



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

City Council Regular Meeting

Wednesday, June 05, 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 Manor Community Day & 5K, Saturday, June 8, 2024, at Timmermann Park
Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

- B.** Juneteenth Celebration, June 19, 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.

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.**
Submitted by: Scott Dunlop, Development Services Director

REGULAR AGENDA

- 2. Consideration, discussion, and possible action on allocating funds for the Summer Library Program.**
Submitted by: Scott Moore, City Manager
- 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
Submitted by: Scott Dunlop, Development Services Director
- 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
Submitted by: Scott Dunlop, Development Services Director
- 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
Submitted by: Scott Dunlop, Development Services Director
- 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
Submitted by: Scott Dunlop, Development Services Director

- 7. Consideration, discussion, and possible action on establishing the Manor’s TML Youth Advisory Commission (YAC).**
Submitted by: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Requested by: Council Member Aaron Moreno
- 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.**
Submitted by: Scott Moore, City Manager
- 9. Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for Tower Road Apartments Development.**
Submitted by: Scott Dunlop, Development Services Director
- 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.**
Submitted by: Scott Dunlop, Development Services Director
- 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.**
Submitted by: Scott Dunlop, Development Services Director
- 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.**
Submitted by: Scott Dunlop, Development Services Director
- 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.**
Submitted by: Scott Dunlop, Development Services Director
- 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.**
Submitted by: Scott Dunlop, Development Services Director
- 15. Consideration, discussion, and possible action on the Newhaven Development TIA Phasing Agreement with Gregg Lane Dev., LLC.**
Submitted by: Scott Dunlop, Development Services Director
- 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.**
Submitted by: Scott Dunlop, Development Services Director

- 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.**
Submitted by: Scott Dunlop, Development Services Director
- 18. Acknowledge the resignation of Planning and Zoning Commissioner Cresandra Hardeman, Place No. 3; and declare a vacancy.**
Submitted by: Scott Dunlop, Development Services Director
- 19. Consideration, discussion, and possible action on canceling the June 19, 2024, Regular City Council Meeting and setting a Called Special Session.**
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:

- *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*

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, May 31, 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



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

Item B.

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



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

 (512) 272-5555

 cityofmanor.org





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

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 is following the procedure for ROW annexation. That procedure includes a 60-day notice to Travis County as the ROW owner and two public hearings. This is the first of the two public hearings. Action on this annexation will commence at the following City Council meeting on June 17th, with final reading scheduled for July 3rd.

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 conduct a public hearing as set forth in the caption above.

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 _____ 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

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.



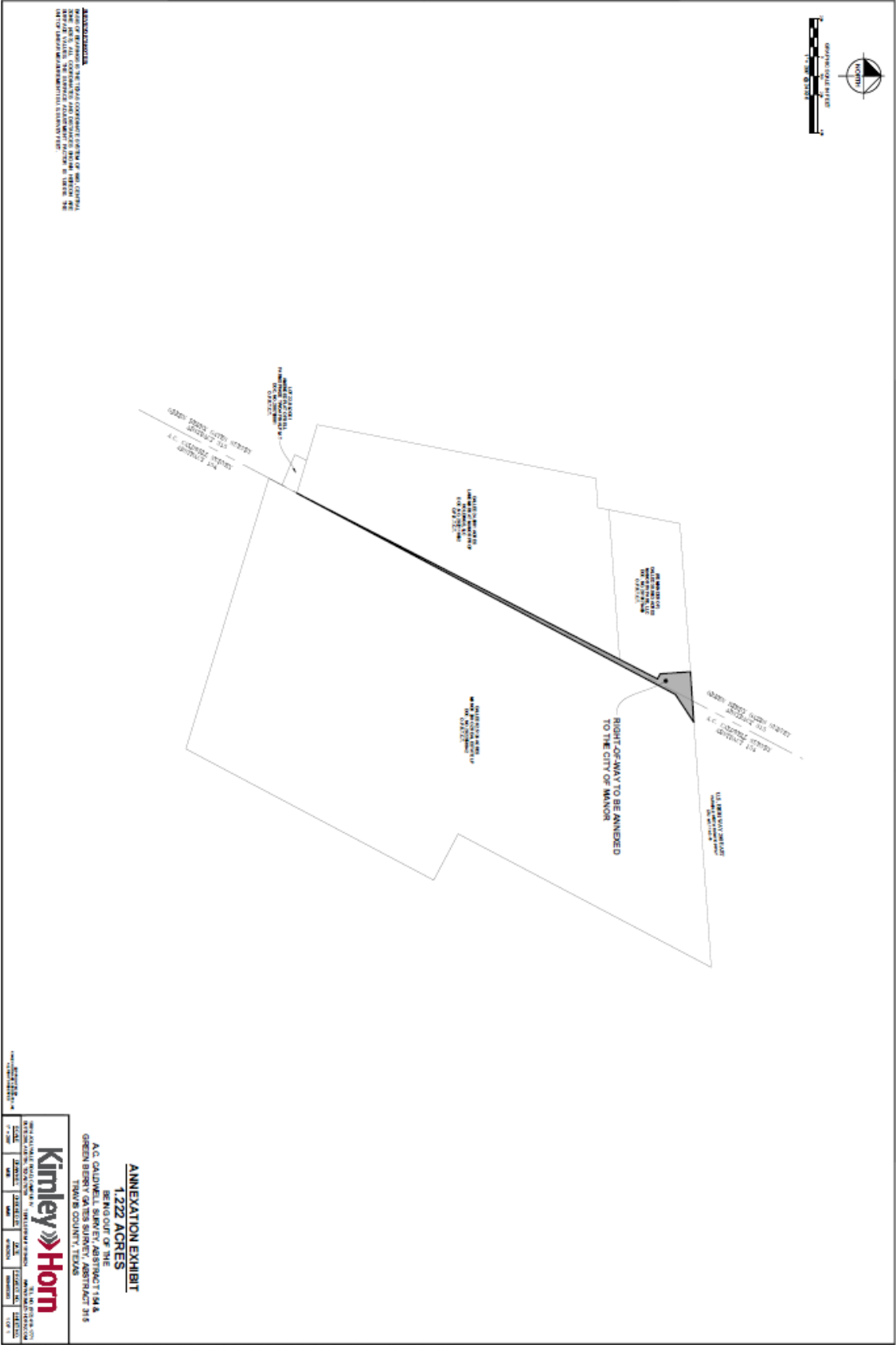
MICHAEL A. MONTGOMERY II, R.P.L.S.
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6890



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		TBPELS FIRM # 10194624		TEL. NO. (512) 418-1771 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 1.

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 5, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

In 2017, Manor ISD created a Summer Library Program at three (3) campuses in Manor that was open four (4) days a week for 24 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 in 2023 was 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. Maintaining a vibrant and inclusive environment for families with school-aged children is building a sense of community. 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: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- 2024 Summer Library Program Overview

STAFF RECOMMENDATION:

It is the city staff’s recommendation 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.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 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 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

BACKGROUND/SUMMARY:

This property is near the intersection of US Hwy 290 and Murray Avenue. It is in between the MISD Police Station and Mr. Jims gas station. The property was zoned SF-1 when the city first applied zoning districts back in the early 2000s, but the property has always been used commercially. Its prior use was as a law office building.

The request for Neighborhood Business is consistent with the Comprehensive Plan Future Land Use Map designating this area as Community Mixed Use. Community Mixed Use is meant as a mix of nonresidential and residential uses in a compact design to create a walkable environment.

P&Z voted 6-0 to recommend approval. The zoning was supported because it’s consistent with the Future Land Use Map, the use is compatible with surrounding commercial uses, and the property was built for and used historically as an office building.

The City Council voted 6-0 to approve the first reading on May 15, 2024.

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

- Ordinance No. 746
- Letter of Intent
- Rezone Map
- Aerial Image
- Neighborhood Business Uses
- FLUM
- Community Mixed Use Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends 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.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

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.

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 Single Family Suburban (SF-1) to zoning district Neighborhood Business (NB). The Property is accordingly hereby rezoned to Neighborhood Business (NB).

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.

ORDINANCE NO.

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of May 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the 5th day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"

Property Address:
310 West Murray Avenue, Manor, TX 78653

Property Legal Description:

Lots 6 and 7, Block 2, A.E. Lane Addition to the City of Manor, Travis County, Texas, according to the map or plat thereof recorded in Book 2, Page 223, Plat Records of Travis County, Texas, save and except that portion of Lot 7 conveyed to the State of Texas in Right of Way Deed recorded in Volume 948, Page 163, Deed Records of Travis County, Texas.



Dear Members of the Zoning Board,

I am writing to formally request the rezoning of the property located at 310 W. Murray St., Manor, TX 78653, from its current Residential zoning to Commercial zoning. The primary reason for this request is to align the property's use with its original design and previous usage history.

I currently operate a real estate office at this location and wish to expand by leasing additional office spaces within the same premises. However, under the current Residential zoning, this expansion is not feasible. Changing the zoning to Commercial would not only benefit my business but also contribute to the local economy by providing additional office spaces for lease.

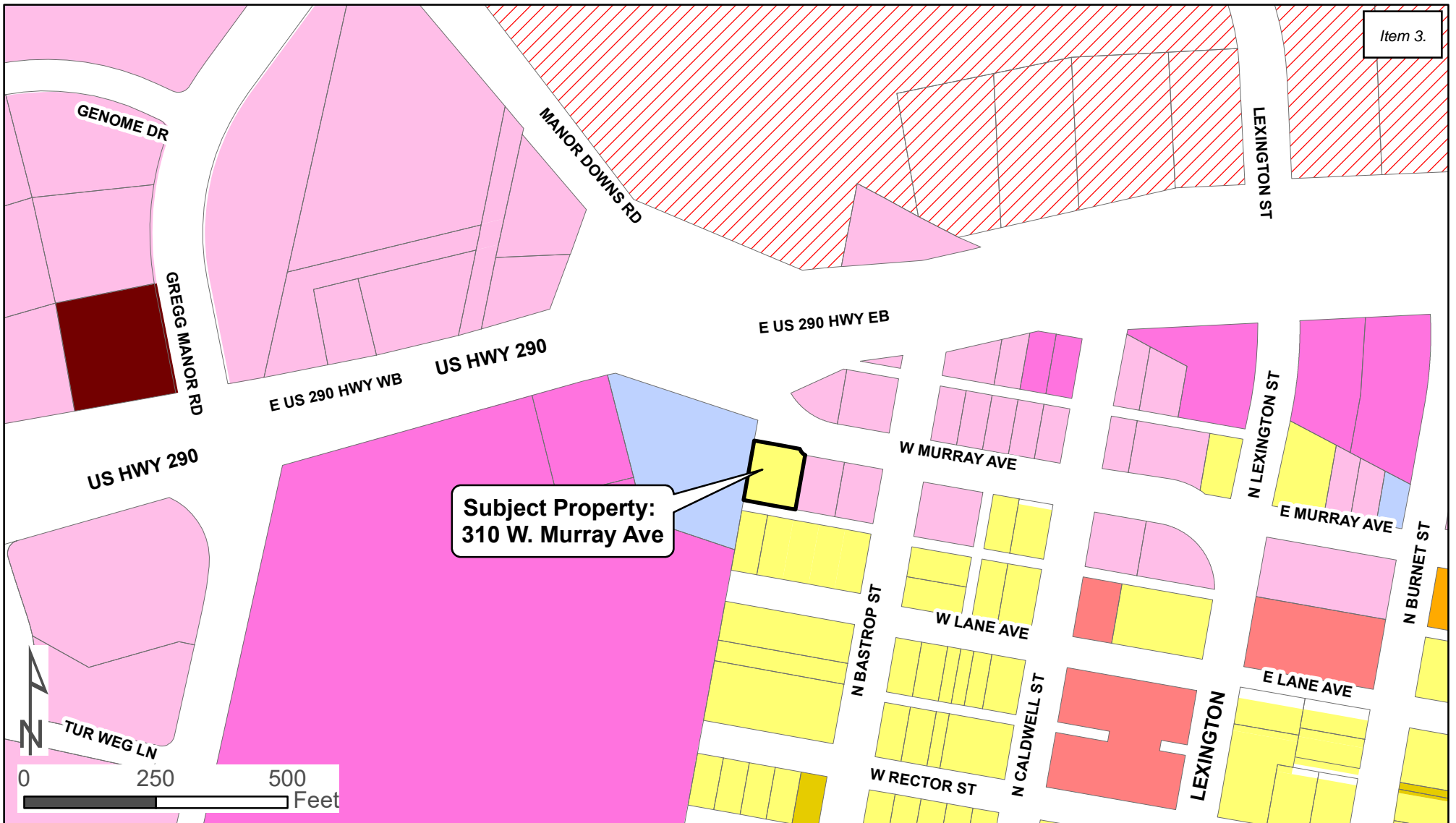
It's important to note that when I purchased the property, it was sold under the premise of being commercial real estate. The building's structure and internal layout are designed specifically for commercial use. For example, there are no showers or other features typically found in residential properties. From the beginning, this property has been utilized for commercial purposes, evidenced by its previous occupants, a law firm.

The property's location and design make it unsuitable for residential use but ideal for commercial activities. Rezoning this property would not only rectify this misalignment but also maximize its potential for contributing to the local business community.

I am committed to ensuring that any business activities conducted on the premises will adhere to the highest standards and will follow all relevant regulations and guidelines. Thank you for considering my request. I am available for any further discussions or hearings required in this matter. I look forward to a favorable response and am hopeful that the Board will recognize the benefits of rezoning this property for commercial use.

Sincerely,
Carilu Castelan

 March 5, 2024



Item 3.

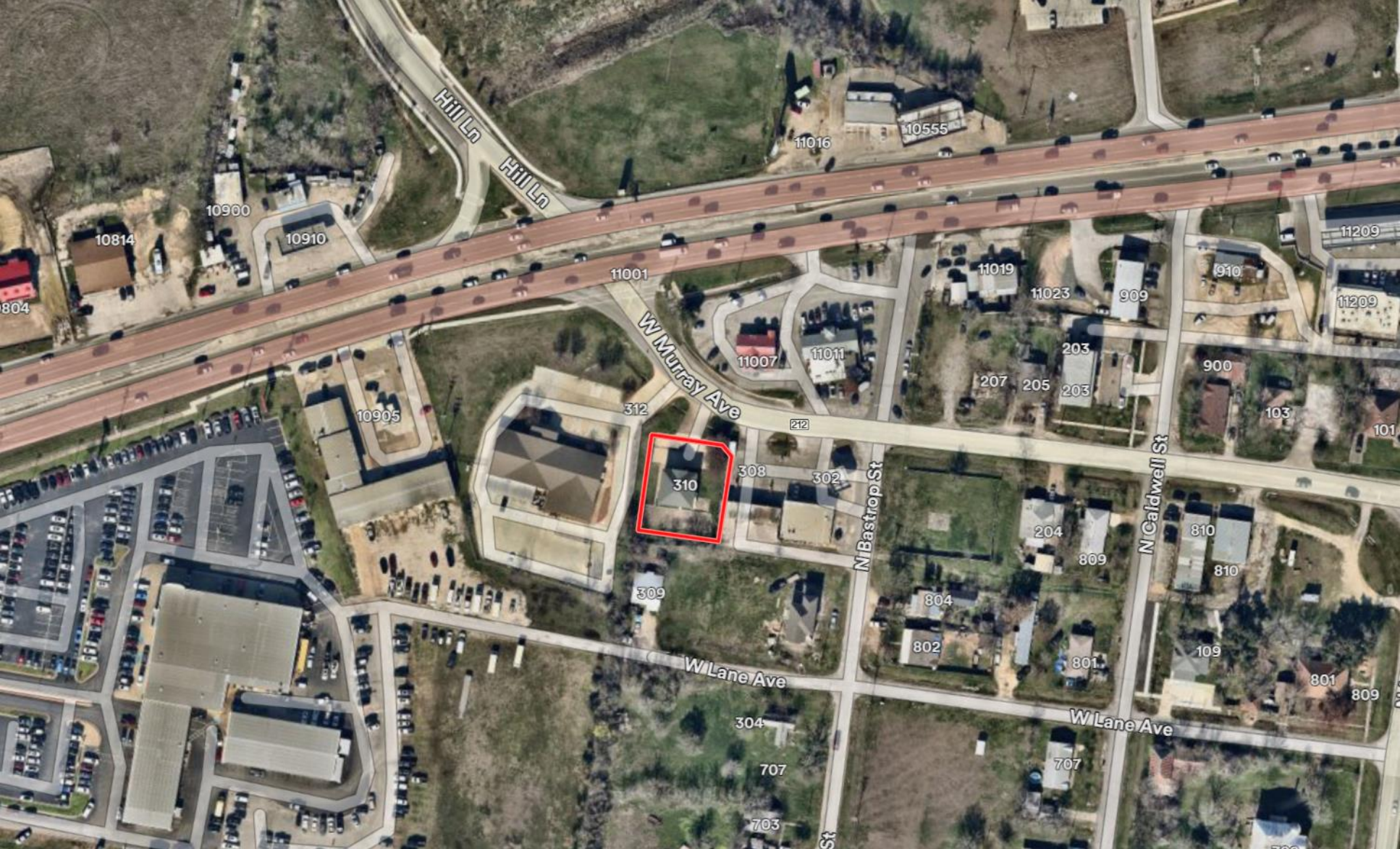
Subject Property:
310 W. Murray Ave

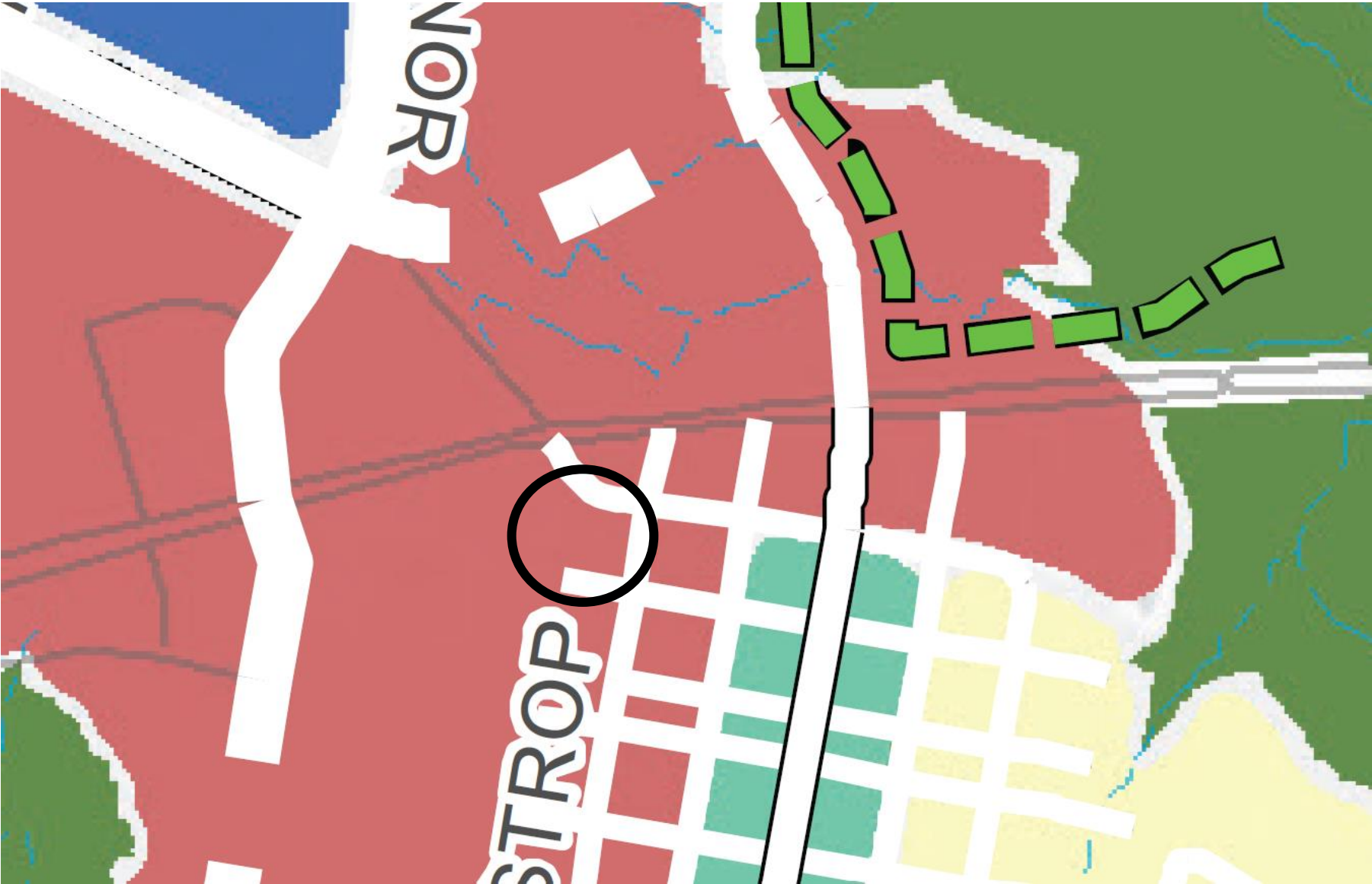


Current:
(SF-1) Single Family Suburban

Proposed:
(NB) Neighborhood Business

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





COMMUNITY MIXED-USE

The Community Mixed-Use allows a combination of dense residential and nonresidential uses in a compact design to create a walkable environment, but at a larger scale than Neighborhood Mixed-Use.

