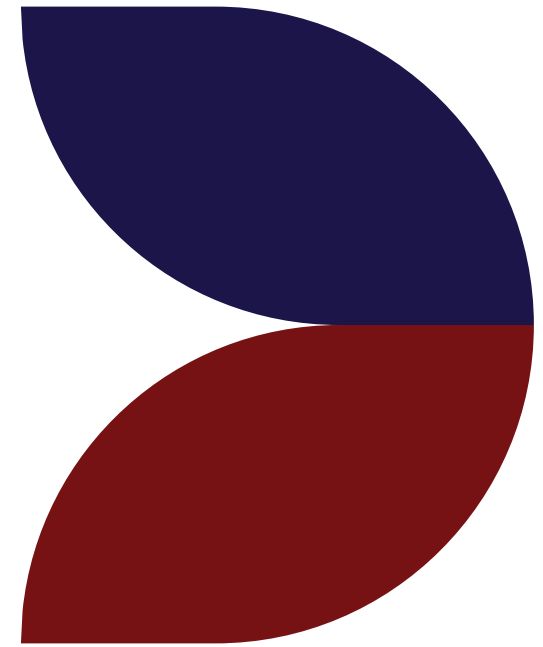
5 Core Values

1. Empowerment: YAC empowers young individuals by providing them with a platform to actively participate in local governance and decision-making processes.
2. Engagement: YAC encourages active involvement and collaboration among youth, fostering camaraderie and a sense of community.
3. Youth Voice: YAC amplifies the voices of young people, ensuring their perspectives are heard and considered in matters affecting their city.
4. Leadership Development: YAC aims to nurture leadership skills among its members, equipping them to make a positive impact in their community.
5. Community Service: YAC engages in meaningful service projects that benefit the community, reinforcing the importance of civic responsibility and giving back.

Membership

- YAC membership is composed of Manor youth grades 8th through 12th in the Manor Independent School District (MISD), Home School, and Manor Residents.
- Different membership levels:
 - YAC Commissioners
 - Members elected by the City Council, City Mayor, and City Staff Liaison to represent the City of Manor’s youth through a screen and interview process.
 - Commissioners are the only members allowed to vote, and their primary purpose is to represent the interest of the resource members and the youth of Manor.
 - YAC Officers
 - There are two (2) types of YAC officers: elected by fellow commissioners & appointed by city staff liaison.
 - Elected Positions: Chair, Vice-Chair, Secretary, and Treasurer.
 - Appointed Positions: Sergeant at Arms, Boards Representatives, Public Relations, and Team Building
 - YAC Resource Member
 - Members range from 8th to 12th grade. The resource members help YAC Commissioners achieve YAC’s goals and uphold the YAC mission.

Projects & Initiatives

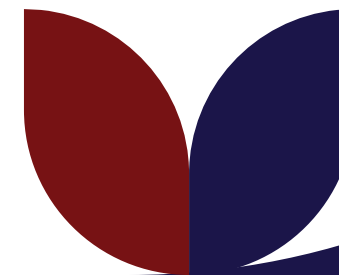


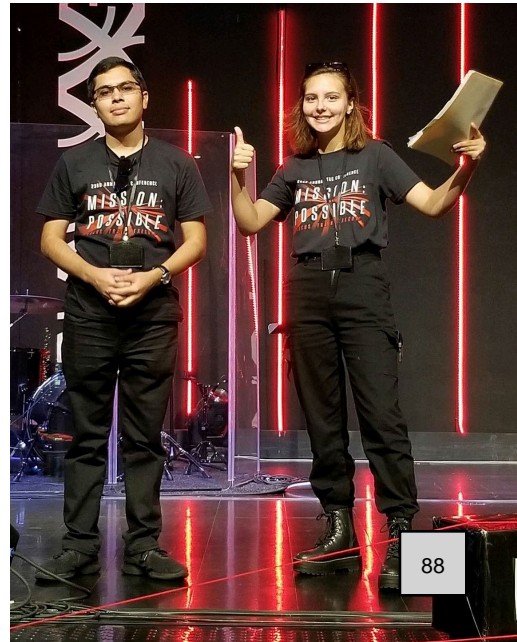
Yearly Projects

- Youth Leadership Workshops
- Special Needs Projects
- Global Youth Services Day([GYSD](#))
- Presidential Volunteer Service Award Ceremony ([PVSA](#))
- Youth Conference/Fair/Summit
- Environmental Projects

Yearly Initiatives

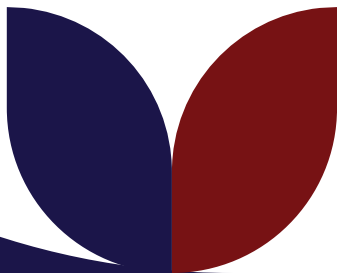
- Youth Leadership Opportunities
- Healthy Body, Healthy Mind, Healthy Soul, Healthy Life
- Park Ambassadors
- Create an inclusive environment
- Create a safe platform and environment for Manor's youth to have a voice







Item 1.



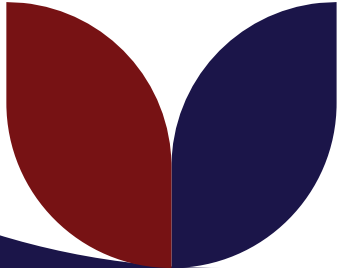
Why should Manor have a YAC?

YAC provides the following to the youth in Manor:

- A voice to the youth of Manor
- Develop and enhance leadership skills
- A safe and encouraging networking environment
- Volunteer opportunities in the community
- A platform for the youth to be involved in city activities and civic system
- Opportunities to make life-long friendships
- Fun projects and initiatives to make a positive impact in the community



Proposed Logos





Thank you

Item 1.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

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

- May 2024 City Council Monthly Reports

STAFF RECOMMENDATION:

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

Manor City Council Monthly Report

Name: Dr. Christopher Harvey Place/Position Mayor

Start Date: May 1, 2024 End Date: May 31, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	1	Regular city council meeting

Other Meetings

Type of Meeting	Date	Description
Manor Housing Public Facility Corporation	1	Public facility meeting – review 2 projects
Central Texas Housing Innovation	4	Panel discussion

Other

Type	Date	Description
City and School District Celebration	17	Tyler Guyton drafted to the Dallas Cowboys
Manor Palooza	3, 4	Attended the event

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Community Collaborative Meeting	Yes	9		Met to discussion Mayor's ball
Economic Development	Yes	14		Meeting w/Matt Creel from opportunity austin
Economic Development	Yes	28		Talk with DLR Group about facilities

Committee Name	Chair (Yes or No)	Meeting Date	Quarterly Report Date	Description
Community Collaborative Meeting	Yes	28		Evening meeting. Created a sub group to lead planning efforts

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description
Workforce development	15-17	Attend workforce development conference in Atlanta Georgia with community partners

Community Meetings (minimum of 2)

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

Other

Type	Date	Description

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

Manor City Council Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

Start Date: May 1, 2024 End Date: May 31, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	05/01/2024	City Council meeting
City Council Meeting	05/15/2024	City Council Meeting

Other Meetings

Type of Meeting	Date	Description
PFC Meeting	05/01/2024	Housing workshop

Other

Type	Date	Description
Manor High School alumni event	05/17/2024	City was invited to attend an alumni event/see City Manager for backup. Not sure if this would be considered under a different tier for community participation.

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public Safety Committee	Yes	TBD	No current report for this next quarter yet	Ensuring the safety of citizens and implementing programs to heighten public safety awareness
Mayors Community Collaborative Committee	No	05/28/2024	Every 4 th Wednesday	Discussions on citizen feedback for a variety of programs or how we can better collaborate to making Manor a great place to work,play,live.

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

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

Manor City Council Monthly Report

Name: ANNE WEIR Place/Position Council Pl. 2

Start Date: MAY 1, 2024 End Date: MAY 31, 2024

A completed form **MUST** be turned in monthly report-submission deadline provided by the City Secretary, or compensation for the prior month will be forfeited.

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

TIER 1

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

City Council Meetings/Special Called Sessions

Type of Meeting	Date	Description
Regular City Council Meeting	MAY 1, 2024	Consideration, discussion & possible actions pertaining to the city
Regular City Council Meeting	MAY 15, 2024	Consideration, discussion & possible actions pertaining to the city.

City Council Workshops

Type of Meeting	Date	Description
Manor Housing Public Facility Corp.	MAY 1, 2024	DISCUSS PROJECT & SERVICES TO THE CORPORATION

Other

Type	Date	Description
4TH Annual MANOR PALOOZA	MAY 3-4, 2024	Family friendly event celebrating the City of Manor & its people
W2/PFC AVELYN MANOR Groundbreaking	MAY 22, 2024	Groundbreaking ceremony for multifamily development in Manor.

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

TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council on the second regular council meeting of the month (Quarterly - October, January, April, July)

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
HEALTH COMMITTEE MEETING	YES	MAY 1, 2024	July	Discussion on Travis County Health Contractors STATUS of Community Health Survey

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

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description

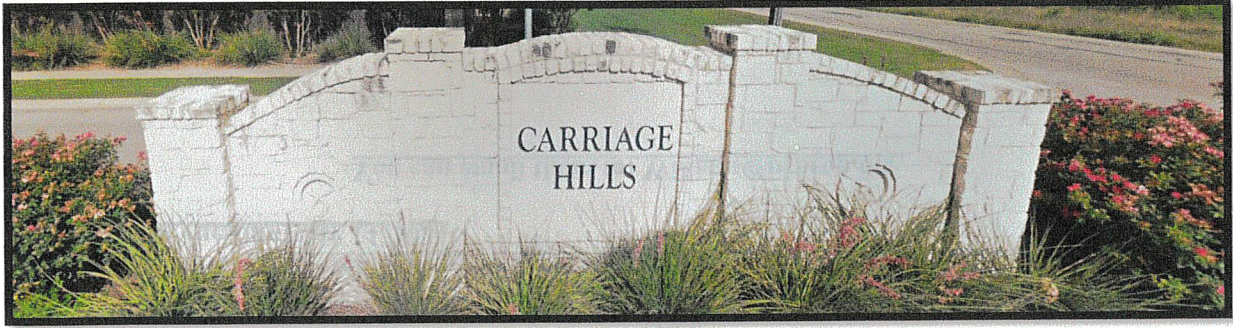
Community Meetings (minimum of 2 per year).

Individual/ Group	Date	Description
HOA: Carriage Hill	MAY 16, 2024	Annual Meeting - Financial Overview & 2024 Budget, Board Elections, Concerns
ESD:		
EMS:		
Other:		

Texas Municipal League (TML)

Type	Date	Description	Hours

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



Carriage Hills Homeowners Association, Inc.
 c/o PS Property Management Co., Inc.
 PO Box 7079; Round Rock, Texas 78683
 Phone: 512-251-6122 • E-mail: Info@psprop.net

ANNUAL MEETING NOTICE

THURSDAY, MAY 16, 2024 at 7:00pm

ZOOM MEETING

Meeting ID: 874 0258 0548

Passcode: Carriage

Registration: 6:45 PM. Please sign in & register to win one of 3 (\$50.00) Visa Gift Cards for your attendance.

Meeting Agenda

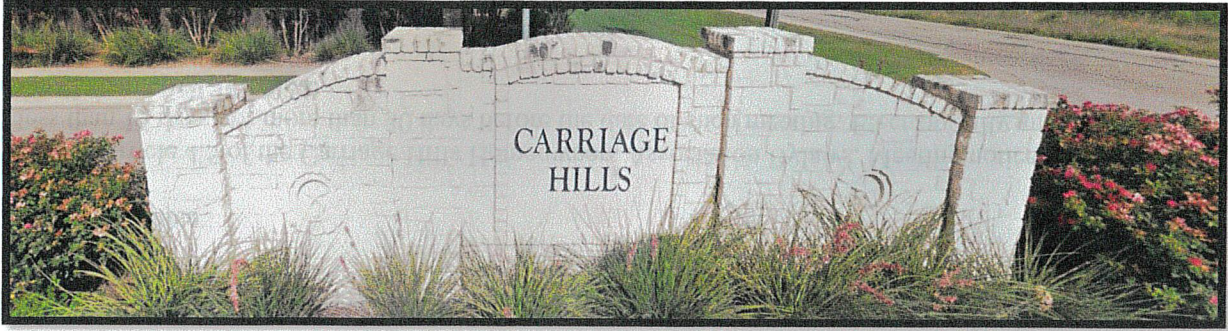
1. Call to Order
2. Proof of Notice / Establishment of Quorum (23 owners)
3. Introductions / Officers Report
4. Approve 2023 Annual Meeting Minutes
5. Financial Overview & 2024 Budget
6. Old / New Business
7. Board Elections
8. Homeowner Concerns
9. Gift Card Drawing
10. Adjournment

If you are not able to attend the Annual Meeting in person, please fill out the Proxy Form and email it to: William@psprop.net before **May 14, 2024**. It is important that you file a proxy to establish a ten percent (10%) quorum so that the association may conduct the business of the association. Your proxy will be voided if you attend the meeting via Zoom.

Thank you for your attention to this important matter. If you have any questions regarding the Annual Meeting, please email the community manager at: William@psprop.net.

Proof of Notice

As per Article 4.5 of the Carriage Hills Homeowners Association Bylaws. Meeting notice is required not less than 15 days nor more than 30 days before the date of such meeting. Electronically and physical email sent **April 18, 2024**.



Carriage Hills Homeowners Association, Inc.
c/o PS Property Management Co., Inc.
PO Box 7079; Round Rock, Texas 78683
Phone: 512-251-6122 • E-mail: Info@psprop.net

ANNUAL MEETING PROXY 2024

The undersigned authorized voting representative (owner) of address: _____ in Carriage Hills Homeowners Association, Inc. do hereby constitute and appoint one of the following as nominee, and proxy with powers of substitution for and in the name and place of the undersigned, to appear, represent, and cast votes only as I specifically instruct in reference to the following matters to come before the Annual Meeting of **Carriage Hills Homeowners Association, Inc.** to be held on **Thursday, May 16, 2024** at 7:00pm via ZOOM.

GENERAL POWERS

I hereby authorize and instruct my proxy to use their best judgement on all matters which properly come before the meeting as may be authorized by the Carriage Hills Homeowners Association, Inc. Bylaws, to establish a quorum so that the association may conduct the business of the association. The Quorum is ten percent (10%) of the association in good standing.

The undersigned ratify and confirm all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or at any change, adjournment, or continuation of it, and revoke all prior proxies previously executed. This proxy expires at the adjournment of the above-mentioned annual meeting.

Date:

Signature:

Print:

Proxy must be received at the PS Property Management office NO LATER THAN Tuesday May 14, 2024

[You can email them to: William@psprop.net](mailto:William@psprop.net)

P ×

Can you make it, Anne Weir?


Yes

No

N

Item 2.

US

MESSAGE HOST 

W2 Real Estate Partners cordially invites you to the
GROUNDBREAKING CEREMONY
OF
AVELYN MANOR

WEDNESDAY, MAY 22
10:00AM CDT

400 GREGG MANOR RD
MANOR, TX 78653

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POST

[Terms and Privacy](#) [Privacy Snapshot](#) [Help](#) © 2024 Paperless Post ®

RSVP

4TH ANNUAL MANORPALOOZA

East Manor Development No. 1,
15317 US HWY 290 East | Manor TX

MAY 3RD | **MAY 4TH**
5PM-10PM | **11AM-11PM**



Games | Food Trucks | Vendors | Live Music | Carnival Rides | Family-Friendly Fun | Sausage Eating Contest | Firework Show and more!

SAVE THE DAY!

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

(512) 272-5555

cityofmanor.org



Manor City Council Monthly Report

Name: **Maria Amezcua** Place/Position **Place 3**

Start Date: 05/01/2024 End Date: 05/31/2024


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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council Meeting	5/1 5/15	Regular Meeting Regular Meeting
Manor Housing Public Facility Corporation	5/1	Regular Meeting



To view archived agendas and minutes, please click here.

All Meetings

Board of Adjustments (BOA)

Charter Review Commission

City Council

Community Impact Fee (CIF) Advisory Committee

Comprehensive Plan Advisory Committee (CPAC)

Ethics Commission

Planning & Zoning (P&Z) Commission

Tax Increment Reinvestment Zone (TIRZ) 1 Board

Manor Housing Public Facility Corporation

Meeting	Date	Time	Agenda	HTML Agenda	Packet	HTML Packet	Minutes	Video/Audio
City Council & Planning and Zoning Commission Joint Workshop	6/1/2024	9:00 AM	📄	📄				
Notice of Potential Quorum	5/28/2024	6:00 PM	📄	📄				
Notice of Potential Quorum	5/22/2024	10:00 AM	📄	📄				
City Council Regular Meeting	5/15/2024	7:00 PM	📄	📄	📄	📄		

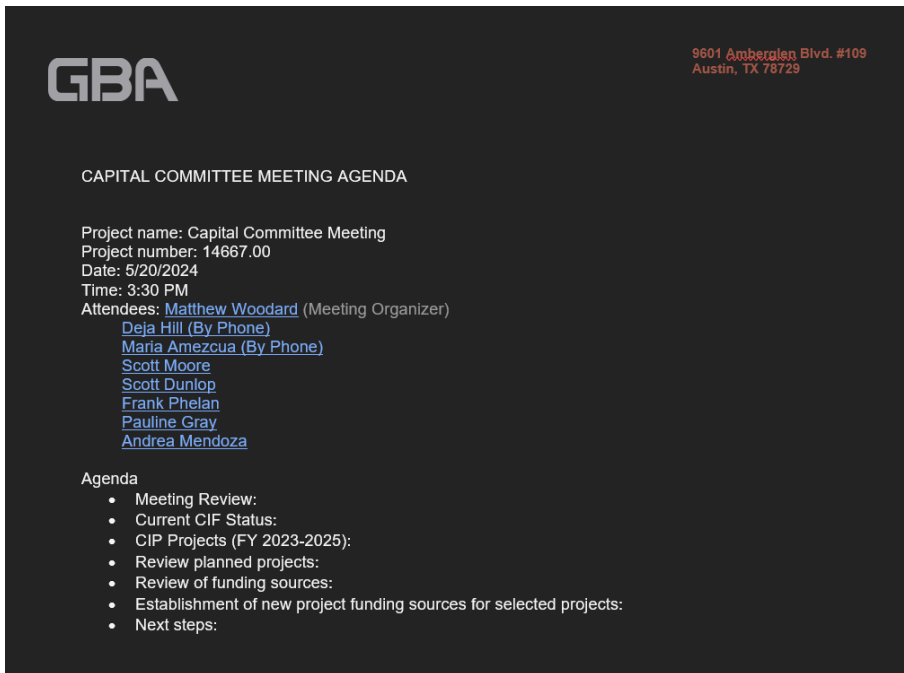
- Please submit any backup material for Tier 1 that supports your community involvement and attendance.

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Capital Improvements	No	5/16 5/20		Meeting Cancelled Regularly scheduled committee meeting.
Tree Advisory Committee	Yes			



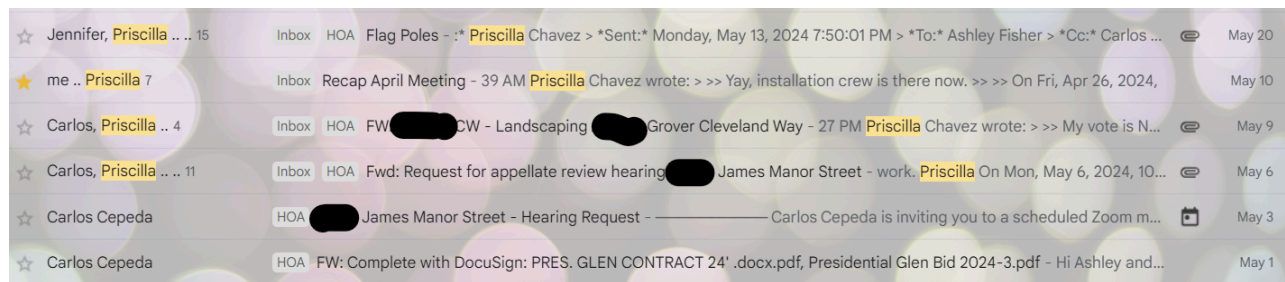
- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
- * Quarterly Committee Reports Due October, January, April, July

TIER 3

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

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:Presidential Glen	5/01	Presidential Glen Contact Review for Pool Services
	5/03	Discussion of Request to a Hearing for Dispute of Decision
	5/06	11am Hearing with resident. Following discussion by Board
	5/09	Discussion of Fines and waiver requests
	5/10	Ongoing Board Discussion on all Issues/Annual Meeting
	5/20	Flag Pole Discussion
Other:		



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

Manor City Council Monthly Report

Name: **Sonia Wallace** Place/Position **Council Member 4**

Start Date: May 01, 2024 End Date: May 31, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council meeting	05/01/24 05/15/24	

Other Meetings

Type of Meeting	Date	Description
PFC Meeting	05/01/24	
P&Z meeting Town Hall Meeting	05/08/24 05/28/24	Seeking public input on possible park a minute to East, and discussing possible grant opportunities.

Other

Type	Date	Description
Avenly Manor Groundbreaking	05/22/24	Manors first low income and first responder housing project
NFC Partnerships teams meeting	05/29/24	Discussion on possible fitness courts available for our park areas. Also Grant opportunities to be able to purchase said fitness court.

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Parks Meeting	Yes	05/28/24		

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

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July



CAMPAIGN BRIEFING

WELCOME





AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

CELEBRATING 500TH
Healthy Community this Year



NOW FUNDED
to welcome 1000 Healthy
Communities by 2025

CAMPAIGN MISSION: to Build Healthy Communities

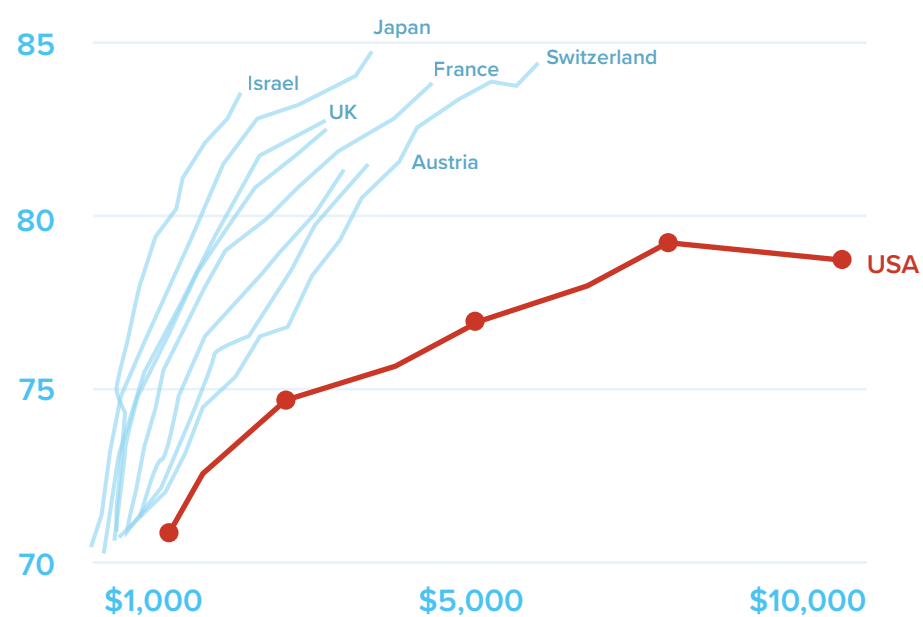


WHY THE CAMPAIGN DOES IT

TO MAKE WORLD CLASS FITNESS FREE



Life Expectancy vs Health Expenditure



UNDERSTANDING THE PROBLEM

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.



BECOMING THE SOLUTION

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-BEING, HEALTH OUTCOMES CHANGE!



BROUGHT TO YOU BY





FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

MULTI-SITE PLANNING FOR HEALTH IMPACT

Item 2.



78%
HEALTHY SITE SCORE

84%
HEALTHY SITE SCORE

92%
HEALTHY SITE SCORE

80%
HEALTHY SITE SCORE

STUDIO

BUILDING HEALTHY COMMUNITIES
MULTI-SITE PHASING FOR HEALTH IMPACT
HEALTHY SITE SCORE (HSS)



PLANNING



PHASING



LAYOUTS



PROJECTIONS



SCORES



MAPPING



TRAILS



WHAT THE CAMPAIGN DOES

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

DESIGN & PLANNING

LAUNCH & PRESS

SPONSOR SUPPORT CAMPAIGN

PUBLIC ART

GRANT FUNDING

AMBASSADOR TRAINING

INSTALLATION

MOBILE APP





FITNESS COURT

WORLDS BEST OUTDOOR GYM

Item 2.



7 MOVEMENT FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED | COACH IN YOUR POCKET



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND

NEW FOR 2024



FITNESS COURT

COMMUNITY WELLNESS HUB

STUDIO

Item 2.



COMMUNITY WELLNESS PROGRAMMING

WELCOMES ENTIRE COMMUNITY
MAYORS WELLNESS SERIES



HIIT



YOGA



ZUMBA



DANCE



STRETCH



KICKBOXING



TAI-CHI



FITNESS COURT | ART

EVERY FITNESS COURT IS A WORK OF ART

Item 2.



WORK WITH LOCAL ARTISTS
NFC DESIGN STUDIO

WORLD RENOWN ARTIST GALLERY
KEITH HARING | JEAN MICHEL BASQUIAT

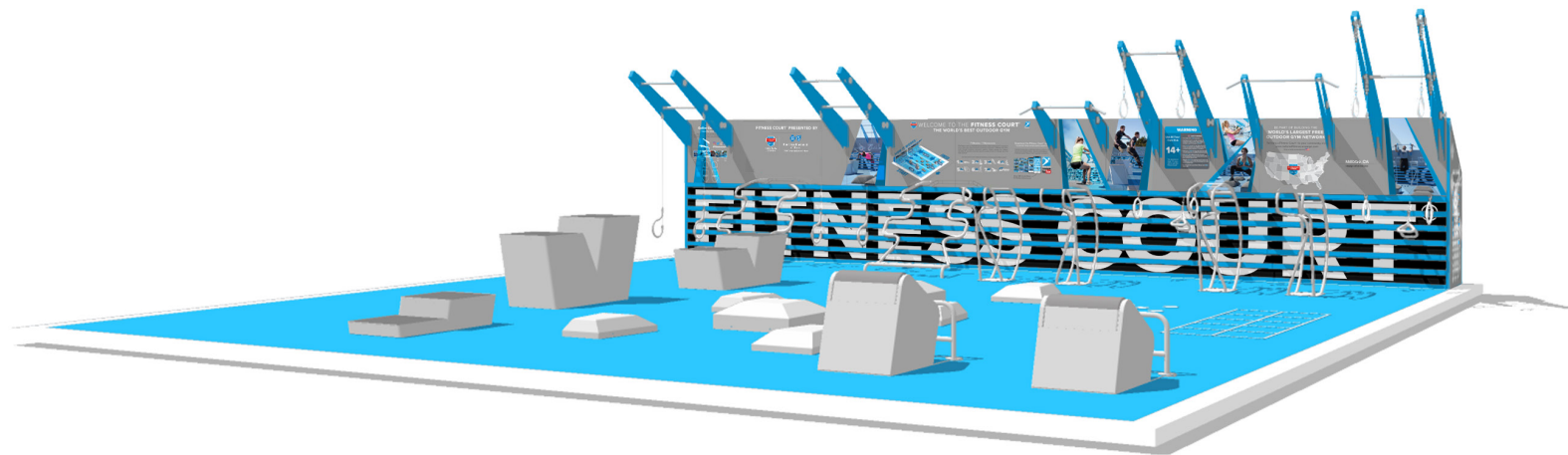
Fitness Court® Public Art



FITNESS COURTS®



Approved State Fitness Court Design



2024 NFC State Sponsor Art Collection
No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

Item 2.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



Final design works in collaboration with State Sponsor.

LOCAL ARTIST

Additional Funding Required:
\$25,000

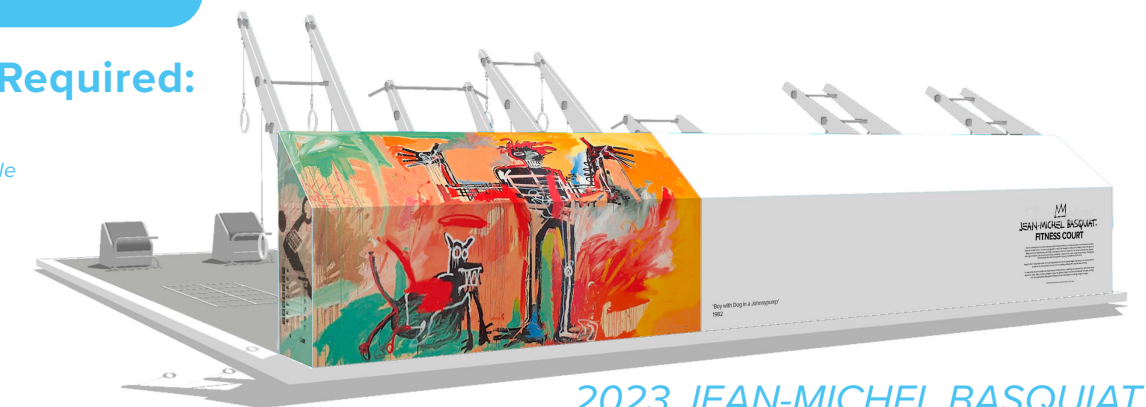


Final design works in collaboration with State Sponsor.

FEATURED ARTIST

Additional Funding Required:
\$50,000

Limited licenses available



2023 JEAN-MICHEL BASQUIAT



1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

2. HEALTH BENEFITS
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

3. HEALTHY INFRASTRUCTURE
PLACES DESIGNED FOR PEOPLE NOT CARS

4. BUILDING COMMUNITY
CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

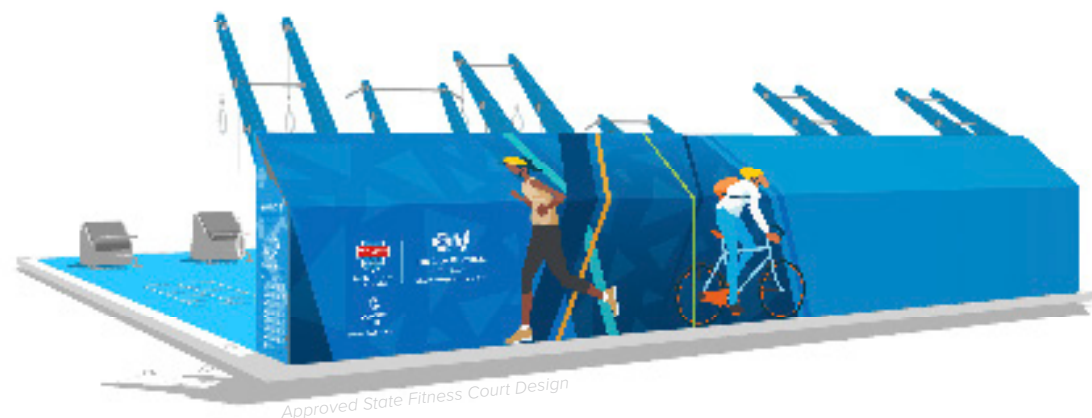
5. REDUCED HEALTHCARE COSTS
HEALTHIER, HAPPIER, PEOPLE





2024 TEXAS CAMPAIGN

PRESENTED BY



Strategic Plan Adopted for Health Impact Across State

Limited funding for 20 communities in 2024



\$1,000,000 in Funding Now Available for Qualified Site Partners

NFC Grant Requirements

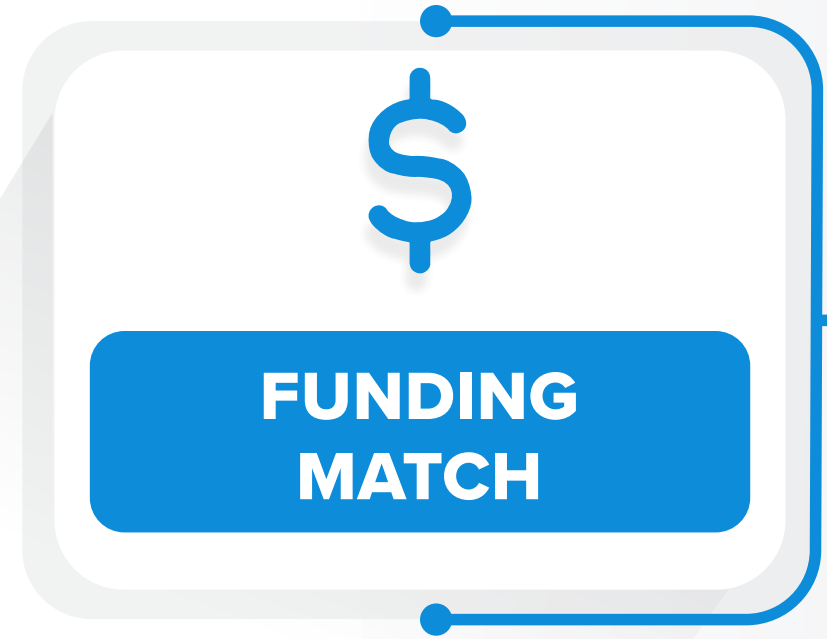
Program Qualification



STEP 1



STEP 2



STEP 3



STEP 4

JOIN THE CAMPAIGN

A large, light gray rounded rectangle with the text 'JOIN THE CAMPAIGN' in bold, dark gray capital letters.



STEP 1

LEADERSHIP SUPPORT

BUILD CONSENSUS / CONFIRM FEASIBILITY
MUNICIPAL LEADER SUPPORT

SHARE 3 MINUTE VIDEO





STEP 2

SITES WITH IMPACT

IDENTIFY SITES THAT MEET CRITERIA FOR FUNDING

*HEALTHY INFRASTRUCTURE PLANNING
• VISIBLE • CONNECTED • ACCESSIBLE •*

SUBMIT SITES FOR CONSIDERATION





STEP 3

FUNDING MATCH

*NFC GUIDES FUNDING PLAN
CIP • STATE/NATIONAL • LOCAL SPONSORS*

**GRANT FUNDING AVAILABLE:
\$30,000-\$50,000 PER SITE**

*GRANT FUNDING TYPICALLY SUPPORTS ABOUT
1/3 OF FUNDING REQUIREMENT*

PROGRAM FUNDING REQUIREMENT

\$150,000-\$225,000

PERSITE





STEP 4
QUALIFY FOR GRANT

- A. PRE-APPLICATION PHASE*
- B. GRANT AWARD*
- C. BUILD/SITE PLAN*
- D. LAUNCH LOCAL CAMPAIGN*

SUBMIT GRANT APPLICATION



NEXT STEP



ATTEND PARTNERSHIP QUALIFICATION CALL IF APPROPRIATE

DISCUSSED AT NEXT STEP:

- 1. FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES**
- 2. SITE ANALYSIS & LOCATION OPTIONS FOR FUNDING CONSIDERATION**
- 3. FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE**
- 4. NON-BINDING GRANT QUALIFICATION PROCESS**



JOIN US

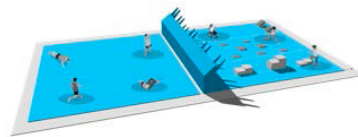
LET'S BUILD HEALTHY COMMUNITIES **TOGETHER**



Discussion - Q&A

STEP 3

2024 CAMPAIGN FUNDING REQUIREMENT

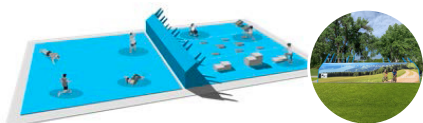


NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services **\$ 195,000**

NFC Grant Funding Award  **(\$30,000-\$50,000)**

Fitness Court® Studio Art Options: *(note: powder-coating color and included art design dependent on state sponsor)*



Design Studio Standard Art
Included



Local Artist
\$25,000



OPTIONAL

NFC PROGRAM TOTAL **\$ 145,000-165,000**

CONCRETE SLAB (FULL STUDIO DIMENSIONS 38X76) **est.\$ 0-40,000**

Can be performed in-house or in-kind

NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM **\$ 32,500**

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner (separate agreement)
With Prevailing Wage Rates: \$34,500

INSTALLATION & CONCRETE TOTAL ESTIMATE **\$ 32,500-72,500**

FITNESS COURT STUDIO & INSTALLATION TOTAL ESTIMATE AFTER \$50,000 GRANT FUNDING \$ 217,500*

**Assumes concrete pad costs of \$40,000 (national average) and includes Standard Art*



NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services **\$ 160,000**

NFC Grant Funding Award  **(\$30,000-\$50,000)**

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000



Featured Artist
\$35,000

OPTIONAL

NFC PROGRAM TOTAL **\$ 110,000-130,000**

CONCRETE SLAB **est.\$ 0-20,000**

Can be performed in-house or in-kind

NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM **\$ 25,000**

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner (separate agreement)
With Prevailing Wage Rates: \$27,000

INSTALLATION & CONCRETE TOTAL ESTIMATE **\$ 25,000-47,000**

FITNESS COURT & INSTALLATION TOTAL ESTIMATE AFTER \$50,000 GRANT FUNDING \$ 155,000*

**Assumes concrete pad costs of \$20,000 (national average) and includes Standard Art*

Manor City Council Monthly Report

Name: Aaron Moreno Place/Position Council member PLC 5

Start Date: 5/1/24 End Date: 5/31/24

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

TIER 1

Tier	Meeting Criteria and Compensation Guidelines
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City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Regular Meeting	5/1/24	Attended the regular city council meeting.
City Council Regular Meeting	5/25/24	Attended the regular city council meeting.

Other Meetings

Type of Meeting	Date	Description
Manor Housing Public Facility Corporation (MPFC)	5/1/24	Attended the Manor PFC meeting.
Manor Town Hall	5/28/24	Attended the Town Hall at city hall for the Timmermann Park MasterPlan/Grant updates and hear community feedback .

Other

Type	Date	Description
AVELYN MANOR Groundbreaking ceremony	5/22/24	Attended the AVELYN Manor groundbreaking ceremony.
ManorPalooza	5/3/24- 5/4/24	Attended our ManorPalooza

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Health Committee Meeting	No	5/1/24		Attended the health committee meeting discussing updates from the Black Men's Health Clinic.

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

Other

Type	Date	Description

- Please submit any backup material for Tier 2 that supports your community involvement and attendance.

* Quarterly Committee Reports Due October, January, April, July

Manor City Council Monthly Report

Name: Deja Hill Place/Position Council member Place 6

Start Date: 05/01/2024 End Date: 05/31/2024

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

Type of Meeting	Date	Description
City Council Regular Meeting	5/1/2024	
City Council Regular Meeting	5/15/2024	

Other Meetings

Type of Meeting	Date	Description
Manor PFC Meeting	5/1/2024	

Other

Type	Date	Description

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

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

- May 2024 Department Monthly Reports

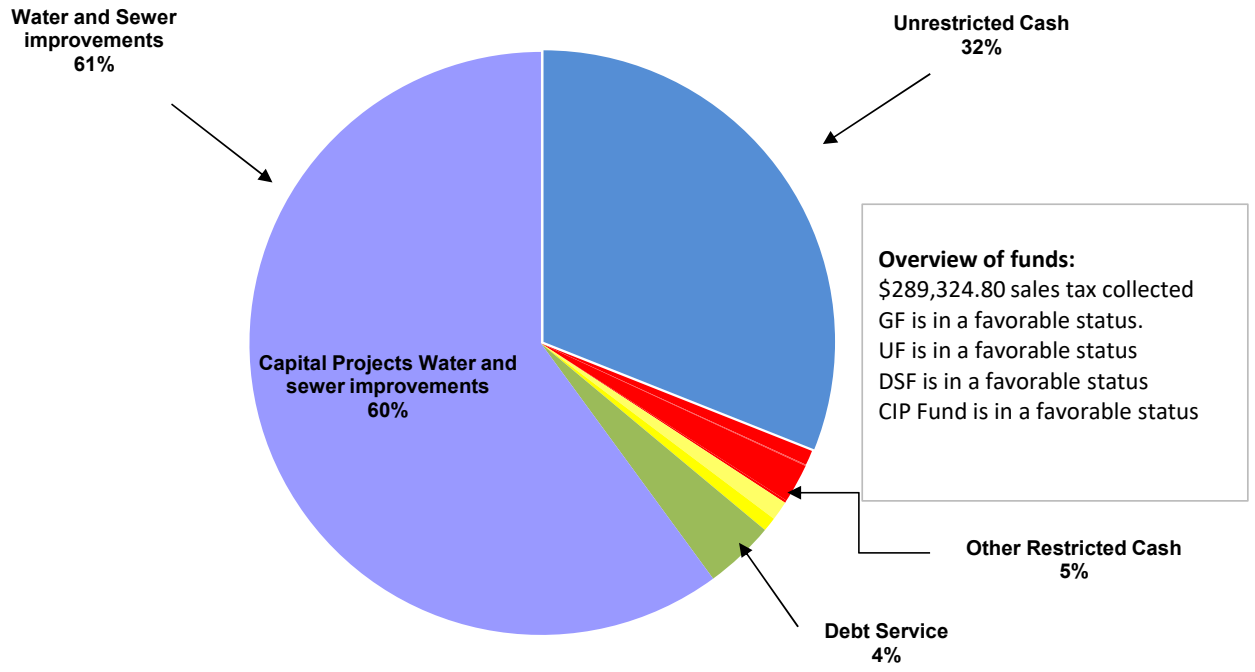
STAFF RECOMMENDATION:

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

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of May, 2024**

CASH AND INVESTMENTS	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
Unrestricted:						
Cash for operations	13,184,817	13,468,852				26,653,670
Restricted:						
Tourism				700,800		700,800
Court security and technology	62,556					62,556
Rose Hill PID				1,850,733		1,850,733
Manor Heights TIRZ				130,704		130,704
Lagos PID				1,691,719		
Customer Deposits		903,357				903,357
Park	672,376					672,376
Debt service			3,354,723			3,354,723
Capital Projects						-
Water and sewer improvements				8,850,092	42,758,743	51,608,835
TOTAL CASH AND INVESTMENTS	\$ 13,919,749	\$ 14,372,210	\$ 3,354,723	\$ 13,224,048	\$ 42,758,743	\$ 85,937,753







Manor Police Department

Monthly Report May 2024



Manor Police Department By The Numbers

	<p>1729 Number of calls for service</p>	<p>56 Average calls per day</p>
	<p>Total Training Hours</p>	<p>1060</p>
	<p>Mental Health Calls</p>	<p>10</p>
	<p>Juvenile Detentions</p>	<p>6</p>

* Includes academy training hours

Interactions



8

Community Events

1

Hosted Events

7

External Events



0:02:00

Average response time



2.5

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

1.67

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



2243

The estimated number people officers interact with on calls alone.

1,159

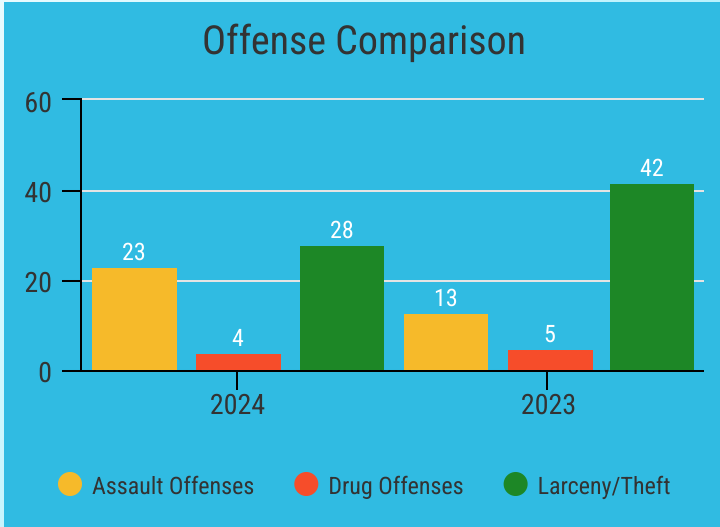
The estimated number people officers interact with on stops alone.

3,402

The estimated number people officers interact with total.

Criminal Offenses

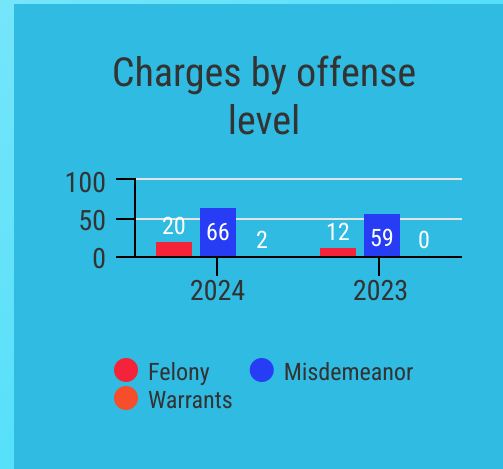
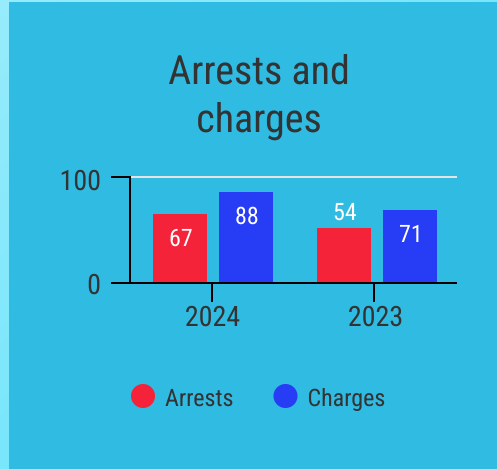
National Incident Based Reporting System



Offense Group	2024	2023
Group A	76	76
Group B	84	87

Crime Type	2024	2023
Persons	25	16
Property	63	70
Fraud	4	4
Crimes against Children	2	0
Other	81	88

Incident Reports, Total Offenses, and Arrests

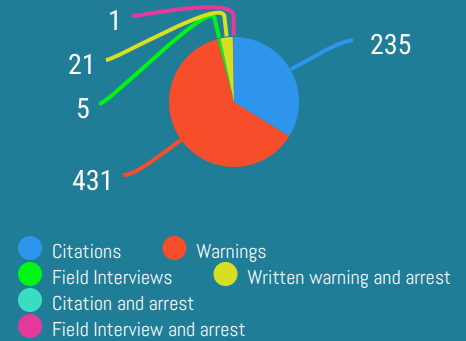


*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

Traffic Enforcement Analysis



694
Total traffic stops
conducted



23

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 3.31% of all stops resulted in an arrest



46 searches
out of 694
stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 6.63% of all stops resulted in a search

CONTRABAND

10

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 22% of searches produced contraband

Traffic Enforcement Analysis



Crashes & DWI

**Responded to
68**


**1
Involving Alcohol
or Drugs**

**32
DWI
Arrests**

DWI Arrests by the numbers*



Manor Police Department DWI Profile - May 2024

	Sunday 6	Monday 1	Tuesday 4	Wednesday 2	Thursday 4	Friday 6	Saturday 9								
Total Cases 32															
Average BAC: 0.146															
 19%  81%															
Suspected Impairment Alcohol Only: 30 Drug Only: 1 Alcohol and Drug: 1															
Reason for Contact Weaving/Fail to maintain single lane: 13 Speeding: 7 Almost striking object or vehicle: 7 911 call or Dispatched: 5 Suspicious Vehicle/Welfare Concern: 4 Varying speed: 3 Unnecessary acceleration or deceleration: 3 Turning with a wide radius or improper turn: 3 Stopping problems (too far, too short, or to jer..): 3 Ran stop sign/light: 3 Improper or unsafe lane change: 3 Failure to signal or signal inconsistent with acti..: 3 Expired Registration: 3 Slow or failing to respond to officer's signals: 2 Inappropriate or unusual behaviour (throwing ..): 2 Driving in opposing lanes or wrong way: 2 Defective Equipment: 2 Crash: 2 Stopping in lane for no apparent reason or unre..: 1 Slow response to traffic signals: 1 Requested by other officer: 1 Driving on other than designated roadway: 1	12 AM: 2	1 AM: 3	2 AM: 7	3 AM: 2	4 AM: 3	5 AM: 1	10 AM: 1	11 AM: 1	2 PM: 1	6 PM: 1	7 PM: 1	8 PM: 1	9 PM: 3	10 PM: 2	11 PM: 3



Travis County Emergency Services District No.12

Item 3.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – May 2024

Calls - Month

2024 - 453 (+8.1%)

2023 - 419 (-1.6%)

2022 - 426

Calls by Unit

Eng1201 - 113

Eng1202 - 108

Bat1201 – 25

SQ1203 – 104

SQ1201 - 137

Eng1203 - 116

FMO1201 – 10,

139 call reviews

Calls - CYTD

2024 - 2049 (+0.5%)

2023 - 2037 (+4.8%)

2022 - 1943

AVG Response Time - Month

9 min, 10 sec

AVG Response Time - CYTD

8 min, 51 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	8	2	26	8
Bastrop Co. ESDs	0	0	0	1
BT1/ESD 13	0	0	0	1
Elgin VFD	0	0	0	0
TC ESD 2	6	8	23	54
TC ESD 11	2	0	16	1
TC ESD 9/6/3	0	0	0	0
WILCO Dept's	0	0	0	1
-----	-----	-----	-----	-----
TOTAL	16	10	65	66

Incident by Type

100 Fire.....	71	200 Rupture/Explosion...	0	300 EMS/Rescue	322
400 Hazardous Condition.	8	500 Service Call.....	15	600 Good Intent.	12
700 False Calls.....	24	900 Other.....	1	800 Nat. Disaster	0

Training and Events

- Truck Company Ops class RR
- Truck Company EVOC course RR
- TAC Harassment Training
- Frontline Provider Meetings
- Lagos Elem. Field Day
- GES Kinder Visit, Pre-K Visit, Spray down
- BME Field Day
- PME Career Day

Awards and Recognition

- FE. Leal 6yrs.
- FE. H. Rhea 4yrs. *



Travis County Emergency Services District No.12

Item 3.

Office of the Fire Chief

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

Operational/Prevention Summary – May 2024

- Compass Rose Splash Down
- Manor Rise Career Day
- Sensory Friendly Station Visit
- Manorpalooza

Prevention Division Activities (ESD/CoM)

Builder Developer Mtgs.....0 (0/0)	Site Visits.....56
Reviews.....42 (25/17)	Initial Inspections60 (36/24)
Under Review.....7 (3/4)	Reinspection.....11 (6/5)
Re-submittals.....18 (11/7)	Residential Inspections.....0 (0/0)
Approvals / Permits Issued.....34(25/9)	Investigation Responses.....3 (1/3)
Awaiting Response from Applicant.....7 (4/3)	Hydrant Inspections/Tests.....4
Review Turn-Around (AVG last 30 days) 6 days	

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: June 18, 2024

RE: **May 13 to June 14 Economic Development Department Activity**

-
- E'Styles' Rental Assistance Program incentive request on agenda: first qualified vetted request for this program considered by Council;
 - Industrial, mixed use and retail economic impact studies completed and incentives agreements in negotiation; multiple ED incentive applications pending;
 - Hunden partners kickoff meeting completed for E. Manor Development #1 Feasibility Study, due diligence materials being completed; site visit pending July 17;
 - Downtown Strategic Planning update meeting with City Council and P&Z at City Hall June 1 with Catalyst Team regarding current status of Downtown Planning and input: plan 65% complete, TIRZ to follow Plan;
 - Collected, logged, distributed to evaluators and reviewed the 5 Solid Waste & Recycling RFP responses; coordinated evaluations with consultant;
 - Submitted draft 2024-2025 budget for consideration;
 - Held Economic Development Committee Meeting 6/4 to review progress since last meeting, obtain input, and request suggestions for future program or process improvement;
 - Attended learning sessions at Convention for Sports and Entertainment Facilities Convention in Las Vegas and made contacts with industry professionals; met with Manor landowners and developers while attending;
 - Attended Avelyn Manor groundbreaking ceremony at E. Eggleston and Gregg Manor: Manor PFC's first affordable multifamily housing project;
 - Teams meeting with Wonik Materials and BuildBlock (Wonik's new developer designee) regarding plans to develop its 26 acres on Old Kimbro Rd.; they are planning a big PR event this fall (likely November) to have company officials from S. Korea to Manor for a dinner and groundbreaking to announce their plans, government grants, etc. and City will coordinate the event with them;
 - Teams meeting with developer interested in 244 acc. Timmermann Tract in Austin ETJ south of Manor City Limits; discussed dis-annexation/annexation process and issues; discussions with Dalfen and counsel on same Manor Downs tract issues with City of Austin, awaiting meeting between City Managers;
 - Meeting with CEC regarding DOT Safe Streets for All (SS4A) grant program; obtained proposal for city application (requires CM action);
 - Sponsored Manor Chamber of Commerce Golf Tournament team and advertising;



MEMO

- Met Zalaram 52 acre property owner Dr. Ramani and broker Gay Ruggiano regarding utilities and property sale suggestions and requirements; met China Stone representatives and their client regarding search for 150 acres for an EV battery manufacturing plant with all utilities in/near Manor;
- Solicited and responded to multiple industrial, retail and mixed-use property search inquires from numerous entities;
- Attended the Manor Chamber of Commerce Lunch meeting w/Dr. Robert Sormani;
- Attended 1 Capital Project Status meeting with GBA; responded to 1 Opportunity Austin/State of Texas Economic Development Site Selection RFP we have a qualifying building for;
- Attended 2 Regular City Council Meetings, one Public Facilities Corporation Meeting, 3 City Staff Meetings.

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

May 1-31, 2024

Description	Projects	Valuation	Fees	Detail
Commercial				
Certificate of Occupancy (C)	1	\$0.00	\$193.00	Hagler & Kerr / Manor Mini Storage
Electrical (C)	3	\$264,000.00	\$1,466.00	
Irrigation (C)	2	\$60,000.00	\$22,146.00	TransPak
Remodel/Repair (C)	1	\$156,000.00	\$4,650.00	Xpress Mart Remodel
Right of Way (C)	1	\$0.00	\$0.00	
Sign (C)	4	\$75,100.00	\$1,132.00	Dutch Bros, Lonestar Title Loans, Margierita
Totals	12	\$555,100.00	\$29,587.00	
Residential				
Addition (R)	1	\$125,000.00	\$1,062.80	
Deck/Patio (R)	3	\$16,050.00	\$639.00	
Electrical (R)	2	\$74,570.74	\$276.00	
Fence (R)	1	\$1,000.00	\$138.00	
Foundation Repair (R)	3	\$95,802.10	\$369.00	
Irrigation (R)	59	\$126,244.48	\$8,145.00	
Mechanical-HVAC (R)	2	\$29,285.19	\$246.00	
New (R)	53	\$17,218,599.80	\$566,888.00	
Plumbing (R)	4	\$9,050.00	\$652.00	
Remodel/Repair (R)	1	\$238,000.00	\$338.00	
Swimming Pool/Spa (R)	1	\$40,000.00	\$313.00	
Totals	130	\$17,973,602.31	\$579,066.80	
Grand Totals	142	\$18,528,702.31	\$608,653.80	

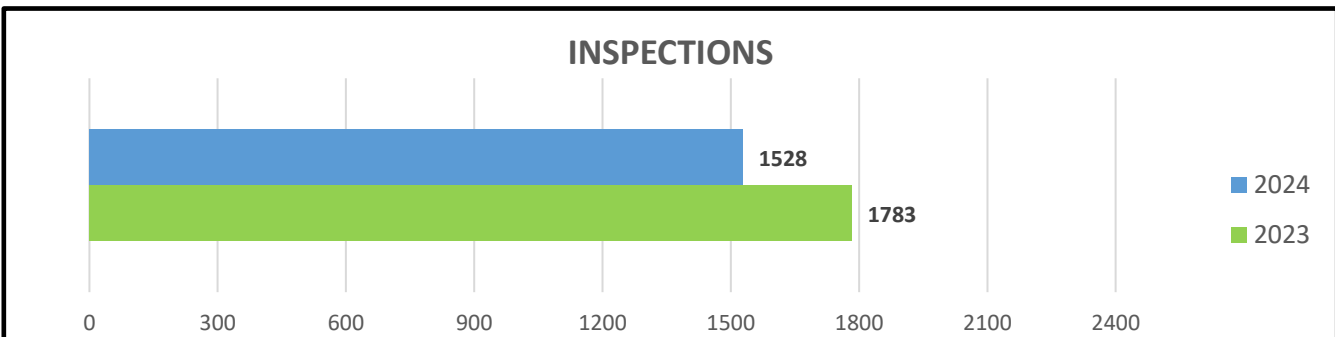
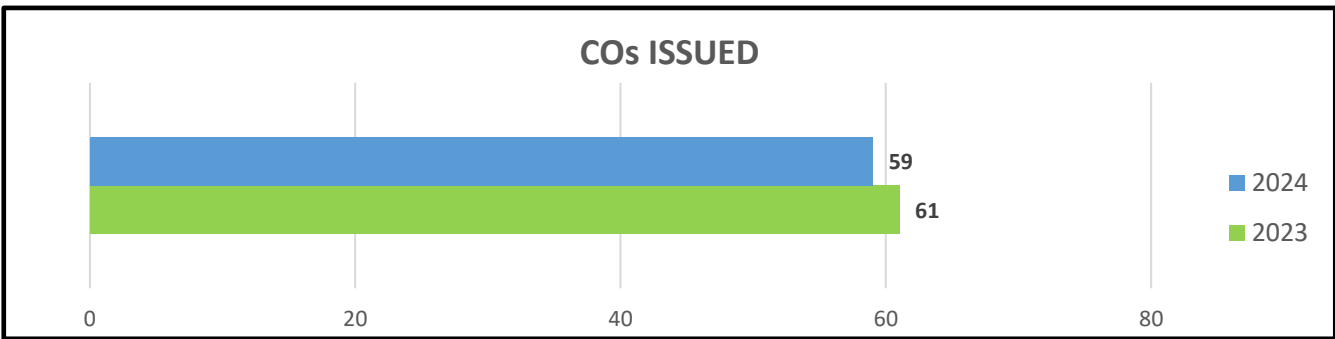
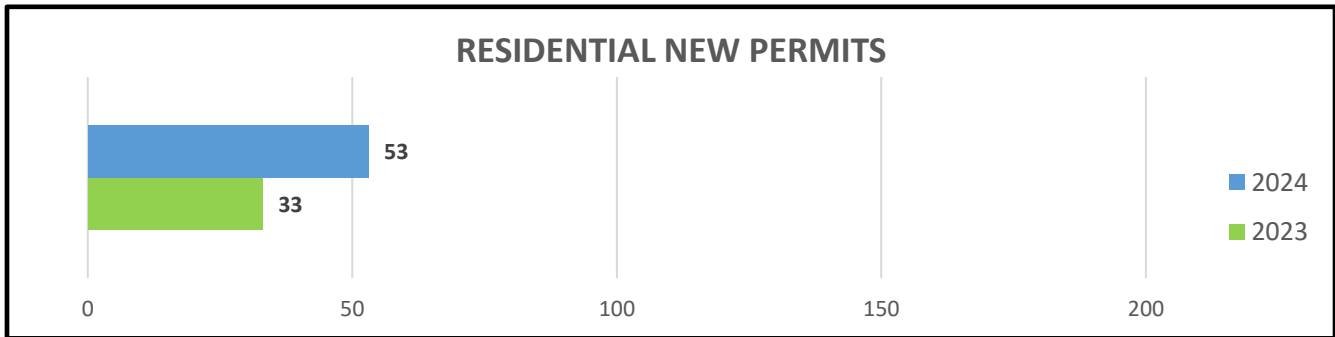
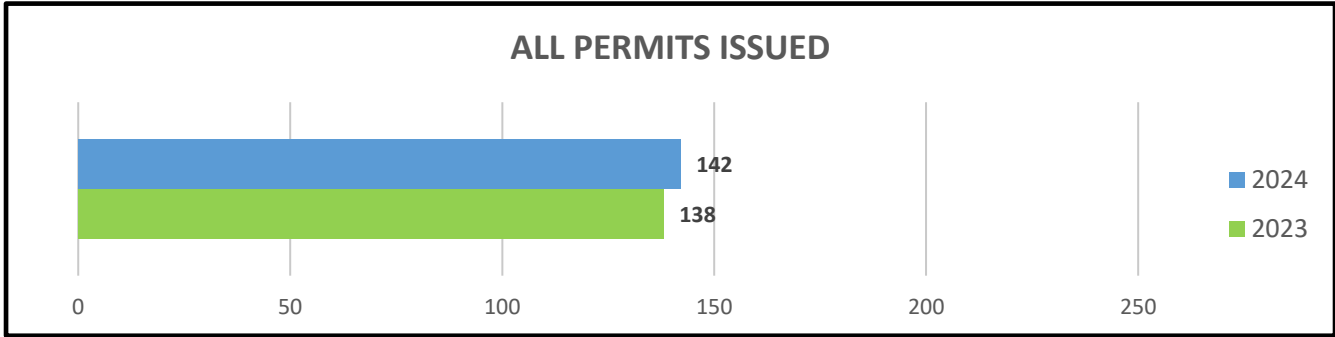
Total Certificate of Occupancies Issued: 59
 Total Inspections(Comm & Res): 1,528
 Scott Dunlop, Development Services Director





May 2024

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

**People. Principles.
Purpose. Partnerships.**

To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: June 18, 2024
RE: **May Event Report**

PAST EVENT

Movie Night Out - SUMMER

Fri., June 14th – Kung Fu Panda 4 SPONSORED by Frontier Bank of Texas
Timmermann Park, 12616 Skimmer Run, Manor TX
Description: Movie Night Out is a FREE family-friendly community event at Timmermann Park!
Manor will be showing a family-friendly movie and free popcorn sponsored by Forsythe Brothers.
Attendees=

UPCOMING SPRING & SUMMER SPECIAL EVENTS

Movie Night Out - SUMMER

Fri., July 12th – The Marvels
Fri., July 26th – DC League of Super-Pets
Fri., Aug. 9th – Migration SPONSORED by Independent Financial
Timmermann Park, 12616 Skimmer Run, Manor TX
Description: Movie Night Out is a FREE family-friendly community event at Timmermann Park!
Manor will be showing a family-friendly movie and free popcorn SPONSORED by Forsythe Brothers.