The category encourages a density range of 18-40 dwelling units per acre, although elements within a coordinated community mixed-use area could reach higher densities provided superior access to services and amenities and appropriate compatibility to adjacent uses is provided.

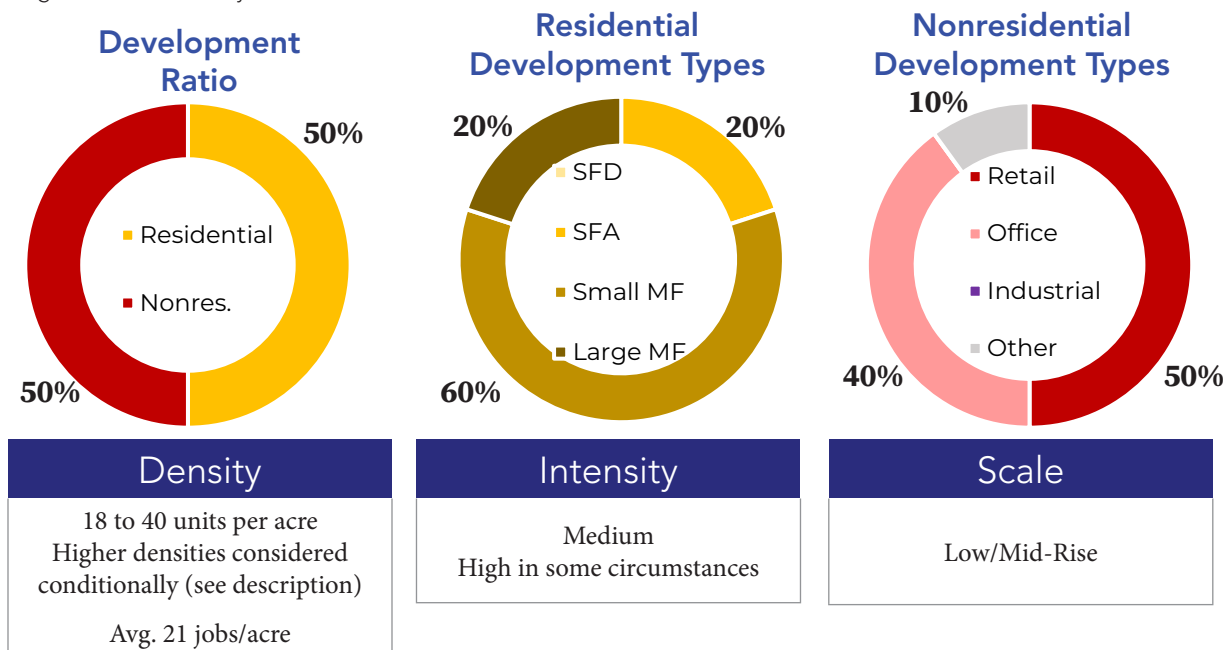
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

Community Mixed-Use places a great emphasis on the following design elements: density, intensity and scale; the mix of housing; walkability; streetscapes and a high quality public realm; parking management; and access to amenities such as parks, civic spaces and neighborhood services.

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

- Healthcare services, including hospitals.
- Larger employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing; provided such facilities fit the form described above.

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●○○○○	Not considered appropriate since the intent is to provide retail, services, activity centers and diversified housing to support surrounding neighborhoods, achieve strong fiscal performance, and drive community identity and gathering.
SFD + ADU	●○○○○	
SFA, Duplex	●○○○○	
SFA, Townhomes and Detached Missing Middle	●●●○○	This can be appropriate provided that the overall Community Mixed-Use area also contains mixed-use buildings and/or shopping centers with which this product integrates in a manner to promote walkability and access. Can be utilized as a transition between Community Mixed-Use and other uses. These development types should be located on secondary roads rather than primary thoroughfares, as primary frontages are best reserved for ground-floor retail and services.
Apartment House (3-4 units)	●●●○○	
Small Multifamily (8-12 units)	●●●○○	
Large Multifamily (12+ units)	●●●○○	
Mixed-Use Urban, Neighborhood Scale	●●●●●	This is the ideal form of development within the Community Mixed Use category; provides for activity centers, retail, services and diverse housing options. Design should emphasize the pedestrian experience rather than people driving automobiles. Vertical mixed-use is likely most appropriate, in order to achieve the intended densities. Ground floor uses are encouraged to be food and beverage or pedestrian-oriented retail and services, to promote foot traffic and activity.
Mixed-Use Urban, Community Scale	●●●●●	
Shopping Center, Neighborhood Scale	●●●●○	While less preferred, this use can provide retail and services near housing, promoting walkability and 10-minute neighborhoods. Becomes more appropriate if a horizontal approach to mixed-use is deployed.
Shopping Center, Community Scale	●●●●○	
Light Industrial Flex Space	●●○○○	Not generally considered appropriate due to lower sales tax generation and limited ability to design at pedestrian scale, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience.
Manufacturing	●○○○○	Not considered appropriate.
Civic	●●●●●	Considered supportive to the function and livability of this future land use category, government buildings, schools and community facilities can serve as activity hubs.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.

MIXED USE DISTRICTS

NB

Neighborhood Business

The neighborhood business districts is intended as a low-intensity mix of commercial and residential uses, excluding single-family residential and manufactured home residential, and being located at or near single-family and multifamily residential development and along a primary collector or greater roadway. Building scale and site development should be cohesive with adjacent residential. This district can serve as a transition to more intense commercial uses.

Permitted and Conditional Uses

Residential

Condominium (c)	Multi-family (c)
-----------------	------------------

Non-Residential

Alcoholic beverage establishment (c/s)	Laundry services (self)
Antique shop	Liquor sales (c)
Art studio or gallery	Medical clinic
Business Support Services	Offices, government
Child Care Center	offices, medical
Club or lodge (c)	Offices, professional
Community Garden (c)	Personal improvement services
Consumer Repair Services	Personal services
Event Center (c/s)	Pet store (c)
Financial Services (c)	Printing and publishing (c)
Florist (c)	Religious assembly
Food Sales (c)	Restaurant (c)
Funeral Services (c)	Utility services, minor
Gasoline Station (limited) (c/s)	Veterinary services, small (c)
General Retail Sales (convenience)	Wireless Transmission Facilities, attached (c/s)
General retail sales (general)	Wireless Transmission Facilities, stealth (c/s)
Governmental Facilities	
Hotel (c/s)	

NB

Neighborhood Business

Site Development Standards

Lot		Massing	
Minimum Lot Area	7,500 sq ft	Maximum Height	35 ft
Minimum Lot Width	60 ft ¹	Minimum Setbacks:	
Maximum principle structure Lot Coverage	40%	Front Setback	20 ft
Maximum principle and accessory structure lot coverage	50%	Streetside Setback	15 ft
Landscape Requirement	20% ²	Exterior side Setback	20 ft ⁴
Maximum dwelling unit size	1,000 sq ft ³	Rear Setback	20 ft ⁴
Maximum dwelling units	10/acre	Streetscape Yard	15 ft ⁵

¹ Corner lots add 10 ft

² 2 Trees per 600 s.f. of landscaped area.
4 shrubs per 600 s.f. of landscaped area.

³ For every ten percent of total exterior facade area that is masonry, 100 square feet of residential dwelling unit size can be reduced up to 500 square feet by entering in a development agreement authorized to be executed by the city manager. Total exterior facade area does not include the area of windows and doors. Masonry is considered stone, brick, or cement stucco, and excludes cementitious planking.

Properties located within the historic district as defined in section 14.02.031 may have minimum dwelling unit sizes 500 square feet less than indicated in the tables found in subsections (a) and (b) above. Neighborhood business (NB) district properties shall have a minimum of 70 percent front facade masonry and 50 percent overall facade masonry.

⁴ Setbacks to non-residential can be 10 ft

⁵ 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.



4/24/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 310 W. Murray Rezoning from SF-1 to NB
 Case Number: 2024-P-1636-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 310 W. Murray St., Manor, TX from (SF-1) Single-Family Suburban to (NB) Neighborhood Business. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for 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 Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 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

290 East Not West LLC
421D Congress Ave.
Austin, TX 78701

Mario Juarez
3401 Bratton Ridge Xing
Austin, TX 78728

Edward Garcia
804 N Bastrop St.
Manor, TX 78653

Luna Benita Gonzalez
802 N Bastrop St.
Manor, TX 78653

Mr. Jims Grocery Inc.
PO Box 827
Manor, TX 78653

Brenda S. Perez
600 Samaripa St.
Manor, TX 78653

Walter L. Robinson
3608 Eagles Nest St.
Round Rock, TX 78665

Thomas M. Turman
21609 Union Lee Church Rd.
Manor, TX 78653

Manor Independent School District
PO Box 359
Manor, TX 78653

River City Partners Ltd.
501 E Koenig Ln.
Austin, TX 78751

Wenkai Chen
1132 NORTHWESTERN AVE UNIT A
AUSTIN, TX 78702



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 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 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

BACKGROUND/SUMMARY:

This property is along FM 1100 near the intersection with Kimbro West Road, about 1.3 miles north of the intersection of FM 1100 and US 290. The applicant is requesting C-2 Medium Commercial zoning as they intend to construct an event center.

The Comprehensive Plan Future Land Use Map has this area designated as the Employment Center. Employment Center uses are meant to have access to major roadways and support a mix of retail, office, industrial, and other nonresidential development types. This 3.75-acre tract being C-2 Medium Commercial would be consistent with the intent of the Employment Center designation by providing compatible retail and nonresidential uses for other office and industrial uses that will be a part of the larger Employment Center district.

P&Z voted 3-3 to recommend C-1 Light Commercial zoning. The motion failed and no new motion was put forward. The Commission discussed that C-2 Medium Commercial was too intense a category for the area as it's currently developed, which is single-family and agricultural. Additionally, the applicant is seeking to construct an event center, and C-1 requires a Specific Use Permit to construct an event center and the Commission wanted the additional oversight of the property's development as an event center so they can better understand how it would affect the adjacent residential and traffic on FM 1100. The vote was split because some members of the Commission did not support commercial zoning at all.

A supermajority of the City Council will be needed to approve this zoning request.

At the May 15, 2024, City Council meeting it was motioned to approve the zoning as C-1 Light Commercial. The vote for C-1 Light Commercial was approved 5-1. If approved as C-1 Light Commercial, the applicant's proposed Event Center would require a Specific Use Permit (SUP), which would need a Planning and Zoning Commission recommendation and approval by the City Council. Under a SUP, the P&Z and the City Council can revise the site's layout and place restrictions on the business's operations to achieve the desired outcomes and goals of the P&Z and City Council.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No

PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 747
- Letter of Intent
- Rezoning Map
- Aerial Image
- C-2 Land Uses
- Future Land Use Map
- Employment Center Dashboard
- Public Notice
- Mailing Labels

STAFF RECOMMENDATION:

The City Staff recommends 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) Light Commercial.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
		X – tie vote	

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.

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 Single Family Suburban (SF-1) to zoning district Light commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

ORDINANCE NO. 747

Page 2

PASSED AND APPROVED FIRST READING on this the 15th day of May 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the 5th day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

EXHIBIT “A”

Property Address:
14122 FM 1100, Manor, TX 78653

Property Legal Description:

EXHIBIT A

Being a 3.478 acre (151,497 square feet) tract of land out of the Lemuel Kimbro Survey, A-64, in Travis County, Texas, being the remaining portion of a called 5.75 acre tract conveyed from Arthur A. Christensen and wife, Margaret Christensen to Carl G. Chambers and Artis Chambers, filed July 19, 1967 and recorded in Volume 3315, Page 1822 of the Deed Records of Travis County, Texas, being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on June 30, 2023 and is true and correct to the best of my knowledge and belief. All bearings and distances shown herein are based on the Texas Coordinate System, Central Zone (4203) NAD83, said 3.478 acre tract being more fully described as follows:

BEGINNING at a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set in the West line of Farm-to-Market 1100 at the Southeast corner of the said 5.75 acre tract, the Northeast corner of a called 10.010 acre tract conveyed from Lucrecio Lopez and Erika Lopez to Marvin Chacon and Arletys Chacon, filed November 19, 2019 and recorded in Document No. 2019182590 of the Official Public Records of Travis County, Texas, and marking the Southeast corner of the herein described tract from which a 1/2 inch iron rod found bears South 27°17'02" West, a distance of 275.77 feet;

THENCE, North 64°09'59" West, generally along a barbed wire fence with the South line of said 5.75 acre tract and the North line of said 10.010 acre tract, a distance of 741.78 feet, to a 4 inch metal fence corner post found for the Southwest corner of the said 5.75 acre tract, an exterior corner of a called 33.939 acre tract conveyed from Gayle S. Anderson to David Oman, filed August 22, 2014 and recorded in Document No. 2014125837 of the Official Public Records of Travis County, Texas, and marking the Southwest corner of the herein described tract;

THENCE, generally along a barbed wire fence with the common line of said 5.75 acres and said 33.939 acres, as follows:

1. North 27°31'27" East, a distance of 331.94 feet (called 332.43 feet), to a 4 inch metal fence corner post found for the Northwest corner of said 5.75 acre tract, an interior corner of said 33.939 acre tract, and marking the Northwest corner of the herein described tract;
2. South 62°38'09" East, a distance of 198.00 feet, to a 5/8 inch iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of a called 2.000 acre tract conveyed from Cornerstone Capital Group, Inc. to Janet Holeman, filed February 23, 1999 and recorded in Volume 13375, Page 570 of the Real Property Records of Travis County, Texas, and marking the most northerly Northeast corner of the herein described tract;

THENCE, South 27°26'08" West, over and across said 5.75 acre tract with the West line of said 2.000 acre tract, a distance of 167.85 feet (called 167.79 feet), to a 1/2 inch iron rod found for the Southwest corner of the said 2.000 acre tract, and marking an interior corner of the herein described tract;

THENCE, South 64°10'37" East, continuing over and across said 5.75 acre tract generally along a barbed wire fence with the South line of said 2.000 acre tract, a distance of 542.77 feet (called 542.71 feet), to a 1/2 inch iron rod found in the said West line of Farm-to-Market 1100 for the Southeast corner of the said 2.000 acre tract, and marking the most easterly Northeast corner of the herein described tract;

THENCE, South 27°17'02" West, with the West line of Farm-to-Market 1100 and the East line of the said 5.75 acre tract, a distance of 158.88 feet, to the PLACE OF BEGINNING, containing within these metes and bounds 3.478 acres (151,497 square feet) of land, more or less.

Good afternoon to all,

My Name is Rocio Velazquez, and I am Writing this letter to whom it may concern,

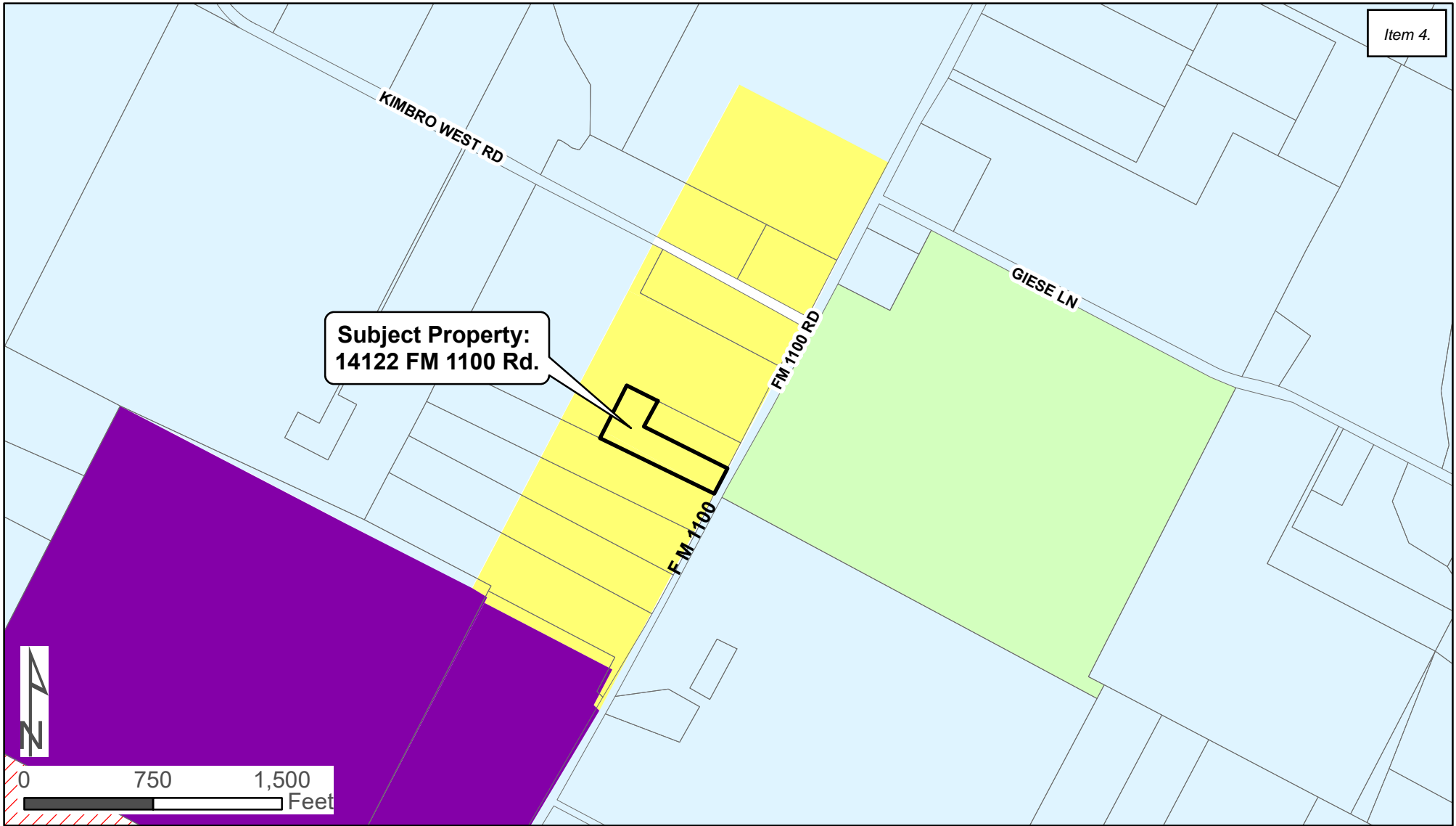
We recently bought a property located at 14122 FM 1100 in Manor Tx 78653, our intent with this property is to to change the zoning on our property. We are currently zoned as a Single Family Residential Suburban Site and would like to change it to a Commercial Use Site (C2). Our Plans with this Change of zone would be to Build A Event Center(Venue). We Look Forward to Building a Modern Event Center something our Town Would Love to have, & we would love to provide that. With Manor Growing so much over the past year's and what it looks like it will grow into in a few more an Event Center is something we truly believe will add more value to our precious Manor and it families.

Please feel free to reach out, if there's any questions

Thank You,

Rocio Velazquez

512-840-8392

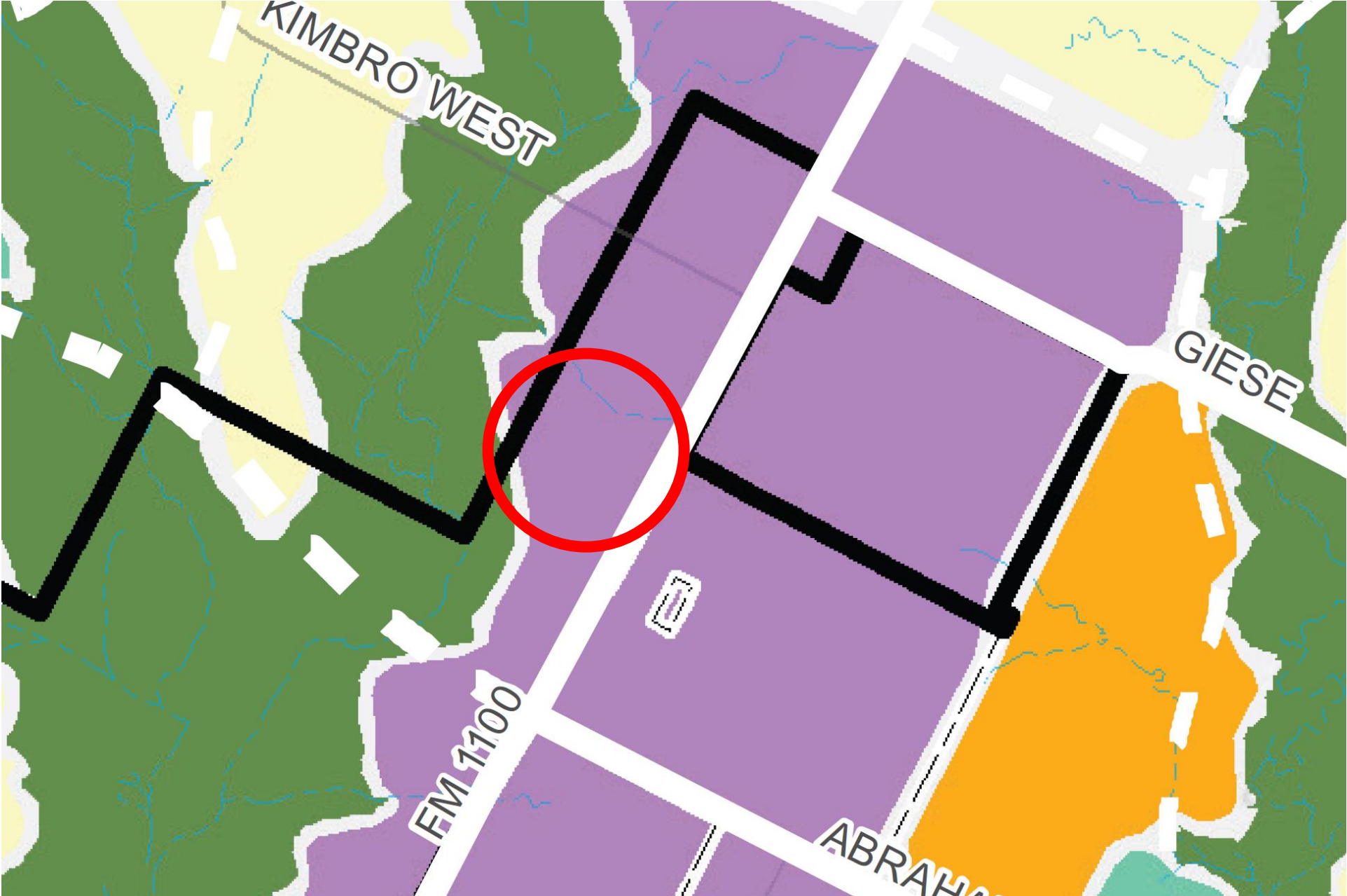


Current:
 (SF-1) Single Family Suburban

Proposed:
 (C-2) Medium Commercial

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
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	MF-2 - Multi-Family 25
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	I-1 - Institutional Small
	I-2 - Institutional Large
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	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





EMPLOYMENT

The Employment land use category applies to business centers with easy access to major roadways, including SH 290 and FM 973. The primary uses for employment centers are large urban employment centers, corporate campuses, and mixed-use environments.

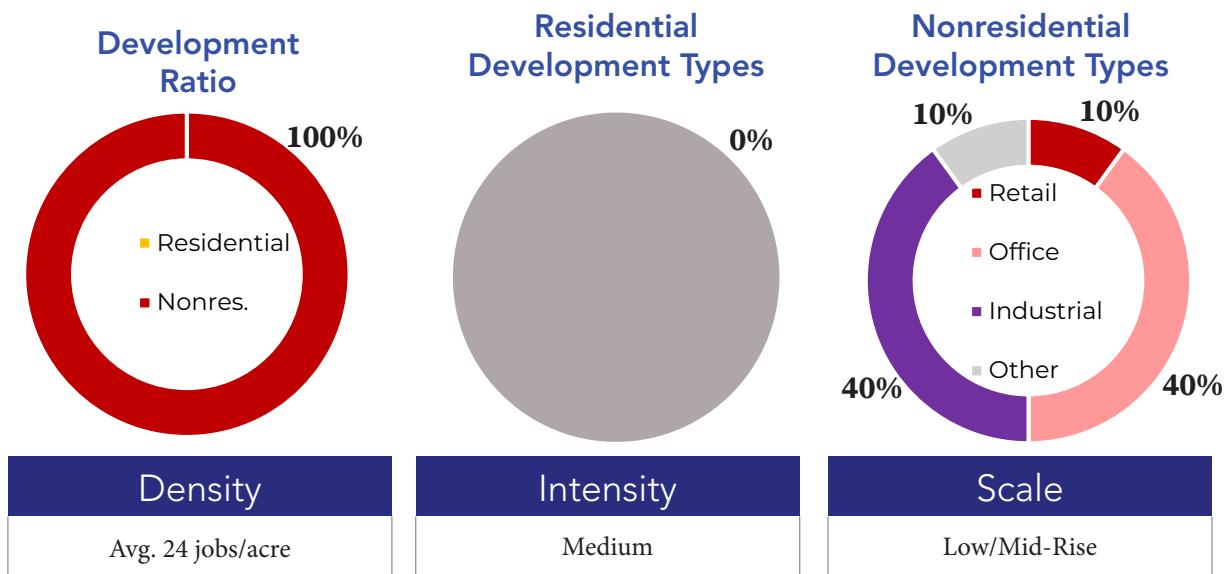
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

As a result, this district includes a mixture of retail, office, industrial and other nonresidential development types, rather than exclusively office or exclusively industrial. This provides important support services to employment centers, making them more sustainable and increasing the quality of life for workers.

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

- Healthcare services, including hospitals.
- Large employers in a variety of industries that residents currently commute to outside of Manor.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
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	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.

C-2

Medium Commercial

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

Permitted and Conditional Uses

Non-Residential Uses

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

C-2

Medium Commercial

Site Development Standards

Lot		Massing	
Minimum Lot Area	1/2 acre	Maximum Height	60 ft
Minimum Lot Width	100 ft ¹	Minimum Setbacks:	
Maximum principle structure lot coverage	60% ²	Front Setback	20 ft
Maximum principle and accessory structure lot coverage ³	70%	Streetside Setback	15 ft
		Exterior Side Setback	40 ft ⁶
		Rear Setback	40 ft ⁶
Landscape Requirement	15% ³		
Streetscape yard	15 ft ⁴		
Bufferyard	25 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 10 ft



4/24/24

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 14122 FM 1100 rezoning from SF-1 to C-2
 Case Number: 2024-P-1628-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 14122 FM 1100, Manor, TX from (SF-1) Single-Family Suburban to (C-2) Medium Commercial. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Rezoning Application for 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 Planning and Zoning Commission will meet at 6:30PM on May 8th, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on May 15th, 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.

LOPEZ LUCRECIO & ERICA (1749116)
14034 FM 1100
MANOR TX 78653-4095

CHACON MARVIN & ARLETYS
(1828293)
305 MILTON CV
PFLUGERVILLE TX 78660-2919

HOLEMAN JANET (420066)
14204 FM 1100
MANOR TX 78653-3719

OMAN DAVID (1447835)
14859 BOIS D ARC LN
MANOR TX 78653-3626

BONO JOSEPH A III TRUST ETAL
(1940458)
5718 WESTHEIMER RD STE 1840
HOUSTON TX 77057-5758



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 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.
	<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.

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

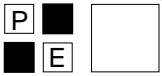
STAFF RECOMMENDATION:

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
- Fire Hydrant
- Optic Cable Sign
- Fire Alarm Sign
- Electric 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

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 pipelines as installed" Not Plottable

Orientation for this survey is based upon the State Plane Coordinate System
 All distances shown in Texas Central Zone
 All distances shown in Texas Western Zone
 All distances shown in Texas Eastern Zone
 Ground Origin Scale 1:1000/2837



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: 512.238.6422 | POC: @psenic.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

Orientation for this survey is based upon the State Plane Coordinate System NAD83 (4203 - Texas Central Zone). All distances are given in feet and angles are given in degrees and minutes. Ground Origin Scale is 1:1000.

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

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)

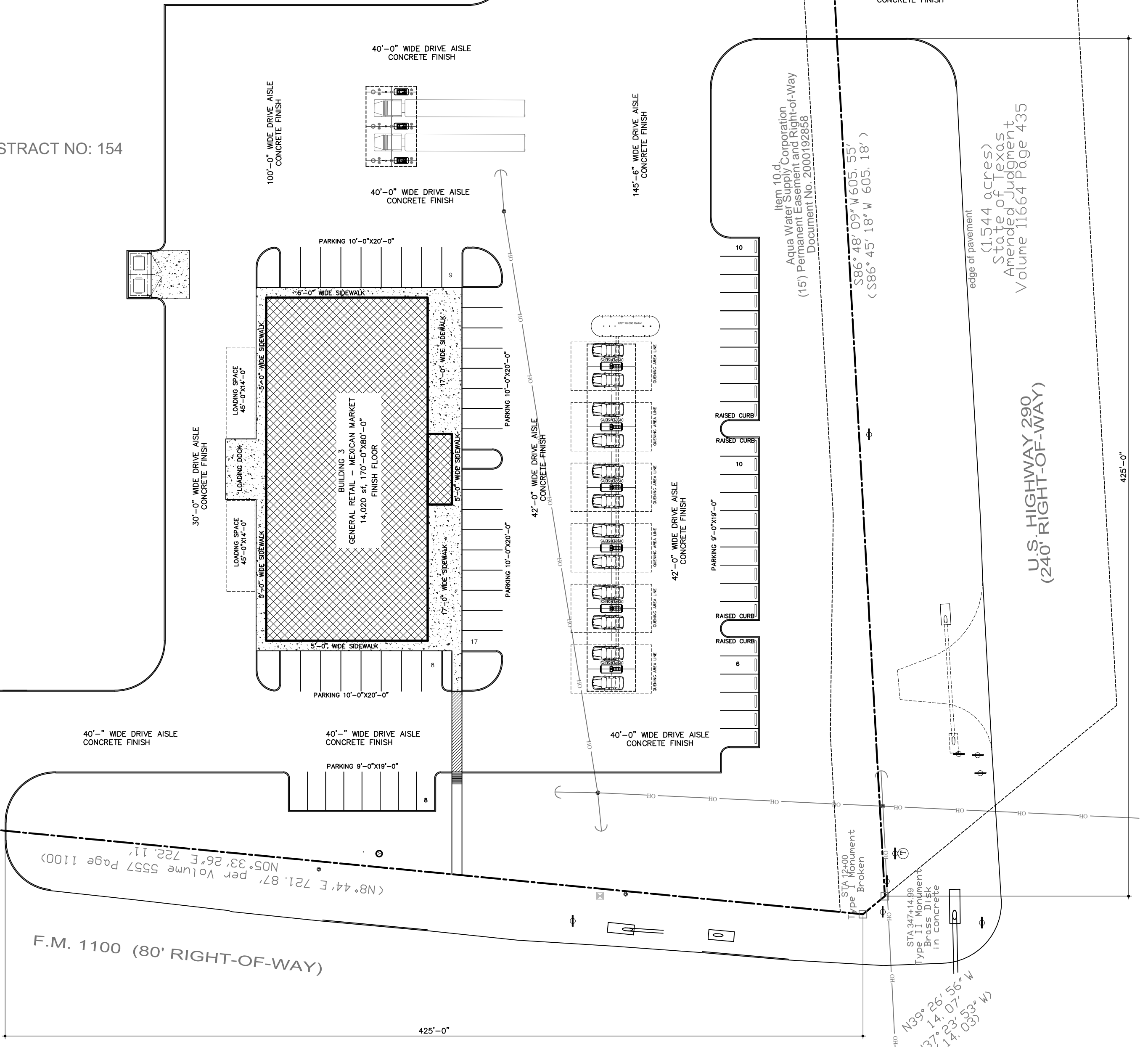
LEMUEL KIMBRO SURVEY NO. 456 NO. 64
 VOELKER LANE (60' RIGHT-OF-WAY)

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
 12.627 ACRES

Danny Davilla and Regina Davilla
 Volume 4110 Page 793

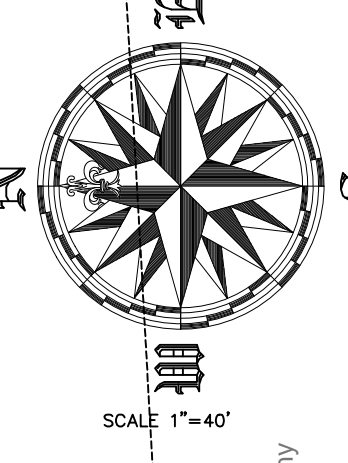
F.M. 1100 (80' RIGHT-OF-WAY)

U.S HIGHWAY 290
 (240' RIGHT-OF-WAY)

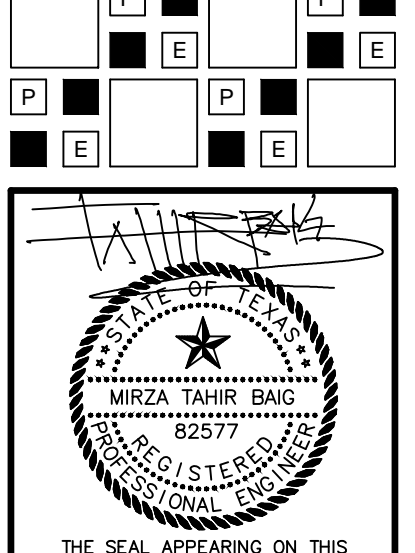


(14.00 Acres)
 Terry Lugo Schultz
 Volume 557 Page 1005
 Description Page 1005

(2.281 acres)
 Justin L. Exos
 Volume 1167 Page 223



STATE OF TEXAS
 COUNTY OF TRAVIS
 I, the undersigned, do 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.



Rev.	Description	Date	Drawn
0	ISSUED FOR APPROVAL	11/09/21	
1			
2			
3			
4			
5			
6			

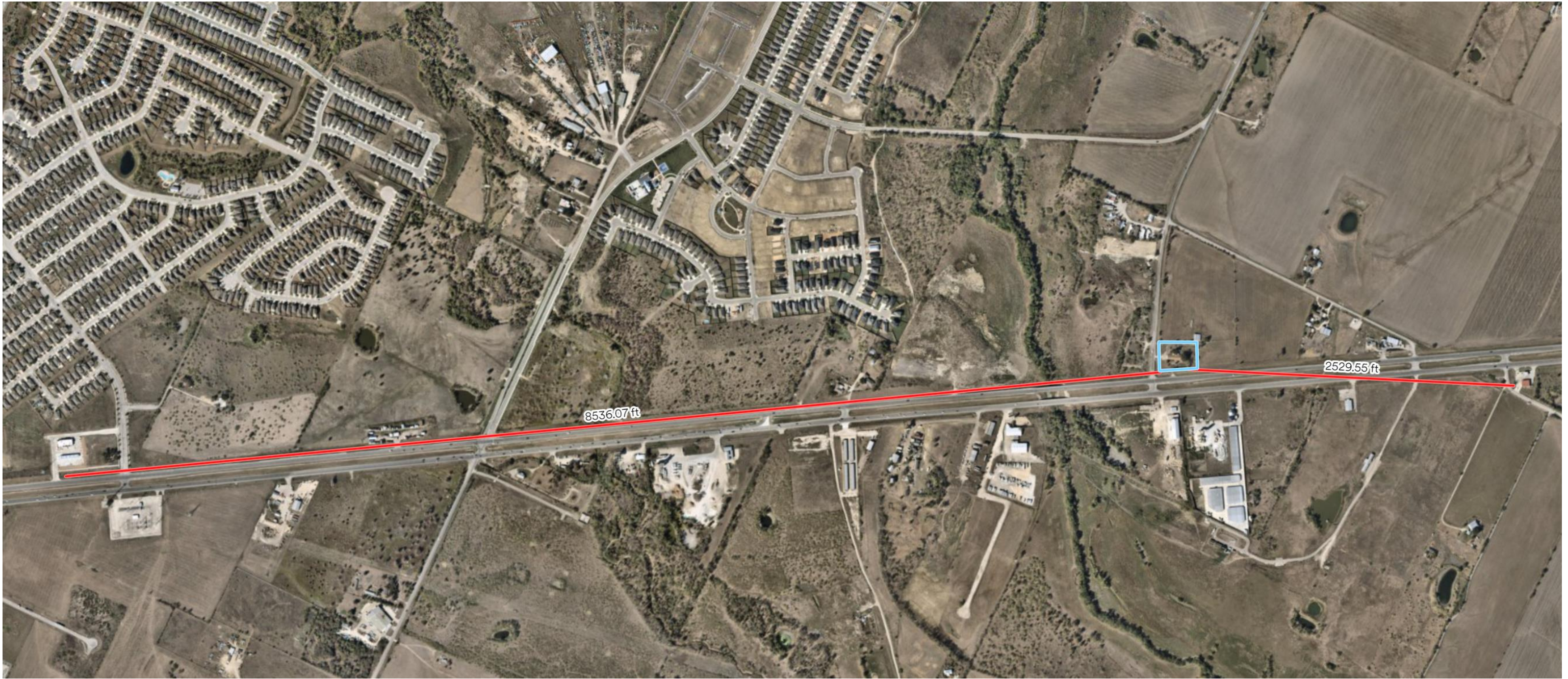
PROFESSIONAL STRUCTURAL ENGINEERS, INC.
 CONSULTING CIVIL AND STRUCTURAL ENGINEERS
 2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6222 | PJOH@psocinc.com

PROJECT:
 FM1100 RETAIL CENTER
 13105 FM 1100
 CITY OF MANOR, TEXAS 78653

TITLE:
 CONCEPTUAL SITE PLAN

PROJECT:
 30728

SHEET:
 SK2







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 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.
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	<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.

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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,

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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

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 second and final reading.

A reconsideration vote was held on this agenda to bring this item back for a new vote.

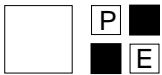
LEGAL REVIEW: Not Applicable
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Letter of Intent
- Aerial Image
- Conceptual Layout
- Distance to Existing Gas Stations
- Example Layout
- Public Notice
- Mailing Labels

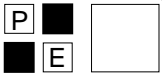
STAFF RECOMMENDATION:

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
- 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

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 pipelines as installed" Not Plottable

Orientation for this survey is based upon the State Plane Coordinate System
 All distances shown in Texas Central Zone
 All distances shown in Texas Western Zone
 All distances shown in Texas Eastern Zone
 All distances shown in Texas Southern Zone
 All distances shown in Texas Northern Zone
 All distances shown in Texas Mountain Zone
 All distances shown in Texas North Central Zone
 All distances shown in Texas South Central Zone
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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			
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3			
4			
5			
6			

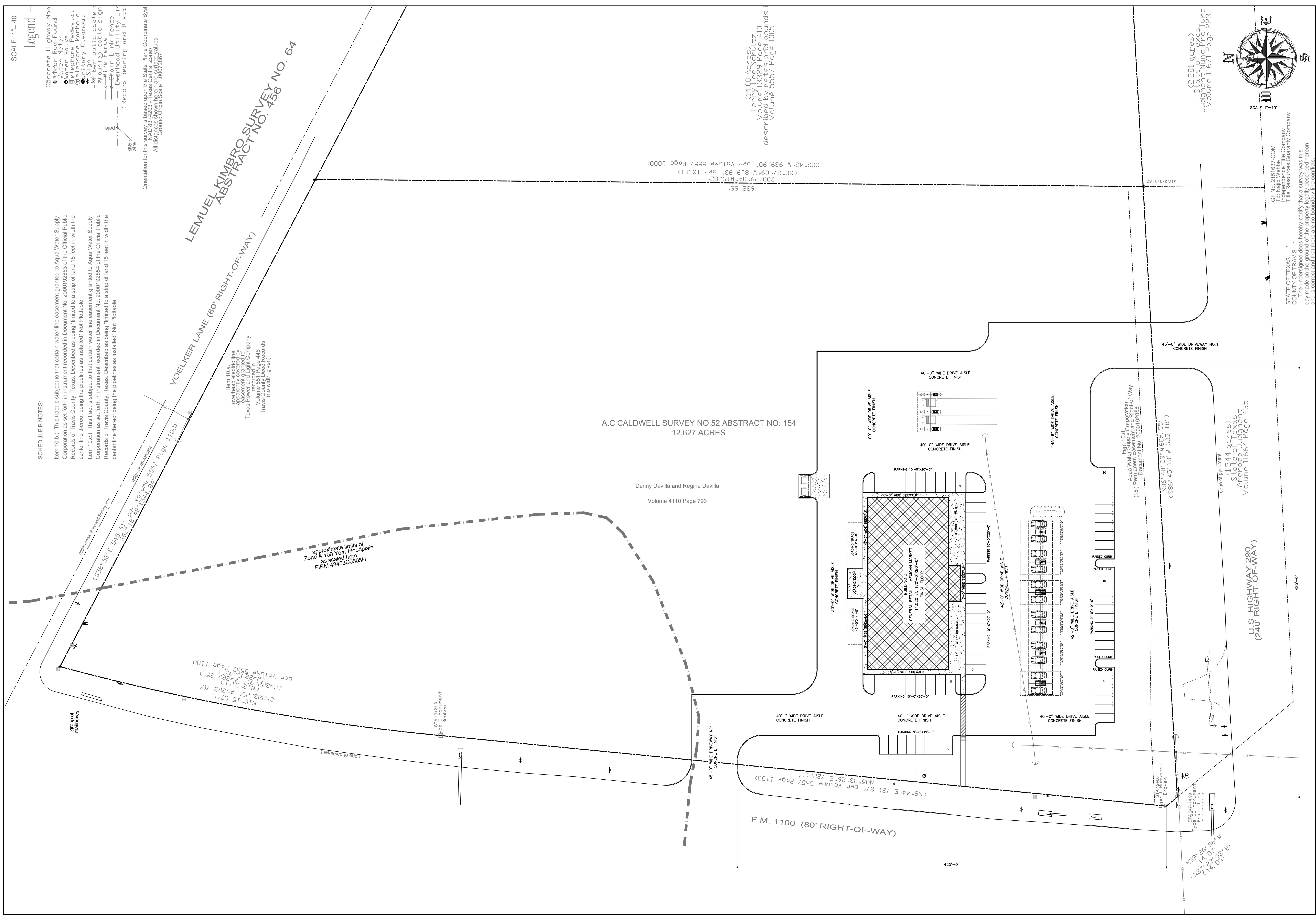
PROFESSIONAL STRUCTURAL ENGINEERS, INC.
 CONSULTING CIVIL AND STRUCTURAL ENGINEERS
 2205 WEST PARKER LANE, SUITE 210, AUSTIN, TX 78727 | TEL: 512.238.6422 | POC: @poeinc.com

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
- Electric Cable
- 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 in feet and all bearings are in degrees, minutes and seconds. Ground Origin Scale is 1:100,000.