Juneteenth

Wed., Jen 19th from 12pm to 8pm
Timmermann Park, 12616 Skimmer Run, Manor TX
Description: The Manor Juneteenth event commemorates the end of slavery in the United States. Juneteenth marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed. There will be games, arts and crafts, food trucks, vendors, music, a Black History Display, and more.

Event Program:

- 12:00 PM - Juneteenth Ceremony
- 1:00 PM - Christopher D. Spivey & Company
- 2:00 PM - Candace Bellamy
- 3:00 PM - Sherie Yvette as Whitney Houston



MEMO

**People. Principles.
Purpose. Partnerships.**

- 4:00 PM - Nayla Wilmore
- 5:00 PM - Enrico "Rico" Hampton as Michael Jackson
- 6:00 PM - Mz. Dre & 2OneSoul

Activities & Entertainment:

- Juneteenth Ceremony
- FREE Face Painting
- FREE Water slides
- Food Trucks
- Market
- Live Music

4th of July Celebration

Thur., July 4th from 4pm to 10pm

East Manor Development No. 1, 15317 Us Hwy 290 E. Manor

Description: The 4th of July Celebration is a fun, family-friendly event celebrating the United States' Declaration of Independence. There will be a firework show, games, arts & crafts, food trucks, vendors, music, photobooths, Bouncy Houses, and more.

Event Program:

- 4:00 PM – 4th of July Ceremony
- 7:30 PM – Rewind Band
- 9:30 PM – Firework Show

Activities & Entertainment:

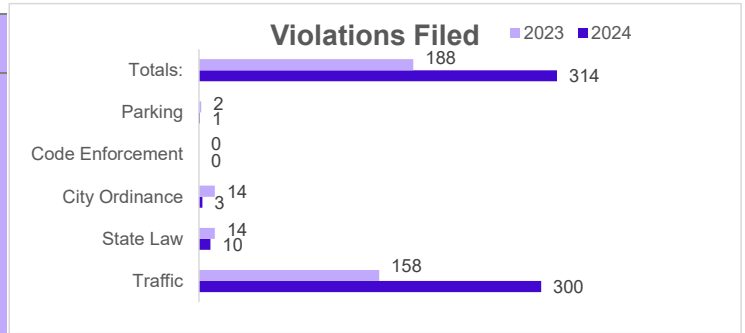
- 4th of July Ceremony
- Sky Dicing Show
- FREE Face Painting
- FREE Water slides
- Food Trucks
- Market
- Live Music
- Firework Show



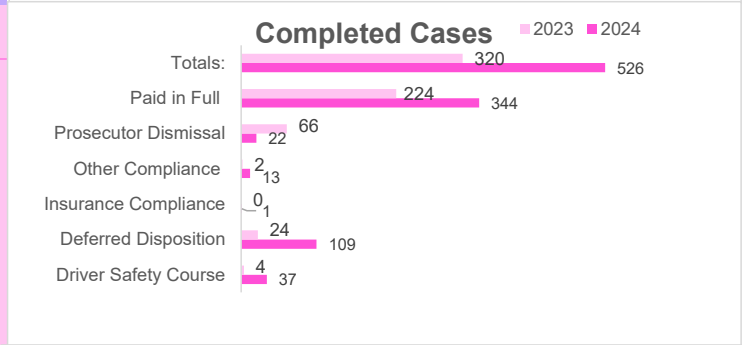
"Striving to provide efficient, fair, and impartial justice to all while providing a high level of integrity, professionalism, and customer service."

MAY 2024 Court Report

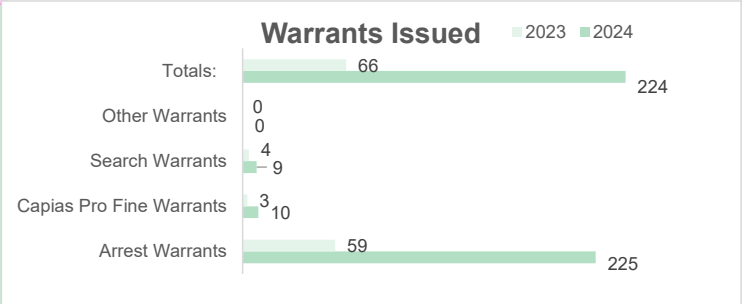
Violations Filed	2024	2023
Traffic	300	158
State Law	10	14
City Ordinance	3	14
Code Enforcement	0	0
Parking	1	2
Totals:	314	188



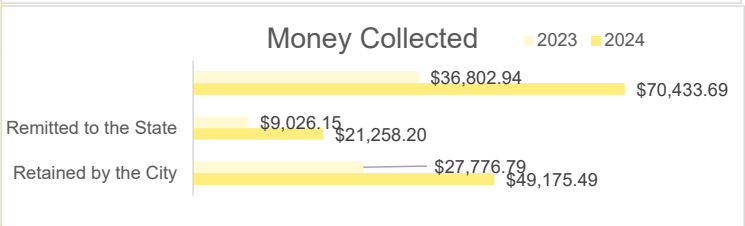
Completed Cases	2024	2023
Driver Safety Course	37	4
Deferred Disposition	109	24
Insurance Compliance	1	0
Other Compliance	13	2
Prosecutor Dismissal	22	66
Paid in Full	344	224
Totals:	526	320



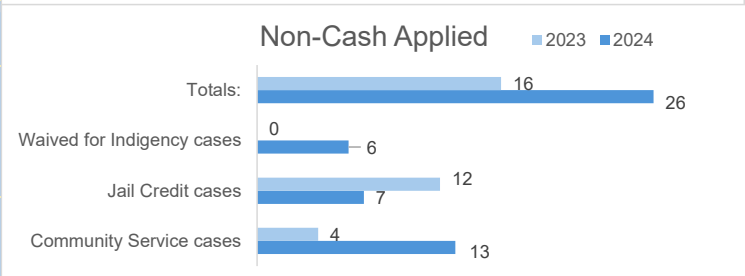
Warrants Issued	2024	2023
Arrest Warrants	225	59
Capias Pro Fine Warrants	10	3
Search Warrants	9	4
Other Warrants	0	0
Totals:	244	66



Money Collected	2024	2023
Retained by the City	\$49,175.49	\$27,776.79
Remitted to the State	\$21,258.20	\$9,026.15
Totals:	\$70,433.69	\$36,802.94



Non-Cash Applied	2024	2023
Community Service cases	13	4
Jail Credit cases	7	12
Waived for Indigency cases	6	0
Totals:	26	16





MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: June 18, 2024
RE: **May Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In May, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. The 2023 Consumer Confidence Report has been completed. The City of Manor participated in the Pilot Program for future screw press for expansion at Wilbarger Creek Treatment Plant.

Water Production & Purchase

In May, 27 % of the water we supplied to our residents was from our wells, and we purchased 73 % from EPCOR and Manville WSC.

Population

City of Manor- 21,482

Shadowglen- 7,084

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
June 5th, 2024

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12” gravity wastewater main The contractor is Guerra Underground, LLC	Will visit the site Thursday.	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin The contractor is R Construction	The remaining punch list items are mesh screens and stainless-steel bands for vent pipes. Waiting for an update from the contractor.	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Finalizing phase 1 of this project, adding City Comments and QAQC plans. Submitted additional information per TCEQ comments 3/8 (review period is 100-150 days). Lift Station final recon 1.2.24	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point The contractor is CC Carlton	Construction is underway. Reviewing submittals. Pay app #4 is under review.	Construction Phase
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Acquiring easements. Construction was completed to connect the water line for the Manor Car Wash (Parcel #3). Survey is working on revised field notes.	Working on easement acquisition and addressing issues/concerns about easements from property owners.
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth The contractor is JM Pipeline	Bell Farms Lift Station's has a few reaming items. Ozone aerator, area lighting, hoist and groundwork. Presidential Glen has most of the electrical work done, working on wet wells, wiring pumps, floats and level transducer. The City and the contractor are working through the excess water issue. Working on access easement on West Elgin property.	Construction documents 100%. Bid phase 100% Construction phase 90%

		Weekly meetings with contractors.	
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin The contractor is Santa Clara Construction	Ahead of schedule. WW line is fully installed. Coating and CCTV is in progress. Addressing property owner concerns. The pipe bedding and water line upgrade change order is to be submitted shortly.	Construction documents 100%. Bid phase 100% Construction phase 95%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finalizing plans, specs, and OPC. Need to send plans, and OPC to the developer.	Construction Documents 100%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Final Design ongoing	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; develop improvements to address capacity needs	Draft Report Submitted 5/9 Requested City review comments by Monday 6/10	
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Working on alternative water source proposed well locations – Trinity Aquifer.	Report Phase – making revisions based on City comments.
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the request of the AC will look into impact fees for Hutto as well as different scenarios on credit amounts for developers. The May 8 meeting was canceled due to no quorum.	The next meeting will be on June 12

Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	The proposed subdivision is being modified resulting in required revisions to PUD, Concept Plan, and Preliminary Plat. The site for the groundwater storage tank may be adjusted, so we are on hold until we receive updated information. After discussions with City Staff, two 250,000-gallon tanks will be installed instead of one 500,000-gallon tank.	Construction documents at 60%
FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall. Currently working on FM 973 N waterline alignment and obtaining easements.	Construction plans are being worked on. Waiting on easements. PUA will be sent to Dwyer next week.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	The comment period ended on 3/25/2024. A total of 2 comments and 12 hearing requests have been received. Waiting to hear back from TCEQ legal staff.	Permit Comment
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding The contractor is Smith Paving	Construction is ongoing.	Site visits are ongoing.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro The contractor is Lonestar Paving	Work 100% completed	Site visit on Thursday

<p>2024 SSES</p>	<p>SSES investigations in the next leakiest basin from the 2022 flow monitoring</p>	<p>Reviewing of smoke testing and manhole inspection results to identify CCTV needs. Several areas of unmapped manholes/lines were found.</p>	<p>Fieldwork is ongoing, and CCTV is the only task remaining. Anticipating a draft report by the end of June unless CCTV gets held up.</p>
<p>Wilbarger Creek WWTP Expansion</p>	<p>Expansion of the existing Wilbarger WWTP from 1.33 to 2.0 MGD, sludge digestion, thickening, and dewatering.</p>	<p>A site visit for City staff to view screw filter press equipment was conducted on 5/17/2024 at City of Leander facilities. A pilot plant screw filter press is now on-site and will operate a test run for sludge dewatering May 28 – 31.</p>	<p>Beginning project data collection, and evaluation. Working on schematics and preliminary layouts.</p>

Streets and Parks Monthly Report May 2024

Daily Duties and Projects 5-1-2024 / 5-31-2024

Streets/Parks Maintenance

Setup for Manor Palooza Event at the E. Manor Development No. 1 property.

Worked at the Manor Palooza Event at the E. Manor Development No. 1 property.

Worked during the storm to check the town for storm damage and flooding.

Crack-sealed Voelker Ln, W. Wheeler, Snow Ln, and Wedding Dr.

Repaired street name sign at E. Brenham St. and Bastrop St.

Repaired street name sign at E. Eggleston St and N. Lockhart St.

Prepped base failure on W. Wheeler St.

Cut and chipped a fallen tree in the roadway on Athens St. from the storm.

Trimmed trees hanging low in the street at N. LaGrange St, N. Burnet St, N. Lockhart St, E. Rector St, E. Lane Ave, S. San Marcos St, and W. Burton St.

Stop sign repair at Wheeler and N. Lockhart St.

Installing gravel for extra parking in the Public Works yard.

Pothole repairs at S. San Marcos, Suncrest Rd, N. Bastrop St, S. Bastrop St, E. Townes, Abrahamson Rd, Gregg Manor Rd, Bois D Arc, W. Wheeler St, E. Eggleston, Voelker Ln, and Old Kimbro.

Cap Metro Paving contract. Bastrop St. from Murray St. to W. Wheeler St. has been paved.

Cap Metro Paving contract. Burnet St. from Wheeler St. to E. Townes St. has been paved.

Mowed the cemetery for Mother's Day and Memorial Day.

Power washed City Hall twice on the South and East sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities.

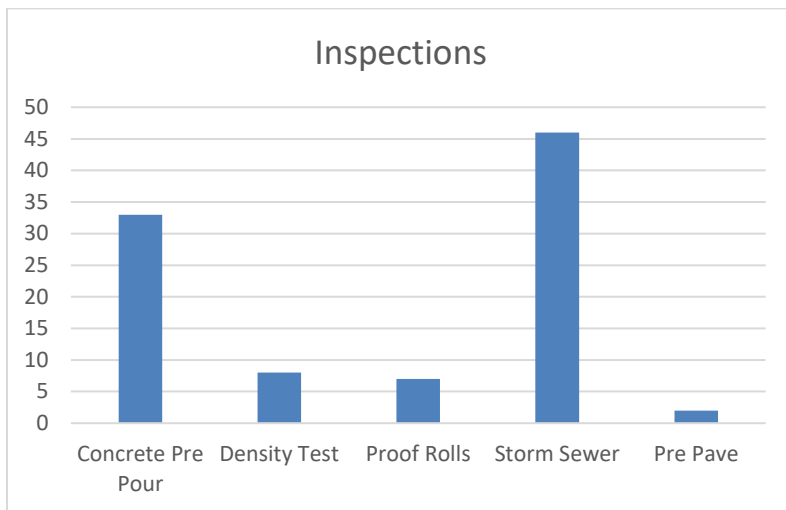
Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

588 - inspections are done this month.

2 - MS4 reports summited this month as required by TCEQ.



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

Presidential Heights Phase 3- 2-year walkthrough has been done, contractor in process of repairs. October 2021 still waiting.

process of repairs. November 2021 still waiting.

Presidential Heights Phase 5 – 2 -year walkthrough has been done, contractor in process of repairs. September 2022.

Manor Heights – Phase II Sec. 1 B & 2B Contractor in building process.

Presidential Heights Phase 4 – 2 years walkthrough has been done, contractor in

Manor Heights – Phase II Sec.2 Contractor in the building process.

Manor Heights – Phase III Sec. 1- homes are being built.

Manor Heights Phase III Sec. 2 – homes are being built.

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) - Development process.

Logos Phase 3- waiting on homes to be built.

Logos Phase 4- homes are being built.

Logos Phase 5- homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane Apartments - Building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 & Murchison – has not started.

Holley Smith Phase 1A – Development process.

The View at Manor Apartments – Development process.

Eggleston Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

Cap Metro Contracted roads are in the process of being prepped for paving.

Scheduled for June 4, 2024.

Cemetery Report

May 3, 2024- Monitored the cemetery.

May 6, 2024 – Monitored the cemetery.

May 9, 2024 – Monitored the cemetery.

May 13, 2024 – Monitored cemetery.

May 16, 2024 - Trimmed Crepe Myrtles and other shrubs at the cemetery.

May 17, 2024 - Monitored the cemetery.

May 18, 2024 – Monitored the cemetery.

May 21, 2024 - Trimmed Crepe Myrtles and other shrubs at the cemetery.

May 22, 2024 - Trimmed Crepe Myrtles and other shrubs at the cemetery.

May 25, 2024 – Monitored the cemetery.

May 28, 2024 - Monitored the cemetery.

WATER/ WASTEWATER MONTHLY REPORT MAY

WASTEWATER	TASK COMPLETED
SERVICE CALLS	18
SEWER BACKUPS	12
LIFT STATION WORK	
CAMERA LINE	1,287FT.
TAPS	
LINES REPAIRED	3
LINES LOCATED	2
LINES CLEANED	
MANHOLES/LIFT STATION CLEANED	12
SEWER SMELL	
JOBSITE CLEANUP AND RESTORATION	3
BUILDING MAINTENANCE	
WATER	TASK COMPLETED
SERVICE CALLS	50
WATER LEAKS SERVICE LEAKS	1
CUSTOMER LEAKS	11
WATER MAIN REPAIRS	1
WATER LINE REPLACEMENT	
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	50
HYDRANT REPAIR/REPLACED	
ISOLATION VALVE MAINTENANCE	1
ANGLE STOPS REPLACED	
LINES LOCATED	2
WHOLESALE BROWN WATER	2
BROWN WATER	10
WATER PRESSURE/ FROZEN CUSTOMER PIPES	
WATER TURN ON/OFF	20
BAC T SAMPLES	20
JOBSITE CLEANUP AND RESTORATION	6
METER INSTALL	
INSPECTIONS	
SITES	401
MANHOLES INSPECTED	31
DENSITIES	397
WASTEWATER LINES TESTED	30
WATER LINES TESTED	2



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Director
Date: June 18, 2024
RE: May 2024

Meetings and Events:

HR Workshop Roundtable Meeting

May 9, 2024
May 23, 2024

Staff Meetings

May 14, 2024
May 21, 2024

City Events:

Manorpalooza:
May 3-4, 2024

City Council Meetings

May 15, 2024
May 2024

- May 1-event meeting regarding Manorpalooz.
- May 2- Chamber Power Breakfast at St. Joseph Catholic Church.
- May 7-10- TMHRA annual conference regarding legislative updates on FLSA overtime and threshold rules, FMLA, performance management, culture, conflict, etc.
- May 9- Mayor’s Ball update.
- May 13- Skilled Trades Consortium meeting.
- May 14- Manorpalooza after-action meeting.
- May 17- Appreciation Luncheon for Manorpalooza staffing.
- May 21- TMLIRP Safety and Loss Control meeting with HR Specialist and Darral Oliver.
- May 23- Events meeting.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker’s comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: June 18, 2024

RE: May Monthly Report

The following are accomplishments from March.

1. AT&T has finished all the fiber work and will now start the network installation and configuration. Waiting for turn up of Public Works side.
2. We had the camera upgrade approved to replace old surveillance cameras city-wide. New approval needed 6/17 meeting.
3. Asked for approval of Chamber AV system upgrade and met with SwagIT! They needed to reschedule to to weather in the DFW area. Late July now.
4. 94 Tickets opened for the month, and 88 f those closed. 47 City Hall, 25 PD and the rest Public Works. No tickets are waiting for customer response or contractor fulfillment.



MEMO

To: Mayor and City Council Members
 From: Lluvia T. Almaraz, City Secretary
 Date: June 18, 2024
 Re: **May 2024 – Monthly Report**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3	3							
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2	3							
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2	7							
Resolutions	Resolutions written and processed	2	1	2	8	3							
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1	3							
Deeds/ Easements	Executed and Recorded	3	7	1	4	7							
Annexations	Prepared & Recorded	0	0	0	0	0							
Public Improvement Districts	Agreements approved & and executed	0	0	0	0	0							
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9	6							
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0	1							
Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0	0							



MEMO

Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1	2							
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0	0							
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +	0							
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42	32							
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25	22							

COUNCIL MEETINGS

- Council Regular Meetings – May 1st and May 15th
- Council Workshop – April 17th

OTHER MEETINGS

- PFC Meeting – May 1st
- CDI/ Laserfiche Meeting – May 2nd
- PreBid Waste Management Meeting – May 3rd
- Town Hall Meeting – Timmermann Park – May 28th
- Mayor’s Ball Update – May 9th
- SwagIT Team Meeting – May 14th
- Capital Chapter Meeting – May 17th

TRAINING/EDUCATION/SEMINARS/WEBINARS

- CDI/Laserfiche Records Structure Training – May 8th
- CDI/Laserfiche Administration Console Training – May 21st
- CDI/Laserfiche Directory Server Training – May 30th



MEMO

EVENTS

- Manor Palooza – May 3rd

OTHER

- Ongoing daily duties and responsibilities include Election Administration, Records Management Administration, Public Information Processes, Open Meetings Compliance, Boards and Commission processes, City Council Committees processes, Alcohol Beverage City Permits processes, Mayor and City Council administrative support, Administrative and Official duties, and Customer Service.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and John and Rita Jonse.

BACKGROUND/SUMMARY:

As part of the Manor Heights (Carillon) development, the developer is widening and extending Old Kimbro Road to a 4-lane divided roadway. This required right-of-way acquisitions from adjacent landowners. The city entered into a purchase contract with John and Rita Jonse in November 2020. As part of this purchase contract, certain work was to be completed by the developer, Forestar, on the property. That work included:

- 1. Removing and replacing existing fencing and removing trees along the fence line
- 2. Construction of an asphalt driveway and replacement of the culvert

The above work was completed but was not approved by the property owner due to the quality of the improvements and damages caused. Forestar corrected and modified the improvements a couple of times as well as performing improvements beyond the purchase contract including grading and providing extra construction materials like road base, topsoil, hay, and mulch.

This letter agreement provides the final improvements that will be conducted on the property to the satisfaction of the property owner and release Forestar from future improvements. The improvements within this letter agreement are:

- 1. Driveway extension – extend 20’ beyond the existing gate, with it sloped to direct runoff away from the driveway to an existing drainage channel
- 2. Removal of dead trees along the fence line and driveway not previously removed

This agreement has been approved by the property owners, Forestar, and city staff and is presented to the City Council for consideration and approval on the consent agenda.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter Agreement
- 2020 Purchase Contract

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a consent Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and John and Rita Jonse.

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



_____, 2024

Via FedEx

John and Rita G. Jonse
13322 Old Kimbro Road
Manor, Texas 78653

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

LETTER AGREEMENT

RE: City of Manor Purchase Contract Dated November 18, 2020 (the "Purchase Contract") and Construction Activities (defined herein) at 13322 Old Kimbro Road, Manor, Texas 78653

Dear Mr. and Mrs. Jonse and Mr. Moore:

This letter agreement (the "Agreement") is made and entered into to be effective as of the date the last signature is provided below (the "Effective Date") by and between the City of Manor, Texas (the "City"), Forestar (USA) Real Estate Group Inc. ("Forestar"), serving as the developer of the Manor Heights (aka Carillon) Subdivision located in City of Manor, Travis County, Texas (the "Subdivision"), and John and Rita G. Jonse (collectively, "Owner"). The Subdivision is located adjacent to Owner's home and land located at 13322 Old Kimbro Road, Manor, Texas 78653 (collectively, the "Property"). The City, Forestar and Owner may be referred to herein each individually as a "Party" and collectively as the "Parties."

In connection with the transactions contemplated by this Agreement, and upon the terms and subject to the conditions of this Agreement, the Parties hereby agree to the following:

1. City entered into the Purchase Contract with Owner for the purchase of right-of-way, a slope easement and a temporary construction easement, among other things. Owner entered into the Purchase Contract with City provided that additional provisions listed in Exhibit "G" of the Purchase Contract were met.

2. In connection with Forestar's development in and around the Subdivision, Forestar was required to enter the Property to conduct certain construction activities. In consideration for allowing Forestar to enter the Property and conduct certain development activities, some of which damaged the Property, Owner requested that Forestar complete certain home improvement and construction activities (collectively, the "Construction Activities") on the Property. The following Construction Activities have been completed as of the date of this letter:

- A. Grading work associated with Old Kimbro construction permit.

- B. Gifting and drop-off of leftover road base, topsoil, hay, and mulch that the Owner requested through Forestar’s civil general contractor.
3. As of the date of this letter, the following items are incomplete and will be completed no later than ninety (90) days after the Effective Date of this Agreement:
- A. Driveway Extension. According to Old Kimbro Road – Jonse Driveway Revision plans prepared by Kimley-Horn and Associates, Inc. dated April 2024 (Project No. 069255703), attached hereto as Exhibit “A”, contractor is to:
- Extend proposed asphalt a maximum distance of twenty feet (20’) beyond existing gate, and it shall tie back into existing ground (“Driveway Extension”).
 - The Driveway Extension shall be sloped in order to direct runoff away from the driveway and to the existing channel located southeast of the driveway. Regrading shall be limited to driveway improvement only. Full depth removal of existing pavement shall be limited to repairs requested by the City on the Owner driveway at the connection to Old Kimbro right-of-way up to existing gate, and contractor to confirm limits of repair prior to construction.
 - For a period of three (3) days following the completion of the Driveway Extension, no traffic will pass over the new pavement.
- B. Tree Removal. Forestar agrees to remove all trees located along the existing fence line of the Property, as more particularly described and depicted on Exhibit “B” attached hereto, no later than the completion of the Driveway Extension.
4. Other than the completion of the Driveway Extension and the Tree Removal, which is forthcoming, Owner agrees that all Construction Activities have been fully completed to Owner’s satisfaction. Forestar’s completion of the Driveway Extension and Tree Removal shall satisfy Forestar’s obligations, if any, in connection with its development activities in and around the Subdivision and on the Property.
5. **Upon completion of the Driveway Extension and Tree Removal, Owner hereby agrees to release, acquit and forever discharge Forestar together with its agents, affiliates, subsidiaries, owners, officers, employees and insurers from any and all claims, demands and causes of action of whatsoever nature, whether in contract or tort, or other theory of recovery, including demands, rights, damages, losses, costs, expenses, obligations, allegations of wrongdoing, and any and all other liabilities of any kind or nature whatsoever, in law, equity or otherwise, which Owner now has, or which may hereafter accrue or otherwise be acquired, on account of, or that may in any way grow out of, relate to, or be in connection with the Subdivision, including any and all prior dealings between Owner and Forestar as of the date above, including without limitation, any and all known or unknown claims that have accrued for and on account of any and all claims that have been asserted or could be asserted in a lawsuit or other legal proceeding.** Owner agrees that neither Owner nor Owner’s attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any facts, documents, correspondence, or opinions related in any with the relationship of Owner and Forestar and as related to, resulting from, or in connection with the Subdivision, the Property and the Construction Activities or the terms of this Letter Agreement. Owner further agrees and covenants that Owner will not at any time

make, publish, or communicate to any person or entity or in any public forum, including social media, any defamatory or disparaging remarks, comments, or statements concerning Forestar, its employees, officers, and agents.

6. Upon completion of the Driveway Extension and the Tree Removal by Forestar, Owner hereby agrees that Sections 1, 2, 3 and 5 of Exhibit "G" of the Purchase Contract have been fully completed to Owner's satisfaction and shall satisfy City's obligations under the Purchase Contract as to Sections 1, 2, 3 and 5 of Exhibit "G".

7. Upon completion of the Driveway Extension and the Tree Removal by Forestar, Owner hereby agrees to release, acquit and forever discharge City together with its agents, contractors, officers, employees and insurers from any and all claims, demands and causes of action of whatsoever nature, whether in contract or tort, or other theory of recovery, including demands, rights, damages, losses, costs, expenses, obligations, allegations of wrongdoing, and any and all other liabilities of any kind or nature whatsoever, in law, equity or otherwise, which Owner now has, or which may hereafter accrue or otherwise be acquired, on account of, or that may in any way grow out of, relate to, or be in connection with the Subdivision, including any and all prior dealings between Owner and Forestar as of the date above, including without limitation, any and all known or unknown claims that have accrued for and on account of any and all claims that have been asserted or could be asserted in a lawsuit or other legal proceeding.

8. This Agreement sets forth the entire understanding of the Parties and amends, restates and supersedes in their entirety all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof, if any, including, without limitation, all prior drafts or versions of this Agreement and all communications among any of the Parties and/or their respective representatives with respect to such subject matter. No terms, conditions, or warranties, or other than those contained herein, and no amendments or modifications hereto, will be valid unless made in writing and signed by the Parties intended to be bound thereby.

9. This Agreement will extend to and be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and permitted assigns.

10. This Agreement will be construed and enforced according to the laws of the State of Texas without regard to principles of conflicts of law. All actions and proceedings relating to or arising out of the subject matter hereof will be maintained exclusively in the courts of Travis County, Texas, and each of the Parties hereby irrevocably waives any objection which such Party may now or hereafter have to the bringing of any such action or proceeding with respect to this Agreement in any jurisdiction set forth above.

11. Each Party acknowledges that such Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction will be raised or used in which the provisions of this Agreement will be construed in favor or against any Party because one is deemed to be the author thereof.

12. By execution of this Agreement, the City does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

13. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of his or her respective party to the Agreement. Each party represents and warrants to the other that obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement enforceable in accordance with its terms.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, which thereupon will constitute our binding agreement with respect to its subject matter.

Sincerely,

Michael Copeland
Vice President

Enc.

cc: Elliot Condos (via e-mail: ElliotCondos@forestar.com)
Carrie R. Cappel (via e-mail: CarrieCappel@forestar.com)

John and Rita G. Jonse

_____, 2024

Page 5 of 6

Item 4.

ACKNOWLEDGED AND AGREED

AS OF _____, 2024

John Jonse

Rita G. Jonse

John and Rita G. Jonse

_____, 2024

Page 6 of 6

Item 4.

ACKNOWLEDGED AND AGREED

AS OF _____, 2024

CITY OF MANOR

By: _____

Name: _____

Title: _____

EXHIBIT "A"

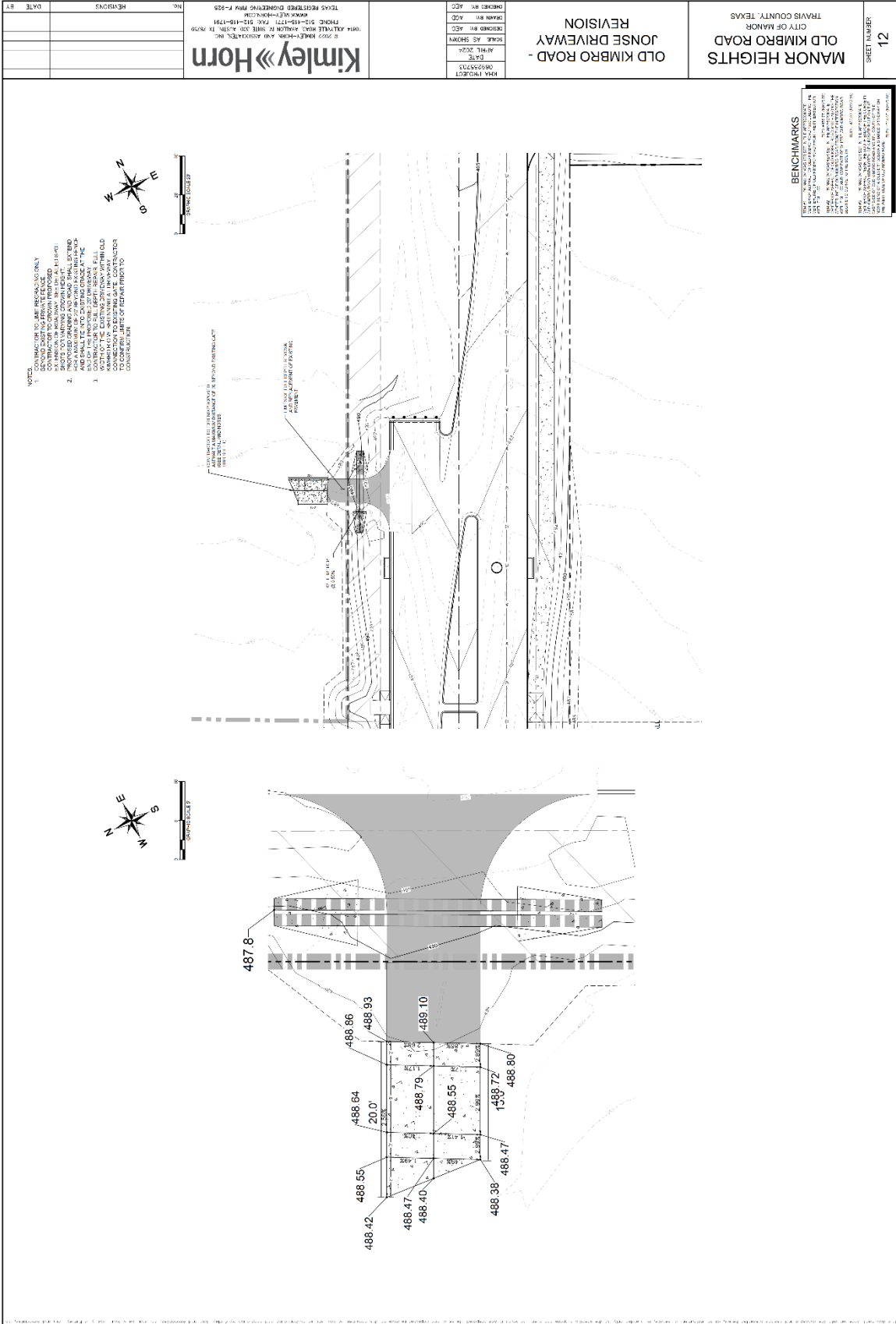
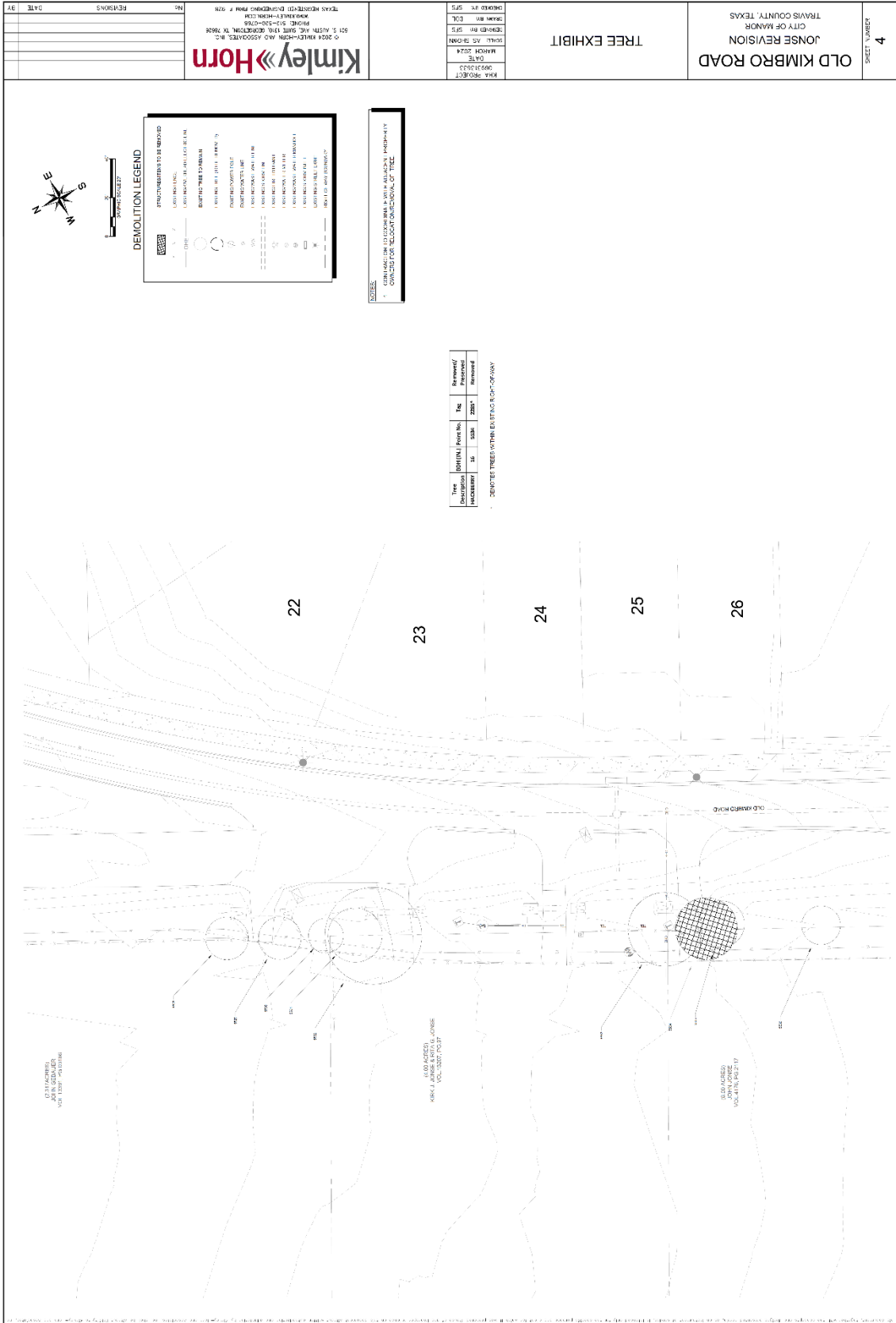


EXHIBIT "B"



Kimlley Horn
 5025 HICKORY AVE. SUITE 100, AUSTIN, TX 78756
 TEL: 512.426.1111 FAX: 512.426.1112
 WWW.KIMLEY-HORN.COM

OLD KIMBRO ROAD
 JONSE REVISION
 CITY OF MANOR
 TRAVIS COUNTY, TEXAS

SHEET NUMBER
4

NO.	REVISIONS	DATE

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:

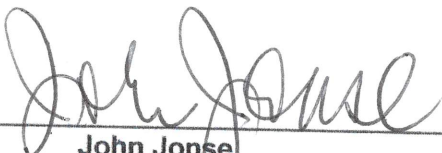
**BUYER: THE CITY OF MANOR,
a Texas municipal corporation**

Date: 11-18-2020

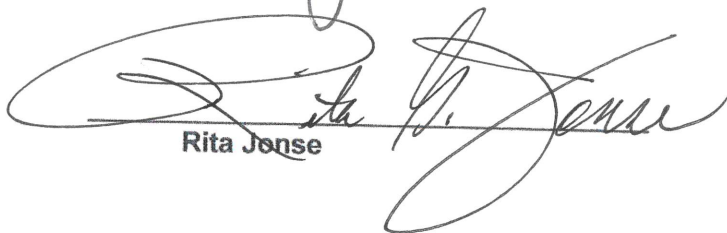
By: 
Dr. Larry Wallace, Jr., Mayor

SELLER:

Date: 10-29-2020


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. Miller
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;

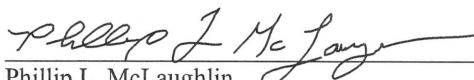
THENCE N26°31'49"E, over and across said 8.00 Acre Tract, a distance of 346.50 feet to a calculated point in the southerly or southwest line of a 4.00 acre tract described in a deed of record to Kirk J. and Cathy W. Jonse in Volume 13207, Page 97, Real Property Records of Travis County, Texas, for the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



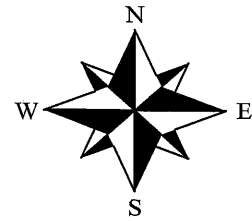
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

LEGEND

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

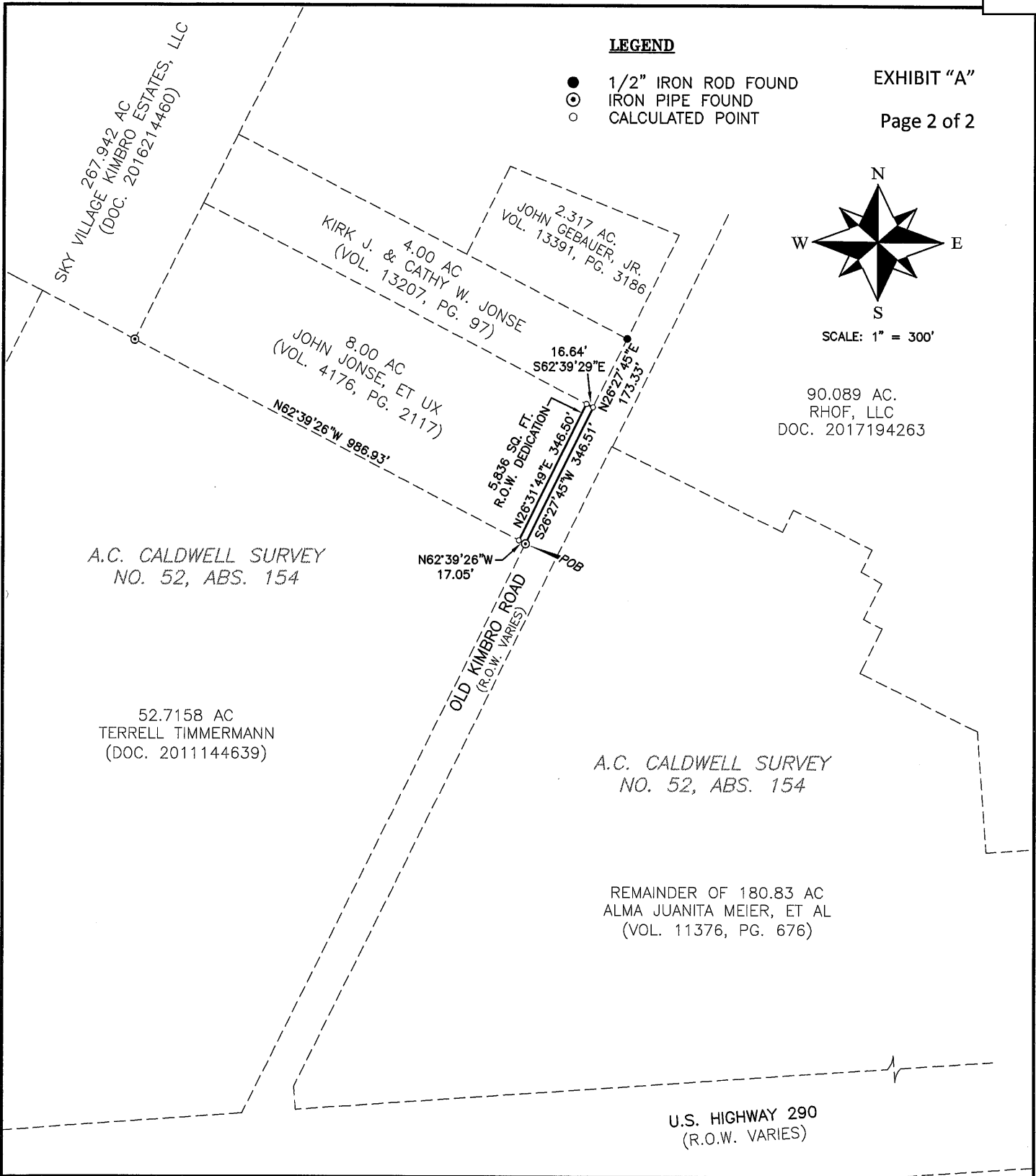
EXHIBIT "A"

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



EXHIBIT "B"

Page 1 of 2

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;

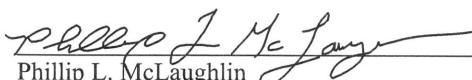
THENCE N62°39'26"W, continuing with the common line of said 52.7158 Acre Tract and said 8.00 Acre Tract, a distance of 12.33 feet to a calculated point for the most westerly corner of the herein described tract, from which an iron pipe found in the northerly or northeast line of said 52.7158 Acre Tract,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

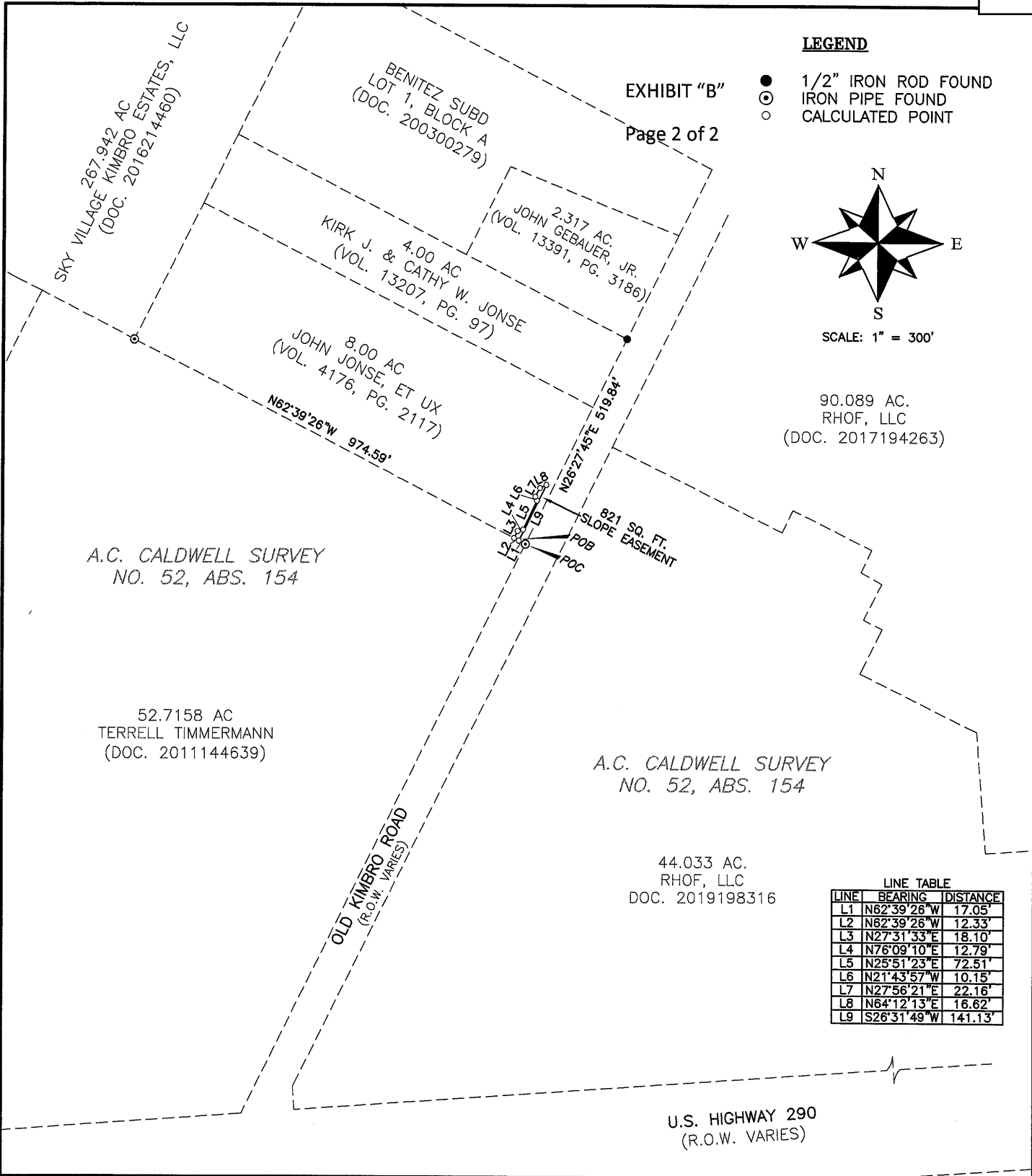
Bearing Basis: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)


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



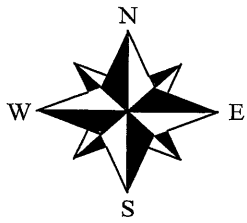
1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

Page 1 of 1



LEGEND

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



SCALE: 1" = 300'

90.089 AC.
RHOF, LLC
(DOC. 2017194263)

EXHIBIT "B"
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

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'

U.S. HIGHWAY 290
(R.O.W. VARIES)

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

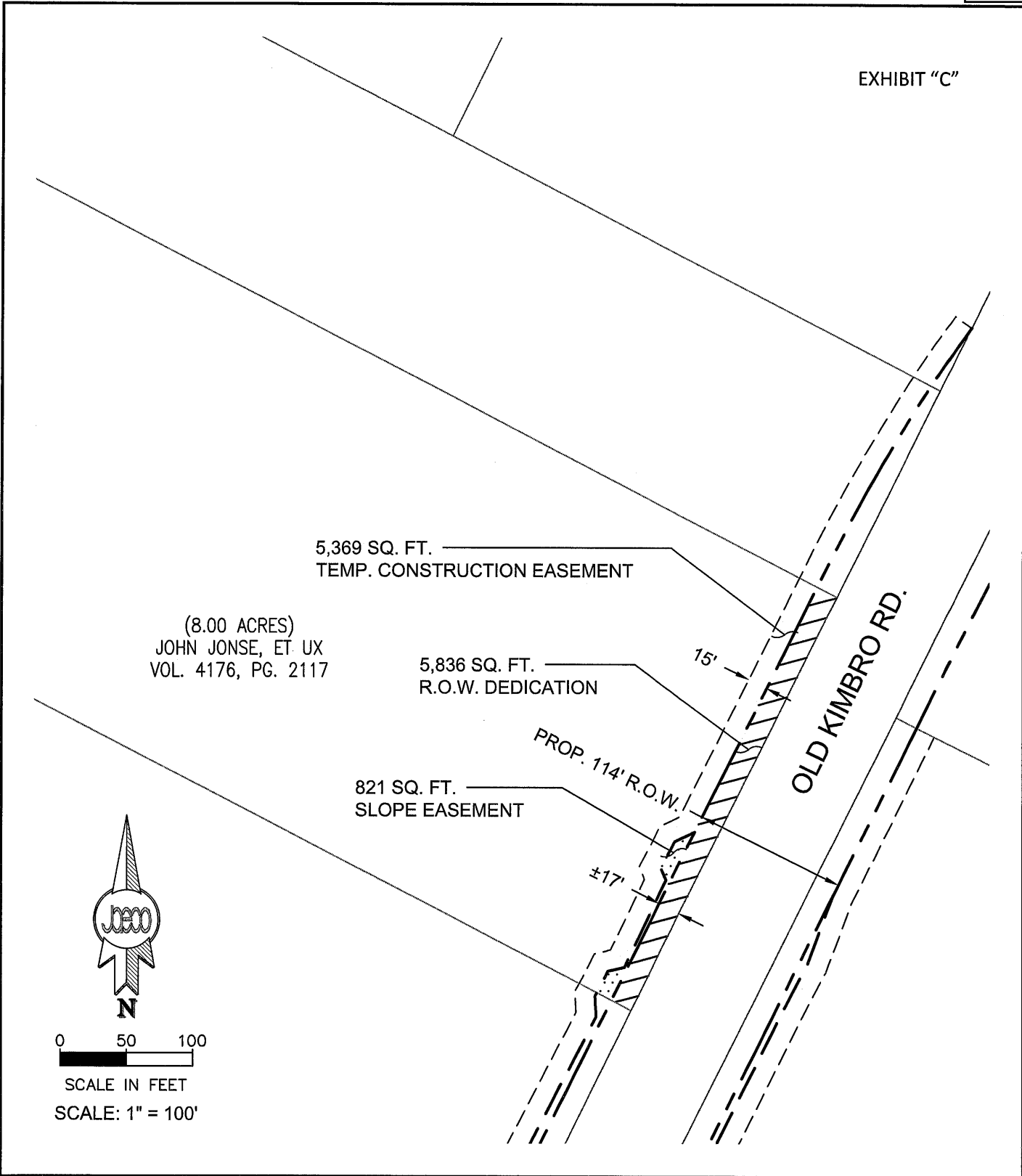
FILE: L:\20230_GR-BASE

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) 836-8385
FIRM NO. 10032000

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
USER: Vbarr



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

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

**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"

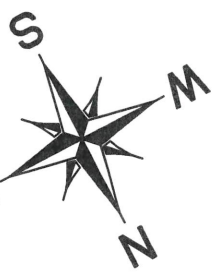
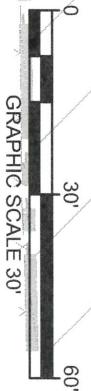
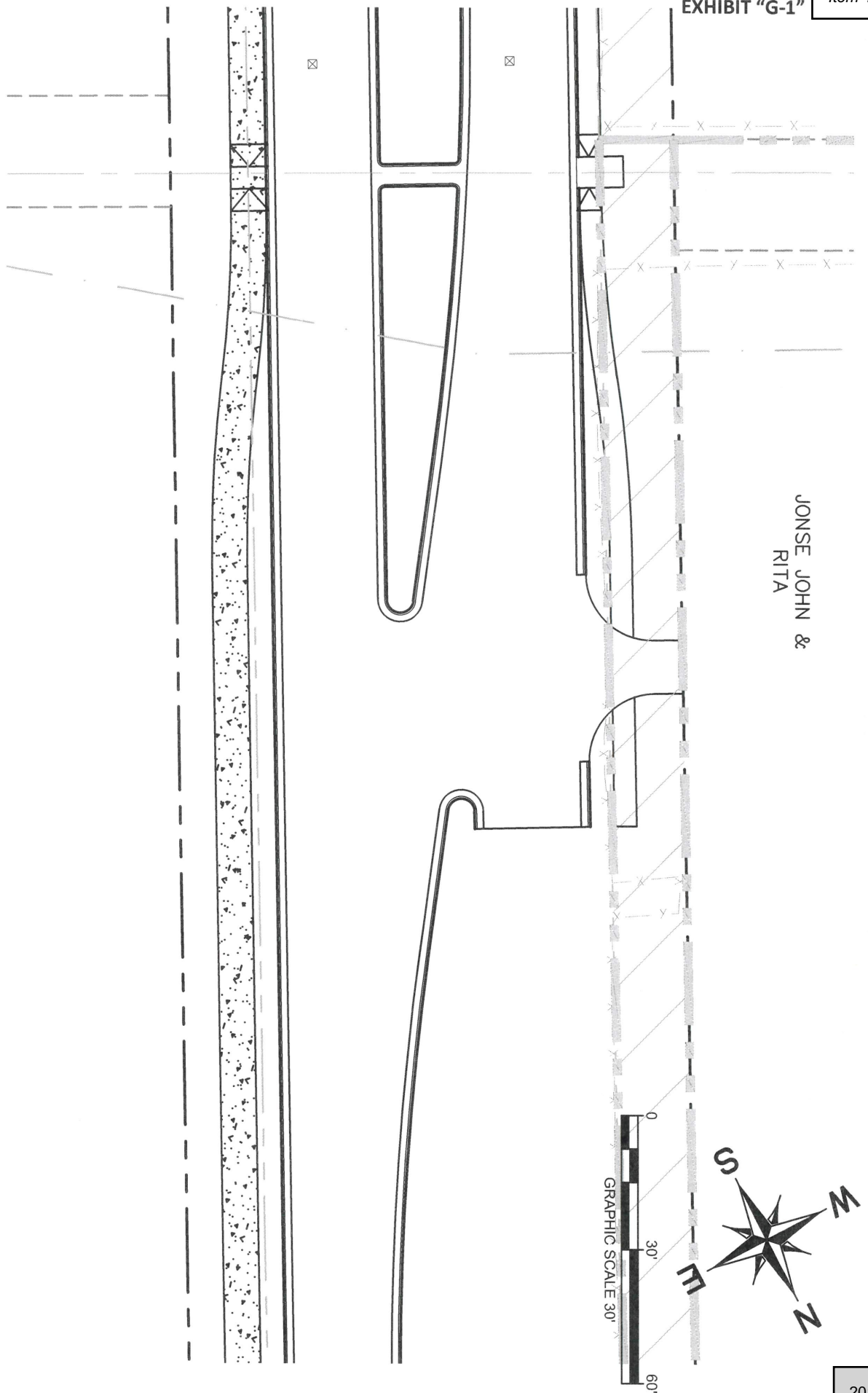
The Owner and the City (collectively "the Parties") agree to the following special provisions:

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\0892597\00 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.