LEMUEL KIMBRO SURVEY NO. 456 NO. 64

VOELKER LANE (60' RIGHT-OF-WAY)

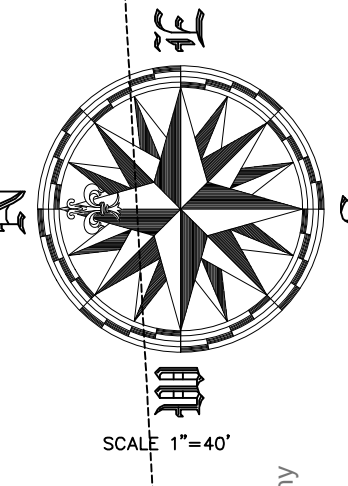
Item 10.a. easement, electric line easement granted to Texas Power and Light Company Volume 557 Page 446 Travis Co. (no width given)

A.C CALDWELL SURVEY NO:52 ABSTRACT NO: 154
12.627 ACRES

Danny Davilla and Regina Davilla
Volume 4110 Page 793

(14.00 Acres)
Terry Lugo Schultz
Volume 557 Page 1005
describible metes and bounds

(2.281 acres)
Jugh State of Texas
Volume 1167 Page 223

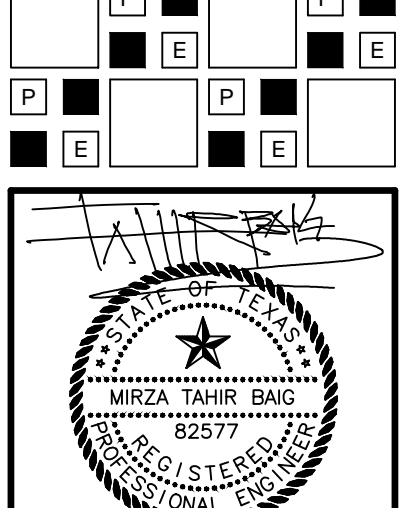


SCHEDULE B NOTES:

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

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 TAHIR 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 | PJO@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 P.E. INC. AND SHALL NOT BE REPRODUCED, REPRODUCED IN ANY MANNER, OR REUSED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE 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 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 5, 2024
PREPARED BY: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
DEPARTMENT: Community Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on establishing the Manor’s TML Youth Advisory Commission (YAC).
(Requested by Council Member Aaron Moreno)

BACKGROUND/SUMMARY:

The TML Youth Advisory Commission (YAC) program was created in 1993. This program was created to give the youth a voice 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.

LEGAL REVIEW: Not Applicable
FISCAL IMPACT: Yes, Budget FY24-25
PRESENTATION: Yes
ATTACHMENTS: Yes

- Manor YAC Presentation
- TML Youth Advisory Commissions Handout
- Killeen TML Youth Summit 2022
- Dallas TMY Youth Summit 2023
- Lewisville TML Youth Summit 2024

STAFF RECOMMENDATION:

The city staff recommends that the City Council direct city staff to establish the Manor’s TML Youth Advisory Commission (YAC) and present the final proposal on _____.

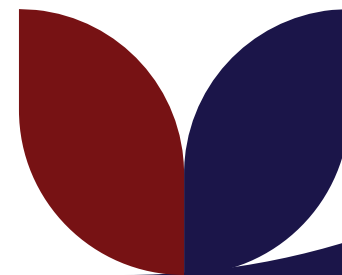
PLANNING & ZONING COMMISSION: **Recommend Approval** **Disapproval** **None**

TML Youth Program: Youth Advisory Commission



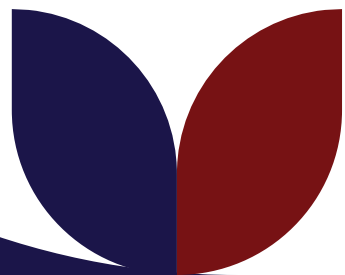
What is a YAC?

- 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.



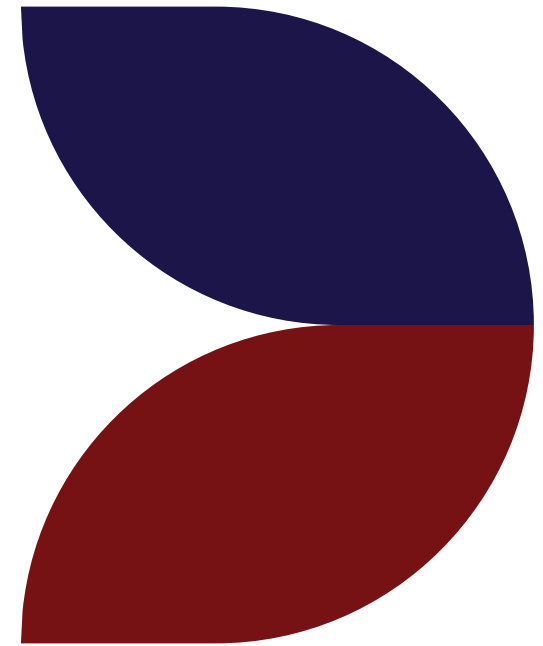
5 Core Values

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

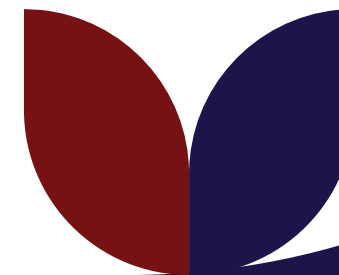


Yearly Projects

- 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

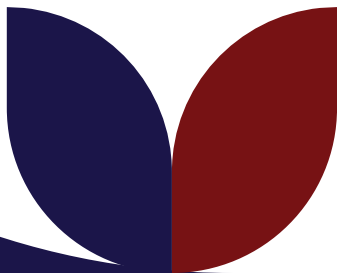
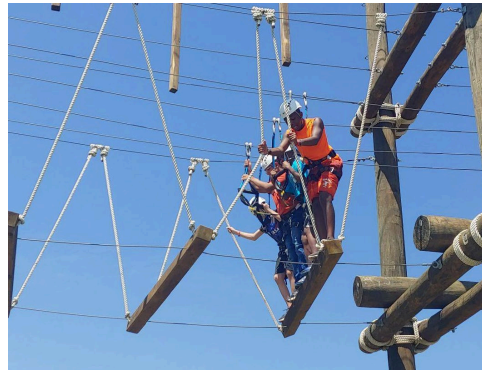
- Youth Leadership Opportunities
- Healthy Body, Healthy Mind, Healthy Soul, Healthy Life
- Park Ambassadors
- Create an inclusive environment
- Create a safe platform and environment for Manor's youth to have a voice







Item 7.



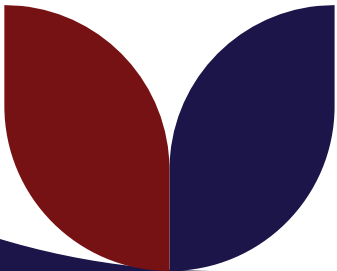
Why should Manor have a YAC?

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



Youth Advisory Commissions

Every city, regardless of its size or location, shares a common resource—arguably its greatest resource—its youth. Creating safe and enriching environments that our children can thrive in is really what it is all about. Moving beyond satisfying these core needs, your city can also tap into youth perspective, creativity, and energy by creating a youth advisory commission (YAC).

There are dozens of YACs operating across the state, each with their own personality. Some focus on community service, others concentrate on peer involvement, and some operate as mini-city councils that deliberate issues and make recommendations. All give youth a voice and a stake in their city government. YACs provide cities with energetic volunteers for civic projects, give city leaders a fresh viewpoint on issues challenging our cities, and create a sense of accomplishment for our youth.

Benefits

The benefit of YACs works both ways. Youth have an outlet to affect change in their community and have a place to interact with their peers and adults on issues of importance to their community. On the flip side, the city creates an outlet to not only engage youth but to harness their energy and ideas.

YAC Projects

Many YACs are involved in projects or programs that are geared toward civic engagement and community service. Examples of these projects include presenting to the city council, interning with city departments, fundraising to help local charities, volunteering at city events, discussing important teen issues, organizing career fairs, volunteering at local schools, and more.

How to Form a YAC

Get buy in and feedback from your youth. Talk with the youth in your community. Ask them if a youth commission would be an appropriate forum for their participation.

Back it up on paper. Work with your youth to develop YAC bylaws. These bylaws should outline the duties and responsibilities of the commission. Several YACs have also been established by city ordinance as well.

Keep it going. Maintaining your YAC requires an enthusiastic champion within city hall and a plan for recruiting new members. Your adult leader/cheerleader will need to take an active role in recruitment—whether it is reaching out to local schools, holding an open house at city hall, or tapping current members to recruit their peers.

How the Texas Municipal League Can Help

The formation of youth advisory commissions in cities across the state is a priority of the Texas Municipal League (TML) Board of Directors. In 2003, then TML President Jackie Levingston championed the issue, and today many Texas cities have programs that involve youth. This initiative provides cities with energetic volunteers for civic projects, gives city leaders a fresh perspective on issues challenging our cities, and creates a sense of accomplishment for our youth. A great way for adult leaders and youth to connect to new ideas and spark innovation is to meet with other youth groups. TML has two terrific outlets to do just that.

1. Attend the annual Texas Youth Advisory Commission (YAC) Summit. This event is a two-day statewide event sponsored by the Texas Municipal League and hosted/organized by a city and its youth advisory commission (YAC). While the summit has a serious mission of educating, inspiring, and empowering, it is also built for fun. Visit www.yacsummit.org to find out more.
2. Reach out to TML! Share feedback, get connected with other YACs, and more. Visit www.tml.org or call 512-231-7400.

Texas Municipal League

www.tml.org

512-231-7400

Youth Advisory Commissions

Updated August 2020

What is a YAC?

Every city, regardless of its size or location, shares a common resource—arguably its greatest resource—its youth. Creating safe and enriching environments that our children can thrive in is really what it is all about. Moving beyond satisfying these core needs, your city can also tap in to youth perspective, creativity, and energy by creating a youth advisory commission (YAC).

There are dozens of YACs operating across the state, each with their own personality. Some focus on community service, others concentrate on peer involvement, and some operate as mini-city councils that deliberate issues and make recommendations. All give youth a voice and a stake in their city government. YACs provide cities with energetic volunteers for civic



Borger Youth Advisory Council, February 2014

projects, give city leaders a fresh viewpoint on issues challenging our cities, and create a sense of accomplishment for our youth.

From City of Muleshoe Youth Advisory Council Commitment Pledge:

The goal of the Muleshoe Youth Advisory Council is to develop a group of youth leaders who are committed to learning about local government and the roles youth can have in it. Muleshoe YAC will also learn to make a difference in our community and the lives of other youth, recognizing their voice and using it and representing other youth in the City of Muleshoe. Time, effort, and commitment are involved.

From the Lake Jackson Youth Advisory Commission flyer:

Why should I join YAC?

- *Be a voice for the youth of Lake Jackson*
- *Meet new people*
- *Have fun*
- *Volunteer in the community*
- *Be involved in city activities by being a part of the city*

Benefits

The benefit of YACs works both ways. Youth have an outlet to affect change in their community and have a place to interact with their peers and adults on issues of importance to their community. On the flip side, the city creates an outlet to not only engage youth but to harness their energy and ideas.



Rockwall Youth Advisory Council, February 2014

YAC Projects

YACs are involved in a number of projects in their communities. Below is a short sampling of successful projects that YACs have performed. We encourage you to get creative and help us add to this list.

- Advise the city council on teen-related issues (Bryan, Burleson, Flower Mound, Kyle)
- Movie in the park (Muleshoe)
- School supply giveaway program (Port Arthur)
- Family fun night (Cedar Hill)
- Hip hop summit (DeSoto)
- 5K run to support a charity (Muleshoe)
- Fun and educational lock-in (Arlington)
- Learn about all areas of city government (North Richland Hills, Rockwall, Borger, Muleshoe)
- Create luminaries for Relay for Life (Killeen)
- Fundraising and item drive for those in need (Belton, Killeen, Pearland)

- Adopt-a-roadway (Killeen)
- Teens in the driver's seat campaign (Garland)
- Partner with the city's local chapter of Keep Texas Beautiful (Lake Jackson, Killeen)
- Holiday events (Easter Hunt, Tree Lighting, Christmas Carnival, etc.) (Cedar Killeen, Lake Jackson, University Park)
- Reports/presentations to city council (Borger, Burleson, Rockwall, University Park)
- Intern with city officials (Borger)
- Four community service projects a year (Arlington)
- Annual teen talk event (Garland)
- Black history talent show (Abilene)
- Mock city council meetings (Muleshoe)
- Youth engagement awards program (Grand Prairie)
- Photo projects (DeSoto)
- Annual youth conference (Killeen)
- Teen survey (Baytown)
- Advocate a municipal issue before state legislative leaders (Borger)
- Assist at city festivals/events (University Park)
- Provide training to YAC members (college prep, leadership, teamwork, diversity training, healthy habits, professional image) (Port Arthur, Rockwall)
- Career fest (Austin)
- Host a prom for senior citizens or a father-daughter dance (Copperas Cove)
- Civic literacy event (Fort Worth)
- Assist with city-wide clean-up and/or recycling efforts (University Park)

- Volunteer at various local organization (Killeen, University Park)
- Join forces with local schools on projects (Hutto)
- Improve speaking and presentation skills (Borger)
- Network with other youth (Bryan)
- Develop public service announcements on issues of importance to youth (Garland)
- Host the Texas Youth Advisory Commission Summit (Garland, Killeen, DeSoto, Port Arthur, Rockwall, Pearland)

How to Form a YAC

Get buy in and feedback from your youth. Talk with the youth in your community. Ask them if a youth commission would be an appropriate forum for their participation.

Back it up on paper. Work with your youth to develop YAC bylaws. These bylaws should outline the duties and responsibilities of the commission. Several YACs have also been established by city ordinance as well.

Keep it going. Maintaining your YAC requires an enthusiastic champion within city hall and a plan for recruiting new members. Your adult leader/cheerleader will need to take an active role in recruitment—whether it is reaching out to local schools, holding an open house at city hall, or tapping current members to recruit their peers.



Abilene's Carver Youth Council, February 2014

How TML Can Help

The formation of youth advisory commissions in cities across the state is a priority of the Texas Municipal League (TML) Board of Directors. In 2003, then-TML President Jackie Levingston championed the issue, and today more than 45 Texas cities have programs that involve youth. This initiative provides cities with energetic volunteers for civic projects, gives city leaders a fresh perspective on issues challenging our cities, and creates a sense of accomplishment for our youth.

The sky is the limit in regards to the types of projects your YAC can undertake. A great way for adult leaders and youth to connect to new ideas and spark innovation is to meet with other youth groups. TML has two terrific outlets to do just that.

1. Attend the annual Texas Youth Advisory Commission Summit. TML is proud to sponsor an annual youth summit. The first Texas Youth Advisory Commission Summit was held in Woodway in 2001. Nearly 50 city officials and youth leaders attended the summit.

In 2003, the TML board approved the sponsorship of the YAC summit. This commitment continues today as well as the summit's success. More recently, the 2019 summit in Fort Worth attracted 382 participants, and the 2020 summit in Kyle attracted 236 participants.

Over the years, participants have been exposed to exciting careers (from lawmakers to film-makers), have heard from inspiring speakers, have forged lasting friendships, have exchanged ideas, have served those in need through a variety of community service projects, and have had fun.

For more information about the upcoming annual summit (which is usually held in February), go to www.yacsummit.org.

2. Reach out to TML with feedback, ways to get connected with other groups, and more.

YACs in Texas

Why reinvent the wheel? Reach out to existing YACs for example mission statements, recruitment materials, guidelines, applications, meeting agendas, meeting minutes, and project descriptions.

[Arlington Mayor's Youth Commission](#)

[Brookshire Youth Advisory Council](#)
[Austin Youth Council](#)

[Belton Youth Advisory Commission](#)

[Borger Youth Advisory Council](#)

[Bryan Youth Advisory Commission](#)

[Burleson Mayor's Youth Council](#)
[Cedar Hill Mayor's Youth Council](#)
[Cibolo Youth Council](#)
[Corinth Youth Advisory Council](#)
[Dallas Youth Commission](#)
[DeSoto Youth Advisory Council](#)
[Flower Mound Youth Action Council](#)
[Garland Youth Council](#)
[Georgetown Youth Advisory Board](#)
[Grand Prairie Youth Council](#)
[Hondo Youth Advisory Council](#)
[Houston Mayor's Youth Council](#)
[Irving Youth Council](#)
[Kennedale Youth Advisory Council](#)
[Killeen Youth Advisory Commission](#)
[Kyle Area Youth Advisory Council](#)
[Lake Jackson Youth Advisory Commission](#)
[Lancaster Youth Advisory Committee](#)
[Lewisville Youth Action Council](#)
[Missouri City Mayor's Youth Commission](#)
[North Richland Hills Youth Advisory Committee](#)
[Pearland Youth Action Council](#)
[Pecos Youth Advisory Council](#)
[Pflugerville Youth Advisory Council](#)
[Port Arthur Youth Advisory Council](#)

[Rockwall Youth Advisory Council](#)

[Rowlett Youth Advisory Council](#)

[Saginaw Mayor's Youth Advisory
Council](#)

[San Antonio Youth Commission](#)

[San Marcos Youth Commission](#)

[Sugar Land Mayor's Youth Advisory Council](#)

[University Park Youth Advisory Commission](#)

[Waco Youth Council](#)

[Watauga Youth Advisory Council](#)

[National League of Cities Youth Education and Families](#)

For more information about YACs and the YAC Summit, contact Jacqueline Redin (jredin@tml.org, 512-231-7480) or Rachael Pitts (rpitts@tml.org, 512-231-7472).

YOUR ATTITUDE DETERMINES YOUR ALTITUDE

2022 Texas Youth Advisory Commission Summit

By Yalondra M. Valderrama-Santana, Recreation Coordinator, City of Killeen



The 2022 Texas Youth Advisory Commission (YAC) Summit was hosted by the Killeen YAC on February 5-6 at the Killeen Civic and Conference Center. The YAC Summit is a two-day statewide event hosted by a different Texas city each year and sponsored by the Texas Municipal League (TML). This event provides Texas youth groups the opportunity to attend a youth-lead Summit and participate in leadership training, networking, teambuilding, and more.

The Killeen YAC was the first youth advisory commission created in Texas. It was founded in 1993 by Killeen Mayor Raúl Villaronga and originally had 11 commissioner positions. This year, the Killeen YAC has 37 commissioner positions available as well as an unlimited number of resource member positions and unlimited number of Junior YAC members. This program is available for Killeen residents and

Killeen Independent School District students from grades 4 through 12.

The Killeen YAC's mission is to provide community youth with opportunities – through volunteerism and service – that are directed toward effective change. YAC members uphold the mission by creating events and activities that engage local youth. Some of the activities include teen talks, beautification projects, leadership development trainings, adaptive activities, community development, youth conference, and teambuilding exercises.

The 2022 YAC Summit's theme was "Your Attitude Determines Your Altitude." Killeen YAC members spent over a year planning this event to welcome more than 100 Texas teens from various youth councils, their adult liaisons,



and other city officials. Two days before the event, recreation services staff had to adjust the Summit schedule and timeline due to Winter Storm Landon. Killeen recreation services staff were determined to hold the Summit and not cancel. Staff reworked the timeline of the event, coordinated with presenters and guest speakers, and laid out a plan that they believed would still meet the Summit objective. Killeen staff and YAC members arrived at 5:00 a.m. on February 5 to set-up the main reception area, the classrooms, and ballroom. The team worked together and were ready to welcome attendees when they arrived later that morning

The Summit welcomed many influential leaders such as the author of *Thrive U* and former University of Missouri quarterback Alex Demczak and Sergeant First Class (retired) Dana Bowman from the United States Army's elite parachute team, the Golden Knights. The Summit goal was to encourage youth to keep working hard to achieve their dreams despite adversities.