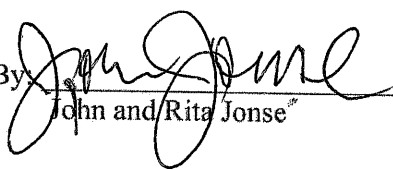
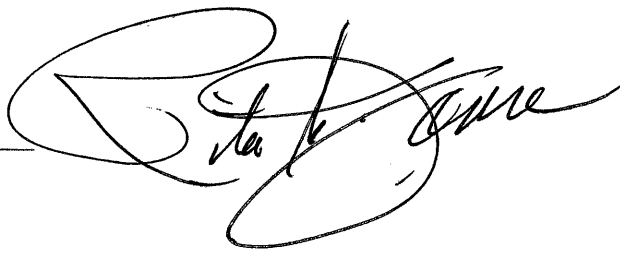
The above estimate is for the scope of services listed herein. Any changes or additional services must be in writing and will be billed at our current hourly rates. Pricing in valid through December 31, 2021.

- 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 SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and Kirk and Cathy Jonse.

BACKGROUND/SUMMARY:

As part of the Manor Heights (Carillon) development, the developer is widening and extending Old Kimbro Road to a 4-lane divided roadway. This required right-of-way acquisitions from adjacent landowners. The city entered into a purchase contract with John and Rita Jonse in November 2020. As part of this purchase contract, certain work was to be completed by the developer, Forestar, on the property. That work included:

1. Removing and replacing existing fencing and removing trees along the fence line
2. Construction of an asphalt driveway
3. Remove and replace Owner’s light pole and underground electric conduit
4. Remove and replace Owner’s mailbox

The above work was completed but was not approved by the property owner due to the quality of the improvements and damages caused. Forestar corrected and modified the improvements a couple of times but the work has not been approved by the property owner.

This letter agreement provides the final improvements that will be conducted on the property to the satisfaction of the property owner and release Forestar from future improvements. The improvements within this letter agreement are:

1. Fence needs to be reinstalled and gates hung with “H” braces
2. Fill and reseed trench created in connection with electric improvements

This agreement has been approved by the property owners, Forestar, and city staff and is presented to the City Council for consideration and approval on the consent agenda.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter Agreement
- 2020 Purchase Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council on consent a Letter Agreement between the City of Manor, Forestar (USA) Real Estate Group Inc., and Kirk and Cathy Jonse.

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



Michael Copeland
Vice President and Division President
T 210-383-6208
MichaelCopeland@forestar.com

Item 5.

_____, 2024

Via FedEx

Kirk J. and Cathy W. Jonse
13326 Old Kimbro Road
Manor, Texas 78653

City of Manor
Attn: Scott Moore
105 E. Eggleston Street
Manor, TX 78653

LETTER AGREEMENT

RE: City of Manor Purchase Contract Dated November 18, 2020 (the “Purchase Contract”) and Construction Activities (defined herein) at 13326 Old Kimbro Road, Manor, Texas 78653

Dear Mr. and Mrs. Jonse and Mr. Moore:

This letter agreement (the “Agreement”) is made and entered into effective as of the date the last signature is provided below (the “Effective Date”) by and between the City of Manor, Texas (the “City”), Forestar (USA) Real Estate Group Inc. (“Forestar”) serving as the developer of the Manor Heights (aka Carillon) Subdivision located in City of Manor, Travis County, Texas (the “Subdivision”), and Kirk J. and Cathy W. Jonse (collectively, “Owner”). The Subdivision is located adjacent to Owner’s home and land located at 13326 Old Kimbro Road, Manor, Texas 78653 (collectively, the “Property”). The City, Forestar and Owner may be referred to herein each individually as a “Party” and collectively as the “Parties.”

In connection with the transactions contemplated by this Agreement, and upon the terms and subject to the conditions of this Agreement, the Parties hereby agree to the following:

1. City entered into the Purchase Contract with Owner for the purchase of right-of-way and a temporary construction easement, among other things. Owner entered into the Purchase Contract with City provided that additional provisions listed in Exhibit “E” of the Purchase Contract were met.

2. In connection with, Forestar’s development in and around the Subdivision, Forestar was required to enter the Property to conduct certain construction activities. In consideration for allowing Forestar to enter the Property and conduct certain development activities, some of which damaged the Property, Owner requested that Forestar complete certain home improvement and construction activities described on the enclosed punch list titled Walk Through Conference Memo prepared by GBA, dated February 23, 2023 (collectively, the “Construction Activities”) on the Property. As of the date of this letter, the following punch list items are incomplete (the “Punch List Items”):

- Item #3 – Fence line needs to be separated and install an “H” for 13326 Old Kimbro; Forestar will survey the property line and align the fence to the Property line; and

- Additional Items –fill and reseed trench created in connection with electric improvements.
3. Other than the completion of the Punch List Items, which shall be completed no later than ninety (90) days after the Effective Date, Owner agrees that all Construction Activities have been fully completed to Owner’s satisfaction. Forestar’s completion of the Punch List Items shall satisfy Forestar’s obligations, if any, in connection with its development activities in and around the Subdivision and on the Property.
4. **Upon completion of the Punch List Items, Owner hereby agree to release, acquit and forever discharge Forestar together with its agents, affiliates, subsidiaries, owners, officers, employees and insurers from any and all claims, demands and causes of action of whatsoever nature, whether in contract or tort, or other theory of recovery, including demands, rights, damages, losses, costs, expenses, obligations, allegations of wrongdoing, and any and all other liabilities of any kind or nature whatsoever, in law, equity or otherwise, which Owner now has, or which may hereafter accrue or otherwise be acquired, on account of, or that may in any way grow out of, relate to, or be in connection with the Subdivision, including any and all prior dealings between Owner and Forestar as of the date above, including without limitation, any and all known or unknown claims that have accrued for and on account of any and all claims that have been asserted or could be asserted in a lawsuit or other legal proceeding.** Owner agrees that neither Owner nor Owner’s attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any facts, documents, correspondence, or opinions related in any with the relationship of Owner and Forestar and as related to, resulting from, or in connection with the Subdivision, the Property and the Construction Activities or the terms of this Letter Agreement. Owner further agree and covenant that Owner will not at any time make, publish, or communicate to any person or entity or in any public forum, including social media, any defamatory or disparaging remarks, comments, or statements concerning Forestar, its employees, officers, and agents.
5. Upon completion of the Punch List Items by Forestar, Owner hereby agrees that Sections 1, 2, 3, 4 and 5 of Exhibit “E” of the Purchase Contract have been fully completed to Owner’s satisfaction and shall satisfy City’s obligations under the Purchase Contract as to Sections 1, 2, 3, 4 and 5 of Exhibit “E”.
6. **Upon completion of the Punch List by Forestar, Owner hereby agree to release, acquit and forever discharge City together with its agents, contractors, officers, employees and insurers from any and all claims, demands and causes of action of whatsoever nature, whether in contract or tort, or other theory of recovery, including demands, rights, damages, losses, costs, expenses, obligations, allegations of wrongdoing, and any and all other liabilities of any kind or nature whatsoever, in law, equity or otherwise, which Owner now has, or which may hereafter accrue or otherwise be acquired, on account of, or that may in any way grow out of, relate to, or be in connection with the Subdivision, including any and all prior dealings between Owner and Forestar as of the date above, including without limitation, any and all known or unknown claims that have accrued for and on account of any and all claims that have been asserted or could be asserted in a lawsuit or other legal proceeding.**
7. This Agreement sets forth the entire understanding of the Parties and amends, restates and supersedes in their entirety all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof, if any, including, without limitation, all prior drafts or versions of this Agreement and all communications among any of the Parties and/or their respective representatives with respect to such subject matter. No terms, conditions, or warranties, or other than those contained herein,

and no amendments or modifications hereto, will be valid unless made in writing and signed by the Parties intended to be bound thereby.

8. This Agreement will extend to and be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and permitted assigns.

9. This Agreement will be construed and enforced according to the laws of the State of Texas without regard to principles of conflicts of law. All actions and proceedings relating to or arising out of the subject matter hereof will be maintained exclusively in the courts of Travis County, Texas, and each of the Parties hereby irrevocably waives any objection which such Party may now or hereafter have to the bringing of any such action or proceeding with respect to this Agreement in any jurisdiction set forth above.

10. Each Party acknowledges that such Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction will be raised or used in which the provisions of this Agreement will be construed in favor or against any Party because one is deemed to be the author thereof.

11. By execution of this Agreement, the City does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

12. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of his or her respective party to the Agreement. Each party represents and warrants to the other that obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement enforceable in accordance with its terms.

13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, which thereupon will constitute our binding agreement with respect to its subject matter.

Sincerely,

Michael Copeland
Vice President and Division President

Enc.

cc: Elliot Condos (via e-mail: ElliotCondos@forestar.com)
Carrie R. Cappel (via e-mail: CarrieCappel@forestar.com)

Kirk J. and Cathy W. Jonse

_____, 2024

Page 4 of 6

ACKNOWLEDGED AND AGREED
AS OF _____, 2024

Kirk J. Jonse

Cathy W. Jonse

Kirk J. and Cathy W. Jonse

_____, 2024

Page 5 of 6

Item 5.

ACKNOWLEDGED AND AGREED

AS OF _____, 2024

CITY OF MANOR

By: _____

Name: _____

Title: _____

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"**.

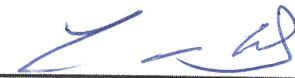
Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises, and Owner hereby acknowledges he or she has been advised, of the following: if Owner's property is acquired through eminent domain, (1) Owner or Owner's heirs, successors, or assigns are entitled to repurchase the property if the public 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: 11-18-2020

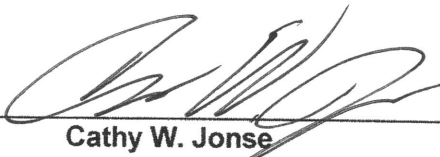
By: 
Dr. Larry Wallace, Jr., Mayor

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

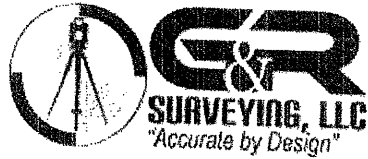


EXHIBIT A
Page 1 of 2

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;

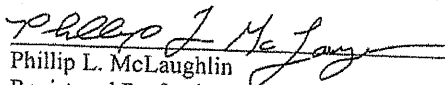
THENCE over and across said 4.00 Acre Tract, the following two courses:

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

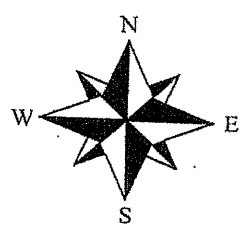


1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT A
Page 2 of 2

LEGEND

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



SCALE: 1" = 300'

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)

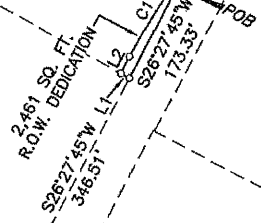
A.C. CALDWELL SURVEY
NO. 52, ABS. 154

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)



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'

U.S. HIGHWAY 290
(R.O.W. VARIES)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 20230_GR-ROW3-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

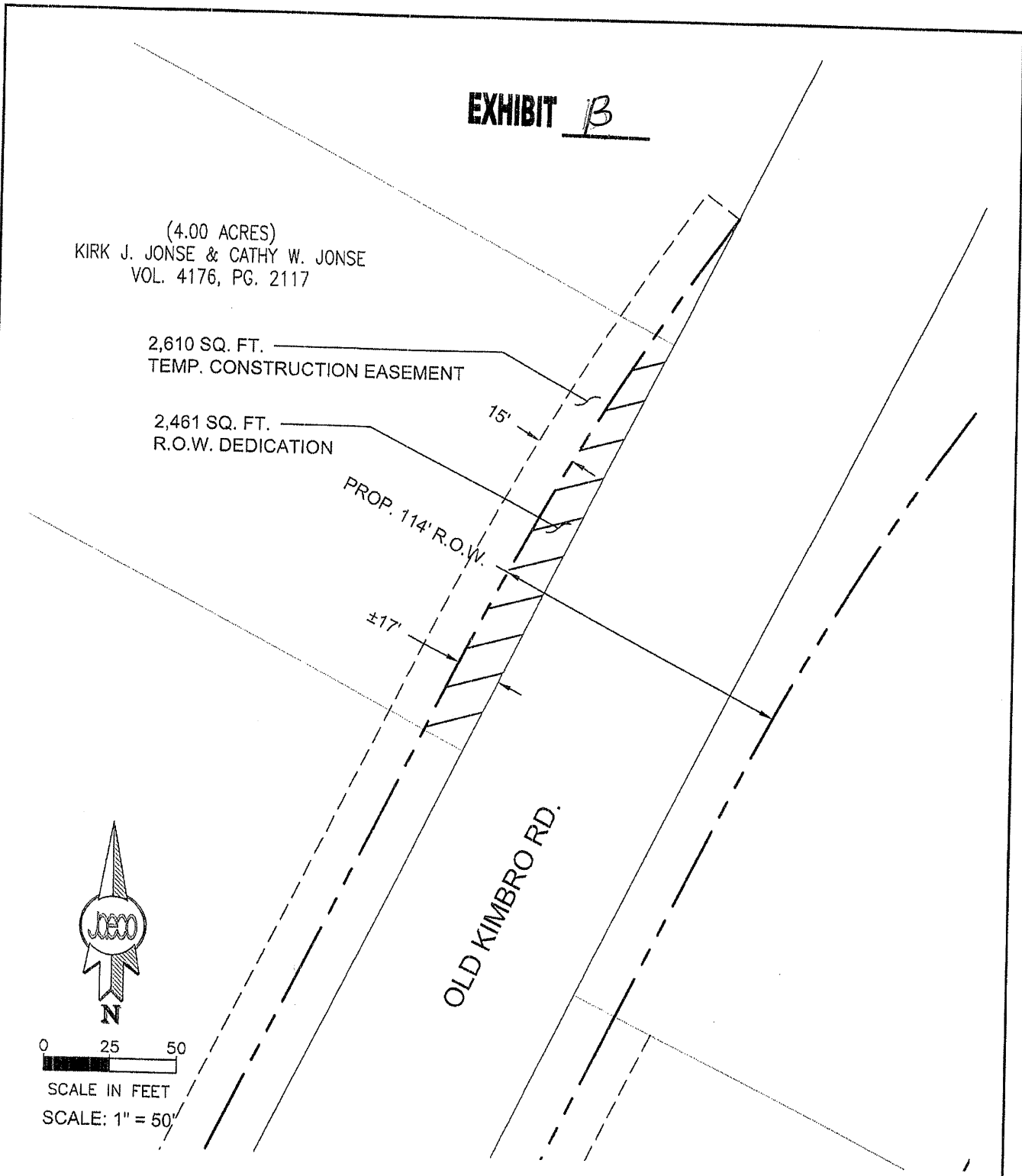
SHEET
1 / 1

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: Vbarrn
 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. 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 SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Rental Assistance Program for eligible small businesses that relocate to or start-up in the City of Manor.

BACKGROUND/SUMMARY:

The Rental Assistance Program was created by the City Council to provide rent assistance to eligible new or expanding brick-and-mortar businesses that are located or will be located in the City of Manor. Applicants are required to submit a completed application to the Economic Development Department including the information as presented in the attached Manor Community Development Rental Assistance Program Guidelines. Successful applicants will be eligible for rental assistance for a year from approval consisting of a maximum of 50% of the applicant’s monthly rental payments for the first 6 months, with the amount of rental assistance amount decreasing months 7 - 12 by 11.5% each month, not to exceed \$750 for any month to any one business, as illustrated in the attached Manor Community Development Rental Assistance Program Guideline. The City Staff has reviewed the application and supporting documents of the applying business, E’Styles, and verified the business is located within the Manor City Limits and qualifies for the grant.

LEGAL REVIEW: Yes, Deron Henry, Assistant City Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Manor Assistance Program Guidelines
- Application
- Grant Spreadsheet

STAFF RECOMMENDATION:

The City staff recommends that the City Council approve a grant in the amount of \$7500.00 to E’Styles reimbursed monthly upon request from the owner after proof of payment to the landlord is received by the City.

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



Manor Community Development Rental Assistance Program Guidelines

The City of Manor “City” through its City of Manor City Council (“Council”) is providing potential rental assistance for up to 12 months for eligible brick and mortar small businesses that choose to locate in Manor. Additionally, the Council may provide assistance for existing small brick and mortar businesses to expand their gross rentable space. In every case, the Council, as well as the City, reserves the right to deny applicants at its sole discretion. Funding is subject to availability of resources and to the applicant business’s potential to strengthen, compliment and diversify the existing business makeup, as determined solely at the discretion of the Council and City.

Non-profit businesses/organizations, food trucks and home-based businesses are not eligible for consideration. Businesses must be contributing to the economic footprint of the City area to be eligible.

Any eligible brick-and-mortar small business may apply for rental assistance, but those falling into the following categories may be given greater consideration.

- Restaurants, coffee shops, specialty food;
- Entertainment;
- Upscale apparel/accessories, footwear;
- Electronics – computers, phones, digital equipment;
- Specialty retail – toys, sporting goods, transportation;
- Home furnishings and appliances;
- Visual and performing arts;
- Professional offices.

Applicants are required to submit a completed application form, a copy of an executed lease between the applicant and the property owner(s), a business plan and a proposed budget, financials, and a marketing plan. Complete application packet must be submitted to the Economic Development Director by the end of the month to be considered at the City of Manor City Council Meeting held on the 3rd Wednesday of every month.

For the expansion of an existing small brick and mortar business, the application for rental assistance should include at a minimum a completed application form and a profit and loss statement.

Assistance application for a business not related or like the existing business is required to submit a full, new business application packet.

With the success of the business venture foremost in everyone’s mind, the City and Council strongly urge the applicant to become familiar with the business makeup of Manor and to have discussions with existing business owners to avoid potential pitfalls.

The applicant will be required to complete the following (as applicable) after the decision to award the grant and prior to the initial disbursement to the landlord:

- 1) Arrange a meeting with the Economic Development Director who will serve as a mentor through this process.
- 2) Arrange a meeting with the Small Business Development Center (SBDC).

Arranging a meeting with the Economic Development Director in 3 months to review performance is required before further grant payments are released.

Eligible applicants may be awarded rental assistance up to 50% of the monthly lease amount for the first six months, not to exceed \$750.00 per month, and for each month seven through 12, payments will be reduced by approximately 11.5%. The maximum allowable amount, as an example:

Month	100% Rent	Reimburse	Percent
1	\$1,500.00	\$750.00	50.00%
2		\$750.00	50.00%
3		\$750.00	50.00%
4		\$750.00	50.00%
5		\$750.00	50.00%
6		\$750.00	50.00%
7		\$664.00	44.25%
8		\$587.00	39.16%
9		\$520.00	34.66%
10		\$460.00	30.67%

11	\$407.00	27.14%
12	\$360.00	24.01%

\$18,000.00 \$7,499.00 41.66%

All rental assistance award payments will be paid monthly directly to the property owner and only after the business has received its Certificate of Occupancy and any other required permits.

Address questions to Scott Jones, Economic Development Director

Contact information: Phone - 512-364-2747; Email – sjones@manortx.gov



**Manor Economic Development
Rental Assistance Program Incentive**

Application for Assistance

PURPOSE

This form provides basic information used by Manor Economic Development Department in determining the eligibility of a new small business or existing small business for acquiring rental assistance from the City of Manor. All assistance is based on City Council approval of the annual fiscal year budget. All assistance is available throughout the year on a first come, first serve basis until total funds are depleted and at that time no more applications will be accepted.

APPLICANT

Name of Applicant:
Edith Villarreal

Location of Business:
14001 Shadowglen Blvd Ste C
Manor Texas 78653

Description of Business:
Full service salon specialized in hair extensions services and hair extension store.

Phone: _____ Mobile: 512-509-4506

Fax Number: _____

Email of Applicant:

edith g m@hotmail.com
Estylessalon@yahoo.com

Permanent Mailing Address of Applicant: ___
11316 Runnel Ridge Rd
Manor Texas 78653

Federal Tax ID Number: _____

Applicant's Business Background: _
I have been in the beauty industry for about 20 years, in 2005 I moved to Austin and started working as commission based hair stylist for local salons until 2008 when I decided I wanted my own salon. Due to a divorce I was in the need of selling my business and move to a hair studio in 2015 where my career took an interest in hair extensions and E'style was born, my clientele started to grow continuously and the hair sales were added until it became exclusive for hair extension. Sadly during pandemic times my business had to change and I started working from home where I have a small set up and from where I started selling hair to other stylist. It is time for E'style to have a bigger location and be able to be a full service salon again servicing our Manor community and surrounding areas.

Applicants are required to submit (1) a completed application form, (2) a copy of an executed lease between the Applicant and the property owner, (3) a business plan and a proposed budget, (5) financial documents (business or personal tax returns for 2 years, etc.), and (6) a business marketing plan. Complete application packets must be submitted to the Economic Development Director by the end of the month to be considered at the City of Manor City Council meeting held the 3rd Wednesday of the following month.

Rental Assistance applied for:
Number of Months _____ 10 _____

LEASE INFORMATION

Location of Leased Space:
14001 Shadowglen Blvd Ste C
Manor Texas 78653

Lease Start Date: 1/1/2024
Lease Expiration Date: 12/31/2027

Monthly Rent:
2341.50 rent plus 1170.75 triple net

Utilities Included In Rent (Y/N):
taxes, insurance, CAM, structural

Square Feet Leased: 1338

PROPERTY OWNER INFORMATION

Name of Property Owner
HFS BROTHERS INVESTMENTS LLC.

Address of Property Owner: _____

Mailing Address (if different) : _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Mobile Number: [REDACTED]

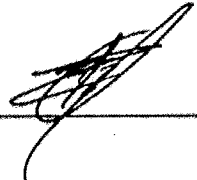
Email Address: _____

Does any owner or officer of the business leasing the space have a business or family relationship to the property being leased? ___ Yes ___ No

If yes, explain: _____

TERMINATION OF RENTAL ASSISTANCE – Rental Assistance will be terminated if approved applicant has not paid all City fees and does not have a Certificate of Occupancy.

I have read and understand the guidelines for this Program. I understand that an application for funding is not a guarantee of funding and disbursement of funds will be made in compliance with the terms of the program. I understand that approval or disapproval by the City of Manor and City Council for is at their discretion. Further, I affirm that the information I have provided is true and accurate.



Signature

1/11/2024

Date

Address questions to Scott Jones, Economic Development Director, City of Manor
Contact Information: Phone - 512-364-2747, Email – sjones@manortx.gov

For Internal Purposes:

Applicant #: _____ Approved on: _____ Declined on: _____

E'Styles Rental Assistance Grant Reimbursement

Month	Rent	%	Eligible	Max Grant
1	\$3,512.25	100	\$3,512.25	\$750.00
2	\$3,512.25	100	\$3,512.25	\$750.00
3	\$3,512.25	100	\$3,512.25	\$750.00
4	\$3,512.25	100	\$3,512.25	\$750.00
5	\$3,512.25	100	\$3,512.25	\$750.00
6	\$3,512.25	100	\$3,512.25	\$750.00
7	\$3,512.25	44.25	\$1,554.17	\$750.00
8	\$3,512.25	36.66	\$1,287.59	\$750.00
9	\$3,512.25	30.67	\$1,077.20	\$750.00
10	\$3,512.25	27.14	\$926.08	\$750.00
Total				\$7,500.00 paid monthly upon request after approval



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Phil Green, Director
DEPARTMENT: Information Technology

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the camera system upgrade for the City of Manor.

BACKGROUND/SUMMARY:

The city has utilized different brands of security cameras at our facilities, which has created some difficulties in maintaining an adequate inventory of parts in stock to repair cameras when they start malfunctioning. The proposed security camera upgrade will replace the current surveillance system.

There will be new cameras installed, increasing more coverage for recording events throughout our facilities for Law Enforcement and Department Administrators to monitor. The proposed system will have a cloud-based management and storage platform, allowing viewing live or archived video from remote, secured workstations and devices. These new cameras will increase the Department Heads' ability to effectively monitor our facilities and identify incidents more accurately and timely. Absolute Networks is part of the purchasing cooperative DIR has for the State of Texas for local and state agencies to procure goods and services.

LEGAL REVIEW: Yes, Deron Henry, Associate Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Absolute Communications 2 quotes (system upgrade and wiring)
- Verkada/GTS quote
- Technik quote
- Absolute Communication Agreement

STAFF RECOMMENDATION:

It is staff recommendation that the City Council approve the camera system upgrade for the City of Manor and approve the service agreement with Absolute Communications & Network Solutions, Inc. in the amount of \$60,645.16 for equipment-install training and \$1,585.00 for wiring to the cameras.

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

Absolute Communications

We have prepared a quote for you

City of Manor - Avigilon Cameras

Quote # 006989
Version 1

Prepared for:

City of Manor

Michael Pachnick
mpachnick@manortx.gov

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

4/23/2024

City of Manor
Michael Pachnick
105 E Eggleston St
Manor, TX
mpachnick@manortx.gov

Dear Michael ,

I am pleased to provide you with Absolute's proposal. Our proposal has been hand tailored to solve your challenges and to add value to your enterprise.

Please let me know if you have any questions that I may answer. Thank you for your business!

Statement of Work

- Absolute communications will provide camera hardware, licenses, cable required, mounting accessories and connecting hardware per walk-through with Michael Pachnick
- Absolute will run cable that is required, terminate on both ends as needed
- Absolute will setup and configure cameras on network and setup 5 year cloud licenses and assist in application setup
- Absolute will aim/focus per customer desired coverage
- Absolute will install audio microphones on locations determined in city hall

City Hall:

(4) Outdoor Dome 2MP - Exterior Locations

(2) Outdoor Dome 4K - Exterior Drive thru and corner camera in front

(9) Indoor Dome 2MP - indoor locations - (5) have audio microphones

Police Department:

(12) Outdoor Dome 2MP - Exterior Locations

(1) Outdoor Dome 4K - Child dropoff area

(8) Indoor Dome 2MP - indoor locations

Public works building:

(7) Outdoor Dome 2MP - Exterior Locations

(1) Outdoor Dome 4K - Chemical area

(4) Outdoor Bullet 2MP - Gate poles and inside storage at back of office

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

Training


- Provide 30 day follow up training, if needed to verify customer is familiar with the system and operating efficiently

Warranty

- Manufacturer's Warranty
- Extended warranty is available and can be quoted separately

View Terms and Conditions

<https://www.callabsolute.com/terms-and-conditions/>



Sincerely,
Brandon Newman
Director of Sales
Absolute - Central Texas

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

Cabling

Description	Price	Qty	Ext. Price
CAT5e/CAT6 cable for cameras - per cable run	\$275.00	19	\$5,225.00
Subtotal:			\$5,225.00

Security Camera's

Description	Price	Qty	Ext. Price
5MP H6SL Indoor IR Dome Camera with 3.4-10.5mm lens;	\$890.10	10	\$8,901.00
2MP H6SL Indoor Dome Camera with 3.4-10.5mm lens;	\$593.40	30	\$17,802.00
2MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$926.10	4	\$3,704.40
4K Dome Camera	\$944.10	3	\$2,832.30
Pendant Wall Arm	\$85.36	6	\$512.16
Weather Shield for H6SL Outdoor Dome Cameras	\$18.90	17	\$321.30
Pendant mounting cap white	\$44.00	6	\$264.00
NPT Adapter for H6SL Dome Cameras	\$43.00	6	\$258.00
Alta Aware License 1 year	\$179.00	47	\$8,413.00
In-ceiling mounting adapter for H6SL Dome Camera	\$33.00	14	\$462.00
Microphone accessory for Indoor H6SL Dome Camera	\$10.00	5	\$50.00
Subtotal:			\$43,520.16

Set Up, Installation and Training

Description	Price	Qty	Ext. Price
North, South, West San Antonio Austin, Kyle, Roll Out Fee	\$75.00	8	\$600.00
North, South, West San Antonio Austin, Kyle, Roll Out Fee			
Installation, Onsite	\$125.00	64	\$8,000.00
Installation, Onsite			
Installation, Remote	\$125.00	24	\$3,000.00
Installation, Remote			

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

Set Up, Installation and Training

Description	Price	Qty	Ext. Price
Mileage - Service Truck Mileage - Service Truck	\$0.60	500	\$300.00

Subtotal: **\$11,900.00**

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

City of Manor - Avigilon Cameras

Prepared by:



Absolute - Central Texas

Brandon Newman
(210) 892-3800
brandon_newman@callabsolute.com

Prepared for:

City of Manor

105 E Eggleston St
Manor, TX
Michael Pachnick
(512) 272-5555
mpachnick@manortx.gov

Quote Information:

Quote #: 006989

Version: 1
Delivery Date: 23/04/2024
Expiration Date: 10/05/2024


Quote Summary

Description	Amount
Cabling	\$5,225.00
Security Camera's	\$43,520.16
Set Up, Installation and Training	\$11,900.00
Total:	\$60,645.16

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO ABSOLUTE THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE STANDARD TERMS AND CONDITIONS AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE THEREOF. CUSTOMER AUTHORIZES ABSOLUTE TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AND CUSTOMER'S CREDIT INFORMATION. <https://www.callabsolute.com/terms-and-conditions/>

Absolute - Central Texas

City of Manor

Signature: 
Name: Brandon Newman
Title: Director of Sales
Date: 23/04/2024

Signature: _____
Name: Michael Pachnick
Date: _____

Alta H6SL Camera Line

2 MP

3 MP

5 MP

Up to 10-Year Warranty

Proactively boost safety and security with the analytics-enabled Avigilon H6SL camera line for Alta Aware. Available in a dome or bullet form factor, the cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options and up to 5 MP resolution, you get crisp, clear images in even the most challenging lighting conditions. Intelligent analytics with real-time alerts help you react and respond faster to critical events and the cloud-native Alta Aware provides access to video at any time and from any location.



Features



React and Respond Faster with AI

Gain security preparedness and act quicker with intelligent analytics that alert you in real-time of critical events. The Alta H6SL notifies you of people, vehicles or anomalies to help you identify potential threats.



See Clearly in All Light Conditions

With High Dynamic Range, the Alta H6SL Dome can easily handle high-contrast scenes, and IR illumination captures details in low-light conditions so you can see clearly in all environments.



Trusted and Secure

With North American Avigilon manufacturing you can trust and security in the camera and the cloud, rest assured that your security system is protected.



Options for Every Deployment

With a variety of storage and resolution configurations and wide and telephoto lens options on the H6SL Bullet, there's a cloud-native Alta H6SL to meet all your deployment needs.



Suitable for Tough Environments

All H6SL cameras are IK10-rated for impact resistance. All outdoor models are IP66/IP67 and NEMA Type 4X rated for water, windblown dust and a degree of corrosion.



24/7 Awareness from Anywhere

Securely access video anywhere with a cloud-native platform that offers easy-to-use viewing and management via a browser or on-the-go visibility from a powerful mobile app.



Specifications

Image Performance		2.0 MP	3.0 MP	5.0 MP
Image Sensor		1/2.8" progressive scan CMOS		
Imaging Area (H × V)		5.57 mm × 3.13 mm 0.219" × 0.123"	5.18 mm × 3.89 mm 0.204" × 0.153"	
Aspect Ratio		16:9	4:3	
Dynamic Range	HDR Off	83 dB		
	HDR On	126 dB	130 dB	
3D Noise Reduction Filter		Supported		
Max Frame Rate		30 fps		
Streaming Resolutions		1920x1080, 1280x720, 640x360	2048x1536, 1280x960, 640x480	2592x1944, 1920x1440, 1280x960, 640x480

Lens and IR Illumination		3.4-10.5 mm (Dome/Bullet)	10.9-29 mm (Bullet Only)
IR Illumination Max Distance (high power 850 nm LEDs)	Dome	30 m (100 ft), full tele 20 m (65 ft), full wide	N/A
	Bullet 2.0 MP	50 m (164 ft), full tele 30 m (100 ft), full wide	N/A
	Bullet 3.0 MP / 5.0 MP	40 m (131 ft), full tele 20 m (65 ft), full wide	70 m (230 ft), full tele 30 m (100 ft), full wide
Minimum Illumination (at 33 ms shutter speed)	2.0 MP	With IR: 0 lux in monochrome mode Without IR: 0.01 lux in color mode; 0.005 lux in monochrome mode	N/A
	3.0 MP / 5.0 MP	With IR: 0 lux in monochrome mode Without IR: 0.04 lux in color mode; 0.02 lux in monochrome mode	
Horizontal Angle of View	2.0 MP	101° - 31°	N/A
	3.0 MP / 5.0 MP	95° - 28°	28° - 10°
Vertical Angle of View	2.0 MP	53° - 17°	N/A
	3.0 MP / 5.0 MP	69° - 21°	21° - 7°
Max Aperture		F1.6	F1.7
Lens Control		Remote Zoom and Focus, Autofocus, IR Cut Filter	

Image Control	
Image Compression Method	H.265, H.264, Motion JPEG
Electronic Shutter Control	Automatic
Day/Night Control	Automatic
Flicker Control	50 Hz, 60 Hz
Iris Control	P-Iris
White Balance	Automatic
Image Rotation	0°, 90°, 180°, 270° including Corridor Mode
Privacy Zones	Up to 64 zones

Network

Network	100BASE-TX
Cabling Type	CAT5
Network	RJ45 Connector
ONVIF ¹	ONVIF® compliance Profile S, Profile T, Profile G, and Profile M (www.onvif.org)
Security	Password protection, HTTPS encryption
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, HSTS
Streaming Protocols	WebRTC, RTP/RTSP/UDP, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP
Platform Compatibility	Avigilon Alta Aware, Avigilon Unity ACC ¹ , 3rd party VMS ¹

¹ Requires the camera to be running Avigilon Unity firmware.

Auxiliary I/O

Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output ¹	Line level I/O
External I/O Terminals ²	Alarm In, Alarm Out
Microphone (Indoor Dome)	Optional Microphone accessory sold separately for Indoor Dome Camera only

¹ Audio output is not currently supported.

² Not currently supported.

Mechanical (Dome)	Surface Mount	In-Ceiling Mount	Pendant Mount
Dimensions	D 156 mm × H 116 mm; D 6.1" × H 4.6"	D 174 mm × H 165 mm; D 6.9" × H 6.5"	D 156 mm × H 161 mm; D 6.2" × H 6.3"
Weight	0.81 kg	0.80 kg	1.07 kg
Max. Ceiling Thickness	N/A	25 mm (1.0")	N/A
Dome Bubble	Polycarbonate		
Body	Polycarbonate		
Housing	Polycarbonate		
Finish	Plastic, injection molded, Pantone 427C		
Adjustment Range	360° pan, 30°-95° tilt (recommended), 8°-95° tilt (maximum), ±180° azimuth		

Mechanical (Bullet) 3.4-10.5 mm and 10.9-29 mm

Dimensions (L x W x H)	Camera with junction box	296 mm × 126 mm × 106 mm; 11.7" × 5.0" × 4.2"
Weight	1.31 kg (1.78 kg with junction box)	
Body	Aluminum	
Housing	Aluminum	
Finish	Powder coat, close to Pantone 427C	
Adjustment Range	±175° pan, ±90° tilt, ±175° azimuth	

Electrical

Power Source	PoE: IEEE 802.3af Class 3 compliant, 12VDC Aux (Available on Bullet only)	
IR Illuminator Behaviour	Dome	IR illuminator will turn off if the temperature is 60°C (140°F) or higher. The illuminator will operate at 50% power if the temperature is between 40°C (104°F) and 52 °C (117°F). Hysteresis: 2°C (3.6°F).
	Bullet	IR illuminator will turn off if the temperature is 60°C (140°F) or higher.
RTC Battery Backup	3V manganese lithium	
PoE	Dome	10 W max (8 W with no IR or IR disabled)
	Bullet	13 W max
Memory	1GB RAM, 512MB Flash	

Environmental	Indoor Dome	Outdoor Dome	Bullet
Operating Temperature	-10°C to +60°C (14°F to 140°F)	-40°C to +60°C (-40°F to 140°F)	-40°C to +60°C (-40°F to 140°F)
Storage Temperature	-10°C to +70°C (14°F to 158°F)		
Absolute Maximum Temperature	74°C (165°F) per NEMA TS2 (Temp.) para 2.2.7.2 - 2.2.7.7		
Humidity	0 - 95% non-condensing		

Certifications	Indoor Dome	Outdoor Dome	Bullet
Certifications/Approvals	UL, cUL, CE, UKCA, ROHS, RCM, NOM, KC, BIS		
Safety	UL/CSA/EN/IEC 62368-1, IEC 62471		
Environmental	IEC/EN 62262 Impact (IK 10), IEC 60529 IP52 rating	IEC/EN 62262 (IK 10), IEC 60529 IP66, IP67 rating, Type 4X, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27	IEC/EN 62262 (IK 10), IEC 60529 IP66, IP67 rating, Type 4X, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27
Electromagnetic Emissions	FCC Part 15 Subpart B (Class B), IC ICES-003 (Class B), EN 55032 (Class B), EN 61000-6-3, EN 61000-3-2, EN 61000-3-3		
Electromagnetic Immunity	EN 55035, EN 61000-6-1, EN 50130-4, EN 50121-4		
Warranty	Up to 10-year warranty with Active Aware License.		

Analytics Specifications

Analytic Rules Supported

Object in Area	Rule triggered when an object of the selected type and attributes is detected in the region of interest.
Object Loitering	Rule triggered when an object of the selected type and attributes loiters in the selected area for the selected period of time.
Objects Crossing Line	Rule triggered when an object of the selected type and attributes crosses the line. The line can be unidirectional or bidirectional.
Object Counting	Rule triggered when the count of objects of the selected type either exceeds or is less than the selected threshold.
Object Line Crossing Counting	Rule triggered when the specific number of objects of the selected type either cross a line to enter or leave an area.
License Plate Detection	Requires additional license.
Audio ¹	Rule triggered when audio of one of the specified types is detected.

¹ Audio analytics require the addition of a microphone.

The Avigilon microphone accessory (ACMICR-1001, for indoor domes only) or an external microphone, connected via line-in, can be used.

Detected Attributes

Object Attributes	Vehicle, sub-types: Small/Medium Vehicles (sedan, SUV, pickup truck, etc.), Large Vehicles (bus, truck), Two-wheeled Vehicles (bicycle, motorcycle), Unclassified Vehicles Person Color (people's clothing, top and bottom, and vehicles) Face (US only, based on location)
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Supported Audio Events¹

Audio Events	Glass breaking, Loud Noise, Gun Shot, Screaming, Smoke Alarm, Car Alarm, Ultrasound Panic Alarm, Dog Barking, Tire Screeching
--------------	---

¹ Audio analytics require the addition of a microphone.

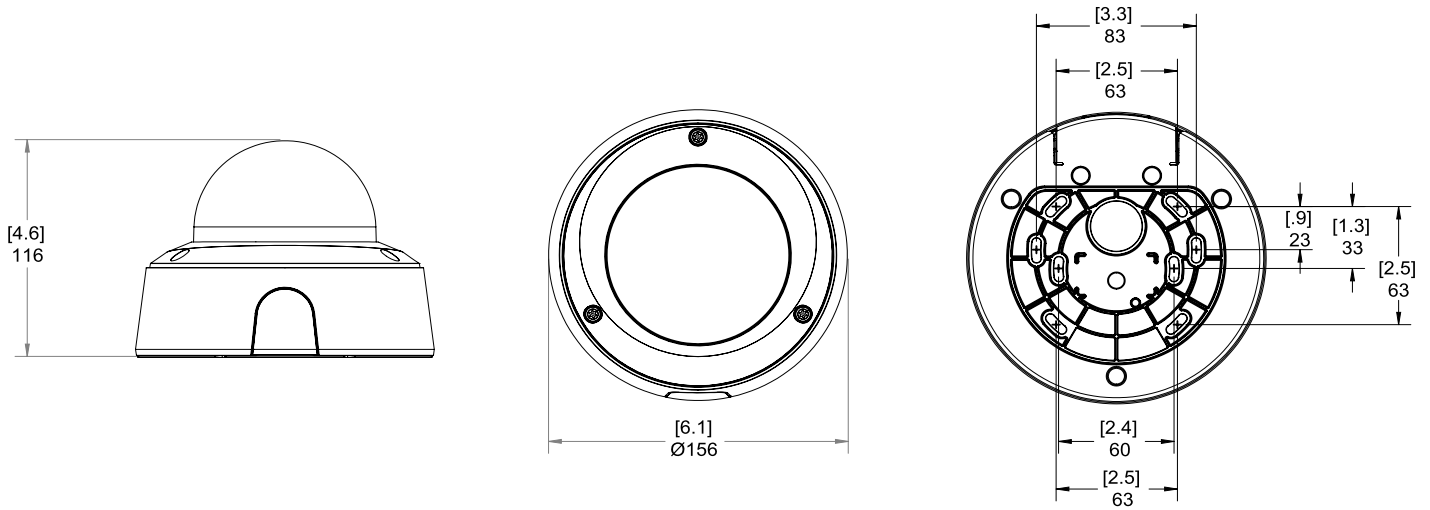
The Avigilon microphone accessory (ACMICR-1001, for indoor domes only) or an external microphone, connected via line-in, can be used.

Outline Dimensions

[X.X]	INCHES
X	MM

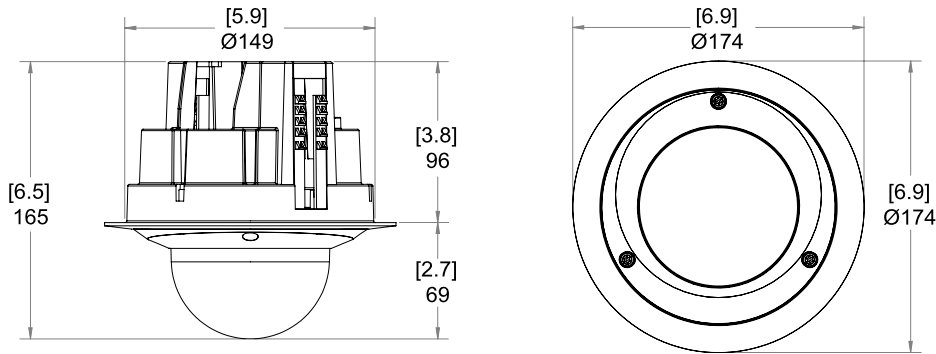
Dome Camera with Surface Mount

(H6SL Dome Camera + Provided Surface Mount)



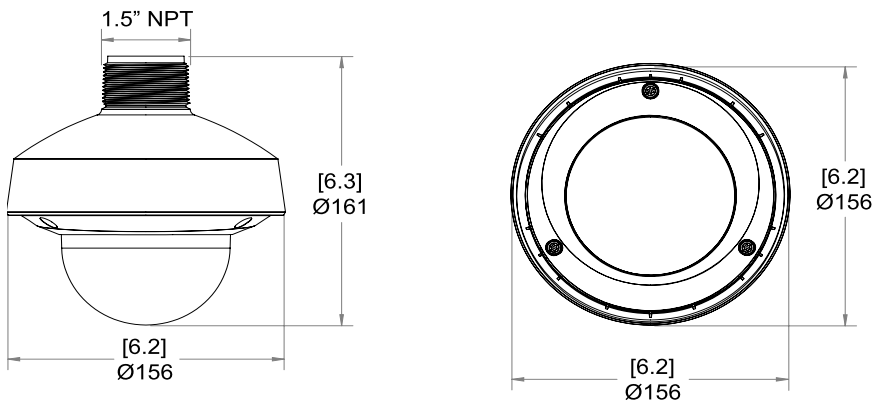
Dome Camera with In-ceiling Mount

(H6SL Dome Camera + SLSPCIL-1001)



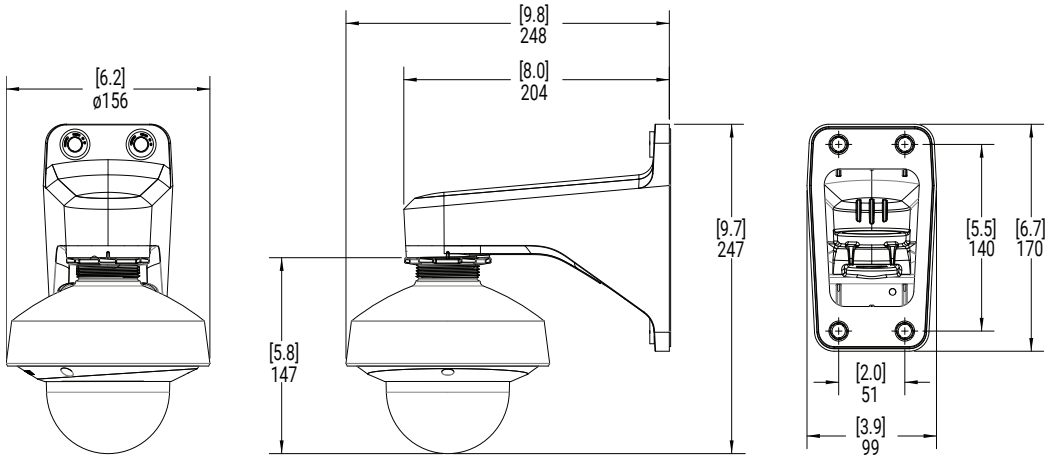
Dome Camera with NPT Adapter

(H6SL Dome Camera + H6SL-MT-NPTA1)

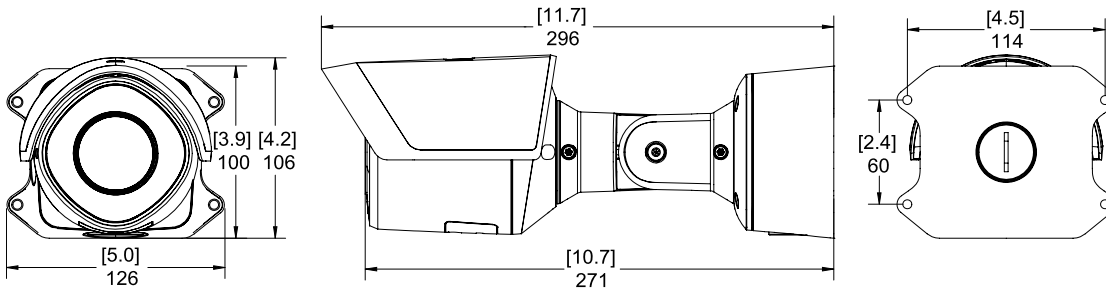


Dome Camera with NPT Adapter and Pendant Wall Mount

(H6SL Dome Camera + H6SL-MT-NPTA1 + WLMT-1021)

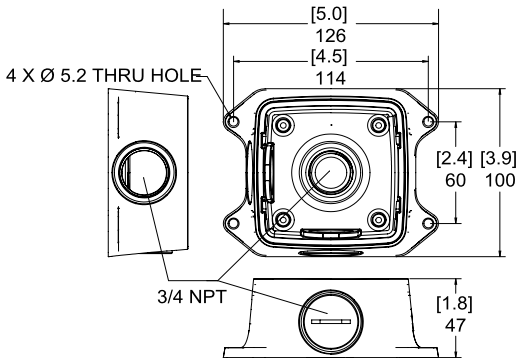


Bullet Camera



Bullet Junction Box

(Provided With Camera)



Ordering Information

Dome Camera

Model Number	MP	Lens	IR	IP66/IP67, Type4x	Days of Storage
2.0C-H6SL-D1-30	2.0	3.4-10.5 mm			30 Days
2.0C-H6SL-D1-60	2.0	3.4-10.5 mm			60 Days
2.0C-H6SL-D1-120	2.0	3.4-10.5 mm			120 Days
2.0C-H6SL-D1-365	2.0	3.4-10.5 mm			365 Days
2.0C-H6SL-D1-IR-30	2.0	3.4-10.5 mm	✓		30 Days
2.0C-H6SL-D1-IR-60	2.0	3.4-10.5 mm	✓		60 Days
2.0C-H6SL-D1-IR-120	2.0	3.4-10.5 mm	✓		120 Days
2.0C-H6SL-D1-IR-365	2.0	3.4-10.5 mm	✓		365 Days
2.0C-H6SL-DO1-IR-30	2.0	3.4-10.5 mm	✓	✓	30 Days
2.0C-H6SL-DO1-IR-60	2.0	3.4-10.5 mm	✓	✓	60 Days
2.0C-H6SL-DO1-IR-120	2.0	3.4-10.5 mm	✓	✓	120 Days
2.0C-H6SL-DO1-IR-365	2.0	3.4-10.5 mm	✓	✓	365 Days
3.0C-H6SL-D1-30	3.0	3.4-10.5 mm			30 Days
3.0C-H6SL-D1-60	3.0	3.4-10.5 mm			60 Days
3.0C-H6SL-D1-120	3.0	3.4-10.5 mm			120 Days
3.0C-H6SL-D1-IR-30	3.0	3.4-10.5 mm	✓		30 Days
3.0C-H6SL-D1-IR-60	3.0	3.4-10.5 mm	✓		60 Days
3.0C-H6SL-D1-IR-120	3.0	3.4-10.5 mm	✓		120 Days
3.0C-H6SL-DO1-IR-30	3.0	3.4-10.5 mm	✓	✓	30 Days
3.0C-H6SL-DO1-IR-60	3.0	3.4-10.5 mm	✓	✓	60 Days
3.0C-H6SL-DO1-IR-120	3.0	3.4-10.5 mm	✓	✓	120 Days
5.0C-H6SL-D1-30	5.0	3.4-10.5 mm			30 Days
5.0C-H6SL-D1-60	5.0	3.4-10.5 mm			60 Days
5.0C-H6SL-D1-120	5.0	3.4-10.5 mm			120 Days
5.0C-H6SL-D1-IR-30	5.0	3.4-10.5 mm	✓		30 Days
5.0C-H6SL-D1-IR-60	5.0	3.4-10.5 mm	✓		60 Days
5.0C-H6SL-D1-IR-120	5.0	3.4-10.5 mm	✓		120 Days
5.0C-H6SL-DO1-IR-30	5.0	3.4-10.5 mm	✓	✓	30 Days
5.0C-H6SL-DO1-IR-60	5.0	3.4-10.5 mm	✓	✓	60 Days
5.0C-H6SL-DO1-IR-120	5.0	3.4-10.5 mm	✓	✓	120 Days

Model Number	MP	Lens	IR	IP66/IP67, Type4x	Days of Storage
2.0C-H6SL-BO1-IR-30	2.0	3.4-10.5 mm	✓	✓	30 Days
2.0C-H6SL-BO1-IR-60	2.0	3.4-10.5 mm	✓	✓	60 Days
2.0C-H6SL-BO1-IR-120	2.0	3.4-10.5 mm	✓	✓	120 Days
2.0C-H6SL-BO1-IR-365	2.0	3.4-10.5 mm	✓	✓	365 Days
3.0C-H6SL-BO1-IR-30	3.0	3.4-10.5 mm	✓	✓	30 Days
3.0C-H6SL-BO1-IR-60	3.0	3.4-10.5 mm	✓	✓	60 Days
3.0C-H6SL-BO1-IR-120	3.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-BO2-IR-30	3.0	10.9-29 mm	✓	✓	30 Days
3.0C-H6SL-BO2-IR-60	3.0	10.9-29 mm	✓	✓	60 Days
3.0C-H6SL-BO2-IR-120	3.0	10.9-29 mm	✓	✓	120 Days
5.0C-H6SL-BO1-IR-30	5.0	3.4-10.5 mm	✓	✓	30 Days
5.0C-H6SL-BO1-IR-60	5.0	3.4-10.5 mm	✓	✓	60 Days
5.0C-H6SL-BO1-IR-120	5.0	3.4-10.5 mm	✓	✓	120 Days
5.0C-H6SL-BO2-IR-30	5.0	10.9-29 mm	✓	✓	30 Days
5.0C-H6SL-BO2-IR-60	5.0	10.9-29 mm	✓	✓	60 Days
5.0C-H6SL-BO2-IR-120	5.0	10.9-29 mm	✓	✓	120 Days

Accessories

Part Number	Description
WLMT-1021	Wall Mount Arm for 1.5" NPT Pendant
PLMT-1001	Pole Mount Adapter for WLMT-1021 and H6SL Bullet Camera
CRNMT-1001	Corner Mount for WLMT-1021 and H6SL Bullet Camera
SLSPCIL-1001	In-ceiling mounting adapter for H6SL Dome Camera
H6SL-MT-NPTA1	Pendant NPT adapter for H6SL Dome Camera
DCLPNL-1001	Metal ceiling panel for suspended ceiling installations
H6SL-DO-SHLD1	Weathershield for H6SL Dome Camera
ACMICR-1001	Microphone accessory for Indoor H6SL Dome Camera
H6SL-DD-CLER1	Clear lower dome for H6SL Outdoor Dome Camera
H6SL-DD-SMOK1	Smoked lower dome for H6SL Outdoor Dome Camera
H6SL-DI-CLER1	Clear lower dome for H6SL Indoor Dome Camera
H6SL-DI-SMOK1	Smoked lower dome for H6SL Indoor Dome Camera
CNCVR-1001	Adapter 3/4 inch conduit for H6SL Dome Camera, 5-pack

Learn more and find additional documentation at or email sales@avigilon.com for specific product support.



Apr 2024 | Rev 3

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sales@avigilon.com | avigilon.com

Absolute Communications

We have prepared a quote for you

City of Manor City Hall and Public Works Cabling

Quote # BN007043
Version 1

Prepared for:

City of Manor

Michael Pachnick
mpachnick@manortx.gov

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

5/13/2024

City of Manor
Michael Pachnick
105 E Eggleston St
Manor, TX
mpachnick@manortx.gov

Dear Michael ,

I am very pleased to provide you with Absolute's service proposal. Our proposal has been hand tailored to solve your challenges and to add value to your enterprise.

Having served the Texas marketplace since 1989 and national customers since 2014, Absolute's reputation, experience, knowledge and technical capabilities are unmatched. With over 8,000 customers across Texas and the United States, Absolute has superior experience in providing solutions to help improve our customer's efficiency and profitability. Our team lives our Value System and is ready to go to work to help ensure your business's success.

I am your "Go To" representative and am happy to answer any questions you may have. Thank you for your business!



Sincerely,
Brandon Newman
Director of Sales
Absolute - Central Texas

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

Executive Summary

Corporate Overview

Absolute Communications and Network Solutions, Inc. is a network services company founded in 1989. We are a turnkey solution provider for voice, data, network and security. We can provide a variety of services from design, engineering, installation to management and service. Absolute has a long and successful history of providing high quality services to our customers over the past 30 plus years. This, along with our attention to detail, are key to building trust and long lasting relationships with our customers.

Our Team

Our team of qualified professionals, designers, engineers, IT specialists, tower climbers and field technicians lives by our value system and is managed by a highly experienced executive management team. This team of driven industry veterans have extensive experience and success across a broad spectrum of telecom markets and technologies, including wireless networks, fiber networks, cable TV, VoIP, security access and control systems, IT networks, CLECs, tower leasing and more.

Our Products and Services

Absolute can handle the full range of your Communications and Network requirements including:

Wireless Infrastructure - Absolute has extensive experience designing, building and operating large outdoor wireless networks. The company has done extensive work for all of the major wireless carriers and has a customer set that includes large international telecommunications equipment providers, Oil & Gas companies, RV Parks, large ranches, governmental entities and enterprise customers both large and small.

Voice - Absolute is an authorized dealers in several system and Operates its own VOIP cloud environment and provides the full range of services – unified communications, virtualization, business phone systems, contact center. Absolute has install thousands of systems big and small and can deliver the right solution for your business.

IP Network and Data Services - Absolute Communications provides cost-effective, customized IT services solutions to small and medium-sized businesses. Even if your business has a small IT staff and technology budget, your network can still have the same high availability and performance that once required a large internal support organization. Absolute Communication's 24x7x365 Network Support Services are led by our experienced IT technicians and consultants.

Cabling and Infrastructure - Our staff is here to assist you in the design and implementation of a cabling system. Our technicians are highly trained, experienced and fully licensed and insured. We also specialize in cabling for specific applications such as Surveillance, Paging, A/V, and Projection. We can handle all of your needs: CAT5e, CAT6, CAT6A, 25 pair, Burial, RS232, Plenum, PVC, Coax, and Fiber

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Optics Splicing. We staff Certified Elite Installers™ and Absolute Communications (CEI) offers a 25 Year Performance Limited Warranty on structured cabling installations supported by Manufacture products.

Maintenance and Support - One of the best methods for avoiding unbudgeted IT Support costs during the year may be the implementation of a IT Managed Support contract to cover failures of your customer on site, cloud or hybrid solutions. Our customized support contracts cover the support of any wide range of networks. We can tailor a contract to specific applications or entire networks for phone, cloud and data together including: Desktop, Server Support, Backups, Email, Network Support, Phone Support. Aside from our IT Support Contracts, our Field Technicians are always available for onsite and remote Design and Support demands.

Professional Services and Engineering - The Absolute team is made up of experienced telecommunications professionals that have practical experience engineering, building and maintaining some of the largest private networks deployed in the United States. The Absolute team has designed and engineered wireless networks covering over 100,000 square miles, constructed networks covering over 10,000 square miles, and deployed more than 25,000 VoIP connections throughout the country.

Services Include:

Large Scale Network Design and Engineering, In field survey including Line of Sight, Engineer, Furnish and Install (EF&I), Construction, Implementation and Project Management, Network testing and Acceptance and Ongoing Network Monitoring and Maintenance

Network Operation Center – Absolute manages networks through its state of the art NOC with 24 X 7 capabilities to monitor your network proactively. The NOC analyzes network issues, performs troubleshooting, dispatches and communicates with on-site technicians for successful resolution of a network issues. The NOC is equipped to monitor IP based networks and has extensive network management capable technicians and software. The NOC systems are housed in a hardened co-location facility with physically diverse transport facilities and emergency power capabilities.