The Killeen YAC planning committee wanted to create an out-of-this-world experience for attendees. To create this experience, each attendee was assigned to a team where they worked together to pass all of the Astronaut Training



Check Points. Each team collected stamps by participating in workshops and different activities. There was a total of five workshops: My Aliens, Krypto Kurrency, Mission Control, Rocket Science, and Interstellar. The My Aliens workshop focused on personal identity and how to see beyond stereotypes. The Krypto Kurrency workshop concentrated on how money works with a deep dive in three areas: rule of 72, credit and investing, and sample budgeting. The Mission Control workshop included how to create effective teambuilding activities to make teams stronger. The Rocket Science workshop focused on using personal resources and how to think outside the box to be successful. Finally, the Interstellar workshop discussed how to communicate with each other, have conversations with strangers, be persuasive, and use different communication techniques.

As part of the Summit, an evening social took place at the Altitude Trampoline Park for the attendees to mingle in a more relaxed setting. During the social event, the Killeen YAC scheduled teambuilding games such as dodgeball, bounce battles, and trampoline whispers.

The Summit was not just a great experience for the youth, but for the adult liaisons as well. The liaisons had their own workshop where they were able to discuss the challenges they were facing with their YAC programs. Some of the challenges mentioned were recruitment, engagement, communication, and financial resources. The group discussed strategies to increase recruitment numbers such as partnering with school districts, more social media engagement, and finding ways to better tell the YAC story to attract new members.

Engagement and communication go hand-in-hand. As the adult liaison, sometimes it can be difficult to connect with a variety of teens. Trying to keep up with pop-culture and areas of interest for today's teens is a key factor to communicate and engage with them. For each YAC, the financial aspect is different. Some YAC programs are funded by their cities, non-profits, and grants, while programs lacking funding rely on fundraising, sponsors, and donations. During the finance resourcing discussion, everyone learned about the various grants and programs that YACs can apply for and how to gain financial support from their governments and youth-oriented programs. This adult discussion gave attendees a better understanding of YACs from around the State.

This year's Summit was an unforgettable experience for both the Killeen YAC and attendees due to the life-long friendships made and lessons learned from one another.

The Killeen YAC and Killeen Recreation Services Department are grateful to all of the volunteers, staff, TML personnel, and everyone who helped to make the 2022 YAC Summit an unforgettable experience. In addition, Killeen wants to give a special thanks to the event sponsors for their contributions: Walmart, H-E-B, Chick-fil-A, University of North Texas, Cameron Park Zoo, In-N-Out Burger, Claire's, and Raising Cane's Chicken. ★



A WEEKEND IN DALLAS: THE 2023 TEXAS YOUTH ADVISORY COMMISSION SUMMIT

By **Ricardo Corpus**, Chairman, Dallas Youth Commission

Friday, February 3, marked the start of the 2023 Texas Youth Advisory Commission (YAC) Summit that took place in Dallas. The YAC Summit is an annual, weekend-long event sponsored by the Texas Municipal League and hosted by a city and its youth commission. The Summit is for Texas cities to share their YAC program's experiences and the positive impact the programs have had locally. It also serves as an opportunity for youth participants to network and exchange ideas regarding projects, engagement, local policy, and anything that might encompass the work that YACs engage in within their respective cities.

The Dallas Youth Commission was tasked with organizing this year's Summit. Our main goal was to equip youth participants with practical tools and skills to use back in their hometowns, ensuring their council's success and increasing their overall influence. We figured the best way to accomplish this goal was to create workshops that addressed a particular skill or tool essential to the success of youth commissions. Workshops were created, led, and organized entirely by the Dallas Youth Commission. In each room, three to four Dallas youth commissioners facilitated the activities, short lessons, and speakers.

The workshops that were available to attendees included:

Branding and Outreach Workshop: Attendees learned from marketing and communication specialists about the importance of branding and outreach for their youth commissions. They acquired the necessary skills to develop a good brand, maximize outreach to teens in their community, and engage teens through social media platforms by keeping up with the newest trends. Additionally, attendees had the opportunity to practice creating a marketing campaign for an initiative of their choice by using tools such as Canva to create flyers and media posts.

Professionalism Workshop: Attendees had the opportunity to learn about professionalism and how it applies to teens and youth commissions. Workshop speakers, who included career advisers from top Texas universities, taught youth attendees about important factors of professionalism such as attire, communication, and digital footprints. Additionally, participants were able to create and practice their own "elevator speeches" which is an excellent way to pitch themselves to future employers or collaborators.



Civil Discourse Workshop: In this workshop, attendees participated in several activities including a communication-based argumentative task and a game that emphasized the importance of clear speaking and effective listening. The workshop aimed to share tips on successful discourse and enhance participants' abilities to communicate and listen.

Initiative Development Workshop: Attendees were given an issue and tasked with creating a hypothetical initiative to overcome the problem. There were restrictions and obstacles added to the exercise to simulate challenges that they might encounter in real life when creating a similar initiative in their own hometowns. This workshop ended up being the favorite for the youth who attended the Summit.

Although these workshops were all different, they carried the same goal of teaching participants valuable skills to take back to their towns. These workshops were the 'meat' of the YAC Summit, but of course, we wanted attendees to be as entertained as engaged, which is why there were a variety of activities.

The Dallas Youth Commission hosted a welcome dinner to formally begin the YAC Summit on Friday, February 3, and elected officials from the City of Dallas stopped by to wish everyone well during their time in Dallas. After the dinner, a mixer took place which served as an overarching icebreaker and allowed youth participants to connect in a more personal and fun manner, anticipating the professional work they would be engaged in over the next two days. The Saturday general session included a warm welcome from the Dallas Youth Commission which was followed by

a competition between YACs to create skits that related to the workshop topics. The goal of the skits was to wake participants up and jump start their critical thinking for the activities and discussions within the workshops. The social event at Bowl Games was another opportunity for attendees to socialize in a more relaxed setting. After the final workshop, everyone attended the closing session where participants were given the stage to present on their youth commissions. Afterwards, the winners of the Initiative Development Workshop were announced, a Kahoot! game was played to demonstrate what attendees learned, and everyone went on stage to take a big group photo to close out the Summit.

The Dallas Youth Commission is extremely grateful for the opportunity to plan such an incredible event. From the mixer to workshops to the closing session, every minute of this Summit was one to remember. We hope the youth who attended were able to use the activities and lessons presented to improve the impact of their youth council in their local communities. ★



2024 Texas Youth Advisory Commission Summit

By **Tamara Miller, M.S.**, Human Resources Training and Equity Manager, City of Lewisville

The Annual Texas Youth Advisory Commission (YAC) Summit is a two-day statewide event sponsored by the Texas Municipal League (TML). This year's Summit was hosted by the City of Lewisville and its Youth Action Council on February 2-4. The mission of the YAC Summit is to educate, inspire, and empower as well as promote a fun environment for youth and city leaders to learn from and work with each other.

The Lewisville Youth Action Council (LYAC) is made up of exceptional young service leaders that advise the city council on youth-related issues; assist with special projects and events; and research, assess, and evaluate existing youth and community programs. They also help design and plan new youth events and activities to encourage youth involvement in the community; serve as ambassadors for their peers; and inspire other young people by completing service projects and sharing their stories.

Each year, the LYAC learns about City of Lewisville operations

and youth involvement in the community. The group also works on a community service project. Past projects have included creating a little food pantry and planting trees. This year, the group was presented with the opportunity to host the annual YAC Summit which is hosted by a different Texas city each year. The LYAC gladly accepted the challenge of hosting the summit for the first time in Lewisville.

The LYAC, with their advisors and support from TML, worked together for months organizing the Summit. The goal was to plan an educational and motivational event with a fun environment so that attendees left telling others about the great experience they had in Lewisville. The group collaborated on all Summit details including the programming, activities, and speakers.

The event started with a Friday night social at iCompete Experience in Lewisville. iCompete Experience is a fully immersive "active sports eatertainment" concept that is a convergence of e-sports, augmented reality, simulation,



and immersive technology. The summit attendees enjoyed augmented reality golf, batting cage simulators, digitally-scored darts, axe-throwing, and immersive-tech billiards. They also enjoyed a taco bar and desserts catered by the venue.

The main program kicked off Saturday with breakfast and a welcome by the LYAC. The group was also greeted by Lewisville Mayor TJ Gilmore. The keynote presentation was presented by Cameron Dockery, youth motivational speaker and a former LYAC member. Cameron gave a motivational presentation about Standing on Business. This presentation included inspiration, audience interaction, and practical application. Cameron engaged the audience from the perspective of a young adult, but also as a former youth action council member and how his experience played a vital role in his growth and development.

Michael Ford, a youth motivational speaker, presented the general session on public speaking. In this session, attendees learned the basics of public speaking and how to become a more confident public speaker. Michael talked about his own personal experiences to demonstrate public speaking and to connect with the audience.

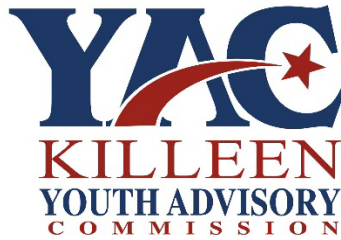
The first workshop was presented by Mary Jacoby from Denton Area Credit Union on the topic "Money Basics for Teens." This workshop was designed to answer questions that included: Do I need a checking account? How are debit and credit cards different? What's a credit score? Mary helped facilitate this session to answer these questions

and helped teens become more money-wise. The next workshop was focused on networking. Southern Methodist University Law Student Madison Lopez Green presented this session. It was filled with tips on networking, interacting, and engaging with others to make connections and build relationships.

The LYAC also built time into the program for each Texas youth group to present updates on projects and initiatives. This session gave the groups an opportunity to share their experiences of their programs and the positive impact the programs have had locally. The program concluded with a highly interactive networking game led by the Boys & Girls Club of Denton County. The Boys & Girls Club supported the Summit throughout the day by creating a club inside the conference hotel that included arts and crafts, video games, and creative spaces. Saturday night concluded with a social at Thrive Recreational Center. Attendees enjoyed indoor swimming, games, arts and crafts, interactive photo booth, and a barbeque food truck.

The Summit wrapped up Sunday with a group activity led by the LYAC and their advisors, a video presentation created by LYAC member Joshua Chon, and many photo ops. It took a lot of hard work and collaboration, but the LYAC created a unique, fun, educational, and motivational experience for all attendees! ★





The City of Killeen Youth Advisory Commission (YAC) was founded in 1993 by Mayor Raul Villaronga to give a voice to the youth of Killeen. YAC was created to serve as a liaison to the Killeen City Council. It exists to assist in minimizing community problems relating to youth, while encouraging positive growth and development. YAC participates in social, cultural, and recreational activities that are meant to empower them in a drug and alcohol-free environment. YAC is open for students from 8th to 12th grade.

Within YAC there are other sub-committees that incorporate younger students such as Junior YAC (JYAC). JYAC is a sub-committee within YAC for students in grades 4th to 7th. JYAC serve as a mentoring program for the younger generation and supports YAC with its mission to serve as youth representative in our community.

Our Mission

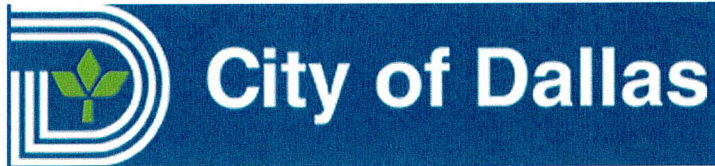
To provide the youth of our community opportunities through volunteerism and service, by taking initiatives that are directed toward effective change.

YAC Membership

YAC membership is composed of Killeen youth grades 4th through 12th in the Killeen Independent School District (KISD), Home School, and/or Killeen Residents. Within YAC there are different levels of membership:

- **JYAC**
 - **Youngest members, grades 4th to 7th. The JYAC's Chairs are Commissioners who mentor the JYAC and help them prepare for their future with within YAC.**
- **YAC Resource Member**

- Members range from 8th to 12th grade. The resource members support and help YAC Commissioners to achieve YAC's goals and uphold the YAC mission.
- **YAC Commissioners**
 - Members range from 8th to 12th grade and are elected by City Council to represent the City of Killeen youth. Commissioners are the only members allowed to vote and their main purpose is to represent resource members, JYAC members and the youth of Killeen. YAC has 37 commissioners positions.
 - YAC Commissioners interviews are held in September.
- **YAC Officers**
 - Members range from 8th to 12th grade and are elected by Commissioners to hold one of the 4 Officers positions. The Officers positions are: Chair, Vice-Chair, Secretary & Treasurer.



ABOUT THE YOUTH COMMISSION (YOC)

The Commission is a group of 15 civically engaged and diverse youth located in the City of Dallas. The commission shall act as an advisory body to the City Manager and the City Council. Originally founded in 1994, the Youth Commission provides a much-needed voice for students here in Dallas with the purpose to address and advocate for issues and bring impactful change to the community.

Mission

To inspire Dallas youth to become lifelong leaders actively engaged in civic affairs, public policy, and advocacy.

Purpose

To encourage the Dallas youth to become effective and dedicated leaders in the future.

Duties

- Advise the city council and city manager on issues impacting the city;
- Assist the city in identifying programs that are needed in the community; and
- Perform such other duties assigned by the City council or City manager.

City of Lewisville Youth Action Council

Description and Purpose:

Exceptional Lewisville teens will serve on the City of Lewisville's Youth Action Council. As part of the Council, these young service leaders advise Council on youth-related issues; assist with special projects and events; research, assess and evaluate existing youth and community programs; design and plan new youth events and activities to encourage youth involvement in the community; serve as ambassadors for, and inspire other young people by completing service projects and sharing their stories.

Benefits:

- Advise while learning about approaches for engaging youth in community service.
- Partner with like-minded youth with unique perspectives.
- Act as a youth service ambassador in Lewisville by participating in and doing outreach around teen initiatives.
- Work with government and business leaders in Economic Development to develop skills needed for entrepreneurial initiatives.

Responsibilities:

- Participate in monthly meetings during the 9-month term (September 2024 - May 2025). (*Can miss no more than three meetings.*)
- Inspire other young people to get involved in the community!

Eligibility:

- Demonstrate leadership in school and/or community activities
- Express an interest in learning more about their community
- Be a resident of Lewisville
- Be open-minded and willing to work with their peers
- Be a high school student in grades 10-12 (Age 15-18 as of September 1, 2024) and submit the application by **August 1, 2024.**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

On November 1, 2023, the City Council adopted and approved Ordinance No. 724, which set compensation for the Mayor and Members of the City Council. Amending the ordinance will incorporate procedures and forms for receiving compensation and allow current and future governing body members to opt out of receiving compensation.

On May 1, 2024, the City Council gave direction to staff to proceed with an amended ordinance.

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

- Ordinance No. 745 with Exhibits
- Ordinance No. 745 redline

STAFF RECOMMENDATION:

The city staff recommends 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.

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

ORDINANCE NO. _____

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 SETTING 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.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule municipality; and

WHEREAS, Texas Local Government Code, Section 141.004 authorizes the City Council of the City of Manor, Texas (the “City Council”) to set the amount of compensation for each officer of the City using a tier-based structure; and

WHEREAS, the Mayor and City Council have reviewed and considered the terms and conditions under which they receive compensation and have determined that compensation for the Mayor and members of the City Council should be set due to the increased scope of duties and responsibilities of a legislative body working in a dynamic, growing and increasingly complex environment;

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. Compensation. Section 1.04.003 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 1.04.003 – Compensation.

The City Council hereby establishes a tier-based structure of compensation for the Mayor and members of the City Council as follows:

(1) The Mayor shall be compensated at a minimum the amount of \$875.00 per month and up to a maximum amount of \$3,500.00 per month in accordance with the tier-structure as more particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth; and each of the other members of the City Council shall be compensated at a minimum the amount of \$625 per month and up to a maximum amount of \$2,500.00 per month in accordance with the tier-structure as more

ORDINANCE NO. 724

particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth.

(2) The Mayor and members of the City Council shall receive compensation and have federal income tax withheld on the same basis as all other City of Manor, Texas employees.

(3) Compensation shall be received beginning with the month of October 2023.

(4) Within sixty days of taking office, each Councilmember shall submit to the City Secretary a completed City Council Compensation Plan using a form provided by the City that is substantially similar to that set forth in Exhibit B, in which the City Councilmember elects the compensation tier that they intend to meet. Each month on or before the report-submission deadline, each City Councilmember shall submit to the City Secretary a completed City Council Monthly Report using a form provided by the City that is substantially similar to that set forth in Exhibit C. The City Secretary shall establish a monthly report-submission deadline and shall provide the deadlines to the City Council. City Council Monthly Reports must be submitted by the deadline, or compensation for the prior month will be forfeited.

(5) The City Manager shall cause the Monthly Reports to be reviewed and payment issued to Councilmembers in the amounts authorized by this Ordinance. Notwithstanding the tier elected in the Compensation Plan, City Councilmembers shall be compensated each month the amount for the tier for which they qualified based on Exhibit A and the activities and attendance reported in the Monthly Report. Councilmembers agree to only include in the Monthly Report attendance at events where the Councilmember is attending on behalf of the City and not another entity in order to receive compensation for that attendance. In the event that a Councilmember disagrees with a determination of the compensation amount, the City Councilmember shall request the determination be reviewed by the City Council by submitting a written request for Council review within ten (10) days of the receipt of the disputed compensation.

(6) A City Councilmember may elect to decline to receive compensation by making the election on the Compensation Plan form. The City Councilmember may elect to reinstate compensation by submitting an updated completed Compensation Plan to the City Secretary. The City Councilmember shall begin to receive compensation for the month following the month in which the updated Compensation Plan is submitted. The City Councilmember will not be entitled to payment for the months in which the election to decline compensation is in effect.

(7) The City Manager is authorized to make modifications to the forms set forth in Exhibit B and Exhibit C that are consistent with this Ordinance.

SECTION 3. Funding. The funding for items in Section 2. above shall be provided from the Administration Salaries line item of the City’s budget for fiscal year 2023-24 until such time as the budget for fiscal year 2023-24 is formally amended by a duly passed budget amendment.

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

ORDINANCE NO. 724

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 replaces Ordinance No. 724.

SECTION 5. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all requirements ~~violations~~ of the provisions of any ordinances affecting ~~subdivision~~ council compensation within the City which have accrued at the time of the effective date of this ordinance; ~~and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.~~

SECTION 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. 724

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PASSED AND APPROVED on this ___ day of ~~May~~June~~November~~ 20243.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A
City Council Compensation Tiers

<u>Tier</u>	<u>Mayor</u>	<u>City Council</u>	<u>Meeting Criteria and Compensation Guidelines</u>
<u>I</u>	<u>\$875</u>	<u>\$625</u>	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) Other: Community Meetings and Events
<u>II</u>	<u>\$875</u>	<u>\$625</u>	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 -)
<u>III</u>	<u>\$875</u>	<u>\$625</u>	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
<u>IV</u>	<u>\$875</u>	<u>\$625</u>	*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 TML Region – 10 Board Member 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
<u>Total</u>	<u>\$3,500</u>	<u>\$2,500</u>	

ORDINANCE NO. 724

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Exhibit B
City Council Compensation Plan

Manor City Council Compensation Plan

Fiscal Year

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

Tier	Mayor	City Council	Meeting Criteria and Compensation Guidelines
I	\$875	\$625	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	\$875	\$625	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of <u>46</u> meetings per year, and provide meeting notes/reports to the City Council <u>on the second regular council meeting of the month</u> (Quarterly- <u>October, January, April, July -</u>)
			*Request budget funding as necessary
III	\$875	\$625	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 <u>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 and earn at least 8-16 TML credit hours.</u>
IV	\$875	\$625	TML Region - 10 <u>Involvement Board Member</u> , State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council

			*Active attendance and participation and <u>providing</u> provide an update to City Council is a requirement
Total	\$3,500	\$2,500	

Committee Commitments

Committee Name	Description	Meeting Schedule

- Meeting schedule should list ~~id~~whether the committee meets monthly or bi-monthly, days, time, in-person, hybrid, or virtual meetings
- Meeting Notes and Reports should be archived in Microsoft Teams
- Agenda and Summary Minutes must be submitted to the City Secretary to archive
- As appropriate, each committee should solicit or utilize relevant and recent community input data and host a forum, virtual meet, Town Hall, etc.
- ~~Committee Budget Requests Due first Monday in August (annually)~~
- Quarterly Reports Due: The second regular council meeting of the month (October, January, April, July)
- All committee ~~action-recommendations~~ requires-require City Council approval
- Committee Chair is indicated with “ * ”

Government & Community Engagement

Individual/Group	Purpose	Frequency
HOA:		
County:		
State:		
ESD:		
EMS:		
US:		
Other:		

Personal Community Engagement Events

Event Type	Purpose	Date	Frequency

Texas Municipal League Participation

Event	Purpose of Event	Date

- [TML Region 10](#)
- [TML Leadership Academy](#)
- [TML Training Sessions](#)
- [TML Conference](#)

Regional Leadership Opportunities

Committee	Purpose	Meeting Frequency

Agreement

I _____, plan to meet at least the minimum expectations of Tier _____ Level of work during the fiscal year _____. I understand that compensation is based on meeting the attendance policy and the base level(s) expectations. I agree that failure to meet the expectations could result in loss of compensation or more. City Council will determine any such rulings, as well as determine if any waivers/exceptions or exemptions are necessary. All plans must be approved by a majority City Council vote. [I further understand that I must submit this report monthly by the report-submission deadline provided by the City Secretary. I agree that failure to submit a monthly report by the deadline will result in forfeiture of my compensation for the prior month.](#)

Name: _____ Date: _____

Signature: _____

Form to Decline Council Compensation

By signing below, I hereby elect to decline compensation from the City for my services as a Councilmember as authorized by Ordinance No. _____ . I understand that I am still eligible to have my reasonable and authorized expenses reimbursed.