Video and Surveillance - The average business loses 18% of their revenue to shrinkage, theft and employee non-productivity. A quality surveillance system can help reduce these losses, and give business owners peace of mind. Our installation and implementation includes training your personnel in the day-to-day operations of a surveillance system. Absolute is licensed by the State of Texas in the design, sales, installation and service of Surveillance Solutions and Access Control. TX # B04079301.

Ongoing Support and Commitment to Excellence

Our business is built on a team of people dedicated to informing and supporting your business. With our Sales, Service, Support and Technicians; you will always find friendly knowledgeable professionals that are always eager to assist.

Warranty - Newly installed equipment and systems are warranted by the manufacturer to be free from defect pursuant to the manufacturer's limited warranty. All manufacturer warranties are conveyed to the customer pursuant to the terms of that warranty. Please see the Absolute Proposal for the applicable

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warranties. Starting 30 days after the installation is complete, labor to correct installation defects will be charged per Absolute's then standard rates. Any existing customer furnished equipment and cabling are not covered under this warranty.

Training - Absolute realizes that training of your employees is a top priority. Depending on the type of equipment installed or service provided we may recommend training for your enterprise's personnel. If we believe training will help your business we have included training within the Proposed Solution section. Absolute has a staff of world class trainers to assist you with implementation and to ensure your enterprise reaps the full benefits of our solution. Training will include user guides and manuals as furnished with respective systems including telephone, voice mail, etc.

Maintenance and Support

Once the warranty period has lapsed the customer has the following options available:

Purchase an Absolute Service Plan for parts, cabling and/or labor. Please see Proposal section.

Absolute can provide service on a time and material basis. The rate for this service is the cost of equipment and materials plus labor and mileage at the then current standard rate.

Service is available 24 hours a day, 7 days a week. Absolute provides Normal Service response time within 24 hours of receipt of service call from the customer. In Emergency Service situation the response time is within four (4) hours of receipt of service call from customer.

Project Implementation

Implementation Methodology - Absolute has a proven methodology to ensure a successful implementation of your system and associated services. The keys elements of our implementation methodology are efficient communications, project definition, process verification and training. Upon your written acceptance of this proposal we will commence the methodology by assigning a project manager to execute on this methodology. The Project Manager will work with your representative to develop a successful installation plan. For many of our projects Absolute will develop a Scope of Work as detailed below to ensure proper communications, customer review and authorizations.

Scope of Work - For large more complex installations we will develop a written Scope of Work to ensure proper coordination during the install. Key elements of the Scope of Work are as follows:

- Project Overview: General project overview, Macro start and completion dates, etc.
- Phase 1 Discovery: Questionnaire, project team contact roster, order outside services.
- Phase 2 Preparation: Pre-programming of equipment and set up.
- Phase 3 Transition: Final review and communications prior to implementation.
- Phase 4 Implementation: System install, feature verification, testing and training.
- Phase 5 Completion – Final review, Customer acceptance

The Scope of Work is developed in coordination with our customer to ensure a seamless installation.

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brandon_newman@callabsolute.com

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How to Contact Us

Service Area	Sales Inquires	Service, Support and Network Operation Center
Austin	(800) 955-6703 Option 2 Sales@CallAbsolute.com	(800) 955-6703 Option 1 Service@CallAbsolute.com
Corpus Christi	(361) 888-6776 Option 2 Sales@CallAbsolute.com	(361) 888.6776 Option 1 Service@CallAbsolute.com
San Antonio	(800) 955-6703 Option 2 Sales@CallAbsolute.com	(800) 955-6703 Option 1 Service@CallAbsolute.com

(210) 892-3800

brandon_newman@callabsolute.com

www.callabsolute.com

Statement of Work

Statement of Work

•

Cabling Requirements

- Run (4) data cable runs from the existing network to desired locations at courthouse per Michael Pachnick or Phil Green
- Technician will need to work with customer's current IT company in order to set up voice mail to email, and will need to gather that information from customer for remote access
- Additional cabling, if needed, will be priced separate

Customer Requirements

- POC available and on site if possible for any changes needed.

Training

- Provide 30 day follow up training, if needed to verify customer is familiar with the system and operating efficiently

Warranty

- Manufacturer's Warranty
- Extended warranty is available and can be quoted separately
- Software Assurance provided Optional. Onsite labor will be charged to customer to update system due to software fixes if not covered under Absolute Managed Services Advanced or Platinum Packages

View Terms and Conditions

<https://www.callabsolute.com/terms-and-conditions/>

Hardware

Description	Price	Qty	Ext. Price
Cable, Cat 6e, Plenum, Blue	\$0.36	1500	\$540.00
Cable, Cat 6e, Plenum, Blue			

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Hardware

Description	Price	Qty	Ext. Price
Hardware Hardware	\$220.00	1	\$220.00

Subtotal: \$760.00

Set Up, Installation and Training

Description	Price	Qty	Ext. Price
North, South, West San Antonio Austin, Kyle, Roll Out Fee North, South, West San Antonio Austin, Kyle, Roll Out Fee	\$75.00	1	\$75.00
Installation, Onsite Installation, Onsite	\$125.00	6	\$750.00

Subtotal: \$825.00

(210) 892-3800

brandon_newman@callabsolute.com

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City of Manor City Hall and Public Works Cabling

Prepared by:



Absolute - Central Texas

Brandon Newman
(210) 892-3800
brandon_newman@callabsolute.com

Prepared for:

City of Manor

105 E Eggleston St
Manor, TX
Michael Pachnick
(512) 272-5555
mpachnick@manortx.gov

Quote Information:

Quote #: BN007043

Version: 1
Delivery Date: 13/05/2024
Expiration Date: 10/06/2024

Quote Summary

Description	Amount
Hardware	\$760.00
Set Up, Installation and Training	\$825.00

Subtotal: \$1,585.00

Estimated Tax: \$130.77

Total: \$1,715.77

Payment Options

Description	Payments	Interval	Amount
Term Options			
Payment requirements			
50% Down Payment / 50% Completions	1	One-Time	\$857.88

Summary of Selected Payment Options

Description	Amount
Payment requirements: 50% Down Payment / 50% Completions	
Total of Payments	\$857.88

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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brandon_newman@callabsolute.com

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THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO ABSOLUTE THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE STANDARD TERMS AND CONDITIONS AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE THEREOF. CUSTOMER AUTHORIZES ABSOLUTE TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AND CUSTOMER'S CREDIT INFORMATION.

Absolute - Central Texas

City of Manor

Signature:



Signature:

Name:

Brandon Newman

Name:

Michael Pachnick

Title:

Director of Sales

Date:

Date:

13/05/2024



TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd Suite 275
 Austin, Texas 78758
 Phone: 512.452.0651

QUOTE

Quote Number: **Q-02218**
 Quoted Date: 06/14/2024
 Expiration Date: 07/14/2024
 Account Exec: Ashley Ambroso
 Inside Sales Rep: Jed Rhodes
 jed.rhodes@gts-ts.com
 (512) 681-6219

QUOTE FOR:

City of Manor

Manor PD

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	ACC-MNT-CORNER-1	Verkada Corner Mount		DIR-CPO-5057	2	\$ 139.30	\$ 278.60
2	ACC-MNT-2	Verkada: Arm Mount		DIR-CPO-5057	3	\$ 62.30	\$ 186.90
3	ACC-MNT-8	Verkada: Pendant Cap Mount		DIR-CPO-5057	2	\$ 48.30	\$ 96.60
4	ACC-POE-60W	PoE++ (802.3bt-2018) Injector, GigE		DIR-CPO-5057	2	\$ 104.30	\$ 208.60
5	CD42-256-HW	Verkada Cd42 Indoor Dome Camera, 256Gb, 30 Days Max		DIR-CPO-5057	6	\$ 699.30	\$ 4,195.80
6	CD52-256-HW	Verkada Cd52 Indoor Dome Camera, 256Gb, 30 Days Max		DIR-CPO-5057	1	\$ 839.30	\$ 839.30
7	CD52-256E-HW	Verkada Cd52-E Outdoor Dome Camera, 256Gb, 30 Days Max		DIR-CPO-5057	9	\$ 979.30	\$ 8,813.70
8	CH52-1TBE-HW	CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max		DIR-CPO-5057	2	\$ 2,519.30	\$ 5,038.60
9	LIC-CAM-3Y	3-Year Camera License		DIR-CPO-5057	18	\$ 384.30	\$ 6,917.40
10	LIC-CH52-3Y	Verkada 3-Year Ch52 Multisensor Camera License		DIR-CPO-5057	2	\$ 1,154.30	\$ 2,308.60
11	3P SERVICES: Rugged Deployments	Installation of Cameras as outlined in SOW		DIR-CPO-4754	1	\$ 11,912.78	\$ 11,912.78

Quote Number:

Q-02218

12	SERVICES: PROJECT MANAGEMENT	GTS Project Management	DIR-CPO-4754	1	\$ 0.00	\$ 0.00
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Manor City Hall

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
13	CD42-256-HW	Verkada Cd42 Indoor Dome		DIR-CPO-5057	8	\$ 699.30	\$ 5,594.40
		Camera, 256Gb, 30 Days Max					
14	CD52-256E-HW	Verkada Cd52-E Outdoor Dome		DIR-CPO-5057	6	\$ 979.30	\$ 5,875.80
		Camera, 256Gb, 30 Days Max					
15	LIC-CAM-3Y	3-Year Camera License		DIR-CPO-5057	14	\$ 384.30	\$ 5,380.20
16	3P SERVICES: Rugged Deployments	3P SERVICES: Rugged Deployments		DIR-CPO-4754	1	\$ 6,676.80	\$ 6,676.80
17	SERVICES: PROJECT MANAGEMENT	GTS Project Management		DIR-CPO-4754	1	\$ 0.00	\$ 0.00

Manor Public Works

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
18	ACC-MNT-2	Verkada: Arm Mount		DIR-CPO-5057	3	\$ 62.30	\$ 186.90
19	ACC-MNT-9	Verkada: Pole Mount, 2nd Generation		DIR-CPO-5057	3	\$ 146.30	\$ 438.90
20	CD52-256E-HW	Verkada Cd52-E Outdoor Dome		DIR-CPO-5057	11	\$ 979.30	\$ 10,772.30
		Camera, 256Gb, 30 Days Max					
21	LIC-CAM-3Y	3-Year Camera License		DIR-CPO-5057	11	\$ 384.30	\$ 4,227.30
22	3P SERVICES: Rugged Deployments	3P SERVICES: Rugged Deployments		DIR-CPO-4754	1	\$ 3,715.35	\$ 3,715.35
23	SERVICES: PROJECT	GTS Project Management		DIR-CPO-4754	1	\$ 0.00	\$ 0.00

QUOTE

Quote Number:

Q-02218

MANAGEMENT

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.

Sales Total:	\$ 83,664.83
Freight & Misc:	\$ 0.00
Tax Total:	\$ 0.00
Total (USD):	\$ 83,664.83



Technik Enterprises, LLC

P.O Box 17875
 AUSTIN, TX 78760
 (512) 243-8007

Estimate

Eric Sutton

Customer

Name **Michael Pachnik - City of Manor**
 Address _____
 City **Manor** State **TX** ZIP _____
 Phone **mpachnik@manortx.gov** **512-365-9311**

Date **3/7/2024**
 Terms: **50% Prior**
 Estimate # **4111**
 Expires **3/22/2024**

Qty	Description	Unit Price	TOTAL
Manor Campus Camera Upgrade Budget Estimate			
1	40TB Blackjack Server	\$10,778.40	\$10,778.40
32	4MP IP Dome cameras	\$434.52	\$13,904.64
1	16 Ch HD Encoder	\$1,238.54	\$1,238.54
32	Camera Junction Boxes	\$26.78	\$856.96
32	Camera Wall Mounts	\$68.31	\$2,185.92
32	Camera Licenses	\$116.67	\$3,733.44
1	16 Port POE Switch	\$746.24	\$746.24
<p>Note: Camera upgrade for City Hall, Police Department, and Public Works</p>			
1	Misc. Parts & Supplies	\$836.10	\$836.10
48	Labor	\$125.00	\$6,000.00
0	EHP Charge (Based on Site Requirements)	\$25.00	\$0.00
<p>Notes: "Others" to provide all structure, conduit, junction boxes, wire chase ways, 110VAC, Network, POE+, Internet access, and any additional insurance or other requirements not included in scope of work. Any warranty period provided by Technik begins with beneficial use. Signed Contract and initial payment required prior to start of any work.</p> <p style="color: red; text-align: center;">Ask us about our Financing options</p>			

ALL PRICING BASED ON CASH DISCOUNT

Project	\$4,028.02
SUBTOTAL	\$44,308.27
Shipping & Handling	\$0.00
Estimated Tax Rate	8.25%
& Taxes TX	\$3,655.43
ESTIMATED TOTAL	\$47,963.70

[Redacted]

Eric Sutton

[Redacted]

Office Use Only



STATE OF TEXAS)
)
COUNTY OF TRAVIS) SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into this ____ day of _____, 20__ for City of Manor City Hall and Public Works Cabling (this "Agreement") is made and entered into by and between the City of Manor, Texas, a Texas municipal corporation ("the City") and Absolute Communications & Network Solutions, Inc., a Texas corporation (the, "Contractor"), located at 152 Windy Meadows Dr., Schertz, TX 78154 (the City and the Contractor may be collectively referred to as, "the Parties").

WITNESSETH:

WHEREAS, the City would like to contract with the Contractor for the Services subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as Exhibit A ("the Services"). Should any term or condition contained in the document attached hereto as Exhibit A conflict the terms and conditions contained in this Agreement, the terms and conditions of this Agreement supersede and control over those in the document attached hereto as Exhibit A. It is agreed and understood that the City is a political subdivision of the State of Texas and bound to certain statutory requirements when contracting for goods and services.

2. Commencement and Completion of Services. Contractor shall begin Services on upon receipt of this fully executed Agreement. Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement: **October 6, 2024**.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) (if applicable) the date all of the Services are complete, the Compensation has been fully paid, the warranty period has expired, and any warranty work required has been completed and accepted by the City; or b) **October 6, 2024**. Either Party may extend the Initial Term for an additional period of one year by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit A, provided that the total amount for services under this Agreement shall not exceed **\$1715.77**. The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.

5. WARRANTY AND DEGREE OF CARE. CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL

SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

7. Insurance. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

9. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.

13. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

14. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Manor, Texas
Attention: City Manager
105 E. Eggleston St.
Manor, TX 78653

With a copy to:
The Knight Law Firm
223 E. Anderson Ln.
Austin, TX 78752

In case of Contractor, to:
Absolute Communications and Network Solutions, Inc.
152 Windy Meadow
Schertz, TX 78154

15. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

17. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

18. Statutory Verifications.

To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Contractor represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Contractor represents that the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

The Contractor hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain

from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

19. The following provisions of the Standard Terms and Conditions incorporated by terms of the quote attached hereto as **Exhibit A** are hereby amended as follows:

2.5 Effects of Termination. Upon any termination that requires the return of any equipment, the Company and Customer will agree upon the time and place of return that will occur within 30 days of termination.

10.2 Indemnification. To the extent permitted by law, Customer shall indemnify, defend, and hold harmless the Company, its parent, subsidiaries and affiliates, and the foregoing entities' respective officers, directors, employees, heirs, successors and assigns (collectively, the "Indemnified Party") from and against all claims, actions, liabilities, losses, damages, costs, and expenses to the extent caused by or arising out of (1) Customer's violation or infringement of the intellectual rights (including, but not limited to, patents, copyrights, trademarks, and trade secrets) of any third party; (2) Customer's breach or violation of any Applicable Laws in connection with the performance or non-performance of its obligations under the Agreement; and/or (3) the negligence, gross negligence, or willful or intentional misconduct of Customer (including, but not limited to, its employees, subcontractors, agents, and representatives) in the performance or non-performance of its obligations under the Agreement.

10.3 DELETED IN ITS ENTIRETY.

11.3 Customer shall maintain risk pool insurance during the term of the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals:

CONTRACTOR:

By: _____
Name: _____
Title: _____

THE CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
City Secretary

EXHIBIT LIST:
EXHIBIT "A" – QUOTE

**EXHIBIT A
SEE ATTACHED**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Ryan Phipps, Chief
DEPARTMENT: Police

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, Amending Variance Processes.

BACKGROUND/SUMMARY:

The requested amendments are as follows; 1) assigning maintenance of the child safety zone map to the Development Services Director; 2) removing the City Secretary from the process in requesting a variance making the process more streamlined; 3) increasing the Chief’s response time from 15 days to 30 days to allow further investigation as well as accommodate internal processes when a request is received; and 4) corrective language.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 752

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 752 Amending Ordinance No. 421 and Chapter 8 Offenses and Nuisances, Section 8.03 Sex Offender Residency, Changing Designated City Staff, and Amending Variance Processes.

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

ORDINANCE NO. 752

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING ORDINANCE NO. 421 AND CHAPTER 8 OFFENSES AND NUISANCES, SECTION 8.03 SEX OFFENDER RESIDENCY, CHANGING DESIGNATED CITY STAFF, AMENDING VARIANCE PROCESSES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule municipality; and

WHEREAS, the City Council of the City of Manor, Texas (the “City Council”) finds and declares that certain sex offenders are a serious threat to public safety and have a compelling interest to protect children from such individuals; and

WHEREAS, the City Council finds that the recidivism rate for certain released predator sex offenders is alarmingly high, especially for those who commit their crimes against children; and

WHEREAS, the City of Manor Code of Ordinances provides a 2,000 foot safety zone for residency of individuals convicted of certain sexual offenses requiring them to be registered on the Texas Department of Public Safety's Public Sex Offenders Database; and

WHEREAS, the City Council finds that amendments to staffing requirements and variance timeframes will enable a more efficient process for the oversight of the residency requirements and the variance process.

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

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

SECTION 2. Evidentiary Matters; Measurements. The City Council hereby amends Section 8.03.004(d) to read as follows:

“(d) A map depicting the 2,000-foot child safety zones shall be maintained by the City. With input from the Manor Police Department Detective over Sex Offender Registration, the Development Services Director or their designee shall review, update or modify the map as deemed necessary. The map will be available to the public at the Manor Police Department and on the City’s website.”

SECTION 3. Request for Variance. The City Council hereby amends Section 8.03.006 (b) through (d) in their entirety to read as follows:

“(b) A request for a variance from the terms of this article shall be submitted in writing to the Manor Police Department Detective over Sex Offender Registration or their designee and shall include the following information:

- (1) The person's name and address;
- (2) The offense(s) requiring registration on the Database for which the person was convicted;
- (3) Date(s) of conviction(s);
- (4) The specific grounds supporting the person's request for a variance; and
- (5) Any other information requested by the City.

(c) The Chief of Police may grant a variance request based upon the grounds set forth in Section 6. The Chief of Police shall issue a written ruling on a variance request within thirty (30) business days of receiving a completed application. The Chief of Police's ruling may be appealed to the City Council by submitting a written request for appeal to the City Secretary within ten (10) days from the date of the Chief of Police's ruling or the deadline for issuance of a ruling, in the event the Chief of Police does not make a ruling within the required time period. Upon receipt of a written appeal, the City Secretary shall schedule the appeal for the next regularly scheduled City Council meeting for which notice can be lawfully posted.

(d) In addition to the grounds set forth herein, the City Council may grant a variance if it finds that the facts and circumstances demonstrate that the Registrant's temporary or permanent residence within the child safety zone will not be a danger to children. A variance requested under this subsection (d) may be granted by the City Council only. A person who seeks a variance under this section shall apply for a variance as provided in subsection (b) of this section. Upon receipt of a completed application, the Manor Police Department shall process it and submit it to the City Secretary to schedule. The City Secretary shall schedule the variance request for the next regularly scheduled City Council meeting for which notice can be lawfully posted by the City Secretary. The person requesting the variance shall be notified of the City Council's decision in writing.”

SECTION 4. Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern. This Ordinance amends Ordinance No. 421.

SECTION 5. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all requirements of the provisions of any ordinances affecting council compensation within the City which have accrued at the time of the effective date of this ordinance.

SECTION 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

SECTION 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph, or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

[signatures follow on next page]

ORDINANCE NO. 752

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PASSED AND APPROVED on this 18th day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Belen Peña, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a bank depository services agreement with Frontier Bank and the City of Manor.

BACKGROUND/SUMMARY:

The depository agreement expired on November 30, 2023. Staff recommends approval to extend the agreement with an expiration date of September 30, 2025, to allow staff to solicit Requests for Applications (RFA) in 2025 to provide primary depository bank services.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Depository Services Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a bank depository services agreement with Frontier Bank and the City of Manor with an expiration date of September 30, 2025.

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

BANK DEPOSITORY SERVICES AGREEMENT

This Bank Depository Services Agreement (the “Agreement”) is made and entered into as of this _____ day of June 2024 by and between the City of Manor, Texas, a municipal corporation (hereinafter referred to as “Depositor”) and Frontier Bank, a State chartered bank and licensed to conduct business in State of Texas (hereinafter referred to as “Bank”). The Depositor and Bank are sometimes referred to herein as the “Parties.”

RECITALS:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, Depositor and Bank previously entered into that certain Bank Depository Services Agreement (the “Original Agreement”) dated December 5, 2018 for Depositor to serve as the depository for Depositor's general fund accounts which expired on November 30, 2023; and

WHEREAS, the Parties desire for Bank to continue to provide banking services under the same or similar terms and conditions as the Original Agreement for another extension period as described herein; and

WHEREAS, Depositor hereby designates the Bank as its depository for banking services commencing December 1, 2023, through September 30, 2025.

AGREEMENT:

NOW THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.
2. **General.** All services rendered to Depositor by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instruction of Depositor pursuant to Bank's standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Depositor's Bank Services RFP during the term of this Agreement and any extensions thereof.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank's Response to Depositor's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

4. **Term.** The term of this Agreement shall begin December 1, 2023 and expire on September 30, 2025 including all addenda, schedules, and exhibits provided in the Original Agreement and subject to the same provisions and pricing as the initial term of the Original Agreement.
5. **Continued Performance of Services.** Bank agrees to continue performing the services as designated herein and the Original Agreement.
6. **Termination Provisions Upon Default.** If either Party shall fail in any manner to discharge performance related obligations or any material obligation under this Agreement, the non-breaching Party may, upon providing the breaching Party with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for breach of contract by Bank, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
7. **Compensation.** Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the Bank's fees and costs for services stated in Bank's response to Depositor's Bank Services RFP. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the Bank's Response to Depositor's Bank Services RFP, including services, materials, training, equipment, travel, overhead, and expenses.
8. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Depositor's Bank Services RFP (incorporated by reference), Bank's Response to Depositor's Bank Services RFP and the Collateral Security Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. This Agreement may not be amended except by written agreement approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.
9. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below: Depositor:

Bank: Frontier Bank
 1213 Hwy 290
 Elgin, TX 78621
 Attn: _____

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

With a copy to: The Knight Law Firm, LLP
 Attn: Paige H. Saenz/Veronica Rivera
 223 W. Anderson Lane, Suite A105
 Austin, Texas 78752

Changes to the notice address may be made by either party upon written notice to the other party.

10. **Effective Date.** The Effective Date of this Agreement is December 1, 2023.
11. **Indemnification.** Bank hereby expressly agrees to indemnify Depositor, its officials and employees and its agents and agents' employees, from and against all third-party claims, suits, demands, and causes of action (collectively, "Claims"), and resulting costs, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses), to the extent that such Claims are based upon or result from any act of gross negligence, willful misconduct, error or omission of Bank in connection with the performance of services under this Agreement. Bank's obligations pursuant to this section with respect to a Claim are subject to the continuing satisfaction of the following conditions: (a) each relevant indemnified party shall promptly advise Bank in writing that its right of indemnification set forth in this section applies or may apply to the Claim; and (b) the party seeking indemnification shall (i) permit Bank, at Bank's sole option and expense, to control the response to such Claim and the defense thereof; (ii) reasonably cooperate with and assist Bank in connection with the defense and/or settlement of such Claim; and (iii) not settle, compromise or otherwise prejudice the defense of such Claim without the prior written agreement of Bank, which may be granted or withheld in Bank's sole discretion. Bank shall have the right to settle or compromise any such Claim for which it has assumed control, provided, however, that Bank shall not cause Depositor to be bound by any equitable or non-monetary remedy without the prior written consent of Depositor, which consent shall be at Depositor's sole discretion. This provision shall survive termination and/or completion of this Agreement.
12. **No Partnership or Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.
13. **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by the Parties and the third party. Absent a written agreement between the Parties and a third

party providing otherwise, if a Party defaults with respect to an obligation of that Party under this Agreement, any notice of default or action seeking a remedy for such default must be made by the non-defaulting Party.

14. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.
15. **Severability.** Any clause, sentence, provision, paragraph, or section of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or section so held to be invalid, illegal, or ineffective.
16. **Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Bank represents that neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
17. **Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Bank represents that neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
18. **Anti-Boycott Verification – Energy Companies.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit

or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

19. **Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** Bank hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
20. **Entity Status.** By my signature below, I certify that Bank is a State chartered bank, duly licensed and authorized to transact and do business in the State of Texas.
22. **Acknowledgement.** As a duly authorized representative of Bank, I acknowledge by my signature below that I have read and understand the above paragraphs and that Bank has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

This Agreement is executed as of the Effective Date provided herein.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,
a municipal corporation

Dr. Christopher Harvey, Mayor
Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

FRONTIER BANK,
a State chartered bank

Name: _____
Title: _____
Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Belen Peña, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a bank depository services agreement with Independent Bank and the City of Manor.

BACKGROUND/SUMMARY:

The depository agreement expired on November 30, 2023. Staff recommends approval to extend agreement with an expiration date of September 30, 2025, to allow staff to solicit Requests for Applications (RFA) in 2025 to provide primary depository bank services.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Depository Services Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a bank depository services agreement with Independent Bank and the City of Manor with an expiration date of September 30, 2025.

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

BANK DEPOSITORY SERVICES AGREEMENT

This Bank Depository Services Agreement (the "Agreement") is made and entered into as of this _____ day of June 2024 by and between the City of Manor, Texas, a municipal corporation (hereinafter referred to as "Depositor") and Independent Bank, a State chartered bank and licensed to conduct business in State of Texas (hereinafter referred to as "Bank"). The Depositor and Bank are sometimes referred to herein as the "Parties."

RECITALS:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, Depositor and Bank previously entered into that certain Bank Depository Services Agreement (the "Original Agreement") dated January 17, 2019, for Depositor to serve as the depository for Depositor's general fund accounts which expired on November 30, 2023; and

WHEREAS, the Parties desire for Bank to continue to provide banking services under the same or similar terms and conditions as the Original Agreement for another extension period as described herein; and

WHEREAS, Depositor hereby designates the Bank as its depository for banking services commencing December 1, 2023, through September 30, 2025.

AGREEMENT:

NOW THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.
2. **General.** All services rendered to Depositor by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instruction of Depositor pursuant to Bank's standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Depositor's Bank Services RFP during the term of this Agreement and any extensions thereof.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank's Response to Depositor's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

In addition, Depositor and Bank agree to the following terms:

- (a) Account depository account rates will be based on the Fed Funds Target Rate, index source below:
<https://fred.stlouisfed.org/series/DFEDTARU>; and
 - (b) Any new TM Products and Services will be priced at the prevailing Bank price schedule at the time of request.
4. **Term**. The term of this Agreement shall begin December 1, 2023 and expire on September 30, 2025 including all addenda, schedules, and exhibits provided in the Original Agreement and subject to the same provisions and pricing as the initial term of the Original Agreement.
5. **Continued Performance of Services**. Bank agrees to continue performing the services as designated herein and the Original Agreement.
6. **Depositor Representatives**. Depositor will designate in writing the individual or individuals who are authorized to act on behalf of Depositor with respect to all matters arising under this Agreement, including without limitation issuing instructions, making withdrawals or transfers, and ordering payments. Bank will be entitled to rely upon any written or other instruction, direction, order or other communication given by a representative designated by Depositor, believed in good faith by Bank to be genuine and to have been given by the proper person or persons, without necessity of further investigation. Bank may decline to implement any such instruction, direction or order, even if validly given, when in receipt of conflicting instructions, directions or orders from designated representatives. Bank shall not incur liability, for any action taken or omitted in reliance upon any such instruction, direction, order or other communication, except for its own bad faith, gross negligence or willful misconduct.
7. **Termination Provisions Upon Default**. If either Party shall fail in any manner to discharge performance related obligations or any material obligation under this Agreement, the non-breaching Party may, upon providing the breaching Party with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for breach of contract by Bank, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
8. **Compensation**. Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the Bank's fees and costs for services stated in Bank's response to Depositor's Bank Services RFP. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the

Bank's Response to Depositor's Bank Services RFP, including services, materials, training, equipment, travel, overhead, and expenses.

9. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Depositor's Bank Services RFP (incorporated by reference), Bank's Response to Depositor's Bank Services RFP and the Collateral Security Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. This Agreement may not be amended except by written agreement approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.
10. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below: Depositor:

Bank: Independent Bank
1600 Redbud Blvd
McKinney TX 75069
Attn: Noah Elrod

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

With a copy to: The Knight Law Firm, LLP
Attn: Paige H. Saenz/Veronica Rivera
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

Changes to the notice address may be made by either party upon written notice to the other party.

11. **Effective Date.** The Effective Date of this Agreement is December 1, 2023.
12. **Indemnification.** Bank hereby expressly agrees to indemnify Depositor, its officials and employees and its agents and agents' employees, from and against all third-party claims, suits, demands, and causes of action (collectively, "Claims"), and resulting costs, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses), to the extent that such Claims are based upon or result from any act of gross negligence, willful misconduct, error or omission of Bank in connection with the performance of services under this Agreement. Bank's obligations pursuant to this section with respect to a Claim

are subject to the continuing satisfaction of the following conditions: (a) each relevant indemnified party shall promptly advise Bank in writing that its right of indemnification set forth in this section applies or may apply to the Claim; and (b) the party seeking indemnification shall (i) permit Bank, at Bank's sole option and expense, to control the response to such Claim and the defense thereof; (ii) reasonably cooperate with and assist Bank in connection with the defense and/or settlement of such Claim; and (iii) not settle, compromise or otherwise prejudice the defense of such Claim without the prior written agreement of Bank, which may be granted or withheld in Bank's sole discretion. Bank shall have the right to settle or compromise any such Claim for which it has assumed control, provided, however, that Bank shall not cause Depositor to be bound by any equitable or non-monetary remedy without the prior written consent of Depositor, which consent shall be at Depositor's sole discretion. This provision shall survive termination and/or completion of this Agreement.

13. **No Partnership or Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.
14. **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by the Parties and the third party. Absent a written agreement between the Parties and a third party providing otherwise, if a Party defaults with respect to an obligation of that Party under this Agreement, any notice of default or action seeking a remedy for such default must be made by the non-defaulting Party.
15. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.
16. **Severability.** Any clause, sentence, provision, paragraph, or section of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or section so held to be invalid, illegal, or ineffective.
17. **Limitation of Liability.** Neither Party will be liable to the other for any indirect, special, incidental, punitive or consequential damages, including lost profits, income or goodwill, regardless of whether or not such Party has been advised of the possibility of such damages, caused by or resulting from any breach of this Agreement or arising out of the performance of this Agreement.
18. **Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Bank represents that

neither the Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

19. **Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Bank represents that neither Bank nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Bank is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
20. **Anti-Boycott Verification – Energy Companies.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
21. **Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations.** Bank hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail

- seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
22. **Entity Status.** By my signature below, I certify that Bank is a State chartered bank, duly licensed and authorized to transact and do business in the State of Texas.

21. **Acknowledgement.** As a duly authorized representative of Bank, I acknowledge by my signature below that I have read and understand the above paragraphs and that Bank has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

This Agreement is executed as of the Effective Date provided herein.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,
a municipal corporation

Dr. Christopher Harvey, Mayor
Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

INDEPENDENT BANK,
a State chartered bank

Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Belen Peña, Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance amending and replacing Ordinance No. 271 to adopt an investment policy for the City of Manor, Texas.

BACKGROUND/SUMMARY:

The City Council approved Ordinance No. 271 adopting an investment policy in 2005, the attached investment policy updates provisions and includes provisions that needed updating due to amendments made to Chapter 2256 of the Texas Government Code. The attached Ordinance is provided for City Council consideration.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 749
- Exhibit A - Investment Policy

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve Ordinance No. 749 amending and replacing Ordinance No. 271 to adopt an investment policy for the City of Manor, Texas.

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

ORDINANCE NO. 749

AN ORDINANCE OF THE CITY OF MANORY, TEXAS, AMENDING AND REPLACING ORDINANCE NO. 271 TO ADOPT AN INVESTMENT POLICY, PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Manor, Texas (the “City”) is a home rule municipality having the full power of local self-government pursuant to its Charter, Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

Whereas, the City has had a formal investment policy in place governing the investment and management of the City’s funds and financial resources; and

Whereas, amendments to Texas Government Code Chapter 2256 requires the City to review and update its investment policy and strategies; and

Whereas, the City Council of the City (the “City Council”) finds that it is prudent to adopt an updated investment policy consistent with amendments made to Texas Government Code Chapter 2256.

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 incorporated herein for all purposes as findings of fact.

Section 2. Adoption and Repeal. The City Council hereby amends and replaces Ordinance No. 271 in its entirety by adopting the authorized investment policy of the City of Manor, Texas (the “Investment Policy”) as provided for in Section 3 of this Ordinance and repeals all previously adopted investment policies.

Section 3. City of Manor Investment Policy. The City Council hereby authorizes that the funds and financial resources of the City of Manor be managed and invested in conformance with the provisions and requirements of the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "Act") and the Investment Policy attached hereto as **Exhibit A** and incorporated by reference herein for all purposes.

Section 4. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of such conflict and shall hereinafter read as provided herein. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 5. **Savings Clause.** All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances affecting the investment policy of the City which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. **Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 8. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code and the City Charter.

PASSED AND ADOPTED this the 18th day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

Exhibit A
Investment Policy
[attached]

CITY OF MANOR INVESTMENT POLICY

PURPOSE:

The objectives of the Investment Policy of the City of Manor is to provide a means to invest available funds in such a manner as to safely preserve the principle, minimize risk, maintain liquidity, and obtain a yield that is commensurate with the risk and prevailing rates of interest available in the marketplace in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"), Public Funds Collateral Act, Chapter 2257, Texas Government Code, and other applicable federal, state and local requirements.

SCOPE:

This Investment Policy applies to the cash management and investment activities of the City. All financial assets of the City, including the following fund types, shall be administered in accordance with the provisions of these policies.

- General Fund
- Special Revenue Fund
- Debt Service Fund
- Enterprise Fund
- Internal Service Fund
- Trust and Agency Fund
- All other funds as may be required or created from time to time.

OBJECTIVES:

The cash management and investment of all funds shall be governed by the following investment objectives, in order of priority:

1. **Safety.** The primary objective of the City's investment activity is the preservation and safety of principal. Each investment transaction shall seek to first avoid capital losses, whether they arise from issuer defaults or erosion of market value. Credit risk shall be managed through collateralization of bank deposits and prohibition of corporate entity risk.
2. **Liquidity.** The City's investment portfolio is to remain sufficiently liquid to meet operating requirements. Liquidity shall be achieved by matching investment maturities with estimated cash flow requirements, maintaining liquid reserves and by investing in securities with active secondary markets.
3. **Diversification.** Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of investment, when appropriate. Cash flow projections shall be utilized to spread investment maturities, smooth market fluctuations, and reduce reinvestment risk.
4. **Yield.** The City's investment activity shall seek to earn competitive market rates of return commensurate with the appropriate level of risk.

LEGAL LIMITATIONS. Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256 Texas Government Code. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public funds' deposits. All investments will be made in accordance with these statutes.

DELEGATION OF AUTHORITY:

The City Council of the City of Manor, Texas, designates the Finance Director of the City of Manor, Texas, as the City's Investment Officer. The Finance Director shall establish procedures for the operation of the investment program consistent with this Investment Policy. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate all investment activities. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established.

The City Council shall annually adopt resolutions attesting to its review and approval of the City's investment providers and Investment Policy, including investment strategies. To ensure the quality and capability of the City's Investment Officer, the City approved periodic courses and seminars. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the Investment Officer took office or assumed the Officer's duties or as required by any applicable law or regulation. Additionally, the Investment Officer shall attend an investment training session not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date and shall receive not less than 8 hours of instruction relating to investment responsibilities. The investment training session shall comply with the investment training requirements of State law and be provided by the following approved independent training sources: Texas Municipal League, Government Finance Officers' Association, Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, Council Of Governments, University of North Texas Center for Public Management, and American Institute of Certified Public Accountants.

The City shall, in conjunction with its annual financial audit, perform a compliance audit of management controls on investments and adherence to the City's Investment Policy.

PRUDENCE:

Investments shall be made with judgment and care under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

The Investment Officer shall seek to act responsibly as custodians of the public trust. The Investment Officer shall avoid any transactions that might impair public confidence in the City's ability to govern effectively. The City Council of the City of Manor, Texas, recognizes that in a diversified portfolio, occasional measured losses due to market volatility are inevitable, and must be considered within the context of the overall portfolio's return and that the Investment Officer acting in accordance with written procedures and exercising prudence shall be relieved of personal liability and responsibility for an individual investment's performance.

ETHICS:

The Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Investment Officer shall disclose to the City Council of the City of Manor, Texas, any material financial interests in financial institutions that conduct business with the City and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. The Investment Officer shall subordinate their personal investment transactions to those of the City of Manor, Texas.

If the Investment Officer has a personal business relationship with an entity seeking to sell an investment to the City or is related within the second degree by affinity or consanguinity, to an individual seeking to sell an investment to the City, the Investment Officer shall file a statement of disclosure with the City Council of the City of Manor, Texas, and the Texas Ethics Commission.

REPORTING:

At least quarterly, the Investment Officer shall provide to the City Council of the City of Manor, Texas, an investment report that complies with applicable law and includes, but is not limited to:

- Detailed description of the City's investment position,
- Summary statement of each pooled fund group (if applicable),
- Beginning and ending book and market value of each separately invested asset by fund and asset type,
- Maturity date of each asset, and
- Signature of the Investment Officer attesting to the portfolio's compliance with the Investment Policy and State law.

The market valuations obtained by the City shall be from independent sources believed to be accurate and representative of the securities' true value.

At least annually, the City's independent auditor shall formally review each quarterly report in conjunction with the annual audit and report the results to the City Council of the City of Manor, Texas.

INVESTMENTS:

Authorized Investment Instruments - Financial assets of the City may be invested in:

- Obligations of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks, but excluding all mortgage backed securities;
- Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by, the full faith and credit of the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- Financial institution deposits that are issued by a state or national bank, a savings bank or a state or federal credit union that a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, and b) is secured by obligations in a manner and amount provided by law for deposits of the City, or c) is placed through a depository institution or approved broker that has its main office or a branch office in Texas that meets the requirements of the Act.

- Security and Exchange Commission (the "SEC") registered, no load, government money market mutual funds that comply with the requirements of State Law;
- Texas local government investment pools that seek to maintain a stable dollar asset value, would be described as "government" portfolios, are specifically authorized by the City Council of the City of Manor, Texas and comply with the requirements of State law;
- Investment pools that provide fixed maturity, fixed yields investments, are specifically authorized by the City Council of the City of Manor, Texas, and comply with the requirements of State law; and
- Repurchase agreements (direct security repurchase agreements) collateralized by a combination of cash and obligations of the United States or its agencies or instrumentalities and that comply with the requirements of State law.

Non- Authorized Investments:

- Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, or collateralized mortgage obligations with an inverse floating interest rate coupons or a maturity date of over 10 years are strictly prohibited.
- With respect to authorized investments, this Policy is more restrictive than the Public Funds Investment Act.
- All securities transactions shall be executed on a delivery versus payment basis and all securities shall be held in safekeeping by an independent third-party institution approved by the City Council of the City of Manor, Texas
- The Investment Officer may not place any investment with or through a local government investment pool or discretionary investment management firm that has not delivered a written certification to the City as required by State law or, with broker/dealers that have not been authorized by the City Council of the City of Manor, Texas.
- Competitive Environment - To create a competitive pricing environment for each investment transaction, the City will solicit quotations from multiple authorized broker/dealers or financial institutions. The City is not required to liquidate investments that were authorized at the time of purchase.

MAXIMUM MATURITY:

No individual investment will be made for longer than a 24 month period except with approval of the City Council of the City of Manor, Texas. The maximum average dollar weighted maturity allowed for pooled investments, based on the maturity date for the portfolio, shall not exceed ninety days.

AUTHORIZED INVESTMENT PROVIDERS:

The Investment Officer shall establish criteria to evaluate Investment Advisors and Providers, including:

- Adherence to the City's policies and strategies;
- Investment performance and transaction pricing within accepted risk constraints;
- Responsiveness to the City's request for services, information and open communication;
- Understanding of the inherent fiduciary responsibility of investing public funds; and
- Similarity in philosophy and strategy with the City's objectives.

Selected Investment Advisors and Providers shall provide timely transaction confirmations and activity reports and must be registered under the Investment Advisors Act of 1940 or with the State Securities Board.

A contract with an Investment Advisor may not be for a term longer than two years and must be approved by the City Council of the City of Manor, Texas.

Investment Providers and Approved List - A list will be maintained of "primary" dealers or regional dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule). Broker/dealers who desire to become qualified for investment transactions must supply the following information as appropriate:

- Proof of Financial Industry Regulatory Authority (FINRA) registration.
- Proof of State registration.
- Any other information required by local, state, or federal laws or regulations.

The Investment Officer shall review, revise, and adopt a list of authorized broker/dealers at least annually.

Eligible Investment Provider Organizations - Organizations eligible to transact investment business with the City shall be presented a written copy of this Investment Policy. Additionally, the qualified representative of a local government investment pool or a fully discretionary investment advisory firm seeking to transact investment business shall execute a written instrument substantially to the effect that the qualified representative has:

- Received and thoroughly reviewed this Investment Policy
- Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy or any applicable law, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.
- The City shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

DEPOSIT FUNDS:

Funds on deposit with the City's financial institution(s) whether or not they are interest bearing, shall not be considered as investments and deposits to and withdrawals from bank accounts by authorized personnel shall not be restricted by this Investment Policy. The Committee shall monitor funds on deposit described herein to assure that they are fully insured or have had bonds and securities pledged by the institution sufficient to protect the full amount of the deposits and as required by all applicable laws and regulations. The Committee shall have the authority to determine what portion of those funds should be available for investment and to authorize investments from those funds. The Committee shall also have the option to purchase a Certificate of Deposit with an FDIC insured financial institution as an investment provided the deposit is fully protected.

SAFEKEEPING AND CUSTODIAN OF COLLATERAL:

The City shall contract with a bank or banks for the safekeeping of securities whether owned by the City as part of its investment portfolio or held as collateral to secure demand, interest bearing checking, or time deposits. Securities owned by the City shall be held in the City's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by the depository bank's trust department, a

Federal Reserve bank or branch of a Federal Reserve bank, a Federal Home Loan Bank, or a third-party bank approved by the City.

COLLATERALIZATION:

Consistent with the requirements of the Public Funds Collateral Act, Chapt. 2257, Tex. Gov't Code, as amended, it is the policy of the City of Manor to require full collateralization of all city funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with which the City has a current custodial agreement. The City Secretary is responsible for entering into collateralization agreements with third party custodians in compliance with this policy, subject to the approval of the City Council. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (a safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged security is adequate.

The City shall only accept the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities.
- Direct obligations of the State of Texas or its agencies and instrumentalities.
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten years or less.
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A.
- A letter of credit issued to the City by the Federal Home Loan Bank.

CREDIT DOWNGRADE PROVISION:

Not less than quarterly, the Investment Committee will obtain from a reliable source the current credit rating for each held investment that has a PFIA-required minimum rating. An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Reconsideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.
Applicant: Professional StruCIVIL Engineers Inc.
Owner: Najib Wehbe

BACKGROUND/SUMMARY:

This property is concurrently being annexed and zoned C-2 Medium Commercial. C-2 Medium Commercial zoning requires a Specific Use Permit to be approved for gas station uses.
 They are proposing a 14,020 sf convenience store and market, 6 MPDs (12 fueling locations), and 3 diesel MPDs.
 The closest existing gas stations are 8,536 feet to the west and 2,526' to the east. The gas station 8,536' away is on the westbound side of US 290 (the same side as this proposed gas station) and the one 2,526' away is on the eastbound side of US 290 (the opposite side of the road as the proposed gas station).
 As proposed, the conceptual layout meets the city's requirements for gas stations on US 290:

Gas Station, Limited	<ul style="list-style-type: none"> • See article 4.02, Alcoholic Beverages.
	<ul style="list-style-type: none"> • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> • Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:

	<ul style="list-style-type: none"> ◻ The property is located along and has direct access from US Highway 290 East. ◻ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).
	<ul style="list-style-type: none"> • In the neighborhood business (NB) and light commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p>Acceptable Pump Arrangement</p> <pre>X X X X</pre> <p>Unacceptable Pump Arrangement</p> <pre>X X X X</pre>
	<ul style="list-style-type: none"> • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

Staff recommends a discussion on the site’s layout. Our architectural standards state that canopies should be oriented away from intersections. An example gas station layout has been provided in the backup that shows the gas pumps to the side of the building and the diesel pumps in the rear of the building. This allows the front of the building and any retailers who are located in that space to have open access and views to US 290.

It should also suggest discussing limiting or prohibiting the ability for large commercial vehicles/tractor-trailers to park overnight on the property.

When considering a Specific Use Permit, the following are the listed criteria for approval:

Section 14.03.005: In recommending that a specific use permit for the premises under consideration be granted, the planning and zoning commission shall determine that such proposed use(s) are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, protective

screening and open space, area or security lighting, heights of structures and compatibility of buildings. The planning and zoning commission and city council shall consider the following criteria in determining the appropriateness of the specific use permit request:

- (1) Whether the use is harmonious and compatible with its surrounding existing uses or proposed uses;
- (2) Whether the activities requested by the applicant are normally associated with the requested use;
- (3) Whether the nature of the use is reasonable; and
- (4) Whether any adverse impact on the surrounding area has been mitigated.

At the April 10, 2024 P&Z, it was recommended:

1. The canopy be turned 90 degrees and placed to the side of the building
2. The diesel pumps be removed
3. Electric charging stations added
4. Overnight truck parking be prohibited
5. A TIA or traffic improvements be shown

The applicant/developer has revised the site to meet some of the recommended changes.

1. They complied with the gas canopy, EV charging stations, overnight parking, and traffic improvements being shown
2. They kept the diesel pumps and would like to continue the discussion on those remaining
 - a. They've added a center turn lane to FM 1100 to widen that road as well as providing for separate left and right turn lanes at the intersection of US 290. This modification was to address the concerns about the turning radius for trucks exiting onto FM 1100 as well as vehicles blocking the turn lane when it was only 1 lane.
3. They also increased the number of fuel pumps from the original request from six (6) to eight (8) and increased the diesel pumps from three (3) to four (4).
 - a. If the City Council is inclined to approve this SUP, the number of gas and diesel pumps must be in the motion

At the April 10th P&Z meeting, they made recommendations to the site but postponed action so they can be provided more information on the traffic improvements. At the April 17th City Council meeting the P&Z recommendations were discussed, but because a recommendation was not provided, the item was postponed.

This item came back before the Planning and Zoning Commission on May 8th and they voted 4 – 2 to recommend approval with the 8 gas MPDs, 4 diesel MPDs, 3 EV charging stations, canopy turn 90 degrees and to the side of the building, no overnight truck parking, and TxDOT traffic improvements as shown on the conceptual site plan. The request to have no diesel pumps was removed as a SUP requirement because the P&Z considered the additional traffic improvements to FM 1100 satisfactory to alleviate their concerns about large commercial vehicles exiting the property as well as causing delays at the intersection with US 290.

The 2 Commissioners who voted against the recommendation wanted to see the number of gas and diesel pumps reduced to the original request of 6 gas MPDs and 3 diesel MPDs.

At the May 15, 2024, City Council meeting a motion was put forward and seconded to permit 8 gas MPDs and 4 diesel MPDs. The vote was 3-3. A second motion was put forward to reduce the MPDs to 6 gas MPDs and 3 diesel MPDs. The vote was again 3-3 and Assistant City Attorney Veronica Rivera said at that point the vote failed and the item would not proceed to the second and final reading.

Since both motions were tied, it was discussed with Council Member Deja Hill, as a Council Member who voted against one of the motions, if she would sponsor the item for reconsideration at the June 5, 2024 meeting when the Mayor would be present and the full City Council could vote on the item.

This item is the vote on whether or not to bring the Specific Use Permit back for discussion and a vote. An approval of this item is not an approval of the SUP, but would allow the Council to continue discussion of the Permit and to re-vote on the case.

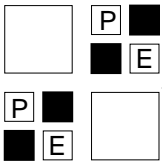
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
- Example Layout
- Public Notice
- Mailing Labels

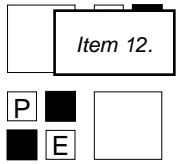
STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the reconsideration of a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

PLANNING & ZONING COMMISSION:	Recommend Approval X – with conditions <ol style="list-style-type: none"> 1. 8 gas MPDs 2. 4 diesel MPDs 3. The gas canopy turned 90 degrees and to the side 4. No overnight truck parking 5. 3 EV charging stations 6. TxDOT traffic improvements as shown on the conceptual site plan 	Disapproval	None
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PROFESSIONAL STRUCIVIL ENGINEERS, INC.



STRUCTURAL CIVIL TRANSPORTATION

2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727

512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

Mr. Scott Dunlop
Interim City Manager, Development Services Director
City of Manor
105 E. Eggleston St.
Manor, TX 78653

Reference: Specific Use Permit –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a Specific Use Permit for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The purpose of the Specific Use Permit would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the Specific Use Permit is broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

Should the proposed Specific Use Permit occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.





SCALE: 1"=40'

Legend

Concrete Highway Monument Found

Survey Monument Found

Water Valve

Electric Meter

Telephone Manhole

Gas Valve

Optical Cable Sign

Water Valve Sign

Electric Meter Sign

Gas Valve Sign

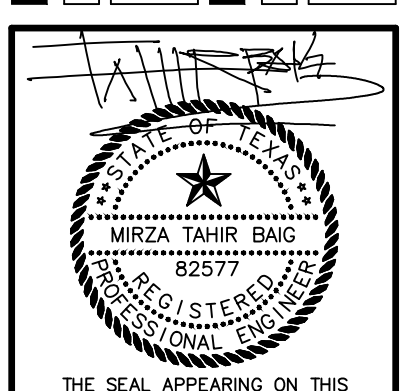
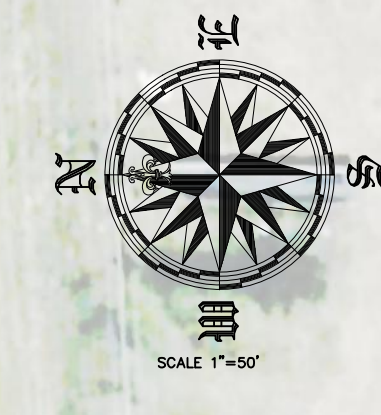
Record Bearing and Distances

Orientation for this survey is based upon the State Plane Coordinate System (NAD 83) for the State of Texas. All distances are in feet unless otherwise noted. (Grand Origin Scale 1:1000/2887)

SCHEDULE B NOTES:

Item 10(b): This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192953 of the Official Public Records of Travis County, Texas. Described as being 'limited to a strip of land 15 feet in width with the center line thereof being the pipeline as installed. Not Plottable

Item 10(c): This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192954 of the Official Public Records of Travis County, Texas. Described as being 'limited to a strip of land 15 feet in width with the center line thereof being the pipeline as installed. Not Plottable



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHRIR BAIG, P.E., #82577 ON 11/08/2021

FIRM REGISTRATION F-4951

No.	Rev.	Description	Date	Drawn
0		ISSUED FOR APPROVAL	11/09/21	

PROFESSIONAL STRUCTURAL ENGINEERS, INC.
CONSULTING CIVIL AND STRUCTURAL ENGINEERS

2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL 512.238.6422 | info@psinc.com

Project:
FM1100 RETAIL CENTER
13105 FM 1100
CITY OF MANOR, TEXAS 78653

Title:
CONCEPTUAL SITE PLAN

PROJECT
30728

SHEET
SK5

SCALE: 1"=40'

- Legend**
- Concrete Highway Monument
 - Water Meter
 - Water Valve
 - Telephone Manhole
 - Manhole
 - Sign
 - Optical Cable
 - Wire Pole
 - Chain Link Fence
 - Overhead Utility Line
 - Record Bearing and Distance

SCHEDULE B NOTES:

Item 10.b. This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

Item 10.c. This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

Orientation for this survey is based upon the State Plane Coordinate System NAD83 (4203 - Texas Central Zone). All distances are in feet and all bearings are in degrees, minutes and seconds. Ground Origin Scale is 1:1000.

LEMUEL KIMBRO SURVEY NO. 456 NO. 64

VOELKER LANE (60' RIGHT-OF-WAY)

Item 10.a. easement, electric line easement granted to Texas Power and Light Company Volume 557 Page 446 Travis County Public Records (no width given)

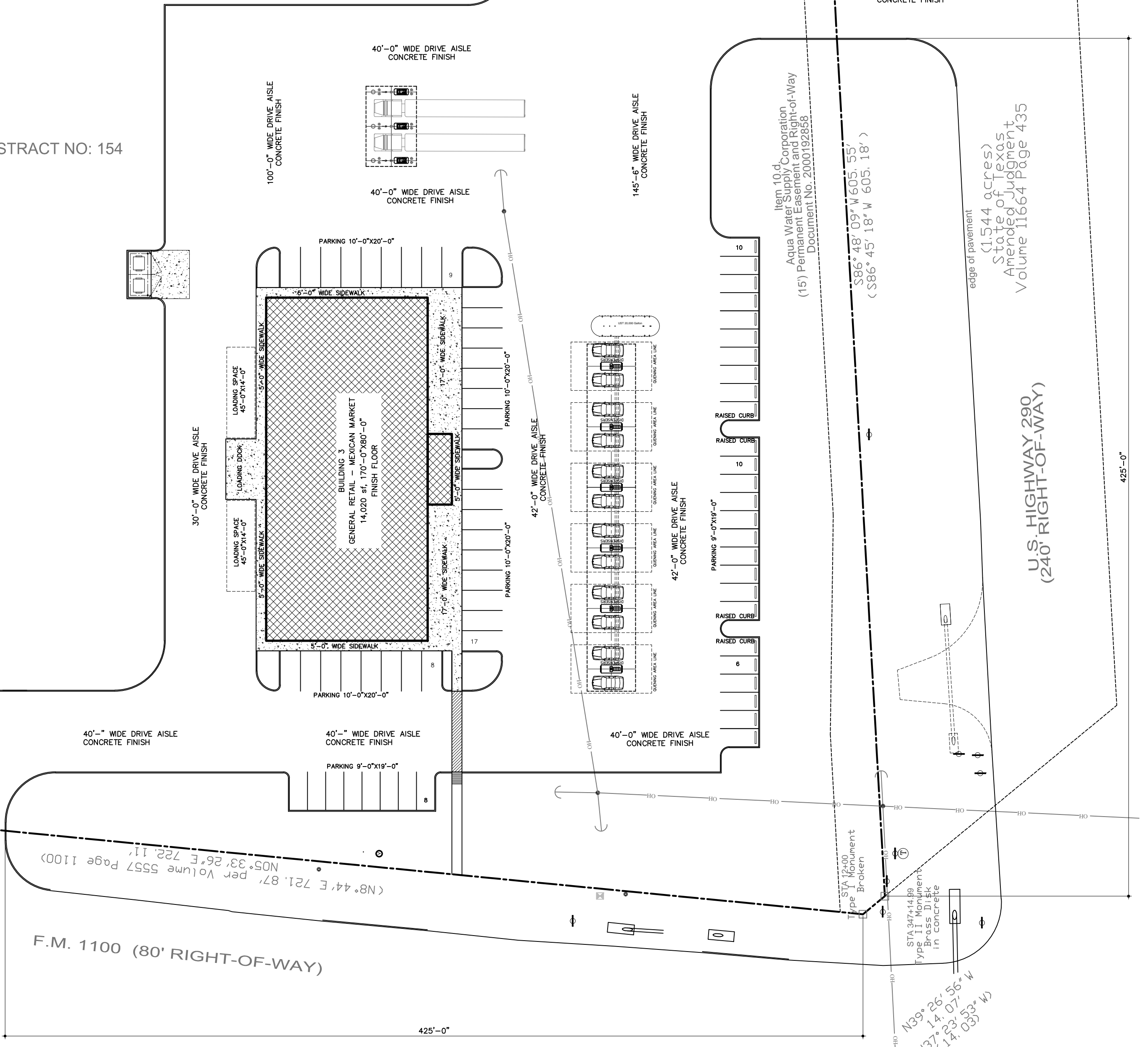
(N10°15'07"E C=383.25' A=383.70' (N19°31'E C=382.91' A=383.35') (R=293.58' P=1100) per Volume 557 Page 1100

approximate limits of Zone A 100 Year Floodplain as scaled from FIRM 48453C0505H

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
12.627 ACRES

Danny Davilla and Regina Davilla
Volume 4110 Page 793

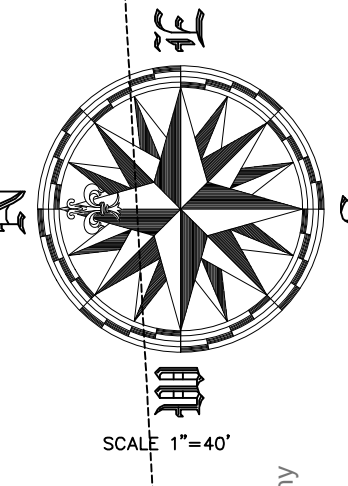
F.M. 1100 (80' RIGHT-OF-WAY)



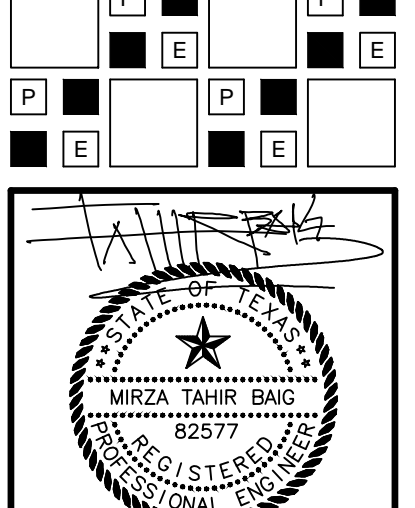
(14.00 Acres)
Terry Lugo Schultz
Volume 557 Page 1005
Description Page 1005

632.66'
300.29' 29.34' 19.82'
(S0°37'09"W 819.93' per TXDOT)
(S03°43'W 939.90' per Volume 557 Page 1000)

(2.281 acres)
Joshua Torres
Volume 1167 Page 223



STATE OF TEXAS
COUNTY OF TRAVIS
Title Resources Guaranty Company
11/08/2021
FIRM REGISTRATION F-4951



Rev.	Description	Date	Drawn
0	ISSUED FOR APPROVAL	11/08/21	
1			
2			
3			
4			
5			
6			

PROFESSIONAL STRUCTURAL ENGINEERS, INC.
CONSULTING CIVIL AND STRUCTURAL ENGINEERS
2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6222 | PJOH@PJOH.COM

FM1100 RETAIL CENTER
13105 FM 1100
CITY OF MANOR, TEXAS 78653

CONCEPTUAL SITE PLAN

PROJECT: **30728**

SHEET: **SK2**

THIS DRAWING IS AN INSTRUMENT OF SERVICE. IT AND SHALL REMAIN THE PROPERTY OF THE F.P.E. INC. AND SHALL NOT BE REPRODUCED, REPRODUCED IN ANY MANNER, OR REUSED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE F.P.E. INC. ALL RIGHTS RESERVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH ANY PHASE OF HIS WORK AND BE RESPONSIBLE FOR SAME. NO WARRANTY, EXPRESSED OR IMPLIED, IS EITHER GRANTED OR INTENDED. THE LIMIT OF LIABILITY SHALL NOT EXCEED THE FEE PAID FOR THESE PLANS.