I understand that Texas law prohibits persons from holding more than one paid public office, and that I will not be able to hold another paid public office by declining Council compensation.

I further understand that I may revoke my election to decline compensation by submitting a completed City Council Compensation Plan to the City Secretary, and that compensation will begin for the month following the month in which the updated Compensation Plan is submitted. I acknowledge that I will not be entitled to payment for the months in which the election to decline compensation is in effect.

Name: _____ Date: _____

Signature: _____

ORDINANCE NO. 724

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Exhibit C
City Council Monthly Report

Manor City Council Monthly Report

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

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 <u>46</u> meetings per year, and provide meeting notes/reports to the City Council <u>on the second regular council meeting of the month</u> (Quarterly <u>October, January, April, July</u>)
	<u>*Request budget funding as necessary</u>
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
	<u>*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 and earn at least 8-16 TML credit hours per year</u>
IV	TML Region - 10 <u>Involvement Board Member</u> , State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	<u>*Active attendance and participation and provide-providing an update to City Council is a requirement</u>

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

Other Meetings/City Council Workshops

Type of Meeting	Date	Description

Other

Type	Date	Description

- 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 6 meetings per year, and provide meeting notes/reports to the City Council <u>on the second regular council meeting of the month</u> (Quarterly - <u>October, January, April, July</u>)
	* <u>Request budget funding as necessary</u>

Committee Meetings (minimum of 2 and Chair of 1)

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

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, <u>and earn at least 8-16 TML credit hours per year and earn at least 8-16 TML credit hours</u>

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2 [per year](#))

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

[Other Texas Municipal League \(TML\)](#)

Type	Date	Description	Hours

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

TIER 4

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

Regional Meetings

Group Name	Date	Description	<u>Hours</u>

Other

Type of Meeting	Date	Description

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

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.

WHEREAS, the City of Manor, Texas (the “City”) is a home-rule municipality; and

WHEREAS, Texas Local Government Code, Section 141.004 authorizes the City Council of the City of Manor, Texas (the “City Council”) to set the amount of compensation for each officer of the City using a tier-based structure; and

WHEREAS, the Mayor and City Council have reviewed and considered the terms and conditions under which they receive compensation and have determined that compensation for the Mayor and members of the City Council should be set due to the increased scope of duties and responsibilities of a legislative body working in a dynamic, growing and increasingly complex environment;

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. Compensation. Section 1.04.003 of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 1.04.003 – Compensation.

The City Council hereby establishes a tier-based structure of compensation for the Mayor and members of the City Council as follows:

(1) The Mayor shall be compensated at a minimum the amount of \$875.00 per month and up to a maximum amount of \$3,500.00 per month in accordance with the tier-structure as more particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth; and each of the other members of the City Council shall be compensated at a minimum the amount of \$625 per month and up to a maximum amount of \$2,500.00 per month in accordance with the tier-structure as more

ORDINANCE NO. 745

Page 2

particularly described in Exhibit A, attached hereto and made a part hereof as if fully set forth.

(2) The Mayor and members of the City Council shall receive compensation and have federal income tax withheld on the same basis as all other City of Manor, Texas employees.

(3) Compensation shall be received beginning with the month of October 2023.

(4) Within sixty days of taking office, each Councilmember shall submit to the City Secretary a completed City Council Compensation Plan using a form provided by the City that is substantially similar to that set forth in Exhibit B, in which the City Councilmember elects the compensation tier that they intend to meet. Each month on or before the report-submission deadline, each City Councilmember shall submit to the City Secretary a completed City Council Monthly Report using a form provided by the City that is substantially similar to that set forth in Exhibit C. The City Secretary shall establish a monthly report-submission deadline and shall provide the deadlines to the City Council. City Council Monthly Reports must be submitted by the deadline, or compensation for the prior month will be forfeited.

(5) The City Manager shall cause the Monthly Reports to be reviewed and payment issued to Councilmembers in the amounts authorized by this Ordinance. Notwithstanding the tier elected in the Compensation Plan, City Councilmembers shall be compensated each month the amount for the tier for which they qualified based on Exhibit A and the activities and attendance reported in the Monthly Report. Councilmembers agree to only include in the Monthly Report attendance at events where the Councilmember is attending on behalf of the City and not another entity in order to receive compensation for that attendance. In the event that a Councilmember disagrees with a determination of the compensation amount, the City Councilmember shall request the determination be reviewed by the City Council by submitting a written request for Council review within ten (10) days of the receipt of the disputed compensation.

(6) A City Councilmember may elect to decline to receive compensation by making the election on the Compensation Plan form. The City Councilmember may elect to reinstate compensation by submitting an updated completed Compensation Plan to the City Secretary. The City Councilmember shall begin to receive compensation for the month following the month in which the updated Compensation Plan is submitted. The City Councilmember will not be entitled to payment for the months in which the election to decline compensation is in effect.

(7) The City Manager is authorized to make modifications to the forms set forth in Exhibit B and Exhibit C that are consistent with this Ordinance.

SECTION 3. Funding. The funding for items in Section 2. above shall be provided from the Administration Salaries line item of the City's budget for fiscal year 2023-24 until such time as the budget for fiscal year 2023-24 is formally amended by a duly passed budget amendment.

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 replaces Ordinance No. 724.

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. 745

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PASSED AND APPROVED on this ____ day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

**EXHIBIT A
City Council Compensation Tiers**

Tier	Mayor	City Council	Meeting Criteria and Compensation Guidelines
I	\$875	\$625	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) Other: Community Meetings and Events
II	\$875	\$625	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	\$875	\$625	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
IV	\$875	\$625	*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 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
Total	\$3,500	\$2,500	

Exhibit B
City Council Compensation Plan

Manor City Council Compensation Plan Fiscal Year _____

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

Tier	Mayor	City Council	Meeting Criteria and Compensation Guidelines
I	\$875	\$625	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	\$875	\$625	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	\$875	\$625	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	\$875	\$625	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
Total	\$3,500	\$2,500	

Committee Commitments

Committee Name	Description	Meeting Schedule

- Meeting schedule should list whether the committee meets monthly or bi-monthly, days, time, in-person, hybrid, or virtual meetings
- Meeting Notes and Reports should be archived in Microsoft Teams
- Agenda and Summary Minutes must be submitted to the City Secretary to archive
- As appropriate, each committee should solicit or utilize relevant and recent community input data and host a forum, virtual meet, Town Hall, etc.
- Quarterly Reports Due: The second regular council meeting of the month (October, January, April, July)
- All committee recommendations require City Council approval
- Committee Chair is indicated with “ * ”

Government & Community Engagement

Individual/Group	Purpose	Frequency
HOA:		
County:		
State:		
ESD:		
EMS:		
US:		
Other:		

Personal Community Engagement Events

Event Type	Purpose	Date	Frequency

Texas Municipal League Participation

Event	Purpose of Event	Date

- TML Region 10
- TML Leadership Academy
- TML Training Sessions
- TML Conference

Regional Leadership Opportunities

Committee	Purpose	Meeting Frequency

Agreement

I _____, plan to meet at least the minimum expectations of Tier _____ Level of work during the fiscal year _____. I understand that compensation is based on meeting the attendance policy and the base level(s) expectations. I agree that failure to meet the expectations could result in loss of compensation or more. City Council will determine any such rulings, as well as determine if any waivers/exceptions or exemptions are necessary. All plans must be approved by a majority City Council vote. I further understand that I must submit this report monthly by the report-submission deadline provided by the City Secretary. I agree that failure to submit a monthly report by the deadline will result in forfeiture of my compensation for the prior month.

Name: _____ Date: _____

Signature: _____

Form to Decline Council Compensation

By signing below, I hereby elect to decline compensation from the City for my services as a Councilmember as authorized by Ordinance No. 745. I understand that I am still eligible to have my reasonable and authorized expenses reimbursed.

I understand that Texas law prohibits persons from holding more than one paid public office, and that I will not be able to hold another paid public office by declining Council compensation.

I further understand that I may revoke my election to decline compensation by submitting a completed City Council Compensation Plan to the City Secretary, and that compensation will begin for the month following the month in which the updated Compensation Plan is submitted. I acknowledge that I will not be entitled to payment for the months in which the election to decline compensation is in effect.

Name: _____ Date: _____

Signature: _____

ORDINANCE NO. 745

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Exhibit C
City Council Monthly Report

Manor City Council Monthly Report

Name: _____ Place/Position _____

Start Date: _____ End Date: _____

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

City Council Workshops

Type of Meeting	Date	Description

Other

Type	Date	Description

- 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

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:		
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.

TIER 4

Tier	Meeting Criteria and Compensation Guidelines
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

Regional Meetings

Group Name	Date	Description	Hours

Other

Type of Meeting	Date	Description

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

This development agreement is for the Dominion apartments that are planned on Tower Road near the intersection with Suncrest. This development is partnering with the city's Public Facilities Corporation to bring affordable units into their project.

The development agreement includes provisions for concurrent subdivision review, building and development standards, modified parking requirements, traffic improvements, and utility extensions.

The modified building and development standards include: 40% façade masonry (stone, brick, stucco), architectural and outdoor lighting requirements, and open space enhancements that include a fountain and minimum 6' concrete path surrounding the pond in the development.

The agreement also provides for TxDOT and Travis County traffic improvements including: a traffic signal at Suncrest and FM 973 (subject to TxDOT approval), reconfiguration of the Suncrest/Tower Road intersection, adding a turn lane on Tower Road into the development, and resolving the drainage issues on Tower Road at the property's driveway.

Also, the agreement provided for a minimum number of water and wastewater LUEs as the development is transferring from Manville WSC to the city's water and they're upgrading and extending a city sewer line to the property.

In Exhibit C, the code modifications requested include:

1. Reducing the parking ratio to 1.8 per unit
 - a. Code requirement: 1 ½ spaces for 1 bedroom, 2 spaces for 2 bedroom, 2 ½ spaces for 3+ bedroom, plus additional 10% of total number of spaces for guests. Current unit breakdown is 78 2-bedroom, 180 3-bedroom, and 66 4-bedroom. With 10% guest parking, code requires 707 parking spaces. Reducing to 1.8 spaces/units provides 584 parking spaces, or 123 fewer than code.
2. Pitched roofs with 5:12 slope are permitted
 - a. Code has a minimum of 6:12

- 3. Buildings’ primary façades don’t have to face the public ROW
 - a. Code requires all buildings containing ground floor or second story residential dwelling units, located along the perimeter of the development and/or adjacent to public right-of-way, shall have the primary facade front and face the public right-of-way.
- 4. Bufferyard on the northern property boundary is reduced to 10’
 - a. Code requires a minimum 25’ bufferyard
- 5. Uncovered, surface parking is permitted along the perimeter of the property without single-story garages; existing non-protected or non-heritage trees within the bufferyard can be removed, and concrete panel fencing meets the bufferyard wall screening requirement for the west, north, and east property boundaries.
 - a. Code requires if there is surface parking between the primary structure and an adjoining residential use, that single-story garages be added (in addition to bufferyard screening) to separate and screen the multi-family use from the adjacent non-multi-family use.
 - b. Code requires any established vegetation in a bufferyard area, regardless of species, to be preserved
 - c. Code requires for bufferyard fencing that it be masonry, of which concrete panel fencing or Fenecrete is acceptable and this code modification is just affirming that
- 6. No maintenance access drives are required around the detention pond(s)
 - a. Not a city requirement but the developer requested to affirm it is not required

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Yes – partnering with city’s PFC
PRESENTATION: No
ATTACHMENTS: Yes

- Development Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Development Agreement Development Agreement Establishing Development Standards for Tower Road Apartments Development.

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

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR TOWER ROAD APARTMENTS DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Tower Road Apartments Development (the "Agreement") is made and entered into, effective as of the ___ day of June, 2024, by and between the **City of Manor, Texas**, a Texas home rule municipal corporation (the "City"), and **Manor Leased Housing Associates I, Limited Partnership**, a Texas limited partnership (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 15.4217-acre tract located in Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and plans to develop the Property as a multifamily project as conceptually shown in **Exhibit B** (the "Development"). The Developer desires that the City be able to enforce the development standards set forth herein through its building permit, inspection, and certificate of occupancy processes by this Agreement, given that Texas Government Code Section 3000.002 et seq, limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developer desires that the City allow for the concurrent review of the plats and plans submitted for the Development. Further, the Parties are entering into this Agreement to agree to permitted modifications to the Code of Ordinances City of Manor, Texas (the "City Code").
- (b) The Developer will benefit from a concurrent review of the plats and plans for the Development, and from the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City. Without the agreements herein the Development would not be financially feasible and therefore would not provide high quality, affordable housing to meet the needs within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate on the earlier of (i) ten (10) years from the Effective Date or (ii) the issuance of the final certificate of occupancy for the final structure in the Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon

the date above first written until the termination date, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement, subject to the notice and cure provisions in Section 7 herein.

Section 3. Development Standards

- (a) **Multi-Family Development Requirements.** The exterior wall standards set forth in this section shall apply to the multi-family structures located on the Property. A minimum of forty percent (40%) of the overall exterior façade (calculated excluding all exterior doors and windows) of each multi-family structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director for the City, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work.
- (b) **Architectural Requirement.** The architectural standards set forth in the City Code, Section 14.02.064 (Multi-family and Mixed Use) shall apply to the Property.
- (c) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City Code, Article 15.05 shall apply to the Property.
- (d) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3(a) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Regulations, as herein defined, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure. The City shall concurrently review the site development permit and building permit. Further, any traffic related permitting that is done through Travis County, Texas, will not prevent the City from issuing a site development permit or building permit with respect to the Development.
- (e) **Timing of Platting.** The Developer 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 Developer and/or its authorized representative with written 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 City governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals by the applicable City governing body must follow the sequence set forth in the City's ordinances and subdivision regulations.

(f) Code Modifications.

1. The City Code, ordinances, rules and regulations governing subdivision, land use, site development, and building and utility construction shall apply to the Property that are in effect on the Effective Date, as modified by the code modifications attached hereto as **Exhibit C (the “Code Modifications”)**, with amendments to such regulations applicable to the Property under Chapter 245, Texas Local Government Code and as provided herein.
2. Notwithstanding Section 2(a), the approved Code Modifications in **Exhibit C** shall survive any termination of this Agreement, and, to the extent necessary, shall continue to be applicable to the Development after any subsequent amendments of the City Code. Additionally, the approved Code Modifications in **Exhibit C** shall run with the land. In addition, in the event of casualty, loss or condemnation of all or a part of the Development or Property, the Developer or its successors and assigns shall, to the extent practicable and financially feasible, be permitted to rebuild all or part of the Development with the same multifamily unit count and pursuant to the Applicable Regulations (as defined herein), the Development Standards as set forth in this Section and the Code Modifications as set forth in **Exhibit C**.

(g) Roadway Improvements.

1. The Developer shall (i) Subject to TxDOT approval, install a traffic signal at the northern intersection of Suncrest Road and FM 973. City agrees that: (1) In the event TxDOT does not approve the installation of the traffic signal, approval of Developer’s applications for City site development and building permits shall not be delayed or withheld, and (2) City shall not delay approval of Developer’s applications for City site development and building permits for the development of the Property while Developer’s application for TxDOT approval of the installation of said traffic signal is pending; (ii) reconfigure the intersection of Suncrest Road and Tower Road and relocate the stop sign from Tower Road to Suncrest Road; and (iii) widen, add a turn lane, and address repairs to resolve the drainage on Tower Road at the Property’s driveway (the “Roadway Improvements”) as more particularly depicted in **Exhibit D**. The Roadway Improvements will be paid for and installed by the Developer.
2. Installation of the “Roadway Improvements” does not waive the requirement for a Traffic Impact Analysis (TIA) and any mitigations or funding as required by the TIA.

- (h) Private Open Space Enhancement.** The Developer shall maintain the existing pond by the clubhouse and pool as shown in Exhibit B and further agrees to install a minimum of one (1) non-solar powered water fountain within the pond and a minimum six-foot (6’) concrete path surrounding the pond for the use and enjoyment by the residents and their visitors of the Property.

Section 4. Development of the Property. Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances and the zoning regulations applicable to the Property, and such amendments to City ordinances and regulations that may be applied to the

Development and the Property under Chapter 245, Texas Local Government Code, and good engineering practices (the “Applicable Regulations”). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control. Notwithstanding Section 2(a), this Section 4 shall survive any termination of this Agreement.

Section 5. Water and Wastewater Service. The City hereby agrees to provide continuous and adequate water and wastewater service to the Property as is required of all Certificate of Convenience and Necessity (CCN) holders pursuant to Texas Water Code Section 13.250 (a). The City hereby agrees to provide 165 water and 165 wastewater Living Equivalent Units (LEUs) for the Development. Developer and City acknowledge that Developer is working to secure wastewater easements from offsite property owners, and City agrees to cooperate with Developer as necessary to secure such offsite wastewater easements. If Developer is unsuccessful in obtaining the necessary offsite wastewater easements, City agrees to consider an Annexation Petition to annex for full purposes the portion of Tower Road right of way depicted in **Exhibit D**. City further agrees that it shall not delay approval of Developer’s applications for City site development and building permits for the development of the Property while Developer’s applications from any governmental agency are pending. Notwithstanding Section 2(a), the provisions of this Section 5 shall survive any termination of this Agreement, and, to the extent necessary, shall continue to be applicable to the Development.

Section 6. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer’s rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property. The Developer and the City acknowledge and agree that this Agreement is binding upon and inures to the benefit of the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 7. Default. 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 written notice of default from the other party. Upon the passage of fourteen (14) business days after receipt of written notice of default 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 Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

Section 8. 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.

Section 9. Attorneys' 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.

Section 10. 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. In order 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.

Section 11. 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.

Section 12. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz/Veronica Rivera
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Manor Leased Housing Associates I, Limited Partnership
c/o Dominion Development & Acquisition, LLC
Attn: Neal M. Route and Mark S. Moorhouse
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441

with copy to:

Paul K. Manda and Jeffrey S. Drennan
Winthrop & Weinstine, P.A.
225 S 6th Street, Suite 3500
Minneapolis, MN 55402

with copy to:

Pam Madere
Jackson Walker LLP
100 Congress Avenue, Ste. 1100
Austin, Texas 78701

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 13. 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 rights granted under this Agreement and the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer

pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 14. 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.

Section 15. 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.

Section 16. 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.

Section 17. 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.

Section 18. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 19. 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 20. Development Approvals. In addition to any other remedies set forth herein, if the Developer 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.

Section 21. Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any

date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

Section 22. 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.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same instrument.

Section 24. 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.

Section 25. 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 Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (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.

Section 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 27. Anti-Boycott Verification – Energy Companies. The Developer 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).

Section 28. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer 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 29. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 30. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** – Property Description
- Exhibit B** – Conceptual Plan
- Exhibit C** – Code Modifications
- Exhibit D** – Roadway Improvements

[signature pages follow]

EXECUTED in multiple originals this the ____ day of _____, 2024.