3/27/24

City of Manor Development Services

Notification for a Specific Use Request

Project Name: 13105 FM 1100 Specific Use Permit - Gas Station
 Case Number: 2021-P-1393-CU
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Request for 13105 FM 1100, Manor, TX to allow for a Commercial gas station development that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Applicant: Professional StruCIVIL Engineers Inc
Owner: Najib Wehbe

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

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	<ul style="list-style-type: none"> • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:

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- (1) Whether the use is harmonious and compatible with its surrounding existing uses or proposed uses;
- (2) Whether the activities requested by the applicant are normally associated with the requested use;
- (3) Whether the nature of the use is reasonable; and
- (4) Whether any adverse impact on the surrounding area has been mitigated.

At the April 10, 2024 P&Z, it was recommended:

1. The canopy be turned 90 degrees and placed to the side of the building
2. The diesel pumps be removed
3. Electric charging stations added
4. Overnight truck parking be prohibited
5. A TIA or traffic improvements be shown

The applicant/developer has revised the site to meet some of the recommended changes.

1. They complied with the gas canopy, EV charging stations, overnight parking, and traffic improvements being shown
2. They kept the diesel pumps and would like to continue the discussion on those remaining
 - a. They've added a center turn lane to FM 1100 to widen that road as well as providing for separate left and right turn lanes at the intersection of US 290. This modification was to address the concerns about the turning radius for trucks exiting onto FM 1100 as well as vehicles blocking the turn lane when it was only 1 lane.
3. They also increased the number of fuel pumps from the original request from six (6) to eight (8) and increased the diesel pumps from three (3) to four (4).
 - a. If the City Council is inclined to approve this SUP, the number of gas and diesel pumps must be in the motion

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This item came back before the Planning and Zoning Commission on May 8th and they voted 4 – 2 to recommend approval with the 8 gas MPDs, 4 diesel MPDs, 3 EV charging stations, canopy turn 90 degrees and to the side of the building, no overnight truck parking, and TxDOT traffic improvements as shown on the conceptual site plan. The request to have no diesel pumps was removed as a SUP requirement because the P&Z considered the additional traffic improvements to FM 1100 satisfactory to alleviate their concerns about large commercial vehicles exiting the property as well as causing delays at the intersection with US 290.

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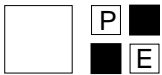
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
- Example Layout
- Public Notice
- Mailing Labels

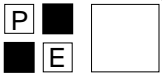
STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, ____ MPDs, ____ diesel MPDs, and associated parking and drive aisles along with the following conditions: gas canopy rotated 90 degrees and to the side of the primary structure, no overnight truck parking, a minimum of 3 EV charging spaces, and TxDOT traffic improvement as shown on the conceptual site plan.

PLANNING & ZONING COMMISSION:	Recommend Approval X – with conditions 1. 8 gas MPDs 2. 4 diesel MPDs 3. The gas canopy turned 90 degrees and to the side 4. No overnight truck parking 5. 3 EV charging stations 6. TxDOT traffic improvements as shown on the conceptual site plan	Disapproval	None
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PROFESSIONAL STRUCIVIL ENGINEERS, INC.



STRUCTURAL CIVIL TRANSPORTATION



2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727

512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

Mr. Scott Dunlop
Interim City Manager, Development Services Director
City of Manor
105 E. Eggleston St.
Manor, TX 78653

Reference: Specific Use Permit –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a Specific Use Permit for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The purpose of the Specific Use Permit would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

The intent of the Specific Use Permit is broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

Should the proposed Specific Use Permit occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.



SCALE: 1"=40'

Legend

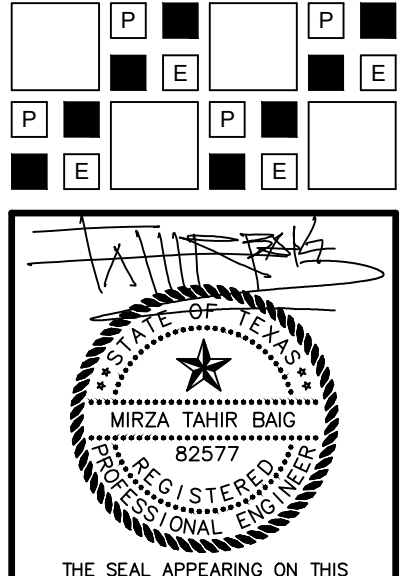
- Concrete Highway Monument Found
- Survey Monument Found
- Water Valve
- Electric Meter
- Telephone Manhole
- Fire Hydrant
- Optic Cable Sign
- Fire Alarm Sign
- Electric Utility Line
- Gas Utility Line
- Record Bearing and Distances

SCHEDULE B NOTES:

Item 10(b). This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192953 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width with the center line thereof being the pipelines as installed" Not Plottable

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Orientation for this survey is based upon the State Plane Coordinate System
 NAD 83
 All distances shown in Texas Central Zone
 Ground Origin Scale 1:1000/2837



Rev.	Description	Date	Drawn
0	ISSUED FOR APPROVAL	11/09/21	
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PROFESSIONAL STRUCTURAL ENGINEERS, INC.
 CONSULTING CIVIL AND STRUCTURAL ENGINEERS
 2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6422 | PLOTTING: pbaig@pbaig.com

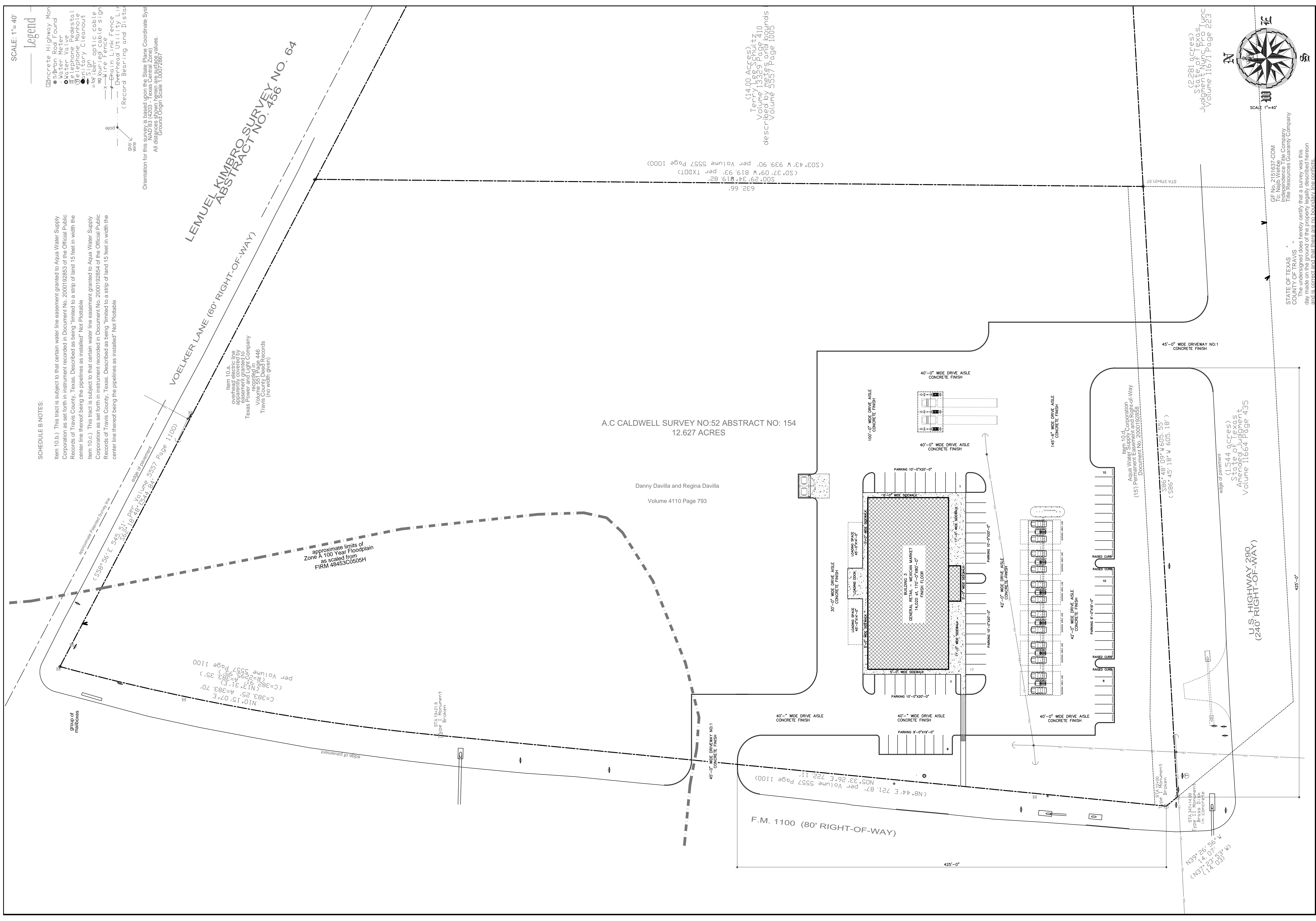
Project: FM1100 RETAIL CENTER
 13105 FM 1100
 CITY OF MANOR, TEXAS 78653

Title: CONCEPTUAL SITE PLAN

PROJECT: 30728

SHEET: SK5

THIS DRAWING IS AN INSTRUMENT OF SERVICE. IT AND SHALL REMAIN THE PROPERTY OF THE FIRM, INC. AND SHALL NOT BE REPRODUCED, REPRODUCED IN ANY MANNER, OR REUSED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE FIRM, INC. ALL RIGHTS RESERVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH EACH PHASE OF HIS WORK AND BE RESPONSIBLE FOR SAME. NO WARRANTY, EXPRESSED OR IMPLIED, IS EITHER OR INTENDED. THE LIMIT OF LIABILITY SHALL NOT EXCEED THE FEE PAID FOR THESE PLANS.



SCALE: 1"=40'

Legend

- Concrete Highway Monument
- Water Meter
- Water Valve
- Telephone Manhole
- Manhole
- Sign
- Optical Cable
- Electric Cable
- Chain Link Fence
- Overhead Utility Line
- Record Bearing and Distance

SCHEDULE B NOTES:

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Item 10.a. easement, electric line easement granted to Texas Power and Light Company Volume 557 Page 446 Travis County Records (no width given)

Orientation for this survey is based upon the State Plane Coordinate Syst NAD83 (4203 - Texas Central Zone). All distances are in feet. All bearings are in degrees. Ground Origin Scale 11,000/2887 values.

(14.00 Acres) Terry Legg Schultz, 10 Volume 557 Page 1005 description Volume 5557 Page 1005

(2.281 acres) Joshua Taylor Exosync Volume 1167 Page 223

65' N. 21.61597 COM To: Niall Vahbe Independence Title Company Title Resources Guaranty Company

STATE OF TEXAS COUNTY OF TRAVIS The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts.

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Rev.	Description	Date	Drawn
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PROFESSIONAL STRUCTURAL ENGINEERS, INC.
CONSULTING CIVIL AND STRUCTURAL ENGINEERS
2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6222 | PJOH@PJOH.COM

FM1100 RETAIL CENTER
13105 FM 1100
CITY OF MANOR, TEXAS 78653

CONCEPTUAL SITE PLAN

PROJECT: 30728

SHEET: SK2

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHR BAIG, P.E., #82577 ON 11/08/2021 FIRM REGISTRATION F-4951

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3/27/24

City of Manor Development Services

Notification for a Specific Use Request

Project Name: 13105 FM 1100 Specific Use Permit - Gas Station
 Case Number: 2021-P-1393-CU
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Request for 13105 FM 1100, Manor, TX to allow for a Commercial gas station development that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Applicant: Professional StruCIVIL Engineers Inc
Owner: Najib Wehbe

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Applicant: Professional StruCIVIL Engineers Inc

Owner: Najib Wehbe

BACKGROUND/SUMMARY:

This property is concurrently being annexed and zoned C-2 Medium Commercial. C-2 Medium Commercial zoning requires a Specific Use Permit to be approved for gas station uses.

They are proposing a 14,020 sf convenience store and market, 6 MPDs (12 fueling locations), and 3 diesel MPDs.

The closest existing gas stations are 8,536 feet to the west and 2,526' to the east. The gas station 8,536' away is on the westbound side of US 290 (the same side as this proposed gas station) and the one 2,526' away is on the eastbound side of US 290 (the opposite side of the road as the proposed gas station).

As proposed, the conceptual layout meets the city's requirements for gas stations on US 290:

Gas Station, Limited	<ul style="list-style-type: none"> • See article 4.02, Alcoholic Beverages.
	<ul style="list-style-type: none"> • Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.
	<ul style="list-style-type: none"> • Automotive repair and automobile washing facilities are prohibited.
	<ul style="list-style-type: none"> • No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:

	<ul style="list-style-type: none"> ◻ The property is located along and has direct access from US Highway 290 East.
	<ul style="list-style-type: none"> ◻ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.
	<ul style="list-style-type: none"> • In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).
	<ul style="list-style-type: none"> • In the neighborhood business (NB) and light commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions): <p>Acceptable Pump Arrangement</p> <pre> X X X X </pre> <p>Unacceptable Pump Arrangement</p> <pre> X X X X </pre>
	<ul style="list-style-type: none"> • Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.
	<ul style="list-style-type: none"> • Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.
	<ul style="list-style-type: none"> • Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.

Staff recommends a discussion on the site’s layout. Our architectural standards state that canopies should be oriented away from intersections. An example gas station layout has been provided in the backup that shows the gas pumps to the side of the building and the diesel pumps in the rear of the building. This allows the front of the building and any retailers who are located in that space to have open access and views to US 290.

It should also suggest discussing limiting or prohibiting the ability for large commercial vehicles/tractor-trailers to park overnight on the property.

When considering a Specific Use Permit, the following are the listed criteria for approval:

Section 14.03.005: In recommending that a specific use permit for the premises under consideration be granted, the planning and zoning commission shall determine that such proposed use(s) are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, protective

screening and open space, area or security lighting, heights of structures and compatibility of buildings. The planning and zoning commission and city council shall consider the following criteria in determining the appropriateness of the specific use permit request:

- (1) Whether the use is harmonious and compatible with its surrounding existing uses or proposed uses;
- (2) Whether the activities requested by the applicant are normally associated with the requested use;
- (3) Whether the nature of the use is reasonable; and
- (4) Whether any adverse impact on the surrounding area has been mitigated.

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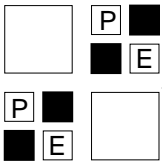
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
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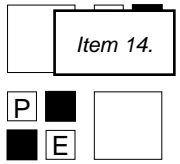
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PLANNING & ZONING COMMISSION:	Recommend Approval X – with conditions 1. 8 gas MPDs 2. 4 diesel MPDs 3. The gas canopy turned 90 degrees and to the side 4. No overnight truck parking 5. 3 EV charging stations 6. TxDOT traffic improvements as shown on the conceptual site plan	Disapproval	None
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PROFESSIONAL STRUCIVIL ENGINEERS, INC.



STRUCTURAL CIVIL TRANSPORTATION

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512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

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Interim City Manager, Development Services Director
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Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.



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Legend

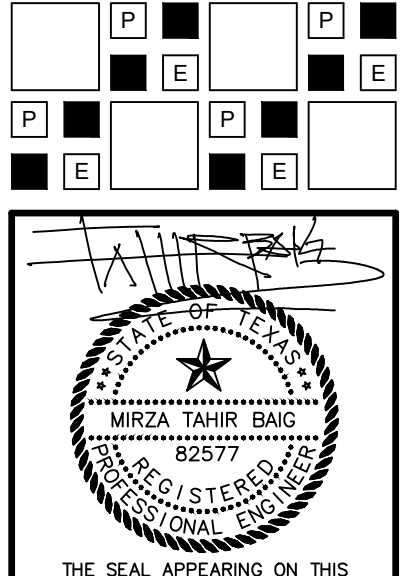
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Orientation for this survey is based upon the State Plane Coordinate System
 NAD 83
 All distances shown in Texas Central Zone
 Ground Origin Scale 1:1000/2837



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHIR BAIG, P.E., #82577 ON 11/08/2021
 FIRM REGISTRATION F-4951

Rev	Description	Date	Drawn
0	ISSUED FOR APPROVAL	11/08/21	
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PROFESSIONAL STRUCTURAL ENGINEERS, INC.
 CONSULTING CIVIL AND STRUCTURAL ENGINEERS
 2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6422 | PLOTTING: pbaig@psenc.com

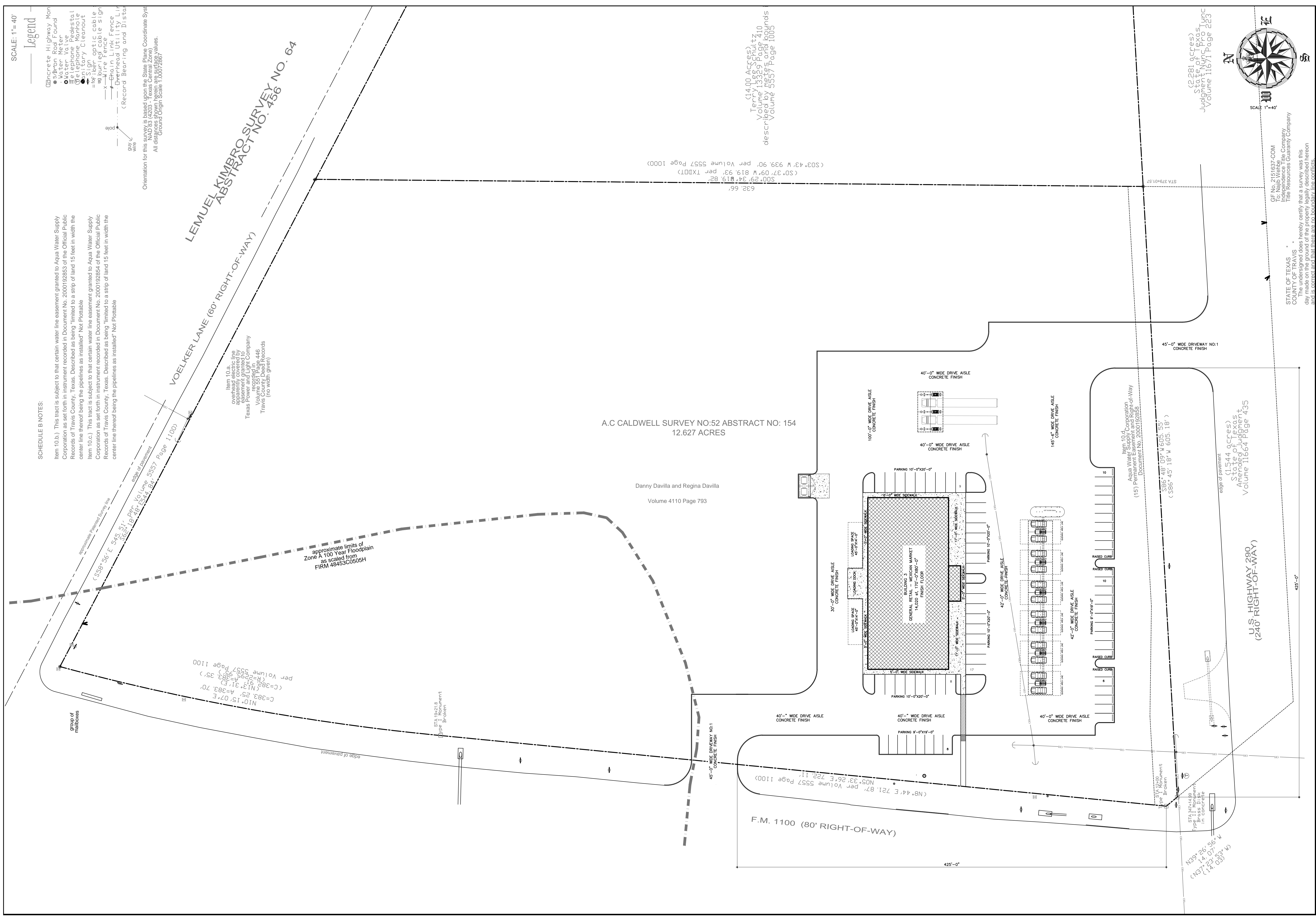
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SCALE: 1"=40'

Legend

- Concrete Highway Monument
- Water Meter
- Water Valve
- Telephone Manhole
- Historical Monument
- Sign
- Optical Cable
- Surveyed Cable Sign
- Chain Link Fence
- Overhead Utility Line
- Record Bearing and Distance

Orientation for this survey is based upon the State Plane Coordinate System NAD83 (4203 - Texas Central Zone). All distances are given in feet and decimal fractions thereof. Ground Origin Scale is 1:100,000.

LEMUEL KIMBRO SURVEY NO. 456 NO. 64

VOELKER LANE (60' RIGHT-OF-WAY)

Item 10.a. easement, electric line easement granted to Texas Power and Light Company Volume 357 Page 446 Travis Co. (no width given)

SCHEDULE B NOTES:

Item 10.b. This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192853 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

Item 10.c. This tract is subject to that certain water line easement granted to Aqua Water Supply Corporation as set forth in instrument recorded in Document No. 2000192854 of the Official Public Records of Travis County, Texas. Described as being "limited to a strip of land 15 feet in width the center line thereof being the pipelines as installed" Not Plottable

Approximate limits of Zone A 100 Year Floodplain as scaled from FIRM 48453C0505H

(N10°15'07"E, C=383.25, A=383.70', R=293.35')
 (N19°31'E, C=382.51, A=383.35', R=293.35')
 per Volume 557 Page 1100

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
 12.627 ACRES

Danny Davilla and Regina Davilla
 Volume 4110 Page 793

F.M. 1100 (80' RIGHT-OF-WAY)

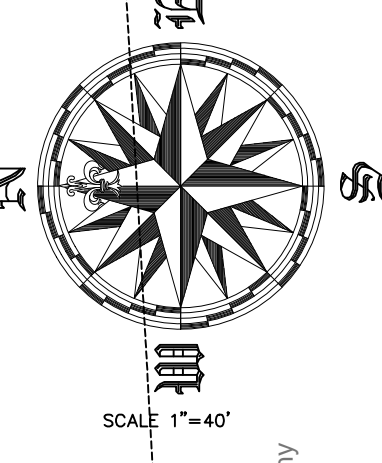
(N8°44'E 721.87', per Volume 557 Page 1100)

U.S HIGHWAY 290
 (240' RIGHT-OF-WAY)

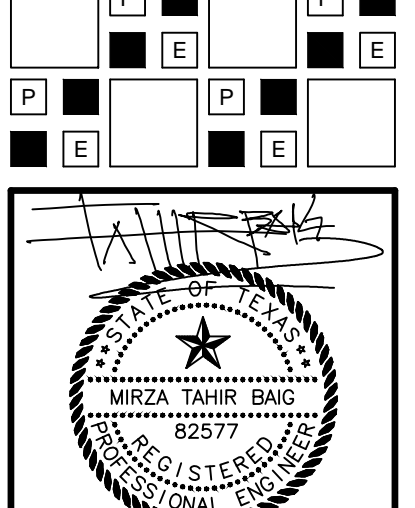
632.66'
 (S0°29'34" W 819.82', per TXDOT)
 (S0°37'09" W 819.93', per TXDOT)
 (S03°43' W 939.90', per Volume 557 Page 1000)

(14.00 Acres)
 Terry Lugo Schultz
 Volume 557 Page 1000
 descriptio

(2.281 acres)
 Joshua Lugo Schultz
 Volume 1167 Page 223



STATE OF TEXAS
 COUNTY OF TRAVIS
 The undersigned does hereby certify that a survey was this day made on the ground of the property legally described hereon and is correct and that there are no boundary line conflicts.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHR BAIG, P.E., #82577 ON 11/08/2021
 FIRM REGISTRATION F-4951

Rev.	Description	Date	Drawn
0	ISSUED FOR APPROVAL	11/09/21	
1			
2			
3			
4			
5			
6			

PROFESSIONAL STRUCTURAL ENGINEERS, INC.
 CONSULTING CIVIL AND STRUCTURAL ENGINEERS
 2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6222 | PJOH@psocinc.com

FM1100 RETAIL CENTER
 13105 FM 1100
 CITY OF MANOR, TEXAS 78653

CONCEPTUAL SITE PLAN

PROJECT: **30728**

SHEET: **SK2**

THIS DRAWING IS AN INSTRUMENT OF SERVICE. IT AND SHALL REMAIN THE PROPERTY OF THE F.P.E. INC. AND SHALL NOT BE REPRODUCED, REPRODUCED IN ANY MANNER, OR REUSED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE F.P.E. INC. ALL RIGHTS RESERVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE BEFORE PROCEEDING WITH ANY PHASE OF HIS WORK AND BE RESPONSIBLE FOR SAME. NO WARRANTY, EXPRESSED OR IMPLIED, IS EITHER GRANTED OR INTENDED. THE LIMIT OF LIABILITY SHALL NOT EXCEED THE FEE PAID FOR THESE PLANS.







3/27/24

City of Manor Development Services

Notification for a Specific Use Request

Project Name: 13105 FM 1100 Specific Use Permit - Gas Station
 Case Number: 2021-P-1393-CU
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Request for 13105 FM 1100, Manor, TX to allow for a Commercial gas station development that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Specific Use Request for one (1) lot on 1.273 acres, more or less, and being located at 13105 FM 1100, Manor, TX to allow for a that includes a 14,020sf general retail / Mexican market building, six MPDs, three diesel MPDs, and associated parking and drive aisles.

Applicant: Professional StruCIVIL Engineers Inc
Owner: Najib Wehbe

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

This property was initially annexed by Ordinance 345 in April 2008. The property owner at the time received disannexation by Ordinance 369 in September 2009 for the 1.273-acre tract where their home is/was located. Their remaining acreage, 11.354, was annexed a second time by Ordinance 368 in September 2009. The voluntary annexation petition for this Ordinance was approved by the City Council at the April 3, 2024, meeting.

The property has since been sold and the current owner desires to have the entire property (12.627 acres) within the city limits. They have also applied for zoning to C-2 Medium Commercial and a Specific Use Permit for a gas station and related improvements. The second and final readings of the zoning and SUP applications will come before the City Council on this agenda. First reading of this annexation ordinance was held on April 17th, 2024.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 750
- Exhibit B – Post Annexation Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the second and final reading of ordinance No. 750 annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1.273 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, TEXAS INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with *Tex. Loc. Gov't Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 1.273 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas, said (2.00 acre) tract, being a portion of the certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, also being a portion of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by Deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas; said 1.273 acre tract being more particularly described in Exhibit “A”.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B”.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 6. That the Annexed Property shall be temporarily zoned Agricultural District “A” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t Code*.

SECTION 9. 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 the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov’t Code*.

ORDINANCE NO. _____

PASSED AND APPROVED FIRST READING on this the _____ day of _____ 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the _____ day of _____ 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO. _____

Pa Item 15.

Exhibit "A"
Subject Property Description
+/- 1.273 Acres

HOLT CARSON, INCORPORATED**PROFESSIONAL LAND SURVEYORS**

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

E-mail: survey@hciaustin.com

"TRACT 2"

January 11, 2022

FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

THENCE leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

1.273 Acres

End of Page 1 of 3

1.273 Acres

Page 2 of 3

THENCE leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

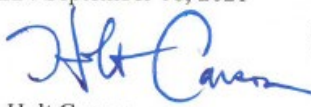
- 1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
- 2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, **N 05 deg. 33'26" E 544.61 ft.**;

THENCE leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft.** to a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

1.273 Acres
Page 3 of 3

THENCE leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'S 1" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021

BY: 

Holt Carson

Registered Professional Land Surveyor No. 5166



Reference Map B1092102

ORDINANCE NO. _____

Pa

Item 15.

Exhibit "B"
AGREEMENT REGARDING POST-ANNEXATION
PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: Professional StruCIVIL Engineers Inc

Owner: Najib Wehbe

BACKGROUND/SUMMARY:

A portion of this property is currently being considered for annexation and this zoning case has been filed to run concurrently with the annexation request. The property is located at the intersection of US Hwy 290 and FM 1100, both TxDOT roads.

This area on our Future Land Use Map is designated as a Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

In addition to the annexation and zoning cases, the applicant has also concurrently filed a Specific Use Permit for a Gas Station (Limited) on the property.

Planning and Zoning Commission voted 4-2 to recommend approval.

The City Council approved the first reading of this Ordinance at the April 17, 2024 meeting.

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

- Ordinance No. 751
- Letter of Intent
- Rezoning Map
- Aerial Image
- Commercial Corridor Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the second and final reading of Ordinance No. 751 rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

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

X

ORDINANCE NO. 751

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) AND SINGLE-FAMILY SUBURBAN (SF-1) 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 hearing 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) and Single Family Suburban (SF-1) 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 17th day of April 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the 18th day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Address:
13105 FM 1100 Road, Manor, TX 78653

Property Legal Description Tract 1:

"TRACT 1"

January 11, 2022

FIELD NOTE DESCRIPTION OF 11.354 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas and being the Southeast corner of the herein described tract;

THENCE leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 303.88 ft.** to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the most Southerly Southwest corner of the herein described tract, from which a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract bears, S 86 deg. 48'09" W 301.67 ft.;

THENCE leaving the North right-of-way line of U.S. Highway 290 and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the East line of said (2.00 acre) tract, **N 03 deg. 11'15" W 186.77 ft.** to a calculated point in the North line of said (4.16 acre) tract, same being the Northeast corner of said (2.00 acre) tract and being an angle corner of the herein described tract;

THENCE continuing through the interior of said (14.16 acre) Purtle tract, with the North lines of said (4.16 acre) Purtle tract and said (2.00 acre) tract, **S 86 deg. 48'09" W 282.98 ft.** to a calculated point in the East right-of-way line of F.M. 1100, same being the Northwest corner of said (4.16 acre) Purtle tract, also being the Northwest corner of said (2.00 acre) tract, and also being a point in the West line of said (14.16 acre) tract and being the most Westerly Southwest corner of the herein described tract, from which a broken concrete highway monument found bears, S 05 deg. 33'26" W 177.49 ft.;

THENCE with the East right-of-way line F.M. 1100 and with the West line of said (14.16 acre) Purtle tract, **N 05 deg. 33'26" E 544.61 ft.** to a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 1100, same being a point in the West line of said (14.16 acre) Purtle tract;

THENCE along a curve to the right with a radius of 2295.95 ft. for an arc length of 383.70 ft. and which chord bears, **N 10 deg. 15'07" E 383.25 ft.** to a 5/8" iron rod at the base of a wood fence corner post found at the intersection of the East right-of-way line of F.M. 1100 and the Southwest right-of-way line of Voelker Lane, same being the Northwest corner of said (14.16 acre) Purtle tract and the Northwest corner of the herein described tract;

THENCE leaving the East right-of-way line of F.M. 1100 with the Southwest right-of-way line of Voelker Lane and with the Northeast line of said (14.16 acre) Purtle tract, **S 62 deg. 18'48" E 544.84 ft.** to the **PLACE OF BEGINNING** and containing **11.354 acres** of land.

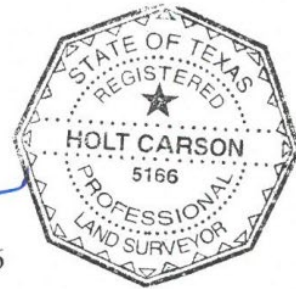
SURVEYED: September 18, 2021

BY:



Holt Carson

Registered Professional Land Surveyor No. 5166



Reference Map B1092102

Property Legal Description Tract 2:

"TRACT 2"

January 11, 2022

FIELD NOTE DESCRIPTION OF 1.273 ACRES OF LAND OUT OF A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (2.00 ACRE) TRACT OF LAND AS DESCRIBED BY METES AND BOUNDS IN INSTRUMENT RECORDED IN VOLUME 5800, PAGE 700 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID (2.00 ACRE) TRACT, BEING A PORTION OF THE CERTAIN (4.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 5834, PAGE 1670 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CERTAIN (14.16 ACRE) TRACT OF LAND AS CONVEYED TO HERBERT GUY PURTLE BY DEED RECORDED IN VOLUME 12892, PAGE 74 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8 inch iron rod found in the Southwest right-of-way line of Voelker Lane at the Northwest corner of that certain (14.00 acre) tract of land as conveyed to Terry Lee Schultz by deed recorded in Volume 13329, Page 410 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (14.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 12892, Page 74 of the Real Property Records of Travis County, Texas;

THENCE leaving the Southwest right-of-way line of Voelker Lane with the East line of said (14.16 acre) Purtle tract and with the West line of said (14.00 acre) Schultz tract, **S 00 deg. 29'34" W** at a distance of 632.66 ft. passing a calculated point at the record Northeast corner of that certain (4.16 acre) tract of land as conveyed to Herbert Guy Purtle by deed recorded in Volume 5834, Page 1670 of the Deed Records of Travis County, Texas, continuing along said bearing for a total distance of **819.82 ft.** to a 5/8" iron rod found in the North right-of-way line of U.S. Highway 290 at the Northwest corner of that certain (2.281 acre) tract of land as condemned by the State of Texas for highway purposes as set forth in Judgment Nunc Pro Tunc recorded in Volume 11671, Page 223 of the Real Property Records of Travis County, Texas, same being the Northeast corner of that certain (1.544 acre) tract of land as condemned by the State of Texas for Highway purposes as set forth in Amended Judgment recorded in Volume 11664, Page 435 of the Real Property Records of Travis County, Texas;

THENCE leaving the West line of said (14.00 acre) Schultz tract and entering the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, S 86 deg. 48'09" W 303.88 ft. to a calculated point in the East line of that certain (2.00 acre) tract of land as described by metes and bounds in instrument recorded in Volume 5800, Page 700 of the Deed Records of Travis County, Texas and being the Southeast corner and the **PLACE OF BEGINNING** of the herein described tract;

THENCE crossing through the interior of said (2.00 acre) tract and continuing through the interior of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, with the North line of said (1.544 acre) State of Texas tract and with the North right-of-way line of U.S. Highway 290, **S 86 deg. 48'09" W 301.67 ft.** to a brass disk in concrete imprinted "Texas Department of Transportation" found at the intersection of the North right-of-way line of U.S. Highway 290 and the East right-of-way line of F.M. 1100, same being a point in the West line of said (2.00 acre) tract, also being a point in the West line of said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, and also being the Northwest corner of said (1.544 acre) State of Texas tract and the Southwest corner of the herein described tract.;

THENCE leaving the North right-of-way line of U.S. Highway 290 with the East right-of-way line of F.M. 1100 and with the West lines of said (2.00 acre) tract, said (4.16 acre) Purtle tract and said (14.16 acre) Purtle tract, the following two (2) courses:

- 1.) **N 39 deg. 26'56" W 14.07 ft.** to a broken concrete highway monument;
- 2.) **N 05 deg. 33'26" E, 177.49 ft.** to a calculated point at the record Northwest corner of said (4.16 acre) Purtle tract, same being the Northwest corner of said (2.00 acre) tract and being the Northwest corner of the herein described tract, from which a broken concrete highway monument found at a point of curvature in the East right-of-way line of F.M. 110, same being a point in the West line of said (14.16 acre) Purtle tract bears, **N 05 deg. 33'26" E 544.61 ft.**;

THENCE leaving the East right-of-way line of F.M. 1100 and re-entering the interior of said (14.16 acre) Purtle tract, with the North line of said (2.00 acre) tract and with the North line of said (4.16 acre) Purtle tract, **N 86 deg. 48'09" E 282.98 ft.** to a calculated point at the Northeast corner of said (2.00 acre) tract, same being the Northeast corner of the herein described tract;

THENCE leaving the North line of said (4.16 acre) Purtle tract and continuing through the interior of said (14.16 acre) Purtle tract with the East line of said (2.00 acre) tract, **S 03 deg. 11'51" E 186.77 ft.** to the **PLACE OF BEGINNING** and containing **1.273 acres** of land.

SURVEYED: September 18, 2021

BY:

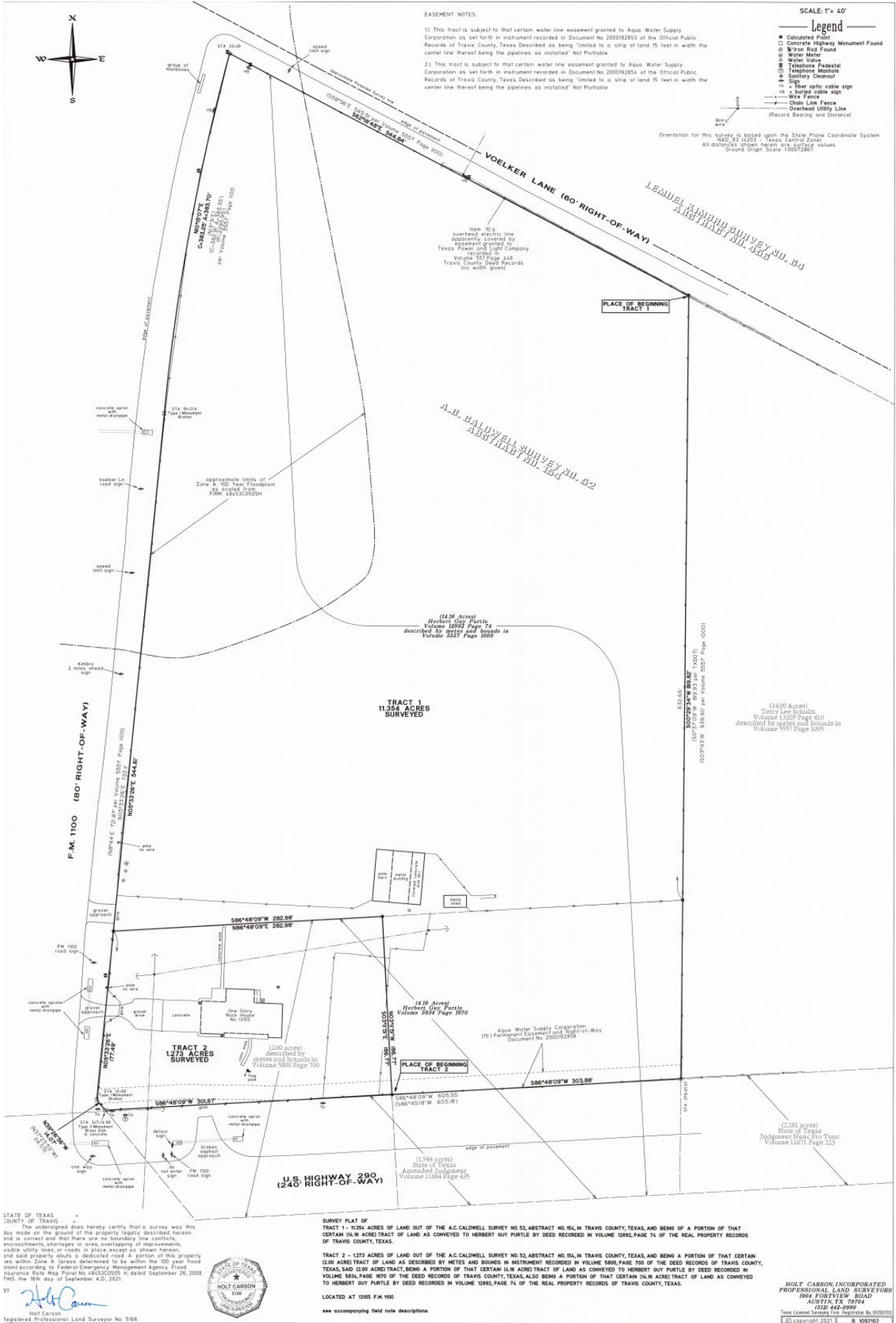
Holt Carson

Holt Carson

Registered Professional Land Surveyor No. 5166



Reference Map B1092102





PROFESSIONAL STRUCIVIL ENGINEERS, INC.



STRUCTURAL CIVIL TRANSPORTATION



2205 W. PARMER LANE, SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 FAX 512.258.8095 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

December 09, 2021

Mr. Scott Dunlop
Interim City Manager, Development Services Director
City of Manor
105 E. Eggleston St.
Manor, TX 78653

Reference: Rezoning –ABS 154 SUR 52 CALDWELL A C ACR 11.354 (1-D-1) Letter of Intent

Dear Mr. Dunlop:

We are submitting the following request for a zoning change, from R-1 and A to C-2, for an 11.541 acres parcel located at 13105 FM 1100, Manor, TX 78653. The requested change is from the current zoning of R-1 and A zoning to C-2 zoning. The purpose of the zoning change would be to allow the future development of a 14,020sf commercial general retail building, three diesel MPDs, and six regular MPDs.

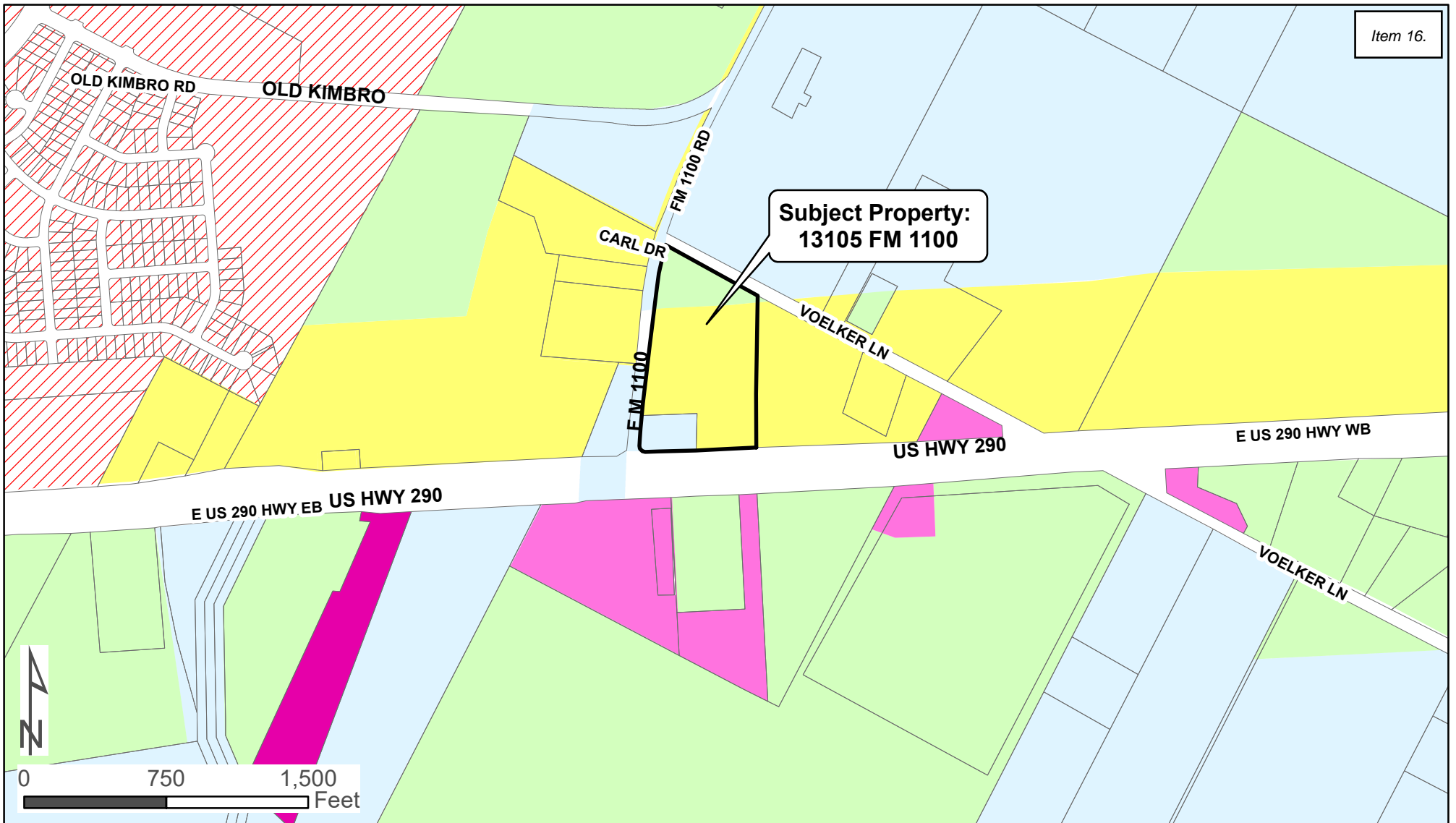
The intent of the zoning change is to provide a C-2, Medium Commercial zoning to broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of FM1100 and U.S. Highway 290; the northern property line is bordered by Voelker Lane.

Should the proposed zoning change occur, a gas station, convenience store, and retail space will comprise the development. Access for the site is proposed from one proposed driveway off of FM 1100, and from a second proposed driveway off of U.S. Highway 290.

This Letter of Intent is included with the associated application, mailing labels, tax map, and current deed. Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. PSCE, Inc. can be reached at 512-238-6422, or by email at psce@psceinc.com.

Sincerely,

Sarah Corona, Office Manager
Professional StruCIVIL Engineers, Inc.



Current:
 ETJ - annexation pending
 (A) Agricultural
 (SF-1) Single Family Suburban

Proposed:
 (C-2) Medium Commercial

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ



COMMERCIAL CORRIDOR

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

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

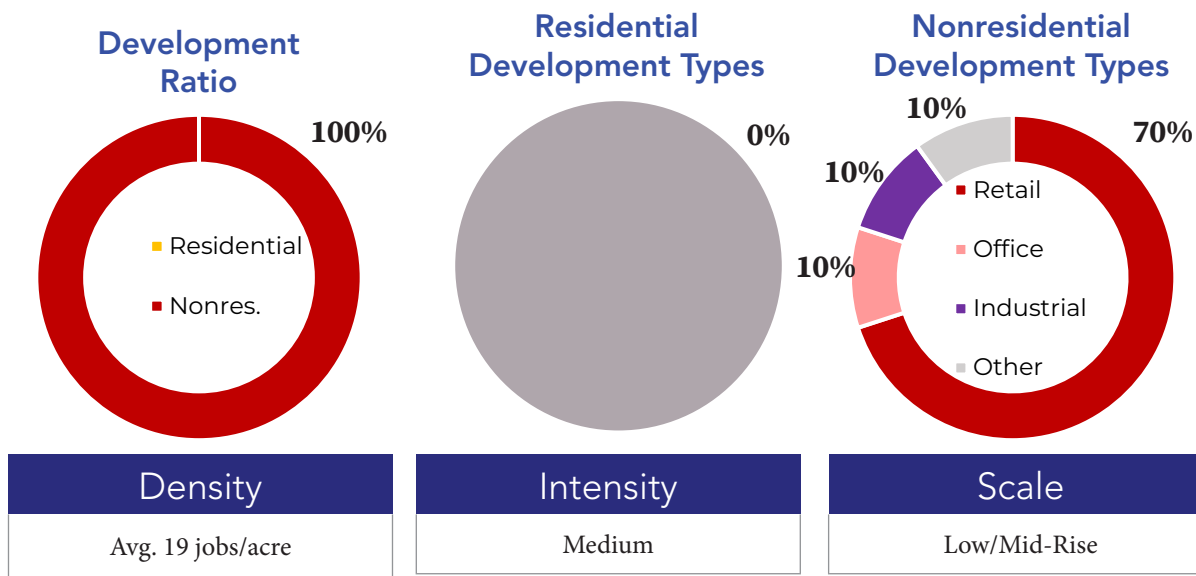
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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

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

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

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



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



3/27/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 13105 FM 1100 C-2 Rezoning
 Case Number: 2021-P-1392-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2). The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on Rezoning Application for two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Applicant: Professional StruCIVIL Engineers Inc
Owner: Najib Wehbe

The Planning and Zoning Commission will meet at 6:30PM on April 10, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on April 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

Terry Lee Schultz
15201 Voelker LN
Manor, TX 78653-4521

Lee J. Marsalise
110 Raymond Dr.
Deridder, LA 70635-5806

JMA Land, LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Willella & Howard Lundgren
13405 FM 1100
Manor, TX 78653-4516

A-A-A Storage HWY 290 LLC.
4203 Spinnaker CV
Austin, TX 78731-5130

Laurie Pickerill & Daryl Swenson
1120 W. Lovers LN.
Arlington, TX 76013-3822

Centex Materials, LLC.
3019 Alvin Devane Blvd., STE. 100
Austin, TX 78741-7419

Duque States, LLC.
2311 W. Howard LN.
Austin, TX 78728-7618

Deborah & Edward M. Jr. Guerra
16501 FM 973 N
Manor, TX 78653-4158

Timmermann Properties, Inc.
P.O. Box 4784
Austin, TX 78765-4784

Anh Kim Pham & Dinh Chau
1201 Porterfield DR.
Austin, TX 78753-1617

Rosa & Ynacio Tabarez
1221 Meadgreen DR.
Austin, TX 78758-4712

Rosaura Fernandna Chavez & Orlando
Valdez Aguilar
1121 W. Rundbert LN., Unit 13
Austin, TX 78758-6361



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

This 1.222 acres on surveys is described as an abandoned county right-of-way. It’s unclear if the area was ever used as a right-of-way or if it is a remnant surveying error between the adjoining two tracts. Since it is called out on surveys as right-of-way, this annexation follows the procedure for ROW annexation. That procedure includes a 60-day notice to Travis County as the ROW owner and two public hearings. The first public hearing was held at the June 5th, 2024 City Council meeting. The second public hearing was conducted on June 17th, 2024. The final reading of this Ordinance will be on the July 3rd, 2024, City Council meeting.

This annexation was commenced by Resolution 2024-14 at the May 1st CC meeting. The annexation was requested by the adjacent landowners who are current developing their tracts into mixed-use developments, and they would like to cross the ROW with city utilities and access drives. By transferring the ROW from the county to the city, the city can permit utilities within the area and allow access drives with an approved License and Maintenance Agreement. These would be much more challenging to install if the ROW remains under the county’s jurisdiction.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance
- Aerial Image
- Schedule

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the first reading of an Ordinance of the City of Manor, Texas annexing a 1.222 acre, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, making findings of fact, providing severability clause and an effective date, and providing for open meetings and other related matters.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1.222 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Manor, Texas (the “City”) is a Texas home-rule municipality authorized by State law to annex road rights-of-way that are adjacent and contiguous to the City;

WHEREAS, the subject road right-of-way property, as hereinafter described, located within Travis County is adjacent and contiguous to the City;

WHEREAS, two public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov’t Code*;

WHEREAS, notice of the public hearings were published not more than twenty (20) nor less than ten (10) days prior to each public hearing;

WHEREAS, after review and consideration of the subject road right-of-way property, the City Council of the City of Manor, Texas (the “City Council”) finds that the subject road right-of-way property may be annexed pursuant to §43.1055 of the Texas Local Government Code.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Manor:

Being 1.222 acres of land, more or less, out of the A.C. Caldwell Survey, Abstract No. 154, and the Green Berry Gates Survey, Abstract No. 315, both in Travis County, Texas, and being a portion of both United States Highway 290 Right-of-Way, a variable width Right-of-Way, as shown on CSJ No. 114-3-18 and an abandoned county road as referenced in Document No. 2019179489 of the Official Public Records of Travis County, Texas, said 1.222 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't Code*.

SECTION 6. 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 the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex Gov't Code*.

PASSED AND APPROVED FIRST READING on this the 18th day of June 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the _____ day of _____ 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO. _____

Pa Item 17.

Exhibit "A"
Subject Property Description
+/- 1.222 Acres

LEGAL DESCRIPTION:
1.222 ACRES

BEING A 1.222 ACRES TRACT OF LAND SITUATED IN THE A.C. CALDWELL SURVEY, ABSTRACT 154 AND THE GREEN BERRY GATES SURVEY, ABSTRACT 315, BOTH IN TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF BOTH UNITED STATES HIGHWAY 290 RIGHT-OF-WAY, A VARIABLE WIDTH RIGHT-OF-WAY, AS SHOWN ON CSJ NO. 114-3-18 AND AN ABANDONED COUNTY ROAD AS REFERENCED IN DOCUMENT NO. 2019179489 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "CORE 6657" FOUND, IN THE SOUTH RIGHT-OF-WAY LINE OF SAID UNITED STATES HIGHWAY 290, FOR THE NORTHWEST CORNER OF A CALLED 82.5124 ACRES TRACT OF LAND DESCRIBED TO MANOR 290 OZ REAL ESTATE LP, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022056842, O.P.R.T.C.T.;

THENCE, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY 290, WITH THE WEST BOUNDARY LINE OF SAID 82.5124 ACRES TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 56°26'17" WEST, A DISTANCE OF 175.33 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND, FOR AN ANGLE CORNER OF SAID 82.5124 ACRES TRACT;
2. SOUTH 27°58'35" WEST, AT 1,911.73 FEET PASSING A 1/2-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "4WARD BOUNDARY" FOUND, CONTINUING WITH SAID WEST BOUNDARY LINE OF THE 82.5124 ACRES TRACT, IN ALL A DISTANCE OF 2,246.80 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "4WARD BOUNDARY" FOUND, IN SAID WEST BOUNDARY LINE OF THE 82.5124 ACRES TRACT, FOR THE SOUTHEAST CORNER OF A CALLED 24.0681 ACRES TRACT OF LAND DESCRIBED TO LANDMARK AT MANOR PROP HOLDINGS, LLC, AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2022116632, O.P.R.T.C.T., SAME BEING THE NORTHEAST CORNER OF LOT 22, BLOCK I, AMENDED PLAT OF BELL FARMS PHASE TWO-A FINAL PLAT, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 200700061, O.P.R.T.C.T.;

THENCE, DEPARTING SAID WEST BOUNDARY LINE OF THE 82.5124 ACRES TRACT, WITH THE EAST BOUNDARY LINE OF SAID 24.0681 ACRES TRACT AND THE EAST BOUNDARY LINE OF THE REMAINDER OF A CALLED 30.8643 ACRES TRACT OF LAND DESCRIBED TO MANOR RV PARK, LLC, AS SHOWN ON INSTRUMENT RECORDED IN SAID DOCUMENT NO. 2019179489, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 27°14'03" EAST, A DISTANCE OF 2,126.20 FEET TO A 1/2-INCH IRON ROD FOUND;
2. NORTH 61°51'38" WEST, A DISTANCE OF 29.98 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND;
3. NORTH 03°56'56" WEST, A DISTANCE OF 159.09 FEET TO A TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT FOUND, IN SAID SOUTH RIGHT-OF-WAY LINE OF UNITED STATES HIGHWAY 290, FOR THE NORTHEAST CORNER OF SAID REMAINDER OF THE 30.8643 ACRES TRACT;

THENCE, NORTH 86°08'45" EAST, OVER AND ACROSS SAID RIGHT-OF-WAY OF UNITED STATES HIGHWAY 290, A DISTANCE OF 265.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.222 ACRES OF LAND, MORE OR LESS, IN TRAVIS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:


BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00010. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.



MICHAEL A. MONTGOMERY II, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6890

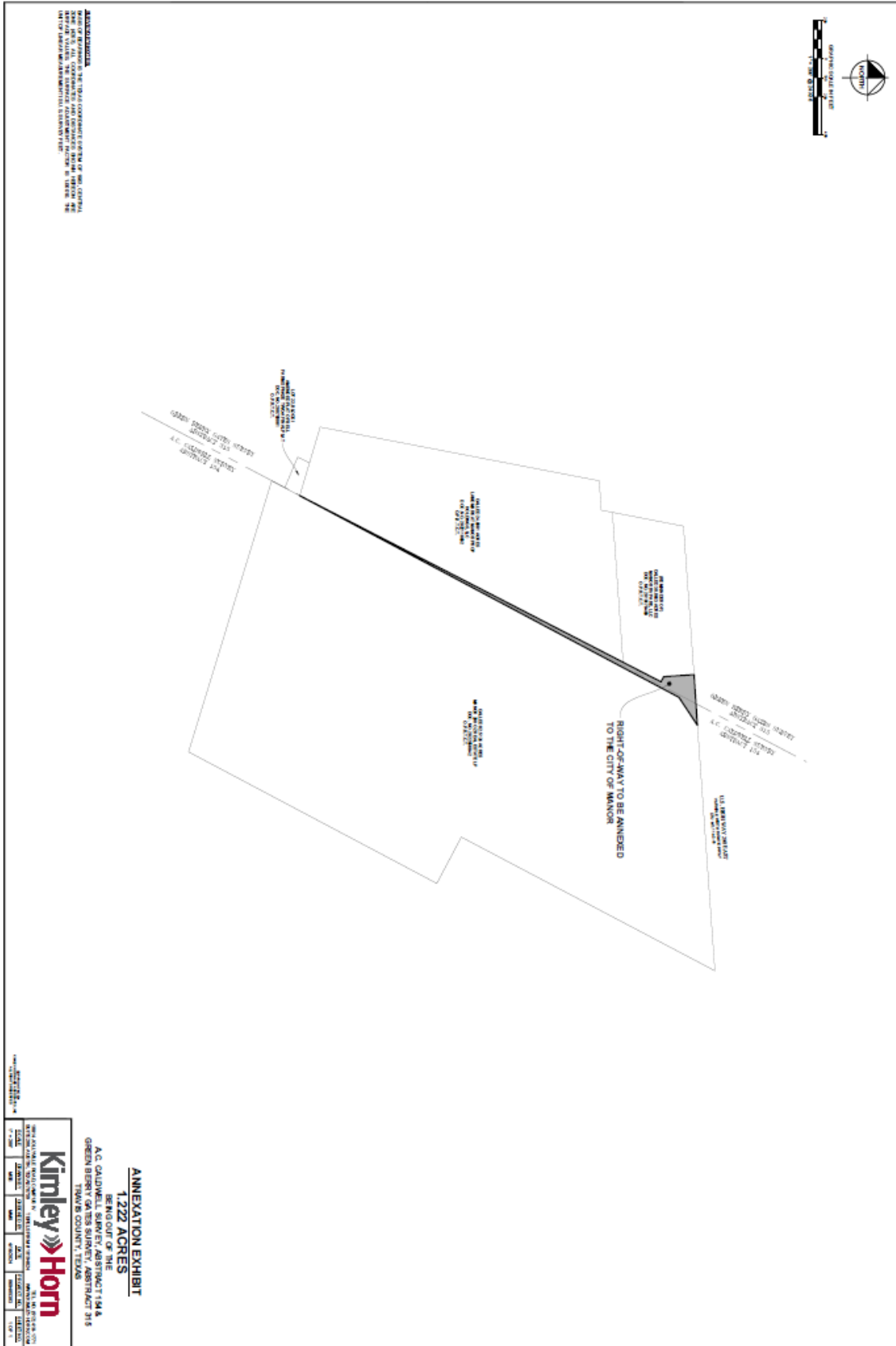


ANNEXATION EXHIBIT
1.222 ACRES
 BEING A PORTION OF THE
 A.C. CALDWELL SURVEY, ABSTRACT 154 &
 GREEN BERRY GATES SURVEY, ABSTRACT 315
 TRAVIS COUNTY, TEXAS



10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
 TPPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	MSB	MMI	4/16/2024	069405303	1 OF 4





SCHEDULE FOR RIGHT-OF-WAY (ROW) ANNEXATION***

Ginsel Tract ROW +/- 1.222 Acre Tract

Item 17.

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 1, 2024	COUNCIL CONSIDERS INITIATION OF ROW ANNEXATION - and sets two PUBLIC HEARINGS for June 5, 2024 and June 17, 2024	The two hearings are conducted not less than 20 days nor more than 40 days Loc. Gov't Code, § 43.063
May 2, 2024	COUNTY NOTICE deliver notice to county of City's proposed road ROW annexation	Not later than the 61 st day before the date of the proposed annexation. Loc. Gov't Code, §43.1055
May 24, 2024** Publish notice of first Public Hearing (Notify paper by 5pm Monday May 20 th)	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARING IS COMPLETE	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.063
June 5, 2024*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.063
May 31, 2024** Publish notice of second Public Hearing (Notify paper by 5pm Tuesday, May 28 th) and send school district notice and public entity notice(s)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARING IS COMPLETE	Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.063
June 5, 2024*	FIRST PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.063
June 17, 2024*	SECOND PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.063
June 17, 2024*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Loc. Gov't Code, §43.063
July 3, 2024; Or at a special called meeting after the 1st First Reading (City Charter, Section 4.06 (d))	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Second reading of annexation Ordinance – City Charter, Section 4.06(c); The annexation of the area must be completed within 90 days after instituting the annexation proceedings Loc. Gov't Code, §43.064
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD, if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022 	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**

****Newspaper notice to paper by 5p.m. Monday for publication on Friday of same week.**

*****ROW Annexation is pursuant to LGC 43.1055**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on the submission of a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, being one (1) acre, more or less, and located at the northwest intersection of FM 973 and US HWY 290, Manor, TX.
Applicant: Development Collaborative LLC
Owner: Endeavor Real Estate Group, Inc.

BACKGROUND/SUMMARY:

This lot is within the Manor Crossing development and is one of the pad site lots that fronts on US 290, near the intersection of the unopened Manor Crossing Boulevard. The developer is seeking to construct a multi-tenant building with two tenant spaces. One is marked for a restaurant with 2,408 square feet, and the other space is for the requested medical use at 3,860 sf. The medical use would represent approximately 61% of the building, but out of the entire Manor Crossing Development, it represents less than 1% (0.906% of the development’s total 425,868 square feet). A prior request for 7,500 square feet within the multi-tenant portion of the development was approved by the City Council at the April 17th, 2024 meeting. Together, these uses represent 2.67% of the entire project or 11,360 square feet.

The area of the Manor Crossing Development in our Comprehensive Plan is designated as Community Mixed-Use. Within the Nonresidential Development Types of Community Mixed-Use, the Comprehensive Plan encourages these districts to be 50/50 residential and nonresidential, and of the nonresidential, 50% is suggested for Retail, 40% for office, and 10% other (civic, parks, etc.). Permitting an additional 3,860 square feet of medical office within the Manor Crossing development would still keep the nonresidential mix well below the Comprehensive Plan’s suggested mix of retail and office, with office being only at 2.67%.

P&Z voted 5-0 to recommend approval.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of Intent
- Overall Site Plan
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the submission of a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, being one (1) acre, more or less, and located at the northwest intersection of FM 973 and US HWY 290, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

Manor Restaurant Investors, Ltd.
 c/o Endeavor Real Estate Group attn: Buck Cody and Charlie Northington
 500 W 5th Street, Suite 700
 Austin, TX 78701

May 15, 2024

City of Manor
 Attn: Planning and Zoning and Manor City Council
 c/o Mr. Scott Dunlop, Development Services Director

VIA EMAIL

Re: Manor Crossing – Chipotle Development (with Heartland Dental)

Mr. Dunlop,

The purpose of this letter is request a Special Use Permit (the “SUP”) to allow for medical use (dental) for a portion of our Chipotle-anchored two-tenant building located in Manor Crossing. As your team is aware we have finalized our plans and made our initial submission to the City a couple of weeks or so ago, and are making good progress regarding the procurement of the necessary building and site permits to get our project started. We have sincerely enjoyed working with all of the City of Manor stakeholders thus far and appreciate everyone’s support.

Heartland Dental will occupy approximately 3,860 sf immediately adjacent to Chipotle. Their hours vary on a location by location basis, but typical hours consist of 8:00 AM to 5:00 PM Monday through Friday. Heartland Dental was founded in 1997 and is the nation’s leading dental support organization, with 1,700 offices in 38 states. They operate under many different tradenames (i.e. stores are not called “Heartland Dental”), and partner with and support local dentists by relieving the doctors from the administrative burdens of running a dental practice so that the dentists can focus on their core competency (providing dental services). From the consumer’s point of view, a visit to a Heartland facility is no different than a visit to any other state-of-the-art dental facility. As the largest and most active retail developer in the region we have had the good fortune of working with Heartland on a number of different occasions and have always found them to be a wonderful co-tenant in the projects in which they operate.

Our leases with both Heartland and Chipotle are fully executed – and until just recently we believed that we were on the cusp of getting our project out of the ground and getting Chipotle opened in Manor. Heartland and Chipotle frequently co-exist in these new projects where Chipotle is on an end-cap, as Chipotle is only willing to enter non-major metro markets when they have tight control over their parking field and accessibility to their pick-up window. Chipotle will not go next to another restaurant user as part of a project like this because of parking and traffic constraints, and as is the case virtually everywhere true retail leases (not service or food) are virtually non-existent in small-shop format. Most importantly, from an underwriting, capitalization, and ultimately delivery standpoint we must have Heartland to get our project out of the ground. Consequently, we are moving forward with our request of the SUP and hope to have it in hand quickly so as to stay on our schedule and get Chipotle opened as soon as possible.


As you may be aware, medical office is specifically called out as an approved use in the development's REA, as the industry leading retailers (HEB and Home Depot, who drive the REA document) know that tenants like Heartland are found in the best retail shopping centers throughout Texas (including both The Domain and Saltillo – two of our most recent high-visibility projects).

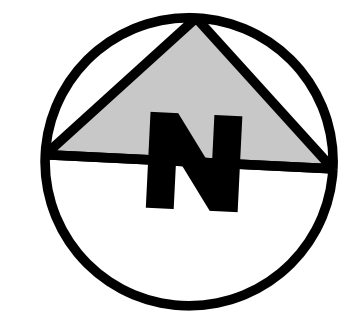
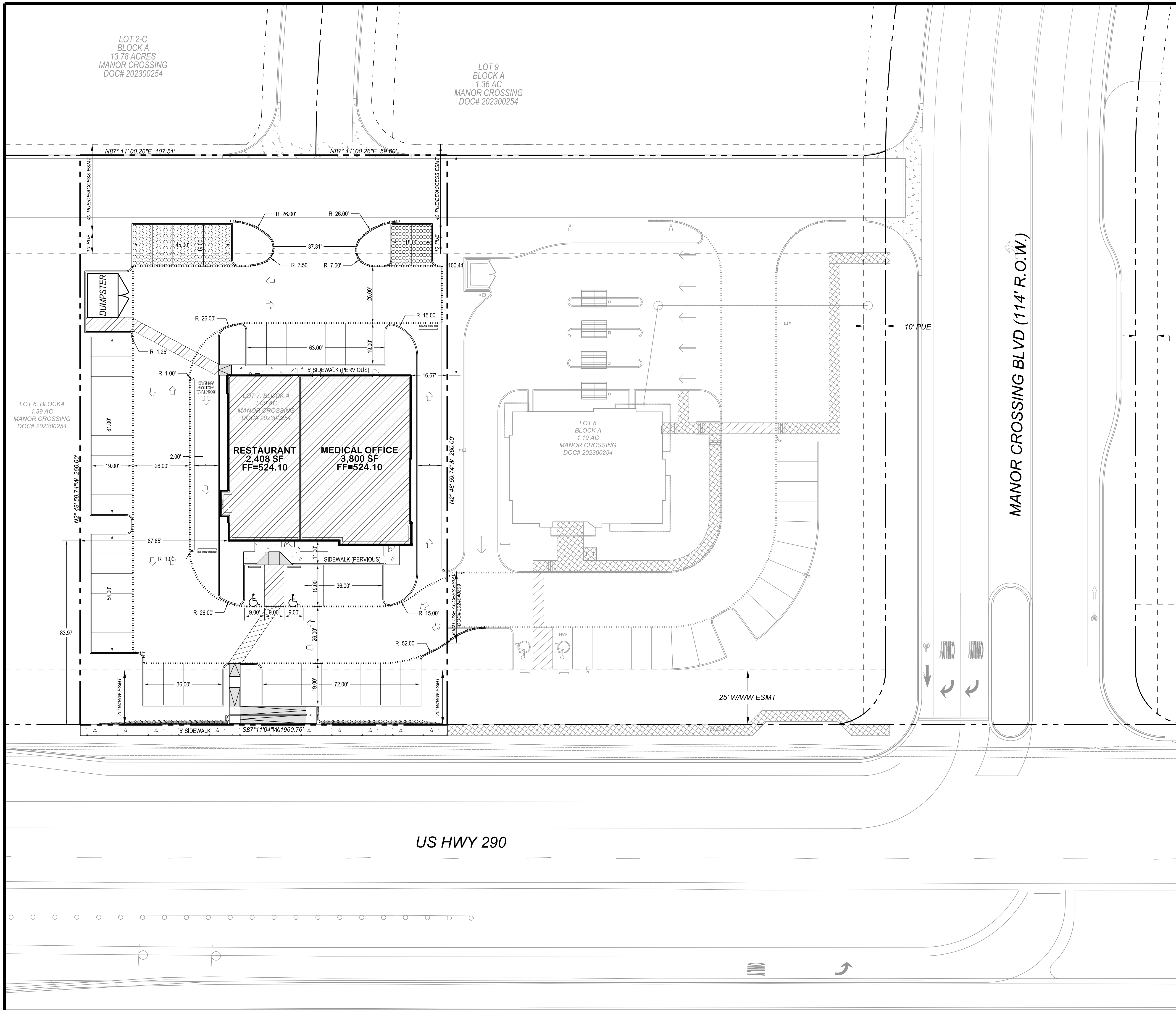
When reviewing requirements associated with the SUP we ask that both P&Z and City Council recognize that this permit “will not alter the character of the area adjacent to the property, will not impair the use of the adjacent conforming property, and will not impair the purpose of the regulations of the zoning district” because the project is surrounded by mixed use retail (Chili's, Chipotle, UFCU, and Discount Tire being the most proximate tenants). Furthermore, there is no question that the SUP will not impair the purpose of the regulations of the zoning district because Heartland is consistent with the definition of the zoning district in that it will be “serving local and regional needs”.

Please let us know if there are any unanswered questions or additional ways that I can be of service as we work to get this resolved. We sincerely appreciated the opportunity to sit down with City Staff and our client Home Depot many months ago when we kicked off that key component of this project and very much look forward to another successful Chipotle-centered outcome here as well.

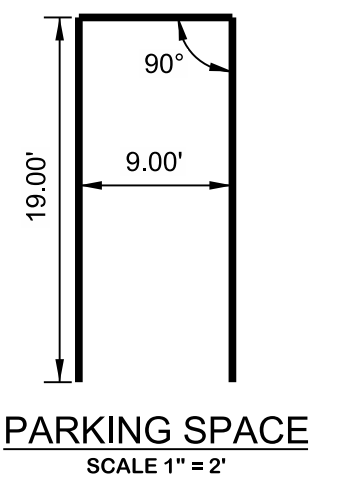
We sincerely appreciate the time and attention to this matter to date and are very proud of and thankful for the role we have played and will continue to play bringing best in class operators to Manor Crossing.

Highest and best regards,

By: 
Name: Buck Cody
Title: Manager



- LEGEND:**
- PROPERTY LINE
 - - - ADJACENT LOT LINE
 - - - EASEMENT LINE
 - - - FIRE LANE
 - ▭ ADA RAMP
 - ▭ ADA ROUTE
 - ▭ POROUS PAVEMENT



811
 Know what's below.
 Call before you dig.
 LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

SITE SUMMARY		
ZONING		C-2
GROSS SITE AREA	43,545 SF	1.00 AC
PROPOSED BUILDING USE		
RESTAURANT	2,408 SF	0.06 AC
MEDICAL OFFICE	3,800 SF	0.09 AC
PROPOSED BUILDING AREA (GROSS)	6,406 SF	0.15 AC
PROPOSED BUILDING HEIGHT	25 FT	
IMPERVIOUS COVER		
EXISTING IC	5,107 SF	0.12 AC
PROPOSED IC	6,406 SF	0.15 AC
BUILDING	22,970 SF	0.53 AC
PAVING	34,483 SF	0.79 AC
TOTAL IC	79,191 SF	1.80 AC
ALLOWABLE IC PER REGIONAL POND	34,836 SF	0.80 AC
	80.00%	
PARKING		
PARKING REQUIRED		
RESTAURANT (1-100)		24 SPACES
MEDICAL OFFICE (1-200)		19 SPACES
TOTAL		43 SPACES
PARKING PROVIDED		47 SPACES
		45 STANDARD
		2 ADA
BICYCLE RACKS REQUIRE		4 SPACES
BICYCLE RACKS PROVIDED		4 SPACES

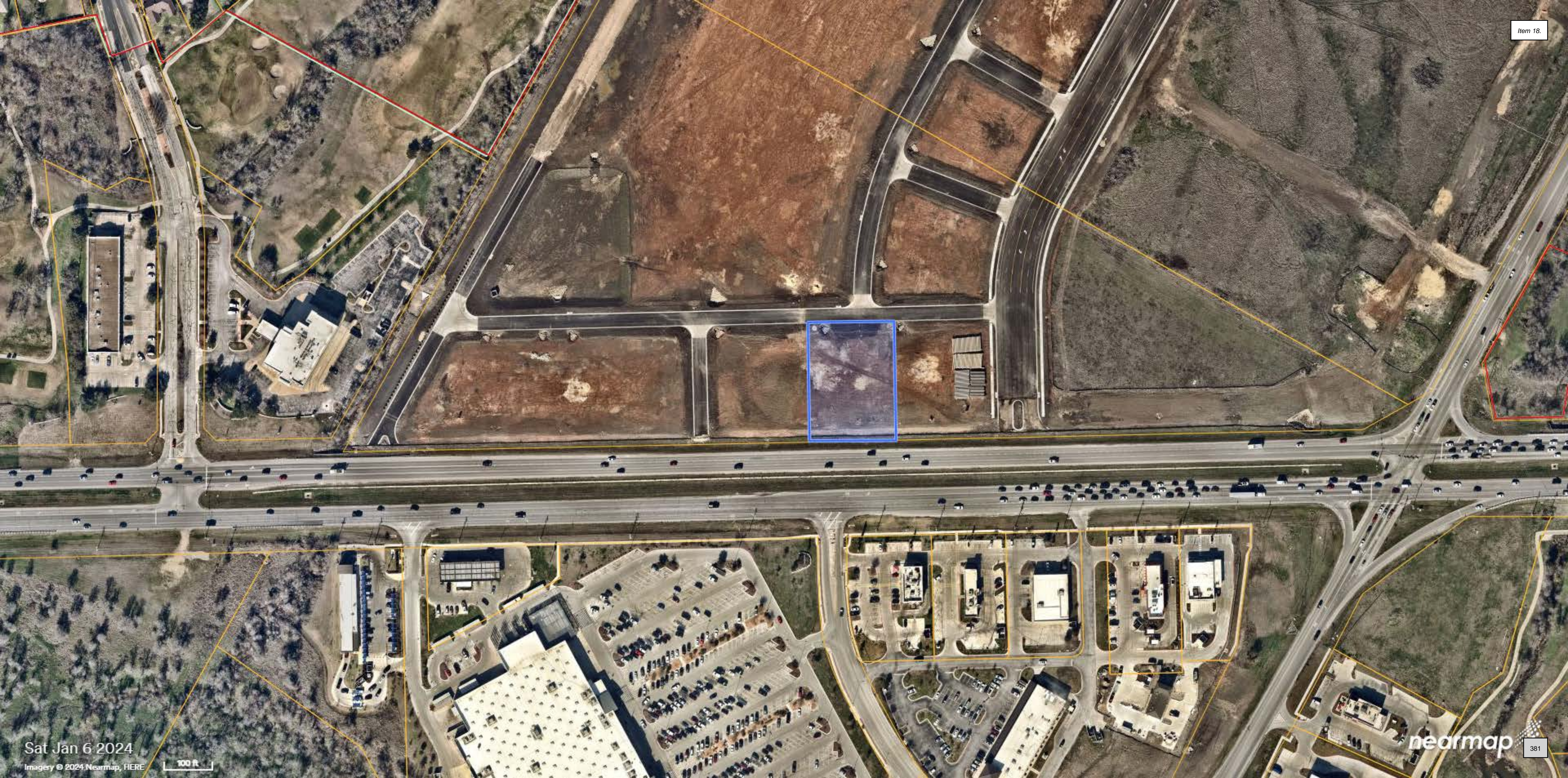
Rev	Description	Date

Development Collaborative
 105 South Canyonwood Dr.
 Suite E
 Dripping Springs, Texas 78620
 (512) 788-0909
 Firm No. 21751

STATE OF TEXAS
 JAMES R. McCANN
 92595
 LICENSED PROFESSIONAL ENGINEER
 James R. McCann
 04/25/2024

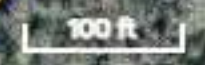
MANOR CROSSING, LOT 7, BLOCK A
 Plans for Site Improvements
 13100 N FM 973, Manor Texas 78653
SITE PLAN

SP1
 07
 21



Sat Jan 6 2024

Imagery © 2024 Nearmap, HERE



nearmap



5/20/2024

City of Manor Development Services

Notification for a Specific Use Request

Project Name: Chipotle/Heartland Dental SUP - Manor Crossing - Lot 7 Block A
 Case Number: 2024-P-1654-CU
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting Regularly Scheduled and Called Special Session meetings for the purpose of considering and acting upon the submission of a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, and being located at the northwest intersection of FM 973 and US HWY 290, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on the submission of a Specific Use Permit to permit up to 3,860 square feet of medical office and medical clinic in Manor Crossing Block A, Lot 7, for one (1) for lot on 1 acre, more or less, and being located at the northwest intersection of FM 973 and US HWY 290, Manor, TX.

Applicant: Development Collaborative LLC
Owner: Endeavor Real Estate Group, Inc.

The Planning and Zoning Commission will meet at 6:30PM on June 12, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

MC RETAIL LP (2003709)
2525 MCKINNON ST STE 700
DALLAS TX 75201-1549

13100 FM 973 INC (1922637)
10095 US HIGHWAY 290 E
MANOR TX 78653-0539

13100 FM 973 INC (1922637)
10095 US HIGHWAY 290 E
MANOR TX 78653-0539

13100 FM 973 INC (1922637)
10095 US HIGHWAY 290 E
MANOR TX 78653-0539

BOGATA PARTNERS LTD (2002570)
3839 BEE CAVES RD STE 204
WEST LAKE HILLS TX 78746-5318

UNIVERSITY FEDERAL CREDIT
UNION (1930719)
8303 N MOPAC EXPY STE A-105
AUSTIN TX 78759-8374

H-E-B LP (2002201)
646 S FLORES ST
SAN ANTONIO TX 78204

WAL-MART REAL ESTATE BUSINESS
TRUST (1303248)
PO BOX 8050
BENTONVILLE AR 72712-8055

CFT NV DEVELOPMENTS LLC
(1648815)
1683 WALNUT GROVE AVE
ROSEMOND CA 91770-3711

HAZA REALTY LP (1796039)
4415 HIGHWAY 6
SUGAR LAND TX 77478-4476

SURFVIEW MANOR LLC (1701612)
19 BAY VISTA DR
MILL VALLEY CA 94941-1604



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning one (1) lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial.

Applicant: Phantastic Endeavor LLC

Owner: Kimley-Horn

BACKGROUND/SUMMARY:

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

This property has direct frontage on US Hwy 290 (approximately 237') and is located almost to the eastern extent of the city limits. It is near the intersection of US 290 and Ballerstedt Rd as well as US 290 and Abrahamson Road. The area is a mix of commercial, industrial, and residential uses. Most of the residential uses are on the lots behind the subject lot along Voelker Lane with the closest residential unit being 425' from the subject lot's southern property line. The property to the west and across US 290 are vacant, and the property to the east is an existing small business that was rezoned to General Office on September 7th, 2022, by Ordinance 673. Within 750' are an industrial building housing a large mechanical/plumbing company, a concrete manufacturing facility, a storage unit business, and the residential units along Voelker Lane.

This area on our Future Land Use Map is designated as Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. The property owner is seeking to use the property for construction equipment sales, rentals, and repair services – similar to Anderson Machinery, ASCO, and Texas State Rentals. Under the city's zoning code, Construction and Equipment Sales (Major) are permitted in C-3 Heavy Commercial, IN-1 Light Industrial, and IN-2 Heavy Industrial.

The request for C-3 Heavy Commercial would permit the use of the property for Major Construction and Equipment Sales, which is a retail/industrial use, as well as all other uses permitted under C-3 Heavy Commercial. C-3 is the city's most permissive zoning category, being a mix of commercial and industrial uses. If the City Council is inclined to support the zoning and use of the property for Major Construction and Equipment Sales, it is recommended that certain uses be removed as permitted. This would keep the permitted uses more consistent

with the Future Land Use Maps designation as Commercial Corridor and the intent of that district. Suggest uses to be removed from C-3 are:

1. *Adult-Oriented Businesses* - an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center or other commercial enterprise the primary business of which is the offering of service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.
2. *Data Center* - a facility housing a collection of computer servers and associated components, such as telecommunication, storage and backup systems that supply information to a single or multiple end users off-site. Facilities typically require large amounts of electricity, strict temperature control and security, and will generally have few employees present on-site.
3. *Light Industrial* - a use engaged in the manufacture of finished products or parts predominantly from previously prepared materials, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing.
4. *Offices, Warehouse* - a building, or a portion of a building which is a structurally separate and functionally distinct unit, primarily devoted to storage, warehousing and distribution of goods, merchandise, supplies, and equipment. Accessory uses may include retail and wholesale sales areas, sales offices, and display areas for products sold and distributed from the storage and warehousing areas.
5. *Product Development Services (general)* - development and testing of non-hazardous products related to research services.
6. *Research Services (general)* - establishments engaged in research of an industrial or scientific nature not involving or requiring the use of any biological, chemical or other agent that could cause a hazard to adjacent property. Typical uses include electronics research laboratories, and development and testing of computer software packages
7. *Truck Stop or Travel Center* - a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.
8. *Vehicle Storage Facility* - a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year. This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.

Removing the above uses as permitted on the property would keep the allowable uses more in line with what is permitted under C-2 Medium Commercial, but still allow for Major Construction and Equipment Sales.

****Please note – gas stations are permitted by right in C-3 Heavy Commercial**, meaning one could be constructed on the lot without a Specific Use Permit. If the City Council is not inclined to support a gas station on this property, *Gas Station (full service)* and *Gas Station (limited)* should also be added to the removed list.

P&Z voted 5-0 to recommend approval with the removal of the following uses: Adult-Oriented Businesses; Data Center; Light Industrial; Offices, Warehouse; Product Development Services (general); Research Services (general); Truck Stop or Travel Center; Vehicle Storage Facility.

P&Z added the following additional uses to be removed:

1. Gas Station (full service)
2. Gas Station (limited)
3. Alcohol Beverage Establishment
4. Brewery (micro)
5. Brewery (regional)
6. Brewpub
7. Distillery (micro)
8. Distillery (regional)
9. Liquor store.

The P&Z Commission felt that alcohol sales were not appropriate for the area and next to heavy machinery sales and there are enough properties with existing gas stations and entitlements to gas stations that this property does not need to be permitted gas sales.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance
- Letter of Intent
- Rezoning Map
- Aerial Image
- C-3 permitted uses
- Comprehensive Plan FLUM
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an Ordinance rezoning one (1) lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial with the following uses removed: Adult-Oriented Business, Data Center, Light Industrial, Offices Warehouse, Product Development Services (general), Research Services (general), Truck Stop or Travel Center, and Vehicle Storage Facility.

PLANNING & ZONING COMMISSION:	Recommend Approval X; with conditions	Disapproval	None
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO HEAVY COMMERCIAL (C-3); 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 hearing 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 Heavy Commercial (C-3). The Property is accordingly hereby rezoned to Heavy Commercial (C-3).

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 17th day of June 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST

Lluvia T. Almaraz,
City Secretary

ORDINANCE NO.

Page 2

EXHIBIT "A"

Property Address:
16011 E US Hwy 290, Elgin, TX 78621

Property Legal Description:

Lot 15 Bluebonnet Park, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 95, Page 2, Plat Records of Travis County, Texas.



April 12, 2024

Scott Dunlop, AICP
 City of Manor Development Services Department
 105 E. Eggleston St.
 Manor, TX 78653

Via Electronic Submittal

RE: Application for rezoning; 4.8 acres located at 16011 East US Hwy 290, Manor, TX 78621 (the "Property")

Dear Mr. Dunlop,

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is located west of Ballerstedt Rd and Hwy 290 (see Location Map attached) and is currently zoned Agriculture (A). The proposed zoning is a Heavy Commercial (C-3) zoning. The purpose for the rezoning to allow for commercial development along the Hwy 290 corridor that will meet the needs of Manor's growing population from Agricultural zoning to C-3 Zoning. Currently, the property to the east is zoned General Office (GO) to the east, unzoned property and Heavy Industrial (IN-2) to the north, and Agriculture (A) zoning to the west and south.

According to the Destination Manor 2050 Comprehensive Plan, the Property's future land use is Commercial Corridor, which contemplates commercial zoning for commercial/retail services that serve local and regional residents. This project is supported by the Comprehensive Plan as this zoning classification allows for a mix of commercial, retail, and service-oriented businesses, which will not only stimulate local economic growth but also provide convenient access to goods and services for residents.

The proposed use is construction equipment sales, rentals, and repair services. Equipment brands that would be offered includes Bell trucks, Hyundai Construction Equipment Sakai, Fuchs, Kinshofer, BuiltRite, K-Tec Scrapers. The proposed development includes service bays, sales area, and office space.

If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

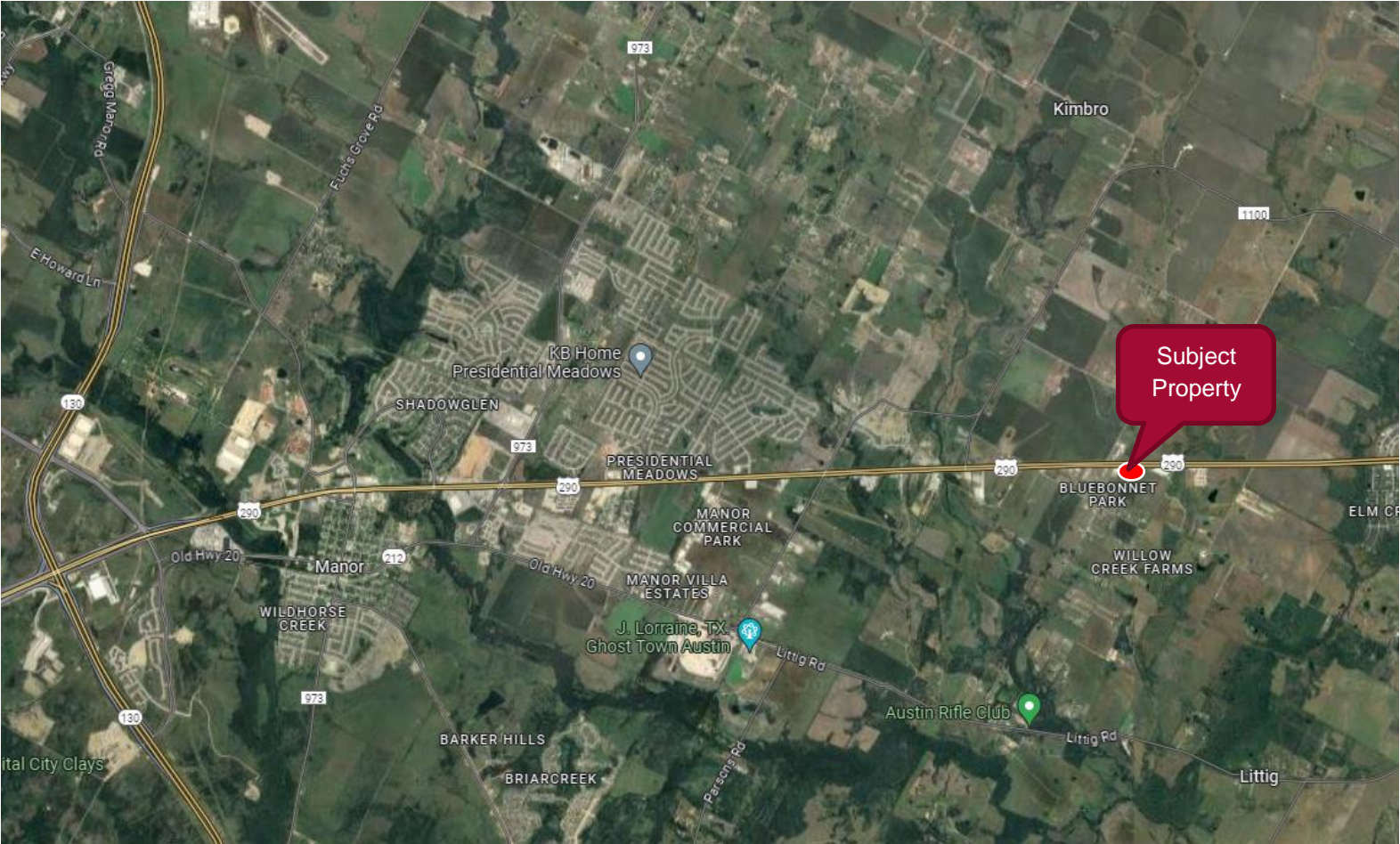
Sincerely,

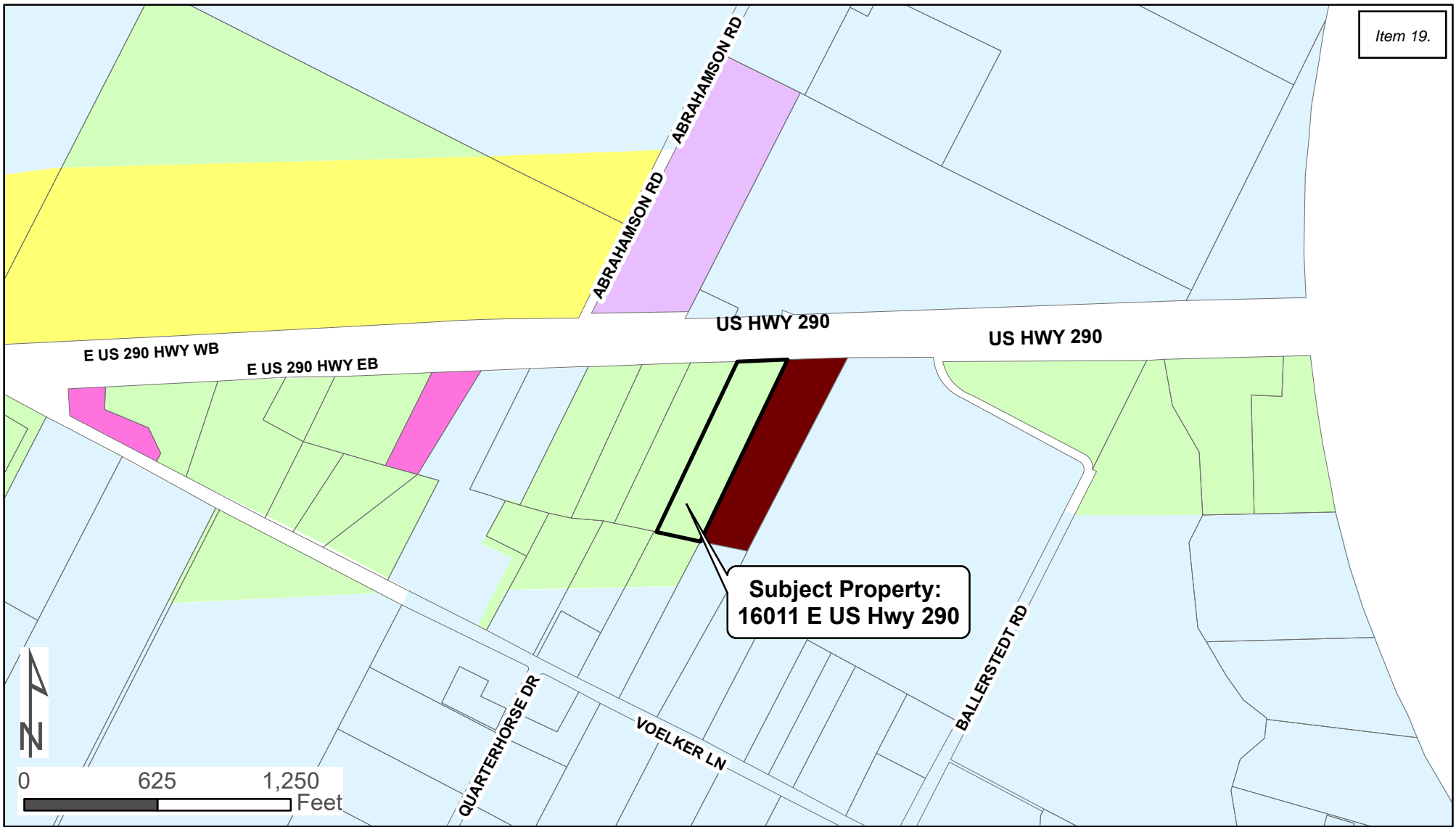
Jonathan Sosebee, AICP

Location Map



Location Context





**Subject Property:
16011 E US Hwy 290**



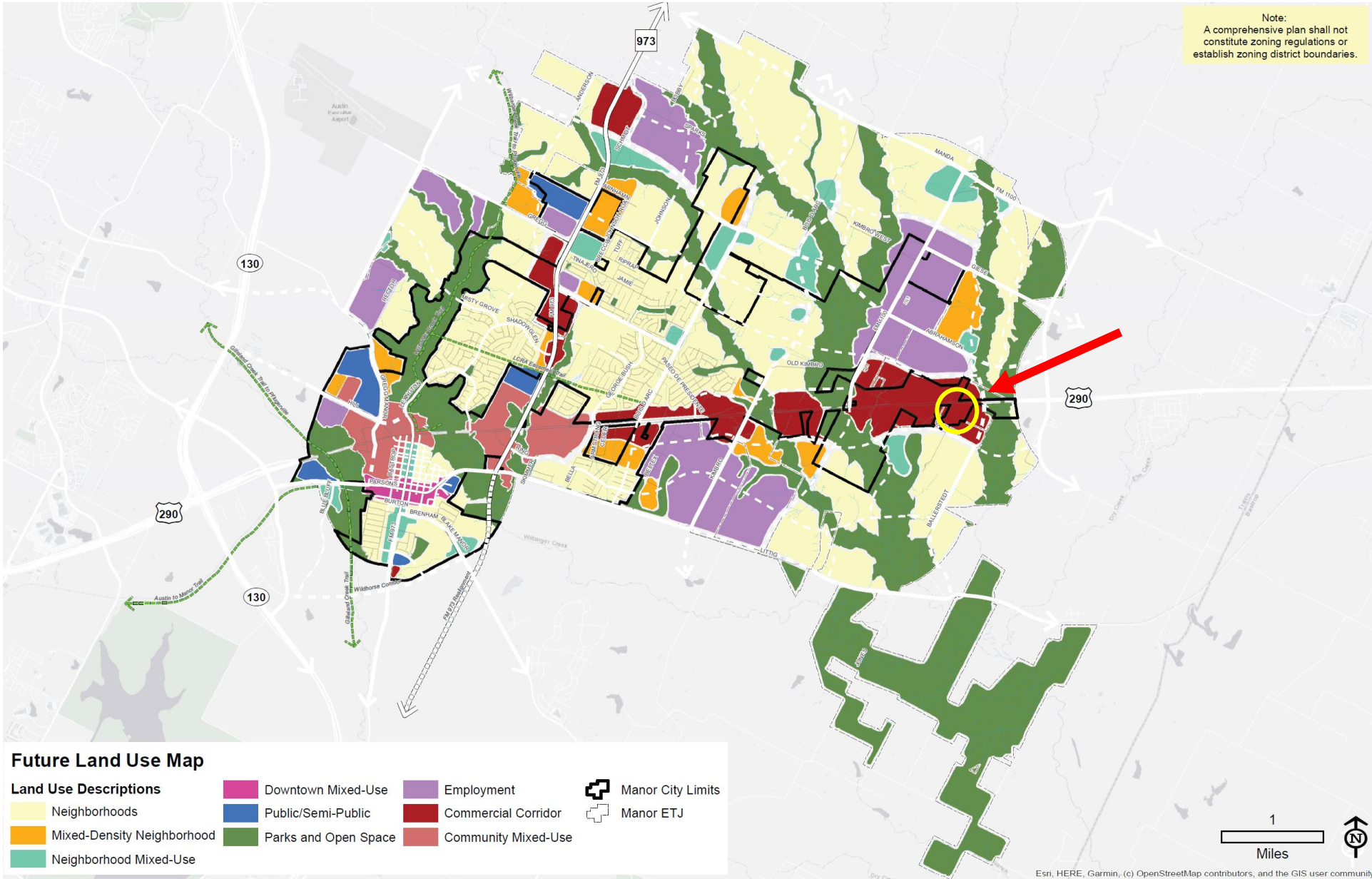
**Current:
(A) Agricultural**

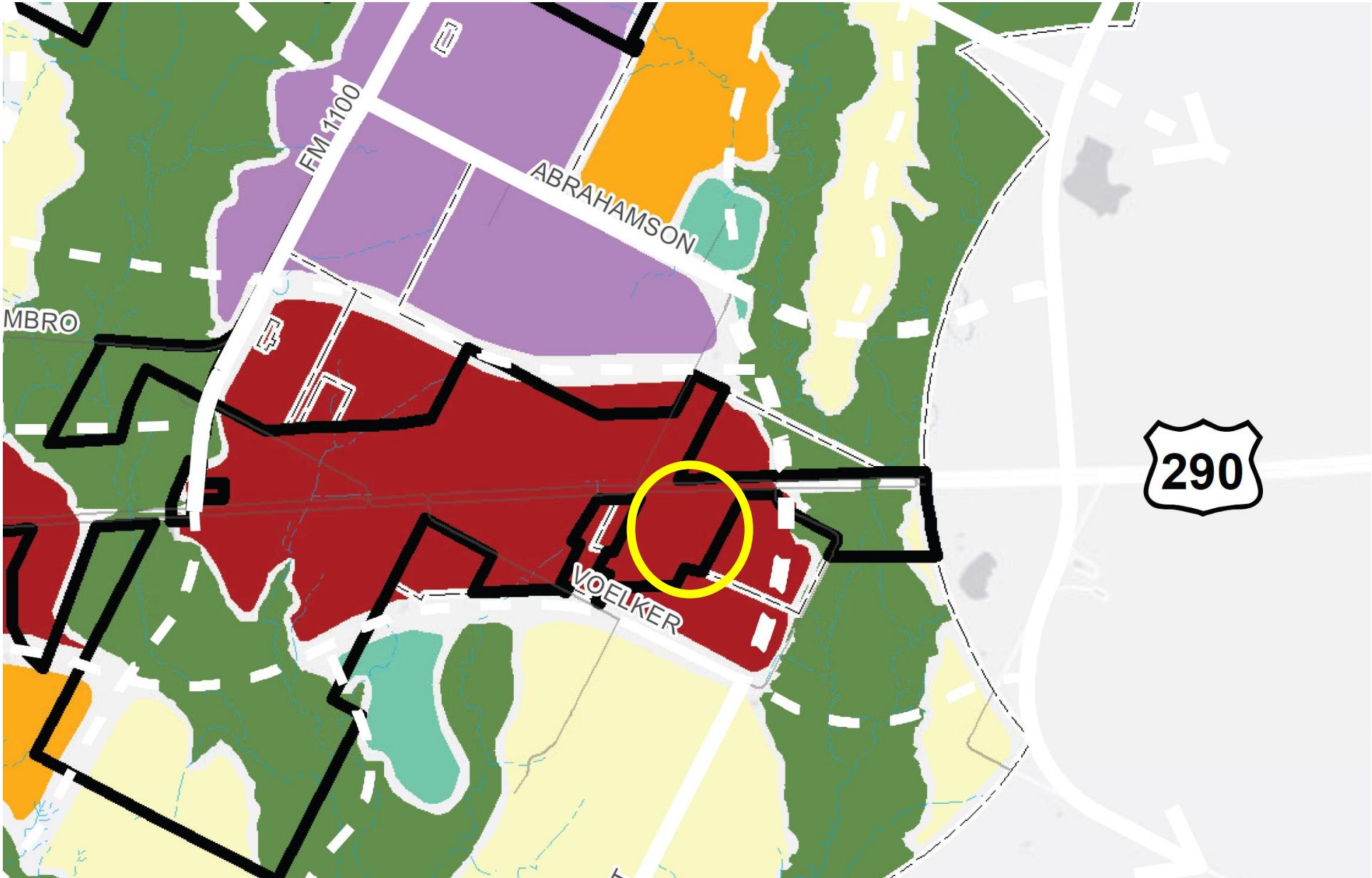
**Proposed:
(C-3) Heavy Commercial**

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETJ









COMMERCIAL CORRIDOR

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

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

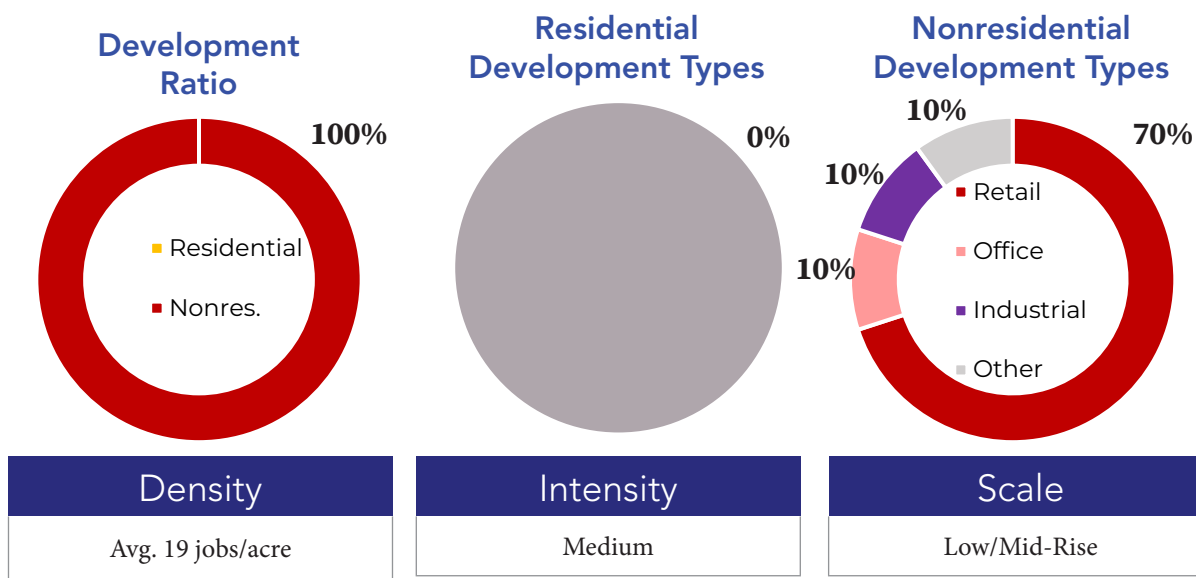
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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

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

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

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



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

C-3

Heavy Commercial

The heavy commercial district allows for a mix of large-format commercial uses and light industrial uses and is intended to serve as employment centers for the community and region. Heavy commercial uses should have direct frontage along major highways.

Permitted and Conditional Uses

Non-residential Uses

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

C-3

Heavy Commercial

Site Development Standards

Lot	Massing		
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	200 ft ¹	Minimum Setbacks:	
Maximum principle structure lot coverage	60% ²	Front Setback	20 ft
Maximum principle and accessory structure lot coverage	70%	Streetside Setback	20 ft
		Exterior Side Setback	40 ft ⁶
		Rear Setback	40 ft ⁶
Landscape Requirement	15% ³		
Streetscape Yard	15 ft ⁴		
Bufferyard	30 ft ⁵		

¹ Corner lots add 10 ft

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

³ 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

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

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

⁶ Setback to non-residential can be 15 ft



5/20/2024

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 16011 E US Hwy 290 rezoning from (A) agricultural to (C-3) Heavy Commercial
Case Number: 2024-P-1643-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting Regularly Scheduled and Called Special Session meetings for the purpose of considering and acting upon a Rezoning Application for 16011 E US Hwy 290, Manor, TX from (A) Agriculture to (C-3) Heavy Commercial. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) for lot on 4.475 acres, more or less, and being located at 16011 E US Hwy 290, Manor, TX from (A) Agricultural to (C-3) Heavy Commercial.

Applicant: Phantastic Endeavor LLC
Owner: Kimley-Horn

The Planning and Zoning Commission will meet at 6:30PM on June 12, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
(T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

LOUGRACE VERNA
15916 VOELKER LN
ELGIN, TX 78621-4111

CHUNG BENJAMIN TAEHOON
PO BOX 812
MANOR, TX US 78653-0812

BRADLEY BLANCHE
16100 VOELKER LN
ELGIN, TX 78621-4108

Item 19.

LINVILLE LLC
1100 N AVENUE F
ELGIN, TX 78621-1035

PHAN HAI VAN
7205 CURPIN CV
AUSTIN, TX 78754-5781

KERLIN JIMMY R & BRENDA J
16000 VOELKER LN
ELGIN, TX 78621-4106

16023 HWY 290 LLC
108 FRED COUPLES DR
ROUND ROCK, TX 78664-4036

BRADLEY BLANCHE D
16100 VOELKER LN
ELGIN, TX 78621-4108

BRYANT CRAIG T
PO BOX 1534
BROWNWOOD, TX 76804-1534

424 GILMER LLC
12702 SHERBOURNE ST
AUSTIN, TX 78729-4541

ABRAHAMSON ROYCE L
7009 BENT OAK CIR
AUSTIN, TX 78749-2301



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a License Agreement for the New Haven Development.

BACKGROUND/SUMMARY:

This License Agreement follows the city’s template and is consistent with the terms of the Development Agreement approved on April 19, 2023. This License Agreement allows the developer to place improvements on city property and the developer or HOA will maintain those improvements.

The Development Agreement provides that all Public Amenities be maintained by the developer or HOA, and these Amenities include: Within the Nature Preserve - an 8’ concrete primary trail, a 6’ concrete secondary trail, and benches approximately every 300’. Within Park A – (1) shade structure, (1) 2-5 years old playground, (1) 5-12 years old playground, (1) swing set, (2) independent play equipment, 6’ concrete sidewalk, (1) trash receptacle, (2) picnic tables, (2) benches. Within the Trail area – an 8’ concrete primary trail and benches approximately every 300’. Within Park B – 8’ concrete primary trail, 6’ concrete secondary trail, (1) gazebo, benches approximately every 300’, and trash receptacles approximately every 300’. Further, the License Agreement also includes maintenance of landscaping and irrigation in parks A and B as well as along the primary collector roadway.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a License Agreement for the New Haven Development and authorize the City Manager to execute the agreement.

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

CITY OF MANOR LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on this the ____ day of June, 2024, (the “Effective Date”) by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City” or “Licensor”), and Gregg Lane Dev LLC, a Texas limited liability company (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

RECITALS:

WHEREAS, The Newhaven Subdivision contains some publicly-owned land within its boundaries; and

WHEREAS, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Newhaven Subdivision to construct, improve, install, and maintain improvements under the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, installation and maintenance of certain landscaping, irrigation facilities, park improvements and monumentation located within the Newhaven Subdivision, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

The above-described publicly-owned property, hereinafter referred to as the “Licensed Property”, is further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws,

ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a reasonably timely manner without delay that is caused by Licensee; and (c) Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

III. FEE

3.01. No annual fee shall be due in connection with this Agreement.

IV. CITY'S RIGHTS TO LICENSED PROPERTY

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the Licensed Property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property.

V. INSURANCE

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City

Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02 Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

6.02. To the extent allowed by law, the City shall indemnify, defend, and hold harmless Licensee and its officers, members, managers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the City on, within, or with respect to the Licensed Property and/or Improvements, including any acts or negligent omissions of the City, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of Licensee; provided that for the purposes of the foregoing, Licensee entering into this Agreement shall not be deemed to be a "negligent or willful act."

VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall

reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this license.

City:

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

with a copy to:

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

Licensee:

Gregg Lane Dev LLC
Attn: Sudharshan Vembutty
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

with a copy to:

The Vastine Law Firm, PLLC

Attn: Scott K. Vastine
 1701 Rosewood Street
 Houston, Texas 77004
 scott@vastinelaw.com

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

7.06. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

VIII. COMMENCEMENT AND TERMINATION

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

XI. TERMINATION

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- (b) Use of the right-of-way area becomes necessary for a public purpose;
- (c) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;

(d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

(e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

X. EMINENT DOMAIN

10.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

XI. INTERPRETATION

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

XII. APPLICATION OF LAW

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

XIII. VENUE

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

XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

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

XV. ASSIGNMENT

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this

Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

ACCEPTED this the _____ day of June, 2024.

THE CITY:
CITY OF MANOR

Scott Moore, City Manager

ATTEST:

By: _____

Name: Lluvia T. Almaraz, TRMC

Title: City Secretary

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of June, 2024, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

Notary Public, State of Texas

LICENSEE:

GREG LANE DEV LLC,
a Texas limited liability company

By: Greg Lane Manager LLC,
its Manager

By: SVAG Asset Management, LLC,
its Manager

By: _____
Name: Sudharshan Vembutty
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

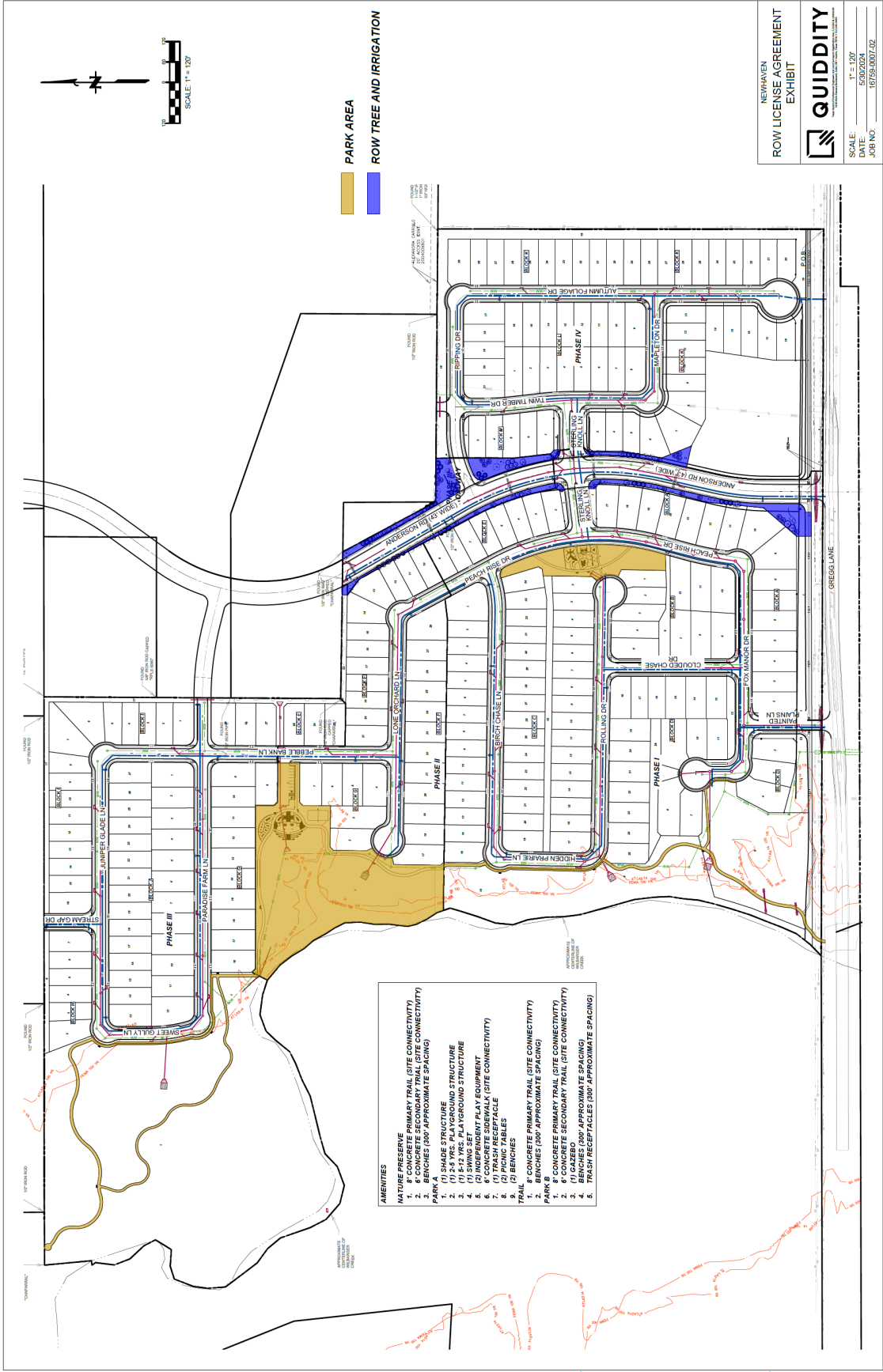
This instrument was acknowledged before me on this ____ day of _____, 20__, by
_____, as _____ of _____,
a _____, on behalf of said _____.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

Exhibit "A"
[attachment follows this page]



NEWHAVEN
**ROW LICENSE AGREEMENT
 EXHIBIT**

GUIDDITY
PROFESSIONAL ENGINEERING AND ARCHITECTURE

SCALE: 1" = 100'
 DATE: 5/30/2024
 JOB NO.: 18759-0007-02



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Subdivision Concept Plan for three hundred and twenty-five (325) lots on 113.415 acres, more or less, and being located at located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.

*Applicant: Jamison Civil Engineering LLC
Owner: Okra Land Incorporated*

BACKGROUND/SUMMARY:

This plat has been approved by our engineers and is in conformance with the approved PUD. The Okra Subdivision PUD was approved by Ordinance 720 on October 2nd, 2023. This Concept Plan for the entire subdivision (113.415 acres) consists of 309 single-family lots, 1 commercial lot, and 15 open space/landscape/drainage lots. The project is split into three phases.

There are 8.8 acres of non-floodplain parkland, 10.9 acres of floodplain open space, and 3.9 acres of detention facilities. Portions of the parkland and floodplain will have 8’ concrete trails that connect to Shadowglen to the south and Monarch Ranch to the north, consistent with the city’s trails master plan.

The plan is also consistent with the city’s thoroughfare plan with the continuation of the primary collector Silent Falls Way from Shadowglen to connect to the roadway in Monarch Ranch, which then connects to Gregg Lane.