CITY:
City of Manor, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20 __, 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

DEVELOPER:

Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership

By: Manor Leased Housing Associates GP I, LLC, a Texas limited liability company

Its: General Partner

By: _____

Name: Neal M. Route

Title: Vice President

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Neal M. Route, Vice President of Manor Leased Housing Associates GP I, LLC, a Texas limited liability company, the General Partner of Manor Leased Housing Associates I, Limited Partnership, a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public, State of Texas

EXHIBIT A

Property Description

PROPERTY DESCRIPTION

BEING a tract of land situated in the Green Berry Gates Survey, Abstract No. 315, located in the City of Manor, Travis County, Texas being all of a called 15.4217 acre tract of land conveyed to Kenneth R. Tumlinson and Suanna M. Tumlinson by deed recorded in Instrument No. 2023004432, Official Public Records of Travis County, Texas (O.P.R.T.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 15.4217 acre tract of land, same being the southwest corner of a called 5.793 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 2008103555, O.P.R.T.C.T., same being the north right of way line of Tower Road, a variable width right of way, from which a 5/8-inch iron rod found for the southeast corner of said 5.793 acre tract, same being the southwest corner of a called 1.095 acre tract of land conveyed to Christopher S. Martinez and Denise M. Martinez by deed recorded in Instrument No. 1999001598, O.P.R.T.C.T., bears South 62°20'23" East, 170.86 feet;

THENCE North 61°09'12" West, along the south line of said 15.4217 acre tract, same being said north right of way line, 489.24 feet to a 1/2-inch iron rod found for the southwest corner of said 15.4217 acre tract, same being the southeast corner of a called 5.187 acre tract of land conveyed to Venkata Chitanya Buddharaju and Jesse Raveen Mamuhewa by deed recorded in Instrument No. 2023040807, O.P.R.T.C.T.;

THENCE along the west line of said 15.4217 acre tract, same being the east line of said 5.187 acre tract the following courses:

North 27°35'08" East, 233.10 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 63°21'35" West, 214.99 feet to a 1/2-inch iron rod found;

North 34°51'50" West, 94.27 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 27°04'12" East, 23.13 feet to a 1/2-inch iron rod found capped (stamped "Traverse Station");

North 22°18'36" East, 228.47 feet to a 1/2-inch iron rod found capped (stamped "Survcon");

North 62°54'17" West, 42.57 feet to a 5/8-inch iron rod set capped (stamped "KHA") for a westerly corner of said 15.4217 acre tract, same being the southeast corner of Block A, Lot 2 of KST/Voelker Tract, a platted addition to Travis County recorded in Instrument No. 201200170, O.P.R.T.C.T.;

THENCE North 27°19'53" East, continuing along the west line of said 15.4217 acre tract, same being the east line of said Lot 2, 383.27 feet to a 5/8-inch iron rod set capped (stamped "KHA") for the northwest corner of said 15.4217 acre tract, same being the northeast corner of said Lot 2, and same being in the south right of way line of Estuary Drive, a called 50 foot right of way, dedicated by Stonewater Phase 5, a platted addition to Travis County recorded in Instrument No. 201600298, O.P.R.T.C.T., from which a 1/2-inch iron rod found capped (stamped "Baseline") for

the southwest corner of said Estuary Drive, same being the southeast corner of Block R, Lot 21 of said Stonewater Phase 5 bears, North 63°08'19" West, 23.73 feet;

THENCE South 63°08'19" East, along the north line of said 15.4217 acre tract, same being the south line of said Stonewater Phase 5, passing at 26.27 feet a 1/2-inch iron rod found for the southeast corner of said Estuary Drive, same being the southwest corner of Block C, Lot 41 of said Stonewater Phase 5, passing at 146.28 feet a 1/2-inch iron rod found capped (stamped "Baseline") for the southeast corner of said Lot 41, same being the southwest corner of Block C Drainage Lot of Stonewater Phase 2, a platted addition to Travis County recorded in Instrument No. 201600180, O.P.R.T.C.T., and continuing along said north line, same being the south line of said Drainage Lot, for a total distance of 841.30 feet to a 5/8-inch iron rod found (bent) for the northeast corner of said 15.4217 acre tract, same being the northwest corner of said 5.793 acre tract, and same being in the south line of Block C Open Space lot of said Stonewater Phase 2, from which a 1/2-inch iron rod found capped (stamped "Baseline") in the south line of said Open Space lot bears South 63°08'19" East, 320.36 feet;

THENCE South 26°51'02" West, along the east line of said 15.4217 acre tract, same being the west line of said 5.793 acre tract, 928.17 feet to the **POINT OF BEGINNING** and containing 672,331 square feet or 15.435 acres of land.



Site Data

Family - 3 Stories	Nos.	%
1 Bed	78	24.1
2 Bedroom	100	55.5
3 Bedroom	65	20.4
Totals	324	

Parking Required	Parking Provided
2 Beds: 2.0/unit	198
3 Beds: 2.5/unit	450
4 Beds: 2.5/unit	165
Total Req. 2.8/unit	771
Cost: 100%	
Total	848

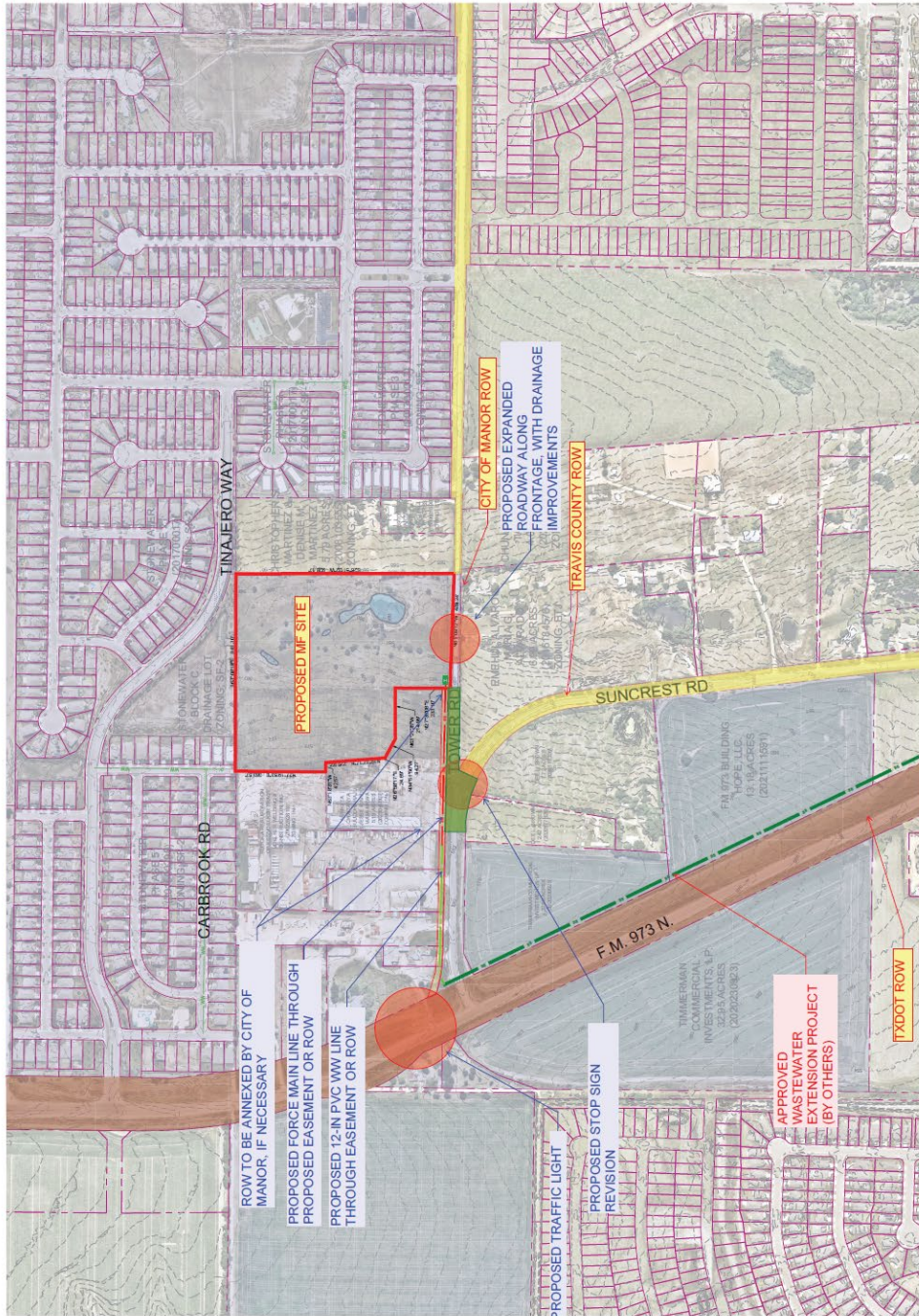


Exhibit C
Code Modifications

1 SITE PLAN

- Minimum uncovered surface off-street parking spaces shall be provided at a ratio of 1.8 spaces/unit
- Pitch roofs with a roof slope of 5:12 shall be permitted
- Buildings along the perimeter of the Development and/or adjacent to a public right of way shall not be required to have the primary façade front and face the public right of way
- Modify Section 14.02.007 (b) to allow a ten-foot (10') bufferyard to the existing single family on the northern property boundary. Bufferyard on the eastern property boundary shall be twenty-five feet (25') and meet the planting requirements of Section 15.03.023.
- Uncovered surface off-street parking shall be permitted: (a) within eighty feet (80') of a residential zoning or use located adjacent to the Property; and (b) within eighty feet (80') of where the Property borders an implied residential zoning pursuant to the City's future land use map. Except as provided herein, Bufferyard screening per Section 15.03.023 is still required. Section 15.03.023 (3) (A) shall not apply, provided a tree survey confirming there are no protected or heritage trees within the bufferyard area adjacent to single family residential property is provided to the City. Concrete panel fencing shall be a permitted wall material under Section 15.03.023 (5)(G). However, fencing along Tower Road shall only be wrought iron.
- No maintenance access drive shall be required around the entire perimeter of a Stormwater Control Measure, as all ponds will be accessible from multiple points

Exhibit D
Roadway Improvements



**TOWER RD
CONSTRAINTS EXHIBIT**
MANOR, TEXAS
December 23





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 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 Tower Road Apartments 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 proposed Dominion apartments that are planned on Tower Road near the intersection with Suncrest. This development is partnering with the city’s Public Facilities Corporation to bring affordable units into their project.

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 Tower Road Apartments 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
TOWER ROAD APARTMENTS DEVELOPMENT**

THIS DEPOSIT AGREEMENT FOR THE PROPOSED WATER SERVICE TRANSFER FOR THE TOWER ROAD APARTMENTS DEVELOPMENT (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 **MANOR LEASED HOUSING ASSOCIATES I, LIMITED PARTNERSHIP**, a Texas limited partnership (including its Designated Successors and Assigns, 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 50-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]

MANOR LEASED HOUSING ASSOCIATES I, LIMITED
PARTNERSHIP, a Texas limited partnership

By: Manor Leased Housing Associates GP I, LLC,
a Texas limited liability company
Its: General Partner

By: 
Name: Neal Route
Title: Vice President

28989862v1



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

This is a standard agreement between the City and Travis County so that Travis County can collect the assessments for the EntradaGlen PID on the same tax bill sent to property owners on an annual basis once bonds are issued which are contemplated to be issued later this year. The City and County have this type of agreement for the Manor Heights PID and the Lagos PID which have already issued bonds and are now collecting assessments. The attached agreement is provided to the City Council for consideration.

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 Agreement for Billing and Collection Services Between Travis County and the City of Manor Related to the New EntradaGlen Public Improvement District.

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

**AGREEMENT FOR BILLING AND COLLECTION SERVICES
BETWEEN TRAVIS COUNTY
AND THE CITY OF MANOR
RELATED TO THE NEW ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT**

This agreement (the “Agreement”) is between Travis County (the “County”), a political subdivision of the State of Texas, and the City of Manor (the “City”), a home rule municipality of the State of Texas, for billing and collection services related to the new EntradaGlen Public Improvement District (the “District”), a public improvement district created by and authorized by the City.

RECITALS

- A. The City authorized the creation of the District, effective on December 2, 2020, by a majority vote of all members of the City Council adopting a resolution in accordance with the City Council’s findings under Section 372.010 of the Texas Public Improvement District Assessment Act (the “PID Act”) (Tex. Local Gov’t Code Secs. 372.001 to 372.030). The City may, from time to time, amend such resolution or reauthorize the District in the future, and this Agreement will remain in force.
- B. The City will adopt an assessment plan that apportions the cost of the planned services and improvements among the parcels of real property in the District and will prepare an assessment roll stating the amount of the assessment due from each such parcel and provided that the assessments may be paid in annual installments (the “Assessments”) pursuant to Sec. 372.016 of the PID Act.
- C. The City will manage and administer public improvement districts created by the City, including the District. The City has selected a third-party administrator (the “Administrator”) to assist the City in the management of the District, including the

management of assessment revenue collected from assessable property within the District, and payment of City's bond debt through a depository bank, with trust powers, selected by the City ("City Depository Bank"). The City's agreements relating to the District require that the annual installments of the Assessments be billed and collected by the County Tax Assessor-Collector.

D. This Agreement sets out the duties and responsibilities of the County and City related to the billing and collection of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Interlocal Cooperation Act (Tex. Gov't Code Chapter 791).

E. Except as otherwise specifically provided herein, the term "Assessment" as used in this Agreement refers to both the fully-apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installment due from each such parcel.

AGREEMENT

In consideration of the mutual promises stated herein, the County and City agree as follows:

1. Agreement for Billing and Collection of Installments of Assessments. Beginning on the effective date of this Agreement and continuing until the Agreement is terminated as provided below, City authorizes the County exclusively, acting through the Travis County Tax Assessor-Collector (the "Tax Assessor-Collector") and the Travis County Attorney (the "County Attorney"), to bill and collect the annual installments of the Assessments and to represent City for all purposes related to the billing and collection of such installments, except as stated below.

The County, acting through the Tax Assessor-Collector, agrees to perform for City all of the duties of City related to the billing and collection of the installments provided in the assessment plan and Texas law.

2. Exclusions. This Agreement will not include billing or collection of the following:
 - 2.1 Any installments of the Assessments due prior to the effective date of this Agreement,
 - 2.2 Assessments in amounts other than annual installments,
 - 2.3 Any installments of the Assessments that are for years for which a tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06, and
 - 2.4 Any Assessments on property for which the owner has deferred collection of the property taxes as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of such excluded Assessments will remain the responsibility of City and its Administrator. County will notify City and its Administrator of any Assessments that are excluded under paragraph 2.3 or 2.4 above within 60 days after the Tax Assessor-Collector is notified of the tax lien transfer or collection deferral.

3. Term of Agreement. The term of this Agreement will begin on the latest date of execution set out below (“the Effective Date”) and will terminate on December 31, 2024, unless renewed and extended as provided below. The Agreement will be renewed and extended automatically for an additional term of one year unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the initial term. If the

Agreement is renewed and extended after the initial term, it will be renewed and extended automatically for succeeding one-year terms unless either party terminates the Agreement by giving written notice of termination to the other party not later than 90 days before the end of the current term. If a notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien has been filed prior to such notice, until the suit is dismissed or a sale of the property occurs and the proceeds are disbursed.

4. Assessment Data. Each year during the term of this Agreement, City will provide data to the Tax Assessor-Collector on or before September 1 as to the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor-Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than 90 days' notice to City in the event of any required format change in the electronic file. City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts of the annual installments, computing the cumulative balances of the Assessments, and any

collection of the Assessments other than in annual installments will remain the responsibility of City. The annual installments will be billed to the property owners named in the current tax appraisal roll of the Travis Central Appraisal District for the year of the installments. If City fails to inform the Tax Assessor-Collector of the amounts of the annual installments by September 15 of the initial or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to City according to paragraph 13 below. The initial delivery of data by City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments prior to the Effective Date of this Agreement. The Tax Assessor-Collector will make available to City a continuous on-line disbursement report summarizing the payments collected.

5. Billing of Assessments. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the City of Manor."
6. Collection of Assessments. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to City Depository Bank daily by electronic funds transfer, after deducting the amount due to the

County as billing and collection fees, as provided in paragraph 10 below. City will provide the Tax Assessor-Collector with the instructions for making such daily remittances to City Depository Bank. The Tax Assessor-Collector and the County Attorney will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which a tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of City, as provided in paragraphs 2.3 and 2.4 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by City or its Administrator for amounts billed by the Tax

Assessor-Collector, they will be remitted by City to the Tax Assessor-Collector. City will notify the Tax Assessor-Collector if any Assessment is prepaid to City, in full or in part.

7. Notice to Property Owners. After the effective date of this Agreement and prior to the mailing by the County of the first bills for annual installments of the Assessments, City will notify each owner of property in the District, except for owners of exempt property, by first class mail that the installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.
8. Foreclosure Suits. The County Attorney will act as the attorney for City in any suit for collection of the delinquent installment of an Assessment. The maturity of the subsequent installments will not accelerate following a default in payment. In consultation with City, the County Attorney and the Tax Assessor-Collector will control the filing and conduct of foreclosure suits. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in paragraph 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit results in an order for foreclosure of the assessment lien and the tax lien, City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. However, the assessment lien runs with the land, and the portion of the Assessment that has not yet come due is not eliminated by the foreclosure of an ad valorem tax lien, according to Section 372.018(d) of the PID Act.

9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit a third party beneficiary. The County and City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor City assumes any responsibility to a third party in connection with this Agreement.
10. Billing and Collection Fees. As fees for the billing and collection services provided under this Agreement, City agrees to pay the County the following:
- 10.1 A one-time fee of \$1,000.00, no later than 30 days after the effective date of this Agreement, for software modification, data entry, contract drafting, and other start-up costs, to be paid from the new EntradaGlen Public Improvement District petitioner's escrow account held by City Depository Bank;
- 10.2 An annual parcel fee for each parcel or tract of land in the District, in an amount to be set annually by the Travis County Commissioner's Court. The parcel fee will be equal to the parcel fee set for the year by the Commissioners Court for the billing and collection by the Tax Assessor-Collector of property taxes for jurisdictions located wholly or partially in Travis County. City agrees that the Tax Assessor-Collector may deduct the pro rata amount of the parcel fee from the first installments collected, prior to the remittance of the collections to City Depository Bank. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection. City will include the parcel fee in each annual budget of administrative expenses for the District; and

- 10.3 Should the County incur any actual additional costs that may subsequently be required to modify software, make other data processing changes, or comply with legal requirements associated with collecting the installments, City agrees to reimburse such costs within 30 days after being billed for them by the County; provided, however, that such reimbursement shall solely be payable from the administrative expenses collected as part of the annual installment of assessments pursuant to the service and assessment plan and if not sufficient from Assessments.
11. Administrator. Pursuant to the agreement between the Administrator and City or at the direction of City, the Administrator may perform, on behalf of City, any action to be taken by the City hereunder.
12. Entire Agreement. This Agreement sets out the entire agreement between the County and City with respect to the billing and collection of the Assessments and supersedes all previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and City authorized by their respective governing bodies.
13. Notices. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

COUNTY:

Travis County Tax Assessor-Collector
P.O. Box 149328
Austin, Texas 78714-9328

WITH A COPY TO: Delia Garza (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767

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

WITH A COPY TO: The Knight Law Firm, LLP
Attn: Paige H. Saenz and Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

14. Limited Liability. The County will not be liable to City or the bond holders of the District for any failure to collect the installments of the Assessments. The Tax Assessor-Collector will not be liable for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector also will not be liable for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.
15. Applicable Law. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are

severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

- 16. Persons Bound. This Agreement is binding on the parties and their respective successors and assigns.
- 17. Venue. All obligations under this Agreement are performable in Travis County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Travis County, Texas.
- 18. Party Representatives. The County designates the Tax Assessor-Collector to represent the County, and City designates the City Manager and/or his or her designee to represent City for all purposes related to this Agreement.
- 19. Authorization. The undersigned representatives warrant that they are duly authorized by their respective governing bodies to execute this Agreement on behalf of the parties.
- 20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures transmitted electronically by e-mail in a "PDF" format, by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Agreement.

EXECUTED ON BEHALF OF –

TRAVIS COUNTY, TEXAS

CITY OF MANOR

By: _____
 Andy Brown
 County Judge
 P.O. Box 1748
 Austin, Texas 78767-1748

By: _____
 Dr. Christopher Harvey
 Mayor
 105 E. Eggleston Street
 Manor, Tx 78653

DATE: _____

DATE: _____

[Agreement for Billing and Collection Services between Travis County and the City of Manor Related to the New EntradaGlen Public Improvement District]

Approved:

Delia Garza
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Telephone: (512) 854-9513
FAX: (512) 854-4808

By: _____

Melissa Hargis
State Bar No. 24055766
Assistant County Attorney



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

On May 15, 2024, the City Council adopted Ordinance 742 which established Stormwater as a public utility and established charges to be paid by users of benefited property in the service area. The attached ordinance amends the City's fee schedule to codify the stormwater drainage fee approved by the City Council. This ordinance is provided for your consideration.

History of the Stormwater Drainage Program:

Phase 1 of the city's proposed stormwater utility was approved in April 2022. Phase 1 included an assessment of the city's needs, the feasibility of a stormwater utility, and a draft rate model. Phase 2 was approved in July 2023 and it included finalizing the rate model and data necessary to implement the fee that is before the Council with this Ordinance, and assisting with public outreach when conducted. Phase 3 was approved in February 2024 and included the consultant, Raftelis, implementing the fee into our billing system.

As was provided for in the rate model, the proposed drainage fee per single-family home is \$6.50 per month, with non-single-family properties paying based on the amount of impervious cover on the property. At the July 19, 2023 City Council meeting, staff was provided direction from the City Council to proceed with a starting rate of \$6.50 per ERU.

The Stormwater Drainage ordinance adds the drainage utility to the city's code of ordinances and includes the creation of a utility fund, billing procedures, appeals, penalties, and exemptions. It did not set the rate, as that is being done by a separate ordinance at the June 5th City Council meeting.

The Stormwater Drainage ordinance exempts all allowable properties under the State code as requested by the City Council. Section 552.053 Texas Local Gov't Code provides that a municipality may exempt a governmental entity and their property including the state, a county, a municipality, a school district and open-enrollment charter school, and religious organizations. Furthermore, the ordinance exempts property with proper construction and maintenance of a wholly sufficient and privately owned drainage system; property held and maintained in its natural state until such time that the property is developed and all the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; and a

subdivided lot until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.

The Stormwater Drainage ordinance exempts the State, Travis County, MISD and charter schools, the City, and religious organizations along with the other required exemptions.

The new drainage charge, if approved by the Ordinance currently under consideration, would be effective on July 1, 2024 utility bills.

The stormwater drainage program will fund expenditures such as: system-wide mapping, a stormwater capital improvement plan, 4 dedicated stormwater employees, street sweeper, dump truck, gradall, storm drain medallions, maintenance and repair of pipes, ditches, and streets, and capital project funding.