As agreed to by TxDOT, Travis County, and the City (by the approval of the Development Agreement on October 2nd, 2023), the developer will provide the following traffic improvements to FM 973: southbound right turn lane with 100 ft taper at site entrance roadway, two-way left turn lane (center turn lane) from Suncrest Road (southern intersection with FM 973) to Tinajero with a 100 ft taper at Suncrest Rd.

Water and wastewater will be provided by the City.

Planning and Zoning voted 5-0 to recommend approval.

LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Concept Plan
- Aerial Image
- Engineer Comments

- Conformance Letter
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Subdivision Concept Plan for three hundred and twenty-five (325) on 113.415 acres, more or less, and being located at located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

X

OKRA SUBDIVISION CONCEPTUAL PLAN

COMMON OWNERSHIP LOTS
 LOT 3 BLOCK A
 LOT 13 BLOCK B
 LOT 2 BLOCK F
 LOT 13 BLOCK C
 LOT 17 BLOCK D
 LOT 25 BLOCK E
 LOT 26 BLOCK E
 LOT 22 BLOCK G
 LOT 25 BLOCK I
 LOT 26 BLOCK E
 LOT 1 BLOCK J
 LOT 1 BLOCK K
 LOT 37 BLOCK K
 LOT 24 BLOCK M

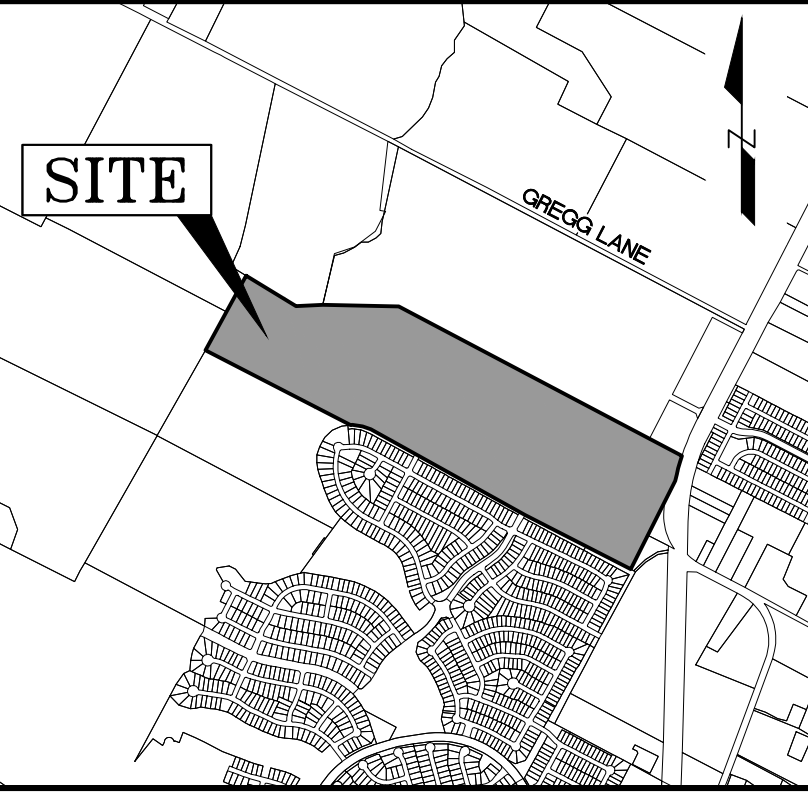
ESTIMATED TIMING OF PHASES
 PHASE 1 - 08/01/23, DEPENDENT ON PERMIT APPROVAL
 PHASE 2 - 1 TO 2 YEARS AFTER PHASE 1, DEPENDENT ON LOT SALES
 PHASE 3 - 1 TO 2 YEARS AFTER PHASE 2, DEPENDENT ON LOT SALES

RETAIL/COMMERCIAL (LOT 1 BLOCK F) TRAFFIC COUNT = 11,738 TRIPS/DAY

WATER CALCULATIONS (Per COA Criteria)				
Single Family:				
Peak Hour	309 LUEs	x	3.5 people x	900 gal/person/day = 973350 gpd = 675.9 gpm
Peak Day	309 LUEs	x	3.5 people x	530 gal/person/day = 573195 gpd = 398.1 gpm
Fire Demand	1000 gpm	for	1 HR	
Commercial:				
Peak Hour	30 LUEs	x	3.5 people x	900 gal/person/day = 94880 gpd = 65.9 gpm
Peak Day	30 LUEs	x	3.5 people x	530 gal/person/day = 55873 gpd = 38.8 gpm
Fire Demand	4500 gpm	for	2 HR	(No Sprinkler)
Fire Demand	2250 gpm	for	2 HR	(With Sprinkler & 50% Reduction)
Total:				
Peak Hour	339 LUEs	x	3.5 people x	900 gal/person/day = 1068230 gpd = 741.8 gpm
Peak Day	339 LUEs	x	3.5 people x	530 gal/person/day = 629068 gpd = 436.9 gpm
Fire Demand	4500 gpm	for	2 HR	(No Sprinkler)
Fire Demand	2250 gpm	for	2 HR	(With Sprinkler & 50% Reduction)

WASTEWATER CAPACITY CALCULATIONS				
	Unit	LUEs	Total LUEs	TOTAL POPULATION (capita)
RESIDENTIAL UNITS				
Retail /Commercial	50,000.0 sf	0.000602 LUE/Unit	30	105.42
Single-Family	309.0 lots	1 LUE/Unit	309	1,081.50
Multi-family	0.0 units	0.70000 LUE/Unit	0	0.00
			1 LUE = 3.5 cap	339
TOTAL EQUIVALENT POPULATION				1,186.92
Average Dry Weather Flow, gpd	70 gpd/cap			83,084.52
Average Dry Weather Flow, gpm				57.70
Peak Flow Factor				3.75
Peak Flow, gpd				311,632.03
Maximum Dry Weather Flow, gpm				216.4
Service Area, ac				136.34
Inflow/Infiltration, gpd	750 gpd/ac			102,256.50
Maximum Wet Weather Flow, gpd				413,888.53
Net Maximum Wet Weather Flow, gpm				287.4
Minimum Flow Factor				0.21
Minimum Dry Weather Flow, gpd				17,190.39
Minimum Dry Weather Flow, gpm				11.94

OVERALL SUMMARY TABLE - PER PRELIMINARY PLAN				
	NO. OF LOTS	TOTAL AREA (SF)	TOTAL AREA (AC)	PERCENTAGE (%)
SINGLE FAMILY LOTS	309	2,426,651	55.708	49.1%
COMMERCIAL	1	179,085	4.111	3.6%
OPEN SPACE / LANDSCAPE / DRAINAGE	15	1,475,178	33.865	29.9%
R.O.W. / STREETS*		859,445	19.730	17.4%
TOTAL	325	4,940,358	113.415	100.0%



LOCATION MAP
SCALE: 1" = 2000'

OWNER/DEVELOPER: OKRA LAND INCORPORATED
 9505 JOHNNY MORRIS ROAD
 AUSTIN, TEXAS 78724
 PHONE: 512-466-4782

ACREAGE: 113.415 ACRES

SURVEY: S. BACON SURVEY, ABSTRACT NO. 62

DATE PREPARED: 12/20/2023

NUMBER OF BLOCKS: 11

NUMBER OF LOTS: 325
(SEE TABLE THIS SHEET FOR BREAKOUT)

LINEAR FEET OF NEW STREETS: 19,566 LF

BENCHMARK: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "CH92".

4" ALUMINUM DISK SET IN CONCRETE

TEXAS STATE PLANE COORDINATES:
 N 10110371.83
 E 3180273.95

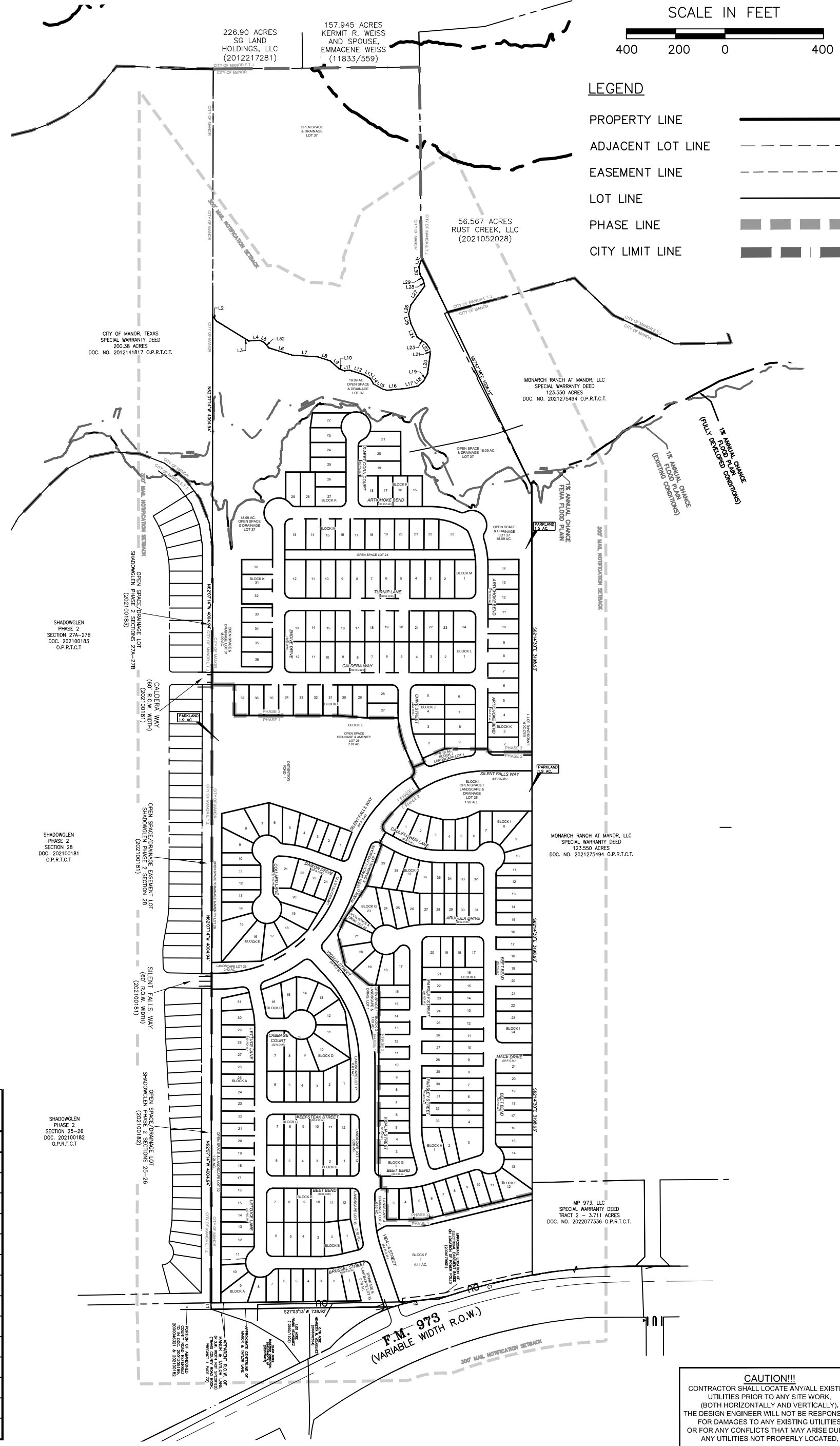
ELEVATION = 590.42'
 VERTICAL DATUM: NAVD 88 (GEOID 18)

SURVEYOR: CHAPARRAL PROFESSIONAL LAND SURVEYING
 3500 McCALL LANE
 AUSTIN, TEXAS 78744
 TBPES FIRM NO. 10124500
 PHONE: (512) 443-1724

ENGINEER: JAMISON CIVIL ENGINEERING, LLC.
 13812 RESEARCH BLVD. #B-2
 AUSTIN, TEXAS 78750
 TBPES NO. F-17756
 PHONE (737) 484-0880
 STEPHEN R. JAMISON, P.E.

LAND USE SUMMARY TABLE	
LOT TYPE	NO. LOTS
SINGLE FAMILY	309
COMMERCIAL	1
OPEN SPACE / LANDSCAPE / DRAINAGE	15
TOTAL	325

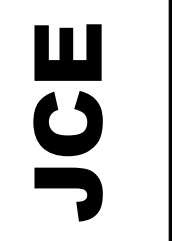
STREET NAME	ROW WIDTH (FT)	PAVEMENT WIDTH (FOC-FOC) FT	CURB TYPE	LENGTH (FT)	CLASS	SIDEWALK CLEAR ZONE (FT)	SIDEWALK (FT)	SIDEWALK LOCATION)	DESIGN SPEED
VIDALIA STREET	64	44	CURB & GUTTER	1626	PRIMARY COLLECTOR	6' (Min.)	4	BOTH SIDES	35
LETTUCE LANE	50	30	CURB & GUTTER	1630	LOCAL	Optional	4	BOTH SIDES	30
BEET STREET	50	30	CURB & GUTTER	2682	LOCAL	Optional	4	BOTH SIDES	30
BEEF STEAK STREET	50	30	CURB & GUTTER	4333	LOCAL	Optional	4	BOTH SIDES	30
CABBAGE COURT	50	30	CURB & GUTTER	165	LOCAL	Optional	4	BOTH SIDES	30
COLLARD COVE	50	30	CURB & GUTTER	601	LOCAL	Optional	4	BOTH SIDES	30
PARSLEY STREET	50	30	CURB & GUTTER	1009	LOCAL	Optional	4	BOTH SIDES	30
PARSLEY COVE	50	30	CURB & GUTTER	485	LOCAL	Optional	4	BOTH SIDES	30
MACE DRIVE	50	30	CURB & GUTTER	173	LOCAL	Optional	4	BOTH SIDES	30
SILENT FALLS WAY	64	44	CURB & GUTTER	1728	PRIMARY COLLECTOR	6' (Min.)	4	BOTH SIDES	35
ARTICHOKE WAY	50	30	CURB & GUTTER	2438	LOCAL	Optional	4	BOTH SIDES	30
GREEN BEAN DRIVE	50	30	CURB & GUTTER	419	LOCAL	Optional	4	BOTH SIDES	30
CALDERA WAY	50	30	CURB & GUTTER	1099	LOCAL	Optional	4	BOTH SIDES	30
TURNIP LANE	50	30	CURB & GUTTER	825	LOCAL	Optional	4	BOTH SIDES	30
SWEET CORN COURT	50	30	CURB & GUTTER	353	LOCAL	Optional	4	BOTH SIDES	30



LEGEND

- PROPERTY LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- LOT LINE
- PHASE LINE
- CITY LIMIT LINE

JAMISON CIVIL ENGINEERING LLC
 (TX. PE FIRM REG. #F-17756)
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 INFO@JAMISONENG.COM



OKRA SUBDIVISION
CONCEPTUAL PLAN - OVERALL
MANOR, TEXAS 78653

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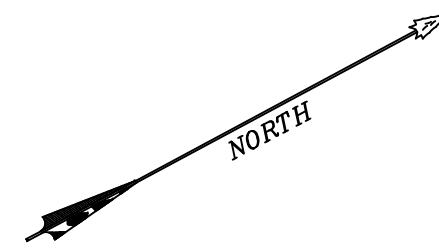
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Date:	Checked By:
Revision 1:	Drawn By: DSP
Revision 2:	
Revision 3:	
Revision 4:	

CAUTION!!!
 CONTRACTOR SHALL LOCATE ANY ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

SHEET
01 of 07

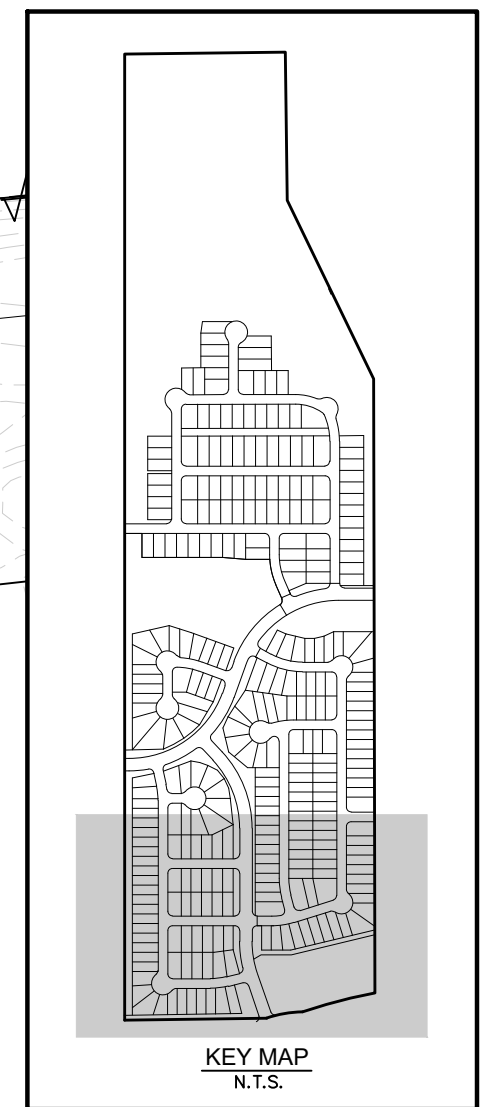
OKRA SUBDIVISION CONCEPTUAL PLAN

MATCH LINE SHEET 2 OF 4

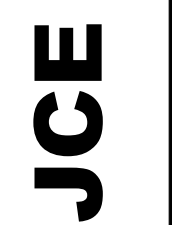


LEGEND

- PROPERTY LINE
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- EASEMENT LINE
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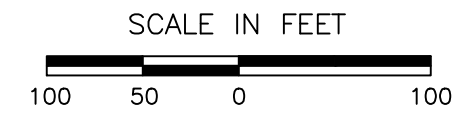
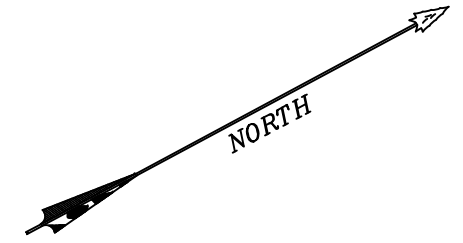
OKRA SUBDIVISION
CONCEPTUAL PLAN - SHEET 1 OF 4
MANOR, TEXAS 78653

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Revision 3:	
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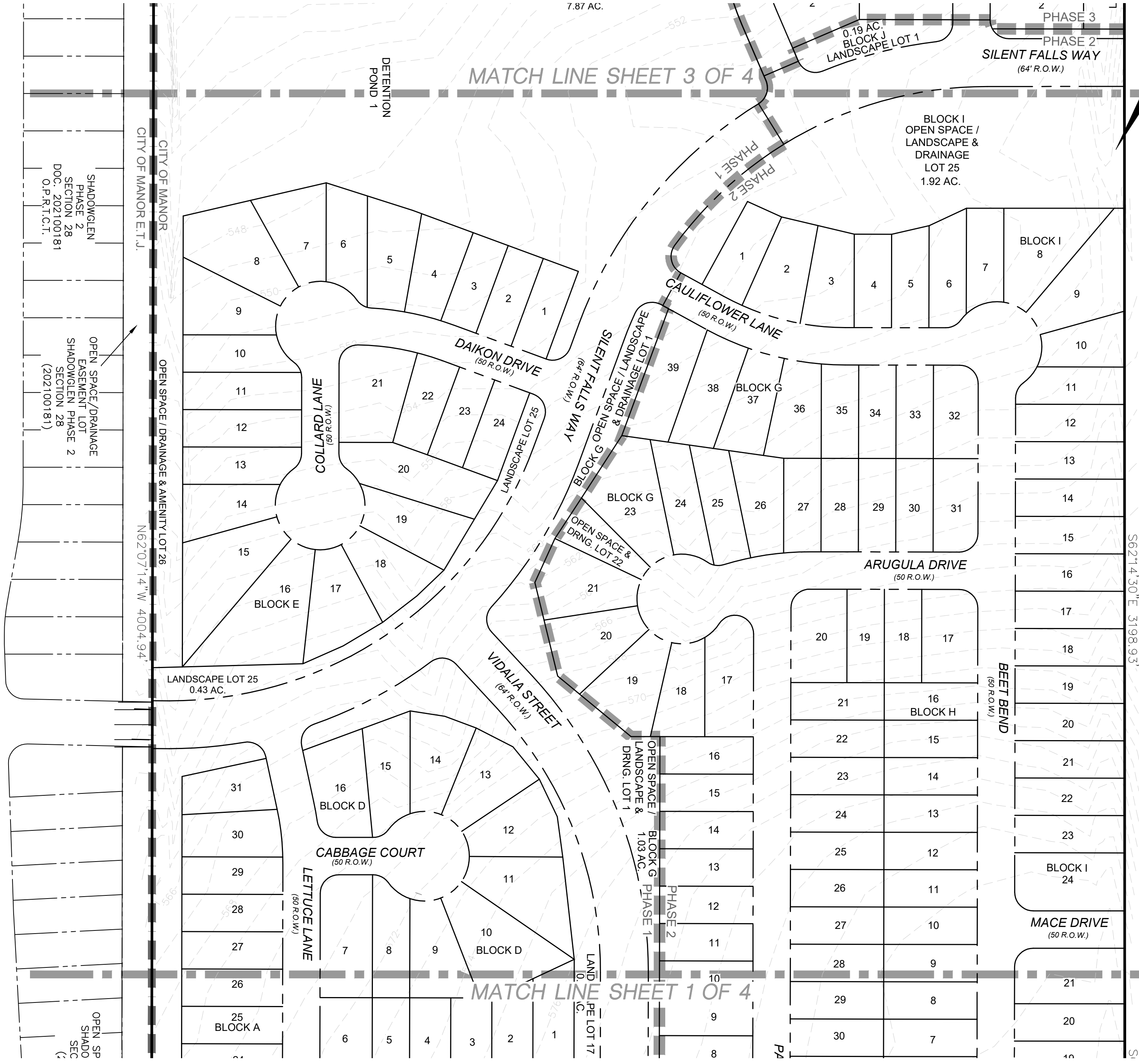
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OKRA SUBDIVISION CONCEPTUAL PLAN



LEGEND

PROPERTY LINE	—————
ADJACENT LOT LINE	- - - - -
EASEMENT LINE	- · - · -
LOT LINE	—————
PHASE LINE	—————
CITY LIMIT LINE	—————

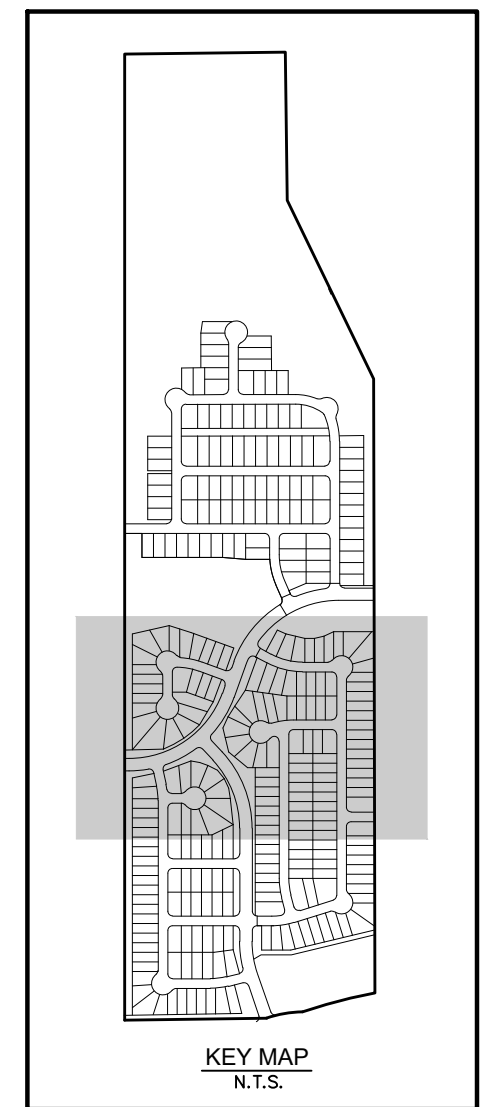


PARKLAND
1.9 AC.

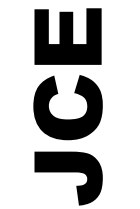
BLOCK I
OPEN SPACE /
LANDSCAPE &
DRAINAGE
LOT 25
1.92 AC.

MONARCH RANCH AT MANOR, LLC
SPECIAL WARRANTY DEED
123,550 ACRES
DOC. NO. 2021275494
O.P.R.T.C.T.

MONARCH RANCH AT MANOR, LLC
SPECIAL WARRANTY DEED
123,550 ACRES
DOC. NO. 2021275494
O.P.R.T.C.T.



JAMISON CIVIL ENGINEERING LLC
 (TX. PE FIRM REG. #F-17756)
 13812 RESEARCH BLVD. #B-2
 AUSTIN, TEXAS 78750
 OFFICE: (737) 484-0880
 INFO@JAMISONENG.COM

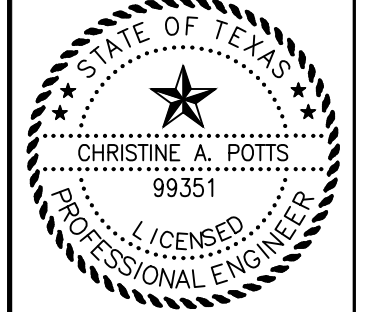


**OKRA SUBDIVISION
CONCEPTUAL PLAN - SHEET 2 OF 4**

MANOR, TEXAS 78653

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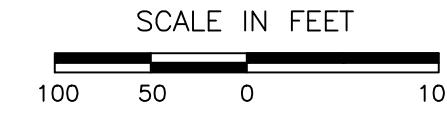
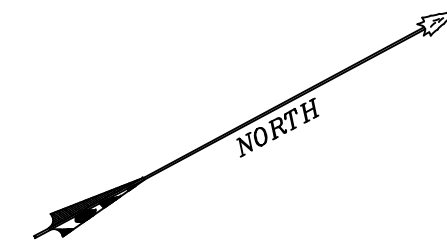


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Date:	Checked By:
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Revision 2:	
Revision 3:	
Revision 4:	

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**SHEET
03 of 07**

OKRA SUBDIVISION CONCEPTUAL PLAN



LEGEND

- PROPERTY LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- LOT LINE
- PHASE LINE
- CITY LIMIT LINE

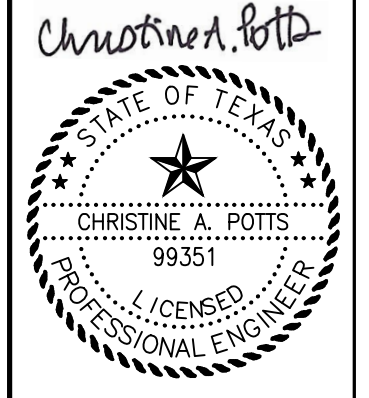
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**OKRA SUBDIVISION
CONCEPTUAL PLAN - SHEET 3 OF 4**

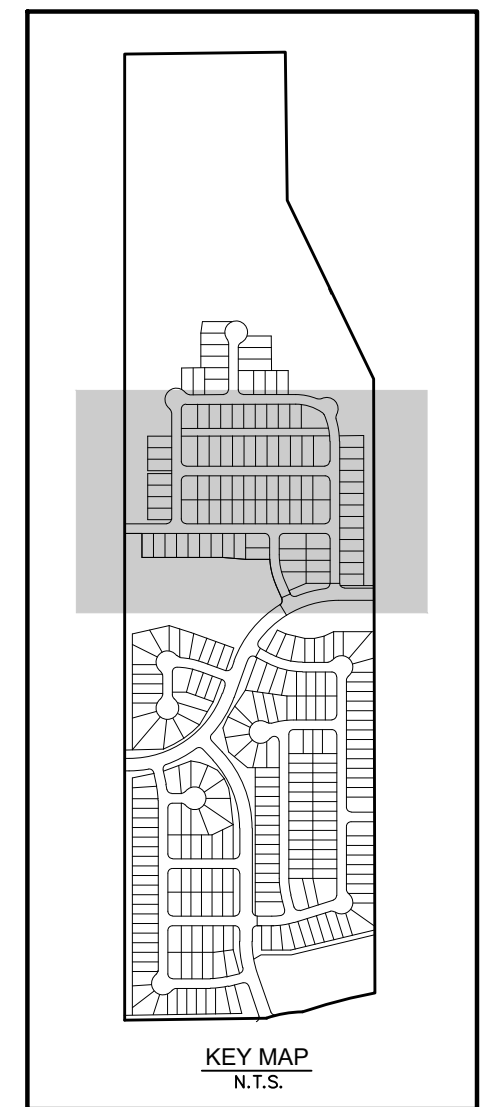
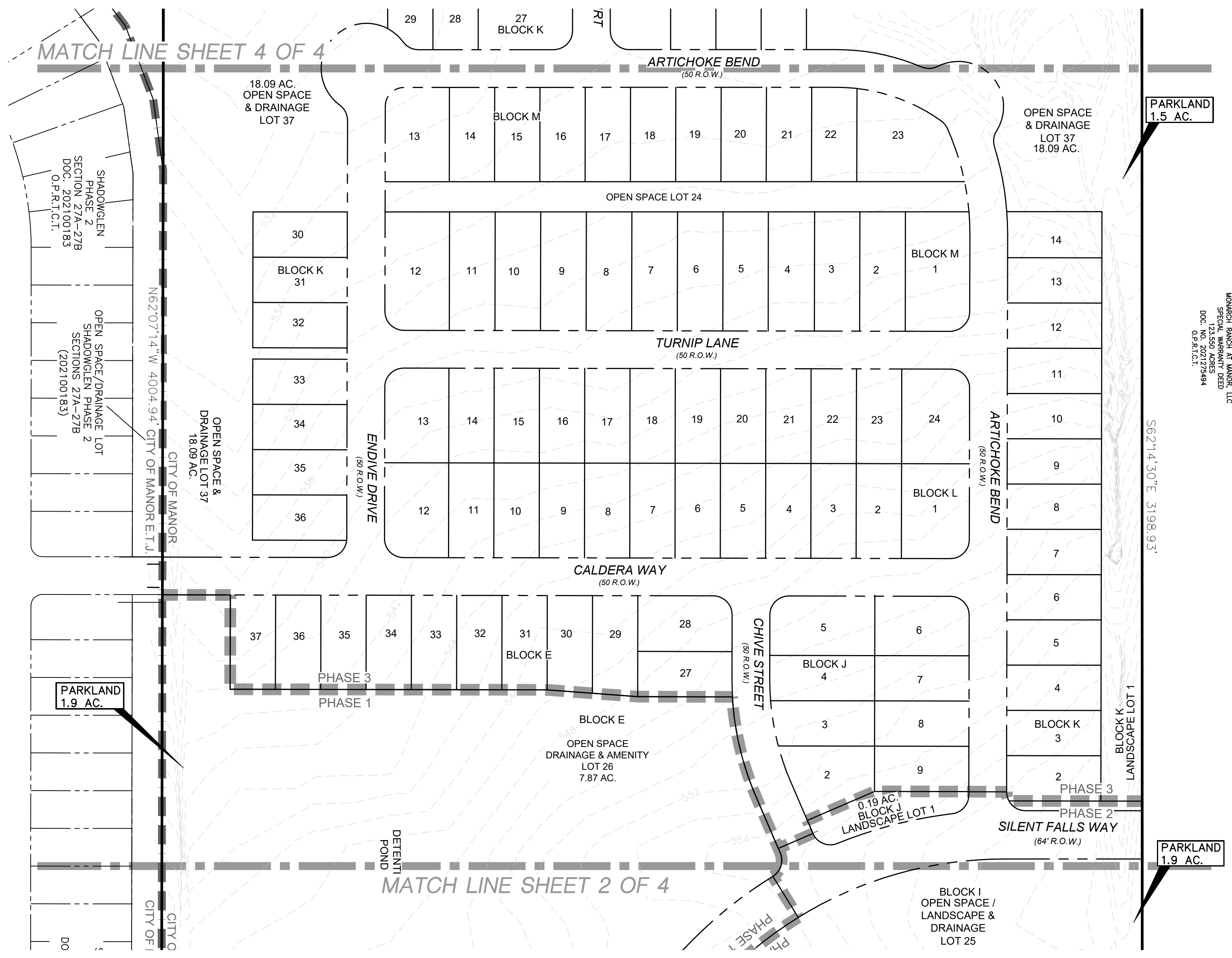
MANOR, TEXAS 78653

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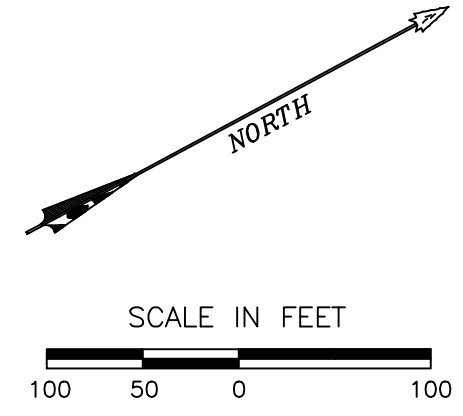
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Revision 3:	
Revision 4:	

**SHEET
04 of 07**



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OKRA SUBDIVISION CONCEPTUAL PLAN



LEGEND

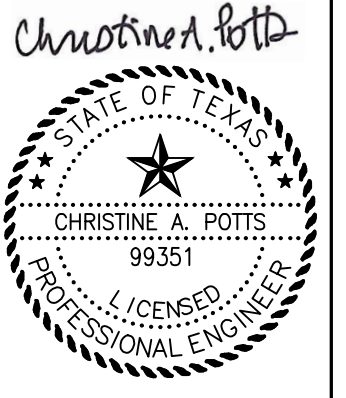
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ADJACENT LOT LINE	- - - - -
EASEMENT LINE	- - - - -
LOT LINE	—————
PHASE LINE	▬▬▬▬▬
CITY LIMIT LINE	▬▬▬▬▬

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 OFFICE: (737) 484-0880
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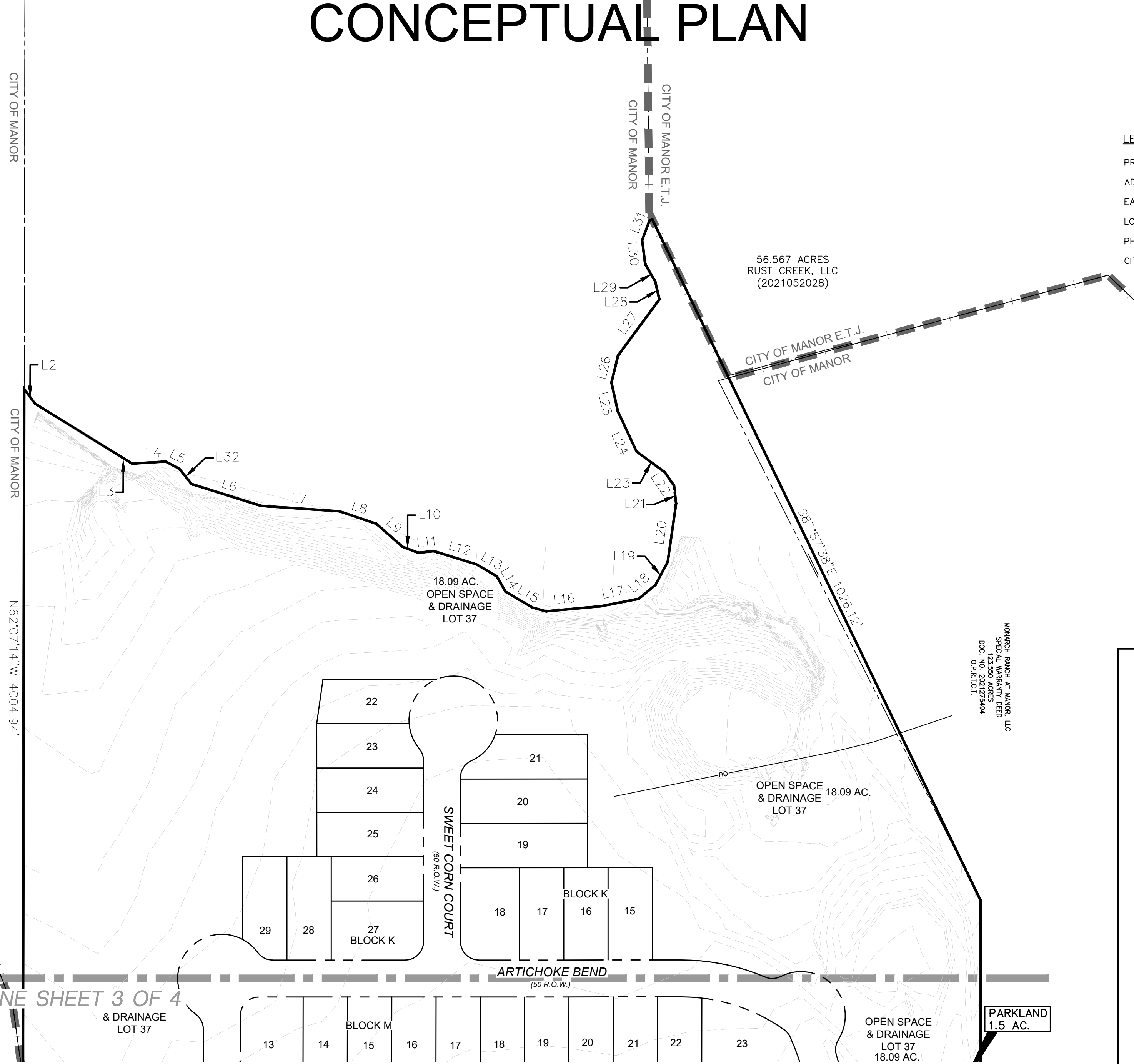
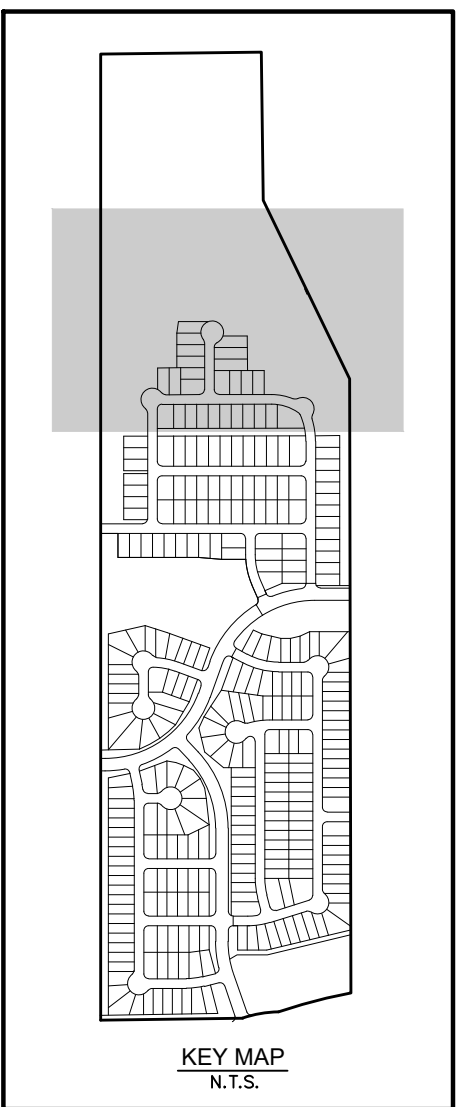
OKRA SUBDIVISION
 CONCEPTUAL PLAN - SHEET 4 OF 4
 MANOR, TEXAS 78653

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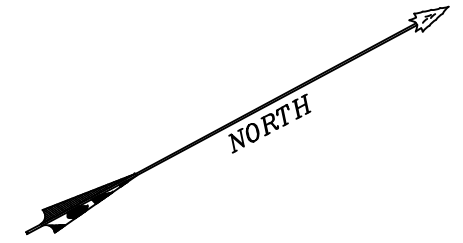
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Date:				
Revision 1:				
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Revision 4:				

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CITY OF MANOR, TEXAS
 SPECIAL WARRANTY DEED
 200.38 ACRES
 DOC. NO. 2012141817
 04/16/2021

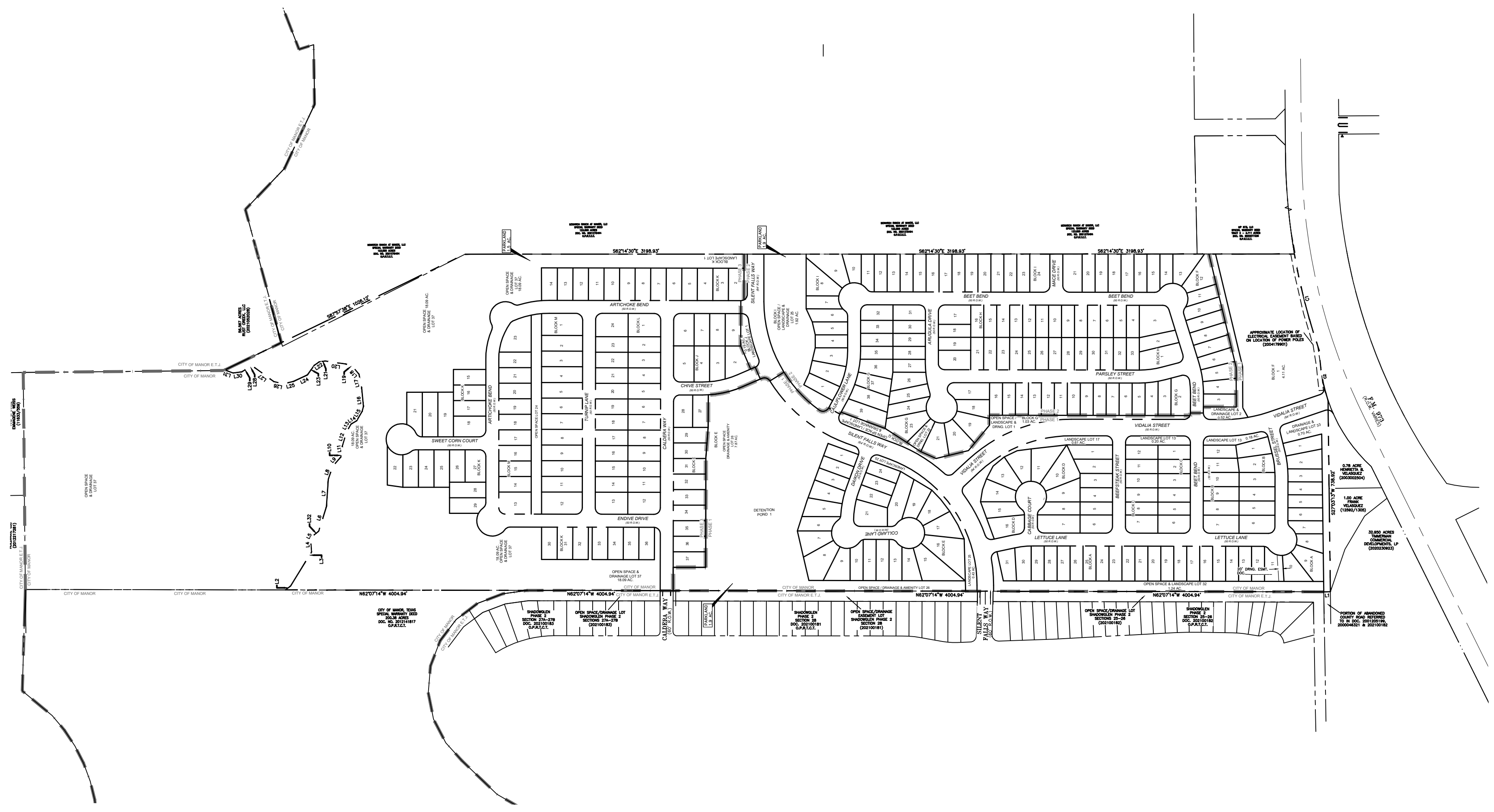
MATCH LINE SHEET 3 OF 4
 & DRAINAGE
 LOT 37



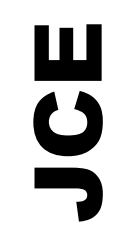
NOT TO SCALE

LEGEND

- PROPERTY LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- LOT LINE
- PHASE LINE
- CITY LIMIT LINE

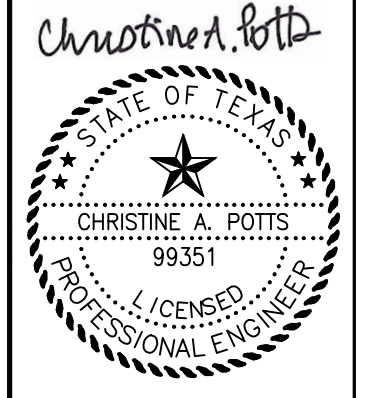


JAMISON CIVIL ENGINEERING LLC
 (TX. PE FIRM REG. #F-17756)
 13812 RESEARCH BLVD. #B-2
 AUSTIN, TEXAS 78750
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 INFO@JAMISONENG.COM



OKRA SUBDIVISION
CONCEPTUAL PLAN - PHASING PLAN
 MANOR, TEXAS 78653

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Date:	Checked By:	Drawn By:	DSP
Revision 1:			
Revision 2:			
Revision 3:			
Revision 4:			

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CITY OF MANOR ACKNOWLEDGEMENTS

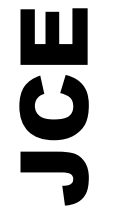
THIS CONCEPT PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL ON THIS THE _____ OF _____, 20____ A.D.

APPROVED: _____ ATTEST:
FELIX PAIZ, CHAIRPERSON _____ LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE _____ OF _____, 20____ A.D.

BY: _____ ATTEST:
DR. CHRISTOPHER HARVEY _____ LLUVIA T. ALMARAZ,
MAYOR OF THE CITY OF MANOR, TEXAS CITY SECRETARY

JAMISON CIVIL ENGINEERING LLC
(TX. PE FIRM REG. #F-17756)
13812 RESEARCH BLVD. #B-2
AUSTIN, TEXAS 78750
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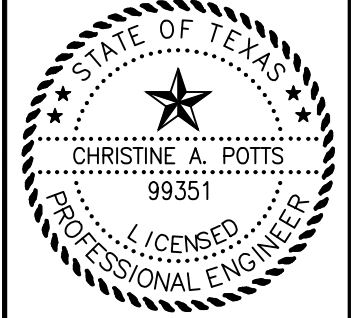


**OKRA SUBDIVISION
CONCEPTUAL PLAN - NOTES**

MANOR, TEXAS 78653

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Christine Potts



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CAUTION!!!
CONTRACTOR SHALL LOCATE ANY ALL EXISTING UTILITIES PRIOR TO ANY SITE WORK, (BOTH HORIZONTALLY AND VERTICALLY). THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGES TO ANY EXISTING UTILITIES OR FOR ANY CONFLICTS THAT MAY ARISE DUE TO ANY UTILITIES NOT PROPERLY LOCATED.

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	Snapshot: OVERALL	Scale (Vert.):	Checked By:	Revision 1:	Revision 2:	Revision 3:	Revision 4:
			Drawn By: DSP				

**SHEET
07 of 07**



ORDINANCE NO. 720

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING OF THE CITY OF MANOR, TEXAS CODE OF ORDINANCES REZONING A PARCEL OF LAND FROM MEDIUM COMMERCIAL (C-2) TO PLANNED UNIT DEVELOPMENT (PUD); 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 from the temporary zoning district Medium Commercial (C-2) to zoning district Planned Unit Development (PUD);

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; and

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 ("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", attached hereto and incorporated herein as if fully set forth (the "Property"), from the temporary zoning district Medium Commercial (C-2) to zoning district Planned Unit Development (PUD) including the PUD site plan as further described in Exhibit "B" attached hereto and incorporated herein as if fully set forth (the "PUD Site Plan").

Section 4. Amendment of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the city, the terms and provisions of this ordinance shall govern.

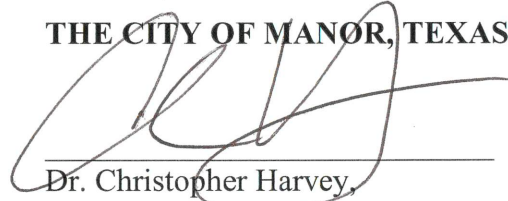
Section 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO. 720

PASSED AND APPROVED FIRST READING on this the 20th day of September 2023.

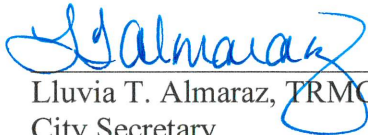
PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2023.

THE CITY OF MANOR, TEXAS



Dr. Christopher Harvey,
Mayor

ATTEST:



Lluvia T. Almaraz, TRMC,
City Secretary

EXHIBIT "A"

Property Legal Description:

LEGAL DESCRIPTION

BEING a 113.415-acre tract of land out of the Sumner Bacon Survey No. 62, Abstract No. 63, City of Manor, Travis County, Texas, being a portion of that certain tract of land called to contain 136.342-acres of land as described in a Special Warranty Deed with Vendor's Lien to Okra Land Incorporated recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas; said 113.415-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING at a 1/2-inch iron rod found on the western right-of-way line of FM 973 (R.O.W. Varies) as shown on a State of Texas Department of Transportation Right of Way Project recorded in CSJ No. 1200-02-022, being a 0.455 acre tract as described in a Deed in Document No. 2000169315 of the Official Public Records of Travis County, Texas, for the southeastern corner of a 3.711-acre tract of land (Tract 2) as described in a Special Warranty Deed to MP 973, LLC recorded in Document No. 2022077336 of the Official Public Records of Travis County, Texas, for the northeastern corner of said 136.342-acre tract, for the northeastern corner of this herein described tract, from which a 4-inch aluminum disk in concrete bears North 59°26'39" East a distance of 255.81 feet;

THENCE: Along the western right-of-way line of said FM 973, the eastern line of the said 136.342-acre tract with a curve to the left having a Delta angle of 9°19'52", a Radius of 2391.83 feet, an Arc length of 389.53 feet and a Chord bearing of South 13°16'25" West a distance of 389.10 feet to a 1/2-inch iron rod found for a corner on the western right-of-way line of said FM 973, a corner of said 136.342-acre tract, for a corner of this herein described tract;

THENCE: Continuing along the western right-of-way line of said FM 973, the eastern line of the said 136.342-acre tract with a curve to the left having a Delta angle of 17°51'33", a Radius of 612.86 feet, an Arc length of 191.03 feet and a Chord bearing of South 18°02'28" West a distance of 190.26 feet to a 5/8-inch iron rod with cap stamped "Quiddity Eng" set on the western right-of-way line of said FM 973, for a corner of said 136.342-acre tract, for the northern corner of a 0.78-acre tract of land as described in a Special Warranty Deed to Henrietta B. Velasquez recorded in Document No. 2003002504 of the Official Public Records of Travis County, Texas, on the approximate common original survey Line of Greenbury Gates Survey No. 63, Abstract No. 315 and Sumner Bacon Survey No. 62, Abstract No. 63, for a corner of this herein described tract;

THENCE: South 27°03'13" West a distance of 738.92 feet continuing along the southeastern line of the said 136.342-acre tract, the approximate common original survey Line of Greenbury Gates Survey No. 63, Abstract No. 315 and the Sumner Bacon Survey No. 62, Abstract No. 63, being the approximate centerline of Manor and Taylor Lane (R.O.W. Width Not Specified) recorded in the Travis County Road Book, Precinct 1, Page 72, the northwestern line of said 0.78-acre tract, and continuing along the northwestern line of a 1.00-acre tract of land as described in a Special Warranty Deed to Frank Velasquez recorded in Volume 12592, Page 1305 of the Real Property Records of Travis County, Texas to a 1/2-inch iron rod found for the southeastern corner of said 136.342-acre tract, the southwestern corner of said 1.00-acre tract, a corner of a Portion of Abandoned County Road referred to in Document Nos. 2000046321, 2001205199 and 202100182 of the Official Public Records of Travis County, Texas, a corner of a 32.950-acre tract of land as described in a Special Warranty Deed to Timmerman Commercial Developments, LP recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, for the southeastern corner of this herein described tract;

ORDINANCE NO. 720

THENCE: North 63°22'48" West a distance of 25.82 feet along the southwestern line of said 136.342-acre tract, the northeastern line of a portion of the said Abandoned County Road to a 3-inch pipe fence post found for a corner of said 136.342-acre tract, the northeastern corner of the Shadowglen Phase 2 Section 25-26 subdivision as shown on a plat recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 62°07'14" West a distance of 4004.94 feet along the southwestern line of said 136.342-acre tract, the northeastern line of said Shadowglen Phase 2 Section 25-26 subdivision, the northeastern line of Shadowglen Phase 2 Section 28 subdivision as shown on a plat recorded in Document No. 202100181 of the Official Public Records of Travis County, Texas, the northeastern line of Shadowglen Phase 2 Section 27A-27B subdivision as shown on a plat recorded in Document No. 202100183 of the Official Public Records of Travis County, Texas, and along the northeastern line of a 200.38-acre tract of land as described in a Special Warranty Deed to City of Manor, Texas recorded in Document No. 2012141817 of the Official Public Records of Travis County, Texas, to a calculated point of the approximate center line of Wilbarger Creek, for the southwestern corner of this herein described tract;

THENCE: Across said 136.342-acre tract, along the meanders of an approximate center line of Wilbarger Creek with the following courses and distances:

1. North 81°31'45" East a distance of 24.47 feet to a calculated point;
2. North 59°31'17" East a distance of 154.72 feet to a calculated point;
3. North 24°13'41" East a distance of 45.69 feet to a calculated point;
4. North 55°47'03" East a distance of 21.00 feet to a calculated point;
5. North 79°17'12" East a distance of 26.15 feet to a calculated point;
6. North 45°17'07" East a distance of 98.71 feet to a calculated point;
7. North 31°43'45" East a distance of 106.97 feet to a calculated point;
8. North 46°36'22" East a distance of 52.57 feet to a calculated point;
9. North 69°08'44" East a distance of 46.82 feet to a calculated point;
10. North 48°39'08" East a distance of 23.13 feet to a calculated point;
11. North 21°26'53" East a distance of 20.89 feet to a calculated point;
12. North 44°59'59" East a distance of 60.89 feet to a calculated point;
13. North 58°23'35" East a distance of 31.80 feet to a calculated point;
14. North 88°18'54" East a distance of 23.62 feet to a calculated point;
15. North 58°23'32" East a distance of 42.40 feet to a calculated point;
16. North 43°31'54" East a distance of 19.16 feet to a calculated point;
17. North 22°29'47" East a distance of 74.42 feet to a calculated point;
18. North 16°45'20" East a distance of 52.54 feet to a calculated point;
19. North 12°04'54" West a distance of 29.48 feet to a calculated point;
20. North 34°09'35" West a distance of 35.25 feet to a calculated point;
21. North 54°01'40" West a distance of 79.81 feet to a calculated point;
22. North 68°52'29" West a distance of 24.57 feet to a calculated point;
23. North 83°12'38" West a distance of 22.03 feet to a calculated point;
24. South 63°59'48" West a distance of 47.52 feet to a calculated point;
25. North 87°00'48" West a distance of 59.98 feet to a calculated point;
26. North 74°52'32" West a distance of 39.93 feet to a calculated point;

ORDINANCE NO. 720

- 27. North 48°21'59" West a distance of 37.63 feet to a calculated point;
- 28. North 25°51'28" West a distance of 94.35 feet to a calculated point;
- 29. North 75°22'45" West a distance of 24.76 feet to a calculated point;
- 30. South 87°47'48" West a distance of 27.11 feet to a calculated point;
- 31. North 69°33'00" West a distance of 32.80 feet to a calculated point;
- 32. North 41°33'10" West a distance of 30.63 feet to a calculated point;
- 33. North 05°54'22" West a distance of 2.49 feet to a calculated point on a northwestern line of said 136.342-acre tract, a southeastern line of a 56.567-acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Rust Creek, LLC recorded in Document No. 2021052028 of the Official Public Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: South 87°57'38" East a distance of 1026.12 feet along a northwestern line of said 136.342-acre tract, a southeastern line of the said 56.567-acre tract, and the southeastern line of a 123.550-acre tract of land as described in a Special Warranty Deed to Monach Ranch At Manor, LLC recorded in Document No. 2021275494 of the Official Public Records of Travis County, Texas, to a 1/2-inch iron rod with cap stamped "Chaparral" found for a common corner of said 136.342-acre tract and said 123.550-acre tract, for a corner of this herein described tract;

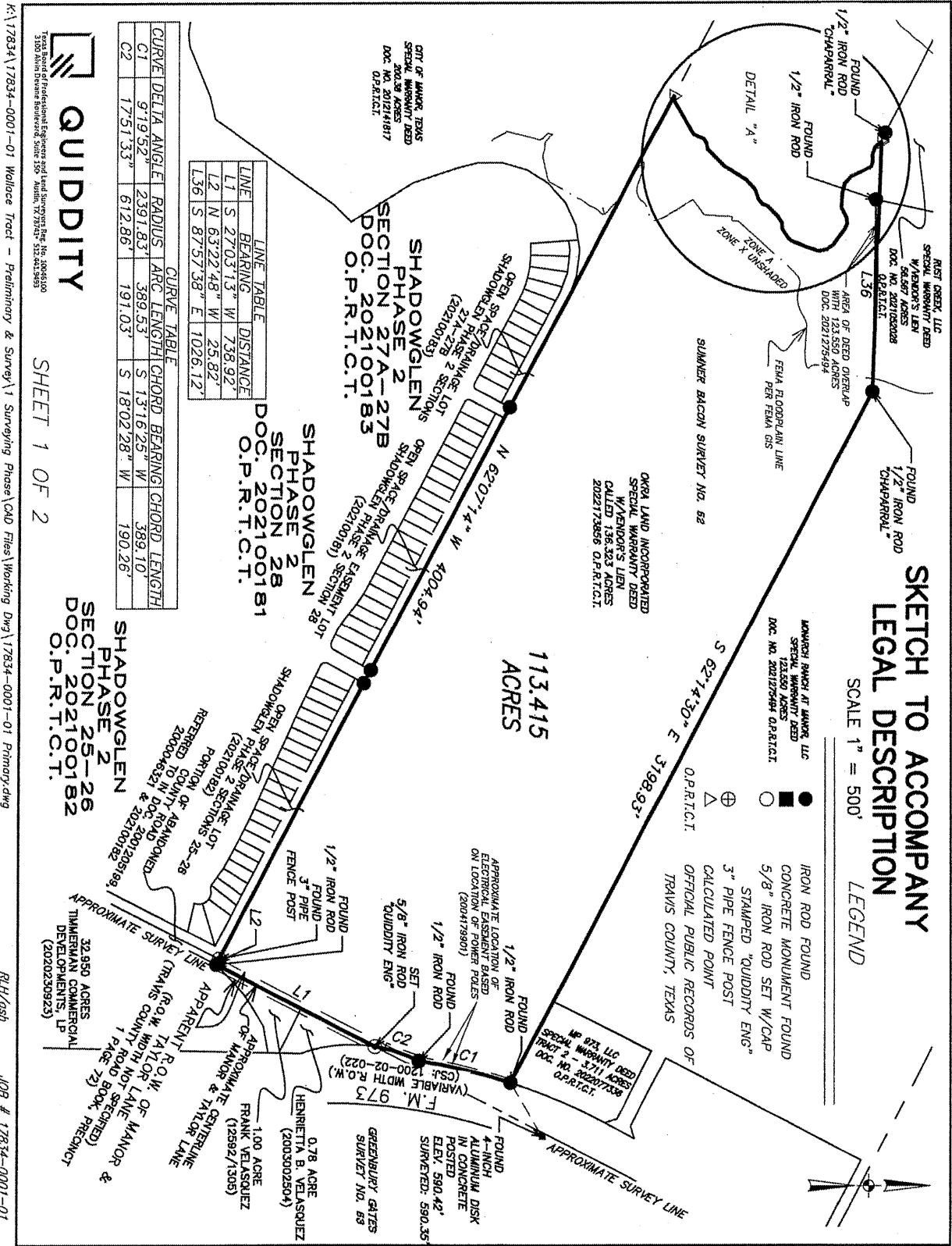
THENCE: South 62°14'30" East a distance of 3198.93 feet along a northeastern line of said 136.342-acre tract, a southwestern line of said 123.550-acre tract and a southwestern line of the said 3.711 acres (Tract 2) to the POINT OF BEGINNING and CONTAINING an area of 113.415-acres of land.

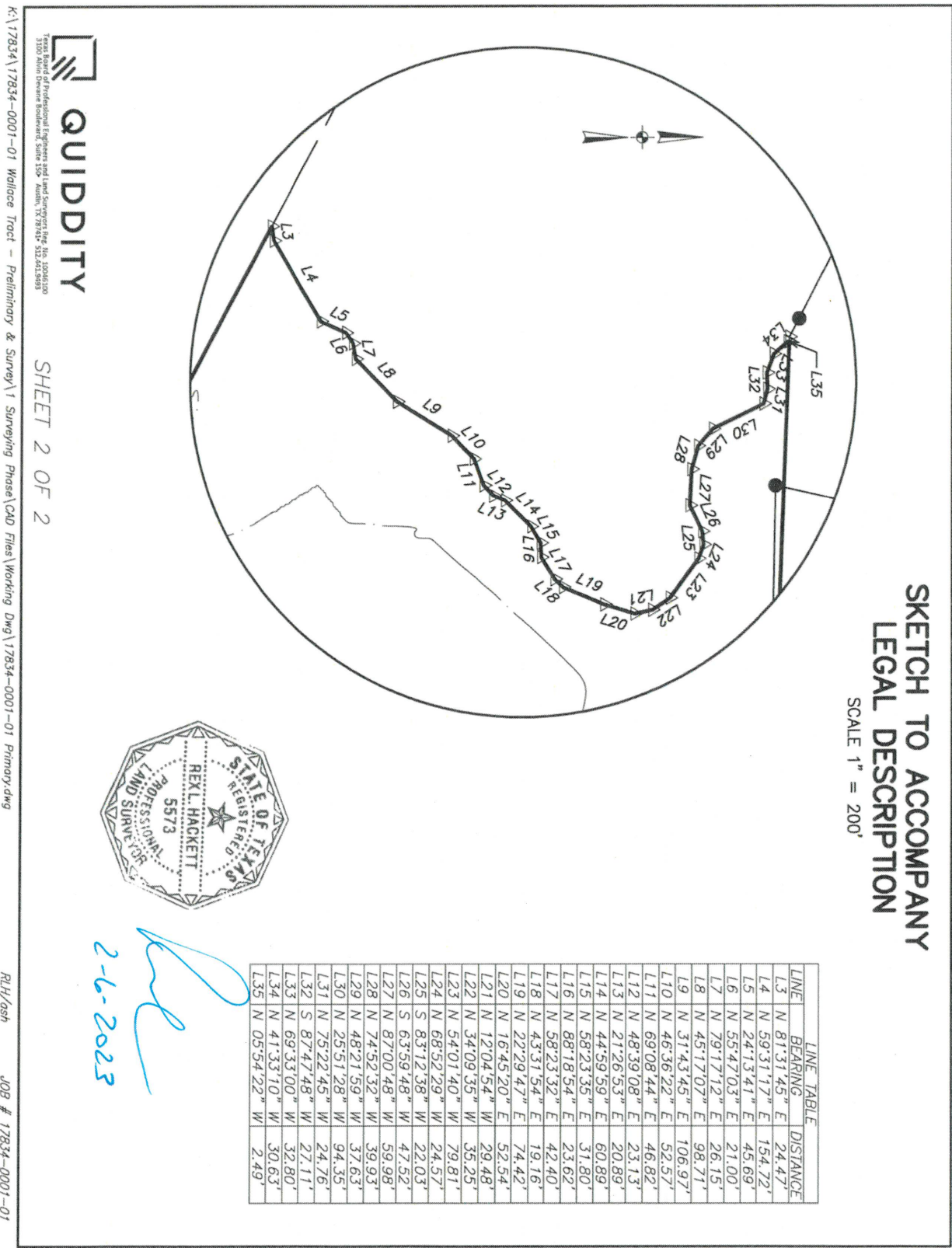
Rex L. Hackett
 Registered Professional Land Surveyor No. 5573
 Email: rhackett@quiddity.com

2-6-2023
 Date

Geographic ID: 0242600204
 TCAD Property ID: 248031
 Map: T31, U31







SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
SCALE 1" = 200'

LINE	BEARING	DISTANCE
L1	N 81°31'45" E	24.47'
L2	N 59°31'17" E	154.72'
L3	N 24°13'41" E	45.69'
L4	N 55°47'03" E	21.00'
L5	N 79°17'12" E	26.15'
L6	N 45°17'07" E	98.71'
L7	N 31°43'45" E	106.97'
L8	N 46°36'22" E	52.57'
L9	N 69°08'44" E	46.82'
L10	N 48°39'08" E	23.13'
L11	N 21°26'53" E	20.89'
L12	N 44°50'59" E	60.89'
L13	N 58°23'35" E	31.80'
L14	N 88°18'54" E	23.62'
L15	N 58°23'32" E	42.40'
L16	N 43°31'54" E	19.16'
L17	N 22°29'47" E	74.42'
L18	N 16°45'20" E	52.54'
L19	N 12°04'54" W	29.48'
L20	N 34°09'35" W	35.25'
L21	N 54°01'40" W	79.81'
L22	N 68°52'29" W	24.57'
L23	S 83°12'38" W	22.03'
L24	S 63°59'48" W	47.52'
L25	N 87°00'48" W	59.98'
L26	N 74°52'32" W	37.63'
L27	N 48°21'59" W	37.63'
L28	N 25°51'28" W	94.35'
L29	N 75°22'45" W	24.76'
L30	S 87°47'48" W	27.11'
L31	N 69°33'00" W	32.80'
L32	N 41°33'10" W	30.63'
L33	N 05°54'22" W	2.49'
L34		
L35		



Rex L. Hackett
2-6-2023



GIDDITY
Texas Board of Professional Engineers and Land Surveyors
3100 Alvin Drive, Suite 150 • Austin, TX 78744 • 512.451.9883

SHEET 2 OF 2

K:\17834\17834-0001-01 Wallace Tract - Preliminary & Survey\Surveying Phase\CAD Files\Working Dwg\17834-0001-01 Primary.dwg

RLH/osh

JOB # 17834-0001-01

EXHIBIT "B"
Planned Unit Development Site Plan
[attached]



1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Thursday, February 8, 2024

Stephen Jamison
Jamison Civil Engineering LLC
13812 Research blvd. #B-2
Austin 78750
steve@jamisoneng.com

Permit Number 2023-P-1607-CP
Job Address: 14418 Old Manor-Taylor Rd, Manor , TX. 78653

Dear Stephen Jamison,

The first submittal of the Okra Tract Concept Plan (*Concept Plan*) submitted by Jamison Civil Engineering LLC and received on May 17, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide topographic contours at ten (10) foot intervals, or less, unless otherwise approved by the City.~~
- ii. ~~Provide proposed major categories of land use by acreage showing compatibility of land use with, or proposed variance from, the Master Plan.~~
- iii. **The current P&Z Chairperson is Felix Paiz.**
- iv. **The current Mayor is Dr. Christopher Harvey.**
- v. **The proposed number of residential and non-residential lots with the estimated number of LUEs for each category of lots along with traffic volumes to be generated by all proposed development other than single family residential is required to be provided on the concept plan. The traffic count information was not provided for non-residential lots.**
- vi. **The location of sites for parks and other public uses should be shown on the concept plan.**
- vii. **The location of City Limit lines and/or outer border of the City's ETJ shall be shown on the concept plan if either such line traverses the development or is contiguous to the development's boundary. Shadowglen is in the ETJ.**

2/8/2024 1:09:50 PM
Okra Tract Concept Plan
2023-P-1607-CP
Page 2

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,



Tyler Shows
Staff Engineer
GBA

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

March 12, 2024

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

Re: Okra Tract Concept Plan– 2023-P-1607-CP #U1

Please find enclosed an update for the above-mentioned project. In addition to the plan changes, we are providing a response to each of the review comments - **IN BLUE**.

- i. Provide topographic contours at ten (10) foot intervals, or less, unless otherwise approved by the City.
CONTOURS HAVE BEEN ADDED TO THE CONCEPT PLAN, SEE SHEETS 2-5.

- ii. Provide proposed major categories of land use by acreage showing compatibility of land use with, or proposed variance from, the Master Plan.
AS DISCUSSED BY EMAIL ON 3/12/24, AN OVERALL LAND USE SUMMARY TABLE, INCLUDING ACREAGES, WAS INCLUDED ON PAGE 1 OF THE CONCEPT PLAN.

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS OR NEED ANY ADDITIONAL INFORMATION.

SINCERELY,



**Christine A. Potts P.E.
Jamison Civil Engineering LLC
TX PE Firm REG. #F-17756**



1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, April 8, 2024

Stephen Jamison
Jamison Civil Engineering LLC
13812 Research blvd. #B-2
Austin 78750
steve@jamisoneng.com

Permit Number 2023-P-1607-CP
Job Address: 14418 Old Manor-Taylor Rd, Manor 78653

Dear Stephen Jamison,

The subsequent submittal of the Okra Tract Concept Plan submitted by Jamison Civil Engineering LLC and received on May 17, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide topographic contours at ten (10) foot intervals, or less, unless otherwise approved by the City.~~
- ii. ~~Provide proposed major categories of land use by acreage showing compatibility of land use with, or proposed variance from, the Master Plan.~~
- iii. ~~The current P&Z Chairperson is Felix Paiz.~~
- iv. ~~The current Mayor is Dr. Christopher Harvey.~~
- v. **The proposed number of residential and non-residential lots with the estimated number of LUEs for each category of lots along with traffic volumes to be generated by all proposed development other than single family residential is required to be provided on the concept plan. The traffic count information was not provided for non-residential lots.**
- vi. ~~The location of sites for parks and other public uses should be shown on the concept plan.~~
- vii. ~~The location of City Limit lines and/or outer border of the City's ETJ shall be shown on the concept plan if either such line traverses the development or is contiguous to the development's boundary. Shadowglen is in the ETJ.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (737) 247-7557, or by e-mail at pgray@gbateam.com.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

A handwritten signature in blue ink that reads "Pauline M. Gray". The signature is written in a cursive style.

Pauline Gray, P.E.
Lead AES
GBA

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

April 15, 2024

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

Re: Okra Tract Concept Plan– 2023-P-1607-CP #U2

Please find enclosed an update for the above-mentioned project. In addition to the plan changes, we are providing a response to each of the review comments - **IN BLUE.**

iii. The current P&Z Chairperson is Felix Paiz.

THE P&Z CHAIRPERSON HAS BEEN UPDATED.

iv. The current Mayor is Dr. Christopher Harvey.

THE MAYOR HAS BEEN UPDATED.

v. The proposed number of residential and non-residential lots with the estimated number of LUEs for each category of lots along with traffic volumes to be generated by all proposed development other than single family residential is required to be provided on the concept plan.

THIS INFORMATION HAS BEEN ADDED TO THE FIRST SHEET.

vi. The location of sites for parks and other public uses should be shown on the concept plan.

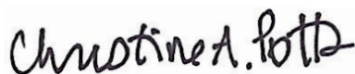
ALL PARKLAND HAS BEEN CALLED OUT AS APPROVED WITH THE DEVELOPMENT AGREEMENT.

vii. The location of City Limit lines and/or outer border of the City's ETJ shall be shown on the concept plan if either such line traverses the development or is contiguous to the development's boundary. Shadowglen is in the ETJ

THE CITY LIMITS LINE IS SHOWN ON THE CONCEPT PLAN.

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS OR NEED ANY ADDITIONAL INFORMATION.

SINCERELY,



**Christine A. Potts P.E.
Jamison Civil Engineering LLC
TX PE Firm REG. #F-17756**



04/18/24



1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, May 13, 2024

Stephen Jamison
Jamison Civil Engineering LLC
13812 Research Blvd. #B-2
Austin 78750
steve@jamisoneng.com

Permit Number 2023-P-1607-CP
Job Address: 14418 Old Manor-Taylor Rd, Manor 78653

Dear Stephen Jamison,

The subsequent submittal of the Okra Tract Concept Plan submitted by Jamison Civil Engineering LLC and received on May 17, 2024, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B. We can offer the following comments based upon our review (satisfied comments stricken, new or outstanding comments in bold):

Engineer Review

The following comments have been provided by Tyler Shows. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. ~~Provide topographic contours at ten (10) foot intervals, or less, unless otherwise approved by the City.~~
- ii. ~~Provide proposed major categories of land use by acreage showing compatibility of land use with, or proposed variance from, the Master Plan.~~
- iii. ~~The current P&Z Chairperson is Felix Paiz.~~
- iv. ~~The current Mayor is Dr. Christopher Harvey.~~
- v. **The proposed number of residential and non-residential lots with the estimated number of LUEs for each category of lots along with traffic volumes to be generated by all proposed development other than single family residential is required to be provided on the concept plan. The traffic count information was not provided for non-residential lots.**
- vi. ~~The location of sites for parks and other public uses should be shown on the concept plan.~~
- vii. ~~The location of City Limit lines and/or outer border of the City's ETJ shall be shown on the concept plan if either such line traverses the development or is contiguous to the development's boundary. Shadowglen is in the ETJ.~~

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (737) 247-7557, or by e-mail at pgray@gbateam.com.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance.

Thank you,

A handwritten signature in blue ink that reads "Pauline M. Gray". The signature is written in a cursive style with a large initial 'P'.

Pauline Gray, P.E.
Lead AES
GBA

Jamison Civil Engineering LLC

TBPE #F-17756
13812 Research Blvd. #B-2
Austin, Texas 78750

JCE

Office: (737) 484-0880
Fax: (737) 484-0897
E-Mail: steve@jamisoneng.com

May 17, 2024

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

Re: Okra Tract Concept Plan– 2023-P-1607-CP #U3

Please find enclosed an update for the above-mentioned project. In addition to the plan changes, we are providing a response to each of the review comments - **IN BLUE**.

v. The proposed number of residential and non-residential lots with the estimated number of LUEs for each category of lots along with traffic volumes to be generated by all proposed development other than single family residential is required to be provided on the concept plan. The traffic count information was not provided for non-residential lots.

THE TRAFFIC COUNT INFORMATION FOR THE NON-RESIDENTIAL (RETAIL/COMMERCIAL) HAS BEEN ADDED ABOVE THE LUE CALCULATIONS.

PLEASE LET ME KNOW IF YOU HAVE ANY QUESTIONS OR NEED ANY ADDITIONAL INFORMATION.

SINCERELY,

**Christine A. Potts P.E.
Jamison Civil Engineering LLC
TX PE Firm REG. #F-17756**



1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Monday, May 20, 2024

Stephen Jamison
Jamison Civil Engineering LLC
13812 Research blvd. #B-2
Austin 78750
steve@jamisoneng.com

Permit Number 2023-P-1607-CP
Job Address: 14418 Old Manor-Taylor Rd, Manor 78653

Dear Stephen Jamison,

We have conducted a review of the concept plan for the above-referenced project, submitted by Stephen Jamison and received by our office on May 17, 2024, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Pauline M. Gray".

Pauline Gray, P.E.
Lead AES
GBA



5/20/2024

City of Manor Development Services

Notification for a Subdivision Concept plan

Project Name: Okra Tract Concept Plan
 Case Number: 2023-P-1607-CP
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting Regularly Scheduled and Called Special Session meetings for the purpose of considering and acting upon a Subdivision Concept Plan for the Okra Tract being located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Subdivision Concept Plan for three hundred and twenty-five (325) on 113.415 acres, more or less, and being located at located at the intersection of N. FM 973 and Old Manor Taylor Rd, Manor, TX.

Applicant: Jamison Civil Engineering LLC
Owner: Okra Land Incorporated

The Planning and Zoning Commission will meet at 6:30PM on June 12, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 17, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653
 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

14420 Pernella Rd Intervivos Revocable Trust
14420 Pernella Rd
Manor, TX 78653

ANDERSSON CATHERINE & DANIEL
13917 HEARTLAND DR
Manor, TX 78653

Arthur Ray & Odette Vanessa Taylor
14416 Pernella Rd
Manor, TX 78653

BAJWA NAJM US SAQIB & TAHIRA NAJM
139 HEARTLAND DR
Manor, TX 78653

BIREDDY ANVESH REDDY
14012 Heartland Dr
Manor, TX 78653

BRASSELL REBECCA & PATRICK
14005 HEARTLAND DR
Manor, TX 78653

CABRERA KEVIN E & ISABEL S
14401 HEARTLAND DR
Manor, TX 78653

CITY OF MANOR
105 E EGGLESTON ST
Manor, TX 78653

CONROY KEVIN
13916 Heartland Dr
Manor, TX 78653

DAVIS ANISSA CHEREE & ARTHUR JR
13925 HEARTLAND DR
Manor, TX 78653

De Jesus-Martinez Ignacio ETAL
14405 FM 973 N
Manor, TX 78653

DEROCH MANDY BARBER
14108 HEARTLAND DR
Manor, TX 78653

DIACONU MARIANA & GERALD BRANDON TODD
14420 Heartland Dr
Manor, TX 78653

DICK GEOFFREY SCOTT & ANIKA VAN BOOM
14316 HEARTLAND DR
Manor, TX 78653

Enfield Partners LLC ETAL
2303 Camino Alto
Austin, TX 78746

GHAFFAR AAMIR & SOPHIA BAWANY
13933 HEARTLAND DR
Manor, TX 78653

Gliberto & Maria Estrada
1411 FM 973 N
Manor, TX 78653

GLORIA ALVARO F
13904 Heartland Dr
Manor, TX 78653

GUZMAN MASON ANDREW
14208 HEARTLAND DR
Manor, TX 78653

HAYNES BUCHANAN CAROL M
14200 HEARTLAND DR
Manor, TX 78653

Henrietta Velasquez
14315 Old Manor-Taylor Rd
Manor, TX 78653

JACKSON NICOLETTE & CARSON JAMES GOSSETT
14029 Heartland Dr
Manor, TX 78653

JAIN KRITIKA & ANAND BHAVANE JAYANTI
14032 Heartland Dr
Manor, TX 78653

JEFF 1 LLC
5001 PLAZA ON THE LATE #200
Austin, TX 78746

JOHN LIPIKA R & SHERVIN AMBANATTU BABU
13901 Heartland Dr
Manor, TX 78653

Juan Chaparro
14408 Pernella Rd
Manor, TX 78653

KALE MICHAEL & LASHONDRA M
14013 HEARTLAND DR
Manor, TX 78653

Kristine & Matthew Escobedo
14400 Pernella Rd
Manor, TX 78653

KURIAN CLEMENT & LIZ MANDAPATHIL
14004 Heartland Dr
Manor, TX 78653

LAKE ELIJAH & KANESHA
14301 HEARTLAND DR
Manor, TX 78653

LEKCAM Communication LLC
16404 Marcello Dr
Pflugerville, TX 78660

LEONARD SCOTT
13921 Heartland Dr
Manor, TX 78653

MADHYASTHA SUHASA & ASHRITHA PURADAWANE
BALACHANDRA
14309 HEARTLAND DR
Manor, TX 78653

Mary Clark
14404 Pernella Rd
Manor, TX 78653

Masrur Reza, Mustafa Ali Reza Chowdhury, Fauzia Zaman
14412 Pernella Rd
Manor, TX 78653

MCCUE KEVIN & BRITTANY BAMBERG
14033 Heartland Dr
Manor, TX 78653

Meritage Homes of Texas LLC
611 S Congress Ave, suite 510
Austin, TX 78704

Meritage Homes of Texas LLC
17101 Orinda Lane
Pflugerville, TX 78660

Monarch Ranch at Manor LLC
310 Enterprise Dr.
Oxford, MS 38655

PADILLA ELIAS JOSE
14308 HEARTLAND DR
Manor, TX 78653

PERRY HOMES LLC
PO BOX 34306
Houston, TX 77234

Roy & Frank Velasquez
14301 Old Manor-Taylor Rd
Manor, TX 78653

RUSSELL RACHEL R & WILLIAM B WRIGHT
14421 HEARTLAND DR
Manor, TX 78653

RUST CREEK LLC
9606 OLD MANOR RD #1
Austin, TX 78724

SAMUEL ANCY & SIJU THOMAS VARGHESE
14325 HEARTLAND DR
Manor, TX 78653

SANTIAGO JONA FATIMA P & HONOFRE JOEY
14017 HEARTLAND DR
Manor, TX 78653

SG LAND HOLDINGS LLC
2646 DUPONT DR STE 60 PMB 520
Irvine, CA 92612

SG LAND HOLDINGS LLC
2646 DUPONT DR STE 60 PMB 520
Irvine, CA 92612

SG LAND HOLDINGS LLC
2646 DUPONT DR STE 60 PMB 520
Irvine, CA 92612

SNELL TYLER & MATTIE
13908 HEARTLAND DR
Manor, TX 78653

SNYDER JACOB ADAM
13913 HEARTLAND DR
Manor, TX 78653

SORATHIA BHARGAV
3472 Fitzsimmons Cmn
Fremont, CA 94538

SRIHARI FNU & PRIYANKA PUPPALA
14009 Heartland Dr
Manor, TX 78653

Stanley & Sandra Voelker
14401 FM 973 N
Manor, TX 78653

STEVES DANIEL & JANELLE
14400 HEARTLAND DR
Manor, TX 78653

STEWART MARIANNE K & LARRY N
14300 HEARTLAND DR
Manor, TX 78653

STONE LEISA M & ZACHARY P
14413 HEARTLAND DR
Manor, TX 78653

SUTT DYLAN J
14104 Heartland Dr
Manor, TX 78653

THOMPSON MATTHEW
14505 HEARTLAND DR
Manor, TX 78653

Timmerman Commercial Investments LP
501 Vale ST
Austin, TX 78746

TRIPATHI ANKIT MANI
14205 HEARTLAND DR
Manor, TX 78653

UNAL BELGIN & AYHAN
14320 HEARTLAND DR
Manor, TX 78653

VALENZUELA MELINDA S & MATTHEW R
14204 HEARTLAND DR
Manor, TX 78653

WANG YILI & YUNQING XIA
14001 HEARTLAND DR
Manor, TX 78653

WEISS KERMIT R & EMMAGENE
PO BOX 25
Manor, TX 78653

WILLIAMS LAURA
14305 HEARTLAND DR
Manor, TX 78653

YINGST ALEX BICERA
13920 Heartland Dr
Manor, TX 78653

From: Anand Jayanti <anandjayanti@gmail.com>
Sent: Thursday, May 30, 2024 10:15 PM
To: Michael Burrell <mburrell@manortx.gov>
Subject: Okra Tract Concept Plan

Hello Mr. Burrell,

Thank you for inviting public comment on construction in the Okra Tract area. My name is Anand Jayanti and I am a physician working in Austin. I live with my wife Kritika Jain at 14032 Heartland Drive, and have enjoyed this community for nearly 2 years. We are grateful to call this place home.

I spoke to neighbors on the topic of construction in the Okra Tract area last year, when this proposal was first mailed to us. This year, it seems even more clear that building homes in this area would meaningfully decrease the quality of life for members of our community, and as such I wish to reiterate my views and the views of my neighbors on Heartland Dr. Most pressingly, developing homes on this land would increase traffic on the main artery out of Manor and into Greater Austin. There is already a great deal of congestion at these junctions, and jams like the kind that occurred earlier this week can triple a half hour commute. This jam was discussed on several Shadowglen Community pages. Bringing development to this area without expanding the infrastructure out of the city would make the commute into Austin very difficult, and would therefore affect many of our community members. Additionally, further development would bring noise and dust pollution, pest intrusion (which many of our homes have just overcome, caused by recent construction in other directions), as well as reduce the natural beauty of the land as it currently is.

My wife and I are proud residents of our burgeoning community, and hope to raise children here one day soon. There are many others here in Shadowglen who are slowly building up lives, families, and careers, and turning their new houses into homes. Please consider our request to hold off on construction in the proposed plot.

Thank you,
Anand

Anand Jayanti, MD
Child & Adolescent Psychiatry
UT Dell Child & Adolescent Psychiatry Fellowship, Austin, 2024
UT Health Science Center Residency Program, Tyler, 2022
Texas A&M College of Medicine, 2018
The University of Texas at Austin, 2012



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement for 14704 US Hwy 290 Development located at 14704 US Hwy 290.

BACKGROUND/SUMMARY:

This project is proposed to be a commercial subdivision with 1-3 acre lots along a newly constructed city street. The development agreement includes provisions for:

1. Concurrent subdivision review – allows the developer to submit Concept Plan, Preliminary Plat, Construction Plans, and Final Plat simultaneously which helps expedite the platting process
2. Building standards – Requires the development of the property to follow the city’s architectural requirements, including masonry, as well as outdoor lighting standards. Masonry for commercial is 60% primary façade (facades facing a public street, major drive aisle, or public park) and masonry is considered to be stone, brick, or cement stucco.
3. Water service – Acknowledges the property is to be released from Manville WSC and the City agrees to provide water

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve a Development Agreement for 14704 US Hwy 290 Development located at 14704 US Hwy 290.

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

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE 14704 US HWY 290 DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT ESTABLISHING DEVELOPMENT STANDARDS FOR THE 14704 US HWY 290 DEVELOPMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2024 (the “Effective Date”), by and between **14704 HWY 290 LLC**, a Texas Limited Liability Company (including its successors and assigns, the “Owner”), and the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “City”). The City and Owner are herein sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS:

- A. Owner owns that 50-acre tract of land located in Travis County, Texas, being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (collectively, the “Property”). Owner plans to develop and improve, in one or more phases, the Property as a commercial development as conceptually shown in Exhibit “B” (the “Project”).
- B. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.
- C. The Parties desire to establish certain standards, restrictions, and commitments to be imposed and made in connection with the development of the Property for a period of years as provided in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS; TERM

1.1 Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if set forth herein in full.

1.2 Term.

(a) The term of this Agreement shall commence on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall continue until ten (10) years from the Effective Date.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect as of the Effective Date until the termination date, provided that the City may terminate this Agreement in accordance with Section 7.2.

ARTICLE II
BENEFITS; SEQUENCE OF EVENTS

2.2. General Benefits. Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; and (b) the establishment of regulations applicable to the development of the Property. The City will benefit from this Agreement by virtue of its control over the development standards for the Property and by virtue of expanding its property and sales tax base.

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

- (a) Approval of this Agreement; and
- (b) Submittal and concurrent review of concept plan, preliminary plat, final plat and subdivision construction plans for the Property.

ARTICLE III
OBLIGATIONS AND CONDITIONS

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

- (a) Complete City staff review and schedule for approval the concept plan, preliminary plats, final plats, and construction plans for the Project, subject to the Owner timely submitting applications and responding to comments, as further described and agreed to in Section 4.6.

3.2. Owner's Obligations. The Owner shall:

- (a) Use its best efforts, in good faith, to submit the concept plan, preliminary plats, final plats, and construction plan applications, as may be required, to the City and respond to City comments;
- (b) Develop the Property and construct all infrastructure required for the proposed uses in compliance with the Applicable Rules;
- (c) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Owner, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time; and

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

ARTICLE IV
DEVELOPMENT OF THE PROPERTY

4.1. Applicable Rules.

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

(b) If there is any conflict between the Project Approvals (as defined herein) and the City Development Rules (as defined herein), the Project Approvals shall prevail. If there is a conflict between this Agreement and the City Rules, this Agreement shall prevail, except that this Agreement does not supersede any City Charter provisions.

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

- (i) “Applicable Rules” means the City Rules and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.
- (ii) “City Rules” means the City’s Charter, ordinances, rules, and regulations (including the City Development Rules).
- (iii) “City Development Rules” means ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction that apply to the Property, and that are in effect on the Effective Date, with amendments to such regulations applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.
- (iv) “Project Approvals” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Property, including the plat approval, site development plans, and building permits.

4.2. Phased Development. The Project may be developed in phases over time. Owner may change the phase of development from time to time in response to market conditions or other factors. Phases may be developed concurrently.

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

4.4. Masonry and Design Requirements. “Architectural Standards,” Chapter 14, Article 14.02, Division 6, Code of Ordinances, including masonry requirements, shall apply to the structures located on the Property, as may be modified by this Agreement.

4.5. Land Use/Regulations. All development within the Property shall generally comply with: (a) the City Code, unless otherwise stipulated or modified herein or listed on Exhibit “C” attached hereto; and (b) the terms and conditions of this Agreement, including any Exhibits attached hereto.

4.6. Timing of Platting. The Owner agrees to waive the submission requirements of the City’s ordinances and subdivision regulations, and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Owner and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s ordinances and subdivision regulations.

4.7 Outdoor Lighting. Article 15.05, Code of Ordinances shall apply to the Property, as may be modified by this Agreement.

ARTICLE V
WATER SERVICE

5.1 Service. The Parties acknowledge that the Property is currently located within Manville’s water Certificate of Convenience and Necessity (CCN). The Owner shall be responsible for preparing and processing a petition for release of the Property from Manville’s CCN.

5.2 Owner Decertification of Property. The Owner will submit to the Public Utility Commission of Texas (“PUC”) a Water Service Area Transfer Agreement pursuant to Texas Water Code Section 13.248 to transfer the Property more particularly described on Exhibit A from Manville Water Supply Corporations’ (“Manville”) CCN to the City’s CCN on or before the City’s approval of the final plat for the initial phase of the Development and shall thereafter diligently pursue the service area transfer from Manville’s to the City’s CCN. The Developer shall be responsible for any and all costs of this service area transfer and shall enter into a deposit agreement between the City and the Developer.

5.3 City Service. Upon transfer of the Property described on Exhibit A to the City’s CCN, the City hereby agrees to provide continuous and adequate water service to the Property as is required of all CCN holders pursuant to Texas Water Code Section 13.250 (a).

ARTICLE VI
AUTHORITY; COVENANTS; PROPERTY RIGHTS

6.1 Powers.

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

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

ARTICLE VII GENERAL PROVISIONS

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

7.2. Default.

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

(b) Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the standards in Article IV. The

City may terminate this Agreement if the Owner fails to cure a default within the period required by this Section.

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

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

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

with a copy to: The Knight Law Firm, LLP
Attn: Paige H. Saenz/Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

If to the Owner: 14704 Hwy 290 LLC
Attn: Bruce Raney
Brucer@saltandpepperdevelopment.com
512-585-6346

with a copy to: 14704 Hwy 290 LLC
Attn: Steven Cupit
Scupit@saltandpepperdevelopment.com
248-622-9753

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

7.5. Development Approvals. In addition to any other remedies set forth herein, if the Owner fails to make any payments to the City required in this Agreement, the City may withhold development approvals for the Development until such payment has been made.

7.6. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

7.7. Attorney’s Fees. A party shall not be liable to the other party for attorney fees or

costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

7.8. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. To be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

7.9. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

7.10. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action against the City Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement.

7.11. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or

unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

7.12. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

7.13. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

7.14. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

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

7.16. Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except the design and land use regulations contained in Article IV and as otherwise expressly set forth in this Agreement.

7.17. Assignment.

(a) This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. If either Owner assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the Owner will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by

Owner.

(b) The assignment of this Agreement or of Owner's interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not an affiliate or related entity of Owner must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

(c) Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

(d) The mere conveyance or sale of a lot or any portion of the Property without a written assignment of the rights of the Owner shall not constitute an assignment or transfer of the rights or obligations of Owner hereunder that would necessitate obtaining the consent of the City Council, as provided above.

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

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

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

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

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

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

7.24. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

7.25. Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Owner represent that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

7.26. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7.27. Anti-Boycott Verification – Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

7.28. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate

against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

Exhibit A – Property Description

Exhibit B – Conceptual Plan

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

14704 US Hwy 290 LLC
a Texas Limited Liability Company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

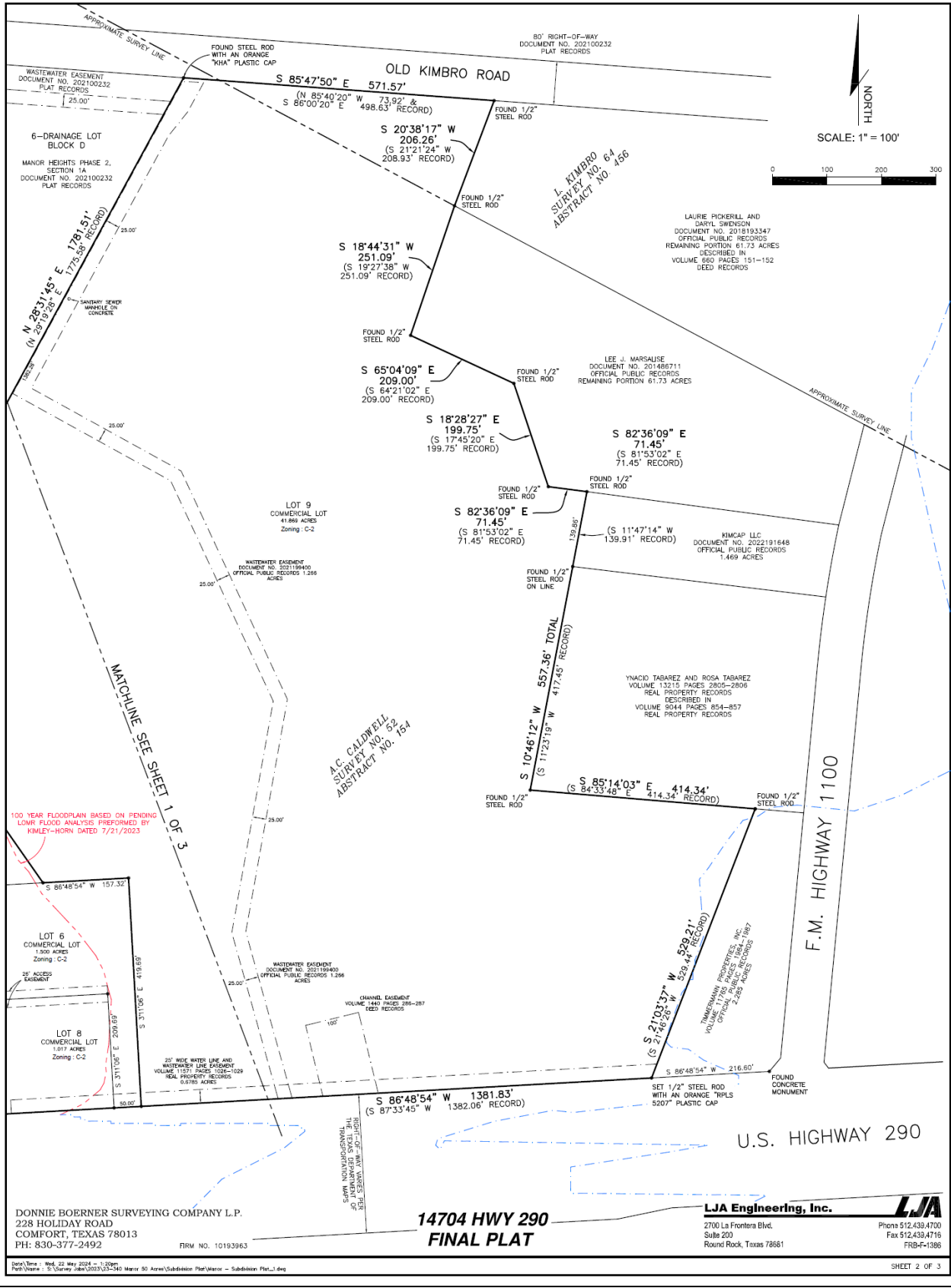
This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of 14704 US Hwy 290 LLC, a Texas Limited Liability
Company, on behalf of said company.

(SEAL)

Notary Public, State of _____

EXHIBIT "A"
PROPERTY DESCRIPTION

EXHIBIT "B"
CONCEPTUAL PLAN





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Monarch Ranch Commercial Development.

BACKGROUND/SUMMARY:

This is our standard Water Transfer Agreement providing for a deposit to cover costs incurred by the City to review and draft documents related to the CCN transfer from Manville to the City. The water transfer is for the commercial portions of the Monarch Ranch subdivision along FM 973 at Tinjero Way. The residential portion of the subdivision has already been removed from Manville’s CCN and city water lines are being installed.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Deposit Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Water Service Transfer for the Monarch Rance Commercial Development and authorize the City Manager to execute the agreement.

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

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE
PROPOSED WATER SERVICE TRANSFER FOR THE
MONARCH RANCH COMMERCIAL DEVELOPMENT**

THIS DEPOSIT AGREEMENT FOR THE PROPOSED WATER SERVICE TRANSFER FOR THE MONARCH RANCH COMMERCIAL DEVELOPEMT (this “Agreement”) is made and entered into as of June ___, 2024 by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “City”) and **ENFIELD PARTNERS, LLC**, a Texas limited liability company, as to a 40% undivided ownership interest, **BIRDVIEW, LLC**, a Texas limited liability company, as to a 10% undivided ownership interest, **MP 973, LLC**, a Texas limited liability company, as to a 25% undivided ownership interest, and **PAYNE TRAVIS, LLC**, a Texas limited liability company, as to a 25% undivided ownership interest (including their Designated Successors and Assigns, collectively the “Owner”).

WHEREAS, Manville Water Supply Corporation (“Manville”) is the holder of a water certificate of convenience and necessity (“CCN”) No. 11144 which includes Owner’s approximately 10.978-acre tract (the “Property”) within its boundaries; and

WHEREAS, the City is the holder of a CCN No. 10947; and

WHEREAS, the Owner is developing its Property within the corporate limits of the City and desires to receive water service from the City; and

WHEREAS, Manville has informed Owner that Manville is not opposed to the City providing water service to Owner’s Property; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Water Service Area Transfer Agreement with Manville (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer Agreement; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. DEPOSITS. The Owner shall deposit with the City the amount of \$5,000.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$5,000.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the “Consultants Deposit”). Whenever the account for the Consultants Deposit reaches a balance below \$1,000.00,

the Owner shall deposit an additional \$2,000.00 within five (5) business days of notification by the City Manager (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, “Consultants”). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, “Project Costs”). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager’s office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement, such as review by the City Attorney and City Engineer. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Manager's office upon request by Owner. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. UNEXPENDED MONEYS. If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

SECTION 4. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

SECTION 5. TERM. The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of the conditions in Section 3.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 7. AUTHORITY. Each party hereto warrants that each has the full legal

authority to execute and deliver this Agreement. In addition, the individual who executes this Agreement on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

SECTION 8. TEXAS LAW GOVERNS. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

SECTION 9. STATUTORY VERIFICATIONS.

(a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(b) To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(c) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

(d) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association

during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

SECTION 10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS,
a home-rule municipal corporation

By: _____
Scott Moore, City Manager

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

[CITY SEAL]

ENFIELD PARTNERS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

BIRDVIEW, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

MP 973, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

PAYNE TRAVIS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an Interlocal Agreement Between Manor Independent School District and the City of Manor for the Summer Library Program.

BACKGROUND/SUMMARY:

On June 5, 2024, the City Council was presented with the 2024 Summer Library Program by Dr. Robert Sormani and MISD staff members. The three (3) campuses in Manor are scheduled to be open three (3) days a week for 17 days, 7 hours daily. The 2023 Summer Program hosted several family events during the evening and coordinated with their Food Service Division to provide free breakfast and lunches to those students who participated in the program. The goal for 2024 is to support 400 youth to increase their literacy and provide them with a safe program environment with a healthy meal option in a supervised environment.

The city’s continued support for youth-driven initiatives builds on the partnership with Manor Independent School District and its afterschool program. As our organization strives to maintain a vibrant and inclusive environment, families with school-aged children benefit from our efforts to build a sense of community and a place they call home. Supporting programs that achieve outcomes that increase literacy will be the building block the City of Manor can build upon working collaboratively with the school district.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Interlocal Agreement
- 2024 Summer Library Program Overview

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Interlocal Agreement Between Manor Independent School District and the City of Manor and authorize the City Manager to sign the agreement.

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

County of Travis §
 State of Texas §

**INTERLOCAL AGREEMENT
 BETWEEN
 MANOR INDEPENDENT SCHOOL DISTRICT AND THE CITY OF MANOR**

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____ 20____, by and between the City of Manor, a Texas home-rule municipality (the “City”), and the Manor Independent School District, a political subdivision of the State of Texas (the “School District”). In this Agreement, the City and the School District are sometimes individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, Chapter 791 of the Texas Government Code, as amended, entitled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, on June 5, 2024, the Manor City Council (the “City Council”) approved allocating up to \$50,000.00 for a summer library program within the City (the “Summer Library Program);

WHEREAS, the City and the School District desire to establish terms and conditions under which the City and the School District will collaborate to provide the Sumer Library Program for the City’s youth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to the Interlocal Cooperation Act Texas Government Code, Chapter 791, the City and the School District hereby agree to the terms and conditions for the Summer Library Program set forth in this Agreement.

**ARTICLE I
 PURPOSE AND TERM**

Section 1.1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the City and School District will collaborate for the administration of the Summer Library Program for residents within the City’s corporate limits and extraterritorial jurisdiction. It is the intent of the governing bodies of the City and the School District to enable the School District to conduct a Summer Library Program accessible to the youth of the City during the summer to increase literacy and their families; and coordination with the School District’s Food Service Division to provide free meals.

Section 1.2. Term. The period for performance of this Agreement shall commence on June 12, 2024 and will end on July 24, 2024.

**ARTICLE II
RESPONSIBILITIES OF THE PARTIES**

Section 2.1. Responsibilities of the City. The City assumes the following responsibilities:

- a. Providing funding not to exceed the amount of \$38,900.00 as reimbursement for personnel costs (salary and fringe) for Summer Library Program Coordinator, Librarians, Assistant Librarians, and bus drivers; and
- b. Making payments within thirty (30) days of receipt of approved invoices.

Section 2.2. Responsibilities of the School District. The School District assumes the following responsibilities:

- a. Hiring Program Coordinator, Librarians and Assistant Librarians (as needed); food service personnel (as needed), and bus drivers (as needed);
- b. Purchasing food and food supplies as needed for breakfast and lunches to serve approximately 400 youth during the term of the Agreement;
- c. Purchasing supplies for youth activities (as needed);
- d. Opening three (3) campus libraries (at Presidential Meadows Elementary, Oak Meadows Elementary, and Manor Middle School and three (3) days (Monday through Wednesday) each week for seventeen (17) days in the summer (between June 10 through July 24);
- e. Creating programs and activities for youth of all ages by the librarians and/or assistant librarians; and
- f. Coordinating with the School District's Food Service to provide free breakfast and lunch.
- g. Provide the Reading on the Go Bus at Wal-Mart and City Hall at least once each and at the Family Movie Night hosted by the City of Manor.

Section 2.3. Additional Responsibilities of the School District. The School District shall also collect and share with the City the following at the end of the term of this Agreement:

- a. The number of students served by the Summer Library Program; and
- b. The number of families served by the Summer Library Program.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

Section 3.1. Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 3.2. Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 3.3. Notice. All notices required to be in writing will be deemed to be delivered when (i) deposited in the U.S. Mail as certified mail, return receipt requested; (ii) transferred to a mail, package delivery service for next day delivery; or (iv) hand-delivered to the offices named below at the address set forth below with a signed and dated receipt. When mailed, delivered delivery service, the notice shall be addressed to the party at the address set forth below the party's respective names below, or at such other address or as may be specified from time to time by written notice delivered in accordance with this Section.

Any notice delivered to the School District under this Section shall be addressed:

Manor Independent School District
Attn: Superintendent
10335 US Hwy 290 E,
Manor, Texas 78653

with a copy to:

Attn: _____

Any notice delivered to the City under this Section shall be addressed:

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

with a copy to:

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

Section 3.4. Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 3.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 3.6. Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument should be a Saturday, Sunday, or legal holiday, compliance with such obligation or delivery shall be acceptable if performed on the next working day following the Saturday, Sunday, or legal holiday. For the purpose of this Section, a "legal holiday" means a state or federal holiday on which financial institutions or post offices in Travis County, Texas, are generally closed; and any holiday on which the business offices of the School District or the City are not open to the public.

Section 3.7. Recitals, Schedules and Exhibits. All recitals, schedules, or exhibits referred to in this Agreement are incorporated into this Agreement by reference for all purposes as if set forth at length and shall be deemed to be a part of this Agreement.

Section 3.8. No Joint Venture, Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 3.9. No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 3.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.11. Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 3.12. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successor governmental entities.

Section 3.13. Modification Procedure. Any modification, amendment, or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by the duly authorized representative of each party.

Section 3.14. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 3.15. Successor Entities. Any reference to any governmental entity, governmental department, or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsibility or function described by this Agreement.

Section 3.16. Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City Manager and the School District Superintendent or their designees shall attempt to resolve disputes prior to the institution of litigation.

[signature pages follow]

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,
a municipal corporation

Scott Moore, City Manager

Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera
Assistant City Attorney

MANOR INDEPENDENT SCHOOL DISTRICT,
an independent school district and political
subdivision of the State of Texas

Superintendent

Date: _____

ATTEST:

Board Secretary



Summer Library Program - 2024 Overview
June 10 – July 24
Monday - Wednesday (17 Days)

Program Overview

- The purpose of this program is to increase scholar literacy and numeracy skills, provide a safe place for youth, offer enrichment opportunities, and increase the love for reading in families.

Program Details

- Certain librarians and/or librarian assistants will be employed to open up a campus library three days each week for 14 days, up to 7 hours each day.
- The Summer Librarians will create programs and fun activities for youth of all ages.
- Coordination with Food Service is necessary to provide free breakfast and lunch.
- Reading on the Go Bus will serve as a mobile library for the community.
- **Total Cost - \$38,900**

Program Recommendations:

- Create capacity limits
- Student incentives (vendor sponsorships or donations)
- Partnership with [City of Manor](#), [Texas Library Association](#) (possible), and [Bookspring](#).
- Promotional Campaign

Outcomes

- Provides safe summer programming.
- Promotes a love of literacy.
- Families grow their home libraries.
- Provides scholars with healthy meals.



Summer Library Program Coordinator

General Description:

- This position will provide technical and operational support for the ROTG Bus and Summer Library programming to students and families in the local community over summer vacation

Supervision Received:

- Works under the direction of the Chief of Schools.

Knowledge, Skills, and Abilities

- Coordinate timesheets and payroll
- Ability in oral and written communications
- Monitor staff attendance
- Ability to develop short-term plans and programs
- Ability to establish and maintain effective working relationships with others
- Serve as program initial support and contact

Pay:

- \$7,650 - depending on Education and Certification

Time Commitment:

- Total 170 Hours
- June 10 – July 24
- 8 AM to 3 PM (7 hours max)
- 6 Week Nights (4 hours max)

Print	
Signature	



Summer Librarian Position

General Description:

- This position will provide library programming to students and families in the local community over summer break.
- The librarian will be responsible for planning, promoting, and supervising the use of the library during summer break.
- This involves collaborating with other programs housed in the school building for the summer as well as planning and implementing a compelling summer library program for families and youth in the greater community.
- Duties include selecting books for daily family or youth “read aloud”, connecting projects and activities to “story times”, organizing creative activities for community youth, the ability to promote and troubleshoot eBook usage on multiple platforms, embedding research skills in short project activities, supervising youth and families and generally promoting literacy throughout the summer months.

Supervision Received:

- Works under the direction of Summer Library Program Coordinator

Knowledge, Skills, and Abilities

- Knowledge of the needs and abilities of children and the available library materials and services
- Ability in oral and written communications
- Ability to administer the activities of a library service
- Ability to develop short-term plans and programs
- Ability to establish and maintain effective working relationships with others

Pay:

- \$25-35/hour - Depending on Education, Experience, and Certifications
 - Paraprofessional 1 - \$3500 including benefits (\$25/hour)
 - Paraprofessional 2 - \$4000 including benefits (\$30/hour)
 - Professional - \$4500 including benefits (\$35/hour)
- Total Staff - 6 (2 per campus each working half-time)
- Total Program Cost - \$13,500

Time Commitment:

- Training - June 10th and June 11th; up to 8 hours
- Program Days - Mondays - Wednesdays, June 10th - July 18th (17 Days)
 - 8:00 am - 2:30 pm, 6 work hours with a duty free 30-minute lunch
 - Off June 19th and July 1st - July 4th
 - 84 work hours
- Closeout Week - July 22th - 24th; up to 21 hours
- Total Program Hours - 105

Print Name	
Signature	



Substitute Staff

General Description:

- This position will cover absences and emergencies. It MAY be fully staffed or paid as needed.
- This position will provide library programming to students and families in the local community over summer vacation.
- This involves collaborating with other programs housed in the school building for the summer as well as planning and implementing a compelling summer library program for families and youth in the greater community.
- Duties include selecting books for daily family or youth “read aloud”, connecting projects and activities to “story times”, organizing creative activities for community youth, the ability to promote and troubleshoot eBook usage on multiple platforms, embedding research skills in short project activities, hosting a book club, supervising youth and families and generally promoting literacy throughout the summer months. This position will provide programming to students and families in the local community and at various school locations over the summer vacation.

Supervision Received:

- Works under the direction of Summer Library Program Coordinator

Knowledge, Skills, and Abilities

- Knowledge of the needs and abilities of children and the available library materials and services
- Ability in oral and written communications
- Ability to administer literacy and tech activities
- Ability to develop short-term plans and programs
- Ability to establish and maintain effective working relationships with others

Pay:

- \$25-35/hour, depending on Education, Experience, and Certifications
 - Paraprofessional 1 - \$3,500 including benefits (\$25/hour)
 - Paraprofessional 2 - \$4,000 including benefits (\$30/hour)
 - Professional - \$4,500 including benefits (\$35/hour)
- Total Staff - 2
- Total Program Cost - cost included in summer librarian position

Time Commitment:

- June 10th - July 26th (17 Days)
- \$25-35/hour and about 7 hours each day
- Total Hours - up to 84

Print Name	
Signature	



Reading on the Go Bus Staff

General Description:

- This position will provide programming to students and families in the local community and at various school locations over the summer vacation.

Supervision Received:

- Works under the direction of Summer Library Program Coordinator

Knowledge, Skills, and Abilities

- Knowledge of the needs and abilities of children and the available library materials and services
- Ability in oral and written communications
- Ability to administer literacy and tech activities
- Ability to develop short-term plans and programs
- Ability to establish and maintain effective working relationships with others

Pay:

- \$25-35/hour - Depending on Education, Experience, and Certifications
 - Paraprofessional 1 - \$4,000 including benefits (\$25/hour)
 - Paraprofessional 2 - \$4,700 including benefits (\$30/hour)
 - Professional - \$5,500 including benefits (\$35/hour)
- Total Staff - 2
- Total Program Cost - \$11,000
- Manor ISD Contribution -
- City of Manor Contribution -

Time Commitment:

- June 10th - July 26th (17 Days)
 - Mondays, Tuesdays, and Thursdays from 9:00 am - 3:30 pm
 - Wednesdays from 2:30 pm - 7:30 pm
 - Fridays (Manor Family Night) 7:00 pm - 9:00pm
- \$25-35/hour and about 7 hours each day
- Total Hours - up to 150
- Schedule Below

Print Name	
Signature	



Manor Independent School District
 10335 US Highway 290 East, Manor, Texas 78653
 512-278-4000 | www.ManorISD.net | @ManorISD

Item 24.

Estimated Program Costs

Line Item	Estimated Amount
ROTG Bus Books	\$5,000
Salaries (coordinator, campus libraries, and ROTG)	\$32,150
Bus Fuel	\$1000
Cleaning Supplies for Bus	\$500
Bus Prizes	\$250
Minor Interior Updates	\$500
Total	\$38,900

2024 Summer Literacy Staff

Location	Staff	#
OME		2
PME		2
MMS		2
Coordinator		1
ROTG BUS		2
Total Staff		9



Reading On The Go Bus Tour Summer 2024

June 2024

Monday/lunes	Tuesday/marte	Wednesday/miercoles	Thursday/jueves
10	11	12	13
		ROTG Bus Kick Off! Walmart 5-7	9:30 –11:30 Shadow Glen Pool House 1:30- 3:30 Presidential Meadows Pool House
17	18	19	20
9:30 – 11:30 Oak Crest Community Center 1:30- 3:30 Loma Vista Pavilion	9:30 – 11:30 @Lagos Elementary Park 1:30- 3:30 Shadow Glen Pool House	Holiday - Closed	9:30 – 11:30 Oak Crest Community Center As 1:30- 3:30 Loma Vista Pavilion
24	25	26	27
9:30 – 11:30 Oak Crest Community Center 1:30- 3:30 Loma Vista Pavilion	9:30 – 11:30 @Lagos Elementary Park 1:30- 3:30 Shadow Glen Pool House	Walmart 5-7	9:30 –11:30 Shadow Glen Pool House 1:30- 3:30 Presidential Meadows Pool House

July 2024

Monday/lunes	Tuesday/marte	Wednesday/miercoles	Thursday/jueves
1	2	3	4
Holiday Week - Closed			
8	9	10	11
9:30 – 11:30 Oak Crest Community Center 1:30- 3:30 Loma Vista Pavilion	9:30 – 11:30 @Lagos Elementary 1:30- 3:30 Shadow Glen Pool House	Manor City Hall 5-7	9:30 –11:30 Shadow Glen Pool House 1:30- 3:30 Presidential Meadows Pool House
15	16	17	18
9:30 – 11:30 Oak Crest Community Center 1:30- 3:30 Loma Vista Pavilion	9:30 – 11:30 @Lagos Elementary 1:30- 3:30 Shadow Glen Pool House	Manor City Hall 5-7	9:30 –11:30 Shadow Glen Pool House 1:30- 3:30 Presidential Meadows Pool House

City of Manor Family Movie Night

- Reading on the Go Bus be at Timmerman Park
- July 12th and July 26th, 7:00 - 9:00 (or until dusk)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 18, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Sub-Grant Award for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic.

BACKGROUND/SUMMARY:

The 2021 winter storm impacted several communities across the State of Texas and prompted organizations to seek TDEM assistance for backup generators to support their critical operating facilities. Due to the high demand for grant assistance after the 2021 storm event, the City of Manor was directed to apply through the HMGP Covid 19 Pandemic program. With the assistance of the Police Department and Lt. James Allen, the city was successful in completing a grant application In August 2023.

The sub-grant award letter to the city in the amount of \$448,413 will help secure a standby generator for City Hall and the Police Department, which are considered critical operating facilities. The city’s share of the grant application is \$56,427 or 12.58%. The city will continue seeking grant funding opportunities for our critical facilities and essential services in the future.

LEGAL REVIEW: Not applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Sub-Grant Award Letter

STAFF RECOMMENDATION:

Staff recommends that the City Council accept a sub-grant award for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic., and authorize the City Manager to execute the award letter.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**



June 10, 2024

Scott Moore
City Manager
City of Manor
105 E. Egelston St.
Manor, TX 78653

Subject: Sub-Grant Award

Dear Scott Moore:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), 4485, Texas Covid-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: FEHLD9G7JEB3
TINS Number: 74-1664745
FIPS Number: 453-46440-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0015
Project Title: City of Manor Critical Facility Generators
Period of Performance (POP): May 21, 2024 to February 1, 2026

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	5/21/2024	\$448,413.00	87.42 %	\$391,986.00	12.58 %	\$56,427.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	5/21/2024	\$0.00	100%	\$0.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

Utilizing the proposed HMGP grant, the City of Manor, Travis County, proposes to install two fixed emergency generators, automatic transfer switches, concrete slabs, sidewalks around the slabs, security fencing, utility lines, and associated electrical and site modifications, as necessary, to provide emergency electric power at each of following city buildings to sustain continuous activity of city management and city business as well as coordination with emergency services and all policing functions in the event of a power outage:

1. City Hall Building, 105 E Eggleston Street, Manor, TX (30.343, -97.5568)
2. Police Department, 402 W Parsons Street, Manor, TX (30.3413, -97.5614)

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX M13. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, John Welch at John.Welch@tdem.texas.gov.

Scott Moore, City Manager

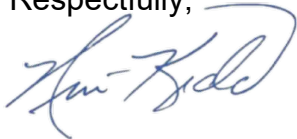
Date

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, John Welch, at (979) 321-3121 or John.Welch@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter
Grant Terms and Conditions
Record of Environmental Considerations

Copy: James Allen, Police Lt.
jallen@manortx.gov

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998