The intention of the program is to allow the city to better maintain our stormwater system, which historically has not been funded annually and only small, reactive maintenance has been performed. Through the creation of this program, the city aims to be more proactive with maintenance and repairs as well as funding new drainage improvements like regional detention for the downtown area, which currently just surface flows undetained to Gilleland and Wilbarger Creeks. The program too can be used to correct and alleviate flooding issues along creeks and waterways within the city limits, such as the deep drainage channels through Timmermann Park and the downtown Art Park.

If approved, this Ordinance is the final step by the City Council for implementation of the city’s Stormwater Drainage program.

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

- Ordinance No. 748

STAFF RECOMMENDATION:

The City Staff recommends 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.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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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.

Whereas, the City of Manor, Texas (the “City”) is experiencing significant growth and development and such growth is expected to continue;

Whereas, many of the City’s fees and charges are not adequate to cover the City’s actual costs for providing services required to be provided by the City;

Whereas, the City’s growth has presented increasingly more complex and time-consuming planning, engineering, and legal issues that have required increased expenditures for professional consulting, including, but not limited to, planning, engineering, and legal fees and expenses;

Whereas, the established stormwater drainage charge is based on the revenue required to support the stormwater utility;

Whereas, the Manor, Texas City Council (the “City Council”) approved Ordinance 742 on May 15, 2024, which established Stormwater as a public utility and established charges to be paid by users of benefited property in the service area; and

Whereas, the City Council has determined that the proposed provisions are reasonable and necessary to more effectively support the stormwater utility in the City.

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. Amendment of Code of Ordinances. The City Council hereby amends Appendix A, Fee Schedule of the Manor Code of Ordinances (the “Fee Schedule”) to amend the Utility Stormwater Charges and Fees as provided for in Section 3 of this Ordinance.

SECTION 3. Amendment of Article A7.000. The City Council hereby amends Article A7.000 of the Fee Schedule to add Section A7.010 to read as follows:

“Sec. A7.010 – Stormwater Drainage Rates.

- (a) *Single Family Residential*. The minimum monthly charge per Equivalent Residential Unit (ERU) shall be as follows:

Rate Table – Single Family Residential Stormwater Drainage

Single Family Residential	\$6.50
---------------------------	--------

- (b) *Non-Single Family Residential*. The minimum monthly charge per Equivalent Residential Unit (ERU) shall be as follows:

Rate Table – Non-Single Family Residential Stormwater Drainage

Non-Single Family Residential	Total Impervious Cover/2,730 * 6.50
-------------------------------	-------------------------------------

SECTION 4. Amendment of Conflicting Ordinances. The Manor Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

SECTION 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 fees or charges which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 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. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Texas Local Government Code and the City Charter.

SECTION 8. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered 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.

PASSED AND APPROVED on this 5th 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 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

In September 2017, the City Council approved the Development Agreement Under Section 43,035, Texas Local Government Code with Jefferson Triangle Marine L.P. (“Developer”) and amended it to, among other things, relocate a lift station associated with the Cottonwood wastewater treatment plant on Developer’s property. The agreement was further amended in order for the City to provide water service once decertification from Manville Water Supply Corporation is completed. The Developer is now in the process of constructing an offsite waterline to serve the property and the Fourth Amendment includes provisions to cover the oversizing of the offsite waterline if the City requests the waterline be oversized and a method for reimbursing the Developer for the difference in constructing an oversized waterline. As provided for by our engineers, the minimum required line size for the contemplated development of the Property is a 12” water line. However, due to known future projects in the vicinity of this line, our engineers have recommended a 16” water line. With this agreement, the developer would pay for the base cost of the 12” water line, and the city would pay the difference to upsize the line to a 16” water line.

The Fourth Amendment to the Development Agreement is provided for City Council consideration.

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

- Fourth Amendment to Development Agreement

STAFF RECOMMENDATION:

The City Staff recommends 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.

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

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement under Section 43.035, Texas Local Government Code (“**Fourth Amendment**”) is dated effective _____, 2024 (the “**Fourth Amendment Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the “**City**”) and **JEFFERSON TRIANGLE MARINE, LP**, a Texas limited partnership (the “**Developer**”). The City and the Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, the City and Developer previously entered into that certain Development Agreement Under Section 43.035, Texas Local Government Code dated effective September 20, 2017 and recorded as Document No. 2017197857 of the Official Public Records of Travis County, Texas (the “**Original Agreement**”) for that certain Property (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement; that First Amendment to Development Agreement Under Section 43.035, Texas Local Government Code dated effective December 16, 2020 and recorded as Document No. 2020247239 of the Official Public Records of Travis County, Texas (the “**First Amendment**”); that Second Amendment to Development Agreement Under Section 43.035, Texas Local Government Code dated effective August 3, 2022 and recorded as Document No. 2023027571 of the Official Public Records of Travis County, Texas (the “**Second Amendment**”); and that Third Amendment to Development Agreement Under Section 43.035, Texas Local Government Code dated effective September 6, 2023 and recorded as Document No. 2023104207 of the Official Public Records of Travis County, Texas (the “**Third Amendment**”) (collectively, the “**Agreement**”);

WHEREAS, the Developer is seeking reimbursement from the City for the offsite waterline Developer is constructing if oversizing of the offsite waterline is requested by the City; and

WHEREAS, the Developer and the City desire to modify and amend the Agreement in certain respects as more particularly set forth in this Fourth Amendment including providing for the possible oversizing of the offsite waterline.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

AGREEMENT:

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Fourth Amendment to the same extent as if fully set forth herein.

Section 2. Capitalized Terms. All capitalized terms in this Fourth Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

Section 3. Oversizing of Waterline.

(a) City, at its discretion, may require the oversizing of the offsite waterline to serve the Property, which will include related facilities and infrastructure for the City to serve the Property with water when developed (the “Waterline Project”). City must exercise this right during or before plan review. The City may exercise this right before or after the Developer has submitted design plans for the Waterline Project if such request by the City does not materially impact Developer’s construction schedule and costs. Developer will be responsible for the costs associated with providing the appropriately sized waterline to the Property consisting of a twelve-inch (12”) waterline and City will be responsible for the costs associated with any oversizing required by the City up to a sixteen-inch (16”) waterline. The City shall reimburse Developer for the oversizing cost by paying Developer a lump sum cost within thirty (30) days after the completion and acceptance of the Waterline Project.

(b) If the City requires the Waterline Project to be oversized, the construction contract for the Waterline Project will be bid (publicly or privately, as appropriate) with alternate bids being required for a waterline sized to serve the Property as required by the City’s Code of Ordinances and applicable regulations (“Alternate #1”) and the larger-sized waterline required by the City (“Alternate #2”), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Waterline Project. Prior to bidding, the Developer must provide the City Engineer with a copy of the documents soliciting the bids. Within fifteen (15) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Developer’s Engineer of any corrections to be made.

(c) After bids are received, the Developer’s engineer, (the “Developer’s Engineer”) will provide the City Engineer and the City’s purchasing agent with copies of the bids. Within ten (10) business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and will notify the Developer’s Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Developer’s Engineer will cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this Section 3, or submit the bid to the City Council for approval.

(d) The Oversizing Costs will be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

(e) Any change orders related to the oversizing of the Waterline Project will be subject to approval by the City and the Developer before work contemplated by the change order begins unless the change order is required by an emergency. Neither the City nor the Developer will unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the Developer Engineer will promptly update the budget and provide a copy of the update to the City and the Developer. The City shall be responsible for its pro rata share of the increase in contract price caused by an approved change order that impacts

the oversizing of the Waterline Project and shall include in the lump sum amount the City pays the Developer within thirty (30) days after the completion and acceptance of the Waterline Project.

Section 4. Ratification of Agreement/Conflict. Except as expressly amended hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of the Agreement is modified or deleted by this Fourth Amendment, any unaltered provision of such section, subsection or clause of the Agreement shall remain in full force and effect. However, where any provision of this Fourth Amendment conflicts or is inconsistent with the Agreement, the provision of this Fourth Amendment shall control.

Section 5. No Waiver. Neither City's nor Developer's execution of this Fourth Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

Section 6. Governing Law. This Fourth Amendment 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 7. Entire Agreement. This Fourth Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Fourth Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Fourth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors and assigns.

Section 8. Covenant Running with the Land. The Agreement, as amended by this Fourth Amendment, shall continue to constitute a binding covenant on the Property (as defined and detailed in the Agreement) and shall run with the land. A copy of this Fourth Amendment shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Fourth Amendment is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Fourth Amendment.

Section 9. Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Fourth Amendment.

Section 10. Interpretation. This Fourth Amendment has been jointly negotiated by the Parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Fourth Amendment.

Section 11. Authority. Each party hereto warrants that each has the full legal authority to execute and deliver this Fourth Amendment. In addition, the individual who executes this Fourth

Amendment 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 12. Severability. If any provision of this Fourth Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Fourth Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Fourth Amendment.

Section 13. Anti-Boycott Verification. To the extent this Fourth Amendment 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, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Fourth Amendment. 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.

Section 14. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Fourth Amendment 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 15. Anti-Boycott Verification – Energy Companies. The Developer 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 Fourth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

Section 16. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer 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 Fourth Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing 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 17. Counterparts. This Fourth Amendment 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]

EXECUTED in multiple originals, and in full force and effect as of the Fourth Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

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

[signatures continue on next page]

DEVELOPER:
Jefferson Triangle Marine, LP
a Texas limited partnership

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2024,
by _____, _____ of Jefferson Triangle Marine, LP, a
Texas limited partnership, on behalf of said partnership.

(SEAL)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City, on October 2, 2021, entered into a Development Agreement with KB Homes (the “Developer”) for the development of a residential community. In June 2023, the City authorized the creation of the Mustang Valley Public Improvement District (the “District”). The District consists of approximately 137 acres, will have approximately 363 homes, and will be developed by KB Homes. Many of the public improvements that are needed for the initial phase of the development have been or are expected to be accepted soon by the City. The Financing Agreement (the “Agreement”) that is considered with this item establishes the mechanism by which portions of the public improvements within the District will be paid for with PID Special Assessment Revenue Bonds.

In general terms, the Agreement states that the City will use its best efforts to levy PID assessments against property within the District, establishes the method of approving payments on invoices submitted by the Developer, and sets the requirements that must be met by the Developer before PID bonds will be issued.

The Agreement does not require the waiver of any provisions of the City’s PID Policy.

LEGAL REVIEW: Yes, Gregory Miller, Bond Counsel
FISCAL IMPACT: The amounts to be paid under this Agreement will be funded from assessment revenues and not from the City’s general or operating fund.
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-17
- Exhibit - Financing Agreement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2024-17 of the City of Manor, Texas approving and authorizing the Mustang Valley Public Improvement District Financing Agreement.

RESOLUTION NO. 2024-17

A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING THE MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT.

WHEREAS, the City entered into a Development Agreement with KB Home Lone Star Inc., a Texas corporation ("Developer"), effective as of October 2, 2021, that stated the intent and expectation of the parties that the City would reimburse Developer, or their successors in interest, for the costs of the construction of certain public improvements constructed for the benefit of the District; and

WHEREAS, the City of Manor, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Mustang Valley Public Improvement District" (the "District") pursuant to Resolution No. 2023-22, adopted by the Manor City Council (the "City Council") on June 7, 2023; and

WHEREAS, in connection with the development of the property within the District and the planned issuance of special assessment revenue bonds for the Mustang Valley Public Improvement District, the City Council intends to approve the forms, terms, and/or provisions of a Financing Agreement to be by and between the City and Developer; and

WHEREAS, this Resolution and the Financing Agreement approved by it, are in furtherance of the intentions of the parties to the Development Agreement; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Financing Agreement. The Mustang Valley Public Improvement District Financing Agreement (the "Financing Agreement"), between the City of Manor, Texas and Developer, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City (the "Mayor") is hereby authorized and directed to execute and deliver the Financing Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the Financing Agreement may be attested to by the City Secretary.

Section 3. Additional Actions. The Mayor, City Manager, Finance Director, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, City Manager, Finance Director, and City Secretary of the City, or any designee serving in the absence of the aforementioned officials, are hereby directed to execute and deliver any and all certificates,

agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 8. Effective Date. This resolution shall be effective as of the date of its approval.

[Execution page follows]

PASSED AND APPROVED on the 5th day of June 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey
Mayor, City of Manor, Texas

ATTEST:

Lluvia T. Almaraz
City Secretary

[SIGNATURE PAGE – RESOLUTION APPROVING FINANCING AGREEMENT-]

EXHIBIT A
FINANCING AGREEMENT
MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT

MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT

FINANCING AGREEMENT

BY AND BETWEEN

KB HOME LONE STAR INC., A TEXAS CORPORATION

AND

THE CITY OF MANOR, TEXAS

**MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This Mustang Valley Public Improvement District Financing Agreement (this “**Agreement**”), dated as of the ___ day of _____ 2024, (the “**Effective Date**”), is entered into by and between KB Home Lone Star Inc., a Texas corporation (including its Designated Successors and Assigns (defined below), the “**Owner**”), and the City of Manor, Texas (the “**City**”), a home-rule municipal corporation of the State of Texas. The Owner and the City are sometimes collectively referred to herein as the “**Parties**”, or, each individually, as the “**Party**”. Unless otherwise defined herein, capitalized terms used herein are set forth in **Exhibit “A”**, attached hereto and made a part hereof and in the Service and Assessment Plan.

RECITALS

WHEREAS, the Owner owns a total of approximately 136.904 acres of land more particularly described on **Exhibit “B”** attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Owner and the City entered into a Development Agreement, effective October 27, 2021 (as may be amended, the “**Development Agreement**”) pertaining to development matters with respect to the Property;

WHEREAS, it is intended that the Property will be developed as a residential mixed-use development (the “**Project**”), in accordance with the Development Agreement and the Single Family Standard zoning (as may be further amended, the “**SF-2**”), adopted by the City Council pursuant to Ordinance No. 625 on October 27, 2021;

WHEREAS, on June 7, 2023 the City Council passed and approved the formation of the Mustang Valley Public Improvement District pursuant to Creation Resolution No. 2023-22 (the “**District**”) in accordance with Chapter 372 of the Local Government Code (the “**PID Act**”); authorizing the creation of the District pursuant to the Act, covering approximately 136.904 contiguous acres within the City's corporate limits, which land is described in the District's Creation Resolution;

WHEREAS, pursuant to a Resolution adopted by the City Council on April 3, 2024, Owner and the City entered into that certain Mustang Valley Public Improvement District Reimbursement Agreement as authorized by Section 372.023(d)(l) of the PID Act (the “**Reimbursement Agreement**”);

WHEREAS, pursuant to the terms of this Agreement, the City has agreed that the Authorized Improvements provide a special benefit to the City and to allow financing of the Authorized Improvements conferring special benefits to the Property through the levy of Special Assessments on property located within the District;

WHEREAS, the Owner intends to construct or have its Designated Successors and Assigns (as defined in **Exhibit “A”** hereto) construct certain Authorized Improvements over time to serve property located in the District (or portions thereof) and cause ownership of those improvements to vest with the City in accordance with the terms and provisions of this Agreement;

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement) levy special assessments on all or a portion of the property located within the District and issue bonds in one or more series for payment of costs associated with construction and/or acquisition of the Authorized Improvements included in a service and assessment plan to be approved by the City Council, as such plan may be amended from time to time (the “**Service and Assessment Plan**” as further defined in **Exhibit “A”** attached hereto);

WHEREAS, \$3.26 is the maximum aggregate Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District, and \$12,000,000 is the maximum aggregate par amount of PID Bonds that may be issued to finance, fund or reimburse eligible Authorized Improvements constructed by the Owner;

WHEREAS, the City, subject to the consent and approval of the City Council, the satisfaction of all conditions for the issuance of PID Bonds and Owner’s compliance with the Development Agreement, and in accordance with the terms of this Agreement and any other legal requirements, will consider : (i) the adoption of a Service and Assessment Plan on all or a portion of the property located within the District; (ii) the adoption of any Assessment Ordinance; and (iii) authorizing the issuance of PID Bonds, in one or more series at the City's sole discretion, for each Improvement Area for the purpose of financing the costs of the Authorized Improvements within each respective Improvement Area and paying associated costs as described herein;

WHEREAS, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, accept the Authorized Improvements, or Segments thereof, provided for in this Agreement and the Owner will be paid or reimbursed for the costs of the Authorized Improvements, or Segments thereof, solely from Special Assessments or from the proceeds of the PID Bonds, for the costs of acquisition, construction and improvement of the Authorized Improvements or Segments thereof that are completed, dedicated to and accepted by the City subject to the terms and limitations set forth herein;

WHEREAS, the City agrees to pay or reimburse the Owner for the Actual Costs of the Authorized Improvements from the proceeds of PID Bonds or Special Assessment Revenues derived from levy of Special Assessments on property located within the District in accordance with the terms and provisions of this Agreement. Subject to the limitations of the PID Act and the City Charter, the City has the authority to issue, from time to time, one or more series of PID Bonds, the proceeds of which will be used to pay the costs of Authorized Improvements, or Segments thereof, including indebtedness to pay capitalized interest and a reserve fund permitted by the PID Act for revenue bonds issued under the PID Act and indebtedness issued to pay the City’s costs of issuance in accordance with this Agreement;

WHEREAS, the City has determined that it is in its best interests to enter into this Agreement with the Owner for the construction and/or acquisition of the Authorized Improvements, or Segments thereof, which will result in the efficient and effective implementation of each Service and Assessment Plan.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

Section 1.01. Definitions

Definitions used herein are set forth in **Exhibit “A”** attached hereto and made a part hereof.

Section 1.02. Overview of Agreement

This Agreement establishes provisions for the apportionment, levying, and collection of Special Assessments on the Property (**Article II**), the construction of Authorized Improvements to be acquired by the City (**Article III**), the payment of Authorized Improvements within the District (**Article IV**), the issuance of bonds for the financing of the Authorized Improvements (**Article V**), representations, warranties and indemnification (**Article VI**), default and remedies (**Article VII**) and general provisions (**Article VIII**).

ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) The Recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

(b) On June 7, 2023, the City authorized the formation of the District by resolution. The District includes all of the Property.

(c) Special Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements within the District (or Improvement Area, as applicable).

(d) Special Assessments on any portion of the Property may be adjusted in connection with subsequent PID Bond issues or otherwise so long as the Special Assessments are determined in accordance with the Service and Assessment Plan and the PID Act.

(e) The Property may also be subject to an Owners’ Association assessment.

(f) Following preparation of the initial Service and Assessment Plan acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall, by resolution, approve the preliminary Service and Assessment Plan and call a public hearing on the levy of Special Assessments. After conducting the public hearing, the City Council may consider approval of an Assessment Ordinance relating to Service and Assessment Plan. If an Assessment Ordinance is adopted, the City shall use reasonable efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment

Ordinance. The City Council, by order, will update, amend and/or restate the Service and Assessment Plan each time Special Assessments are levied.

Section 2.02. Apportionment and Levy of Special Assessments

(a) The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement and to levy Special Assessments. The Owner acknowledges and agrees that a Service and Assessment Plan must meet the requirements of Texas Local Government Code § 372.013 and § 372.014 and be presented to the City Council for review and approval prior to a series of PID Bonds being issued. A Service and Assessment Plan will be modified as required to comply with the requirements of the PID Act and the Texas Attorney General's Office. The annual indebtedness defined by the Service and Assessment Plan shall be consistent with the terms for the issuance of PID Bonds as set forth in this Agreement. The Developer will be provided with the initial draft Service and Assessment Plan and any updates a minimum of four (4) weeks prior to consideration by council and be given an opportunity to review and revise said plan or update.

(b) The City shall use its best efforts to levy Special Assessments on the Assessed Parcels in accordance herewith and with each Service and Assessment Plan. It is contemplated that the City will issue multiple series of PID Bonds, to pay or reimburse the Owner for a portion of the Actual Costs of the Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements will be greater than the net proceeds of the PID Bonds or the Special Assessment Revenues available for reimbursement of the costs of the Authorized Improvements and the Owner shall fund the difference.

(c) Prior to or in connection with the issuance of PID Bonds, the Owner may submit to the City one or more Special Assessment Levy Requests to finance the costs of Authorized Improvements in accordance with Section 4.02 hereof. Upon the receipt of a Special Assessment Levy Request, the City Council will consider the adoption of an Assessment Ordinance, which levies Special Assessments on the Property or an Improvement Area in accordance herewith and with the Service and Assessment Plan. The City's apportionment of the costs of Authorized Improvements and levy of Special Assessments will be made in accordance with the PID Act.

Section 2.03. Collection of Assessments

(a) So long as the City is obligated to reimburse the Owner for the costs of the Authorized Improvements hereunder or any PID Bonds are outstanding, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Special Assessments levied pursuant to an Assessment Ordinance. The Annual Installment of such Special Assessments will be updated at least annually in a Service and Assessment Plan pursuant to the terms of the PID Act in the manner and to the maximum extent permitted by applicable law. The City shall cause the PID Administrator to provide copies of any annual Service and Assessment Plan updates or amendments thereto to be provided to the Owner not less than thirty (30) days prior to the date of the City Council meeting at which such update is anticipated to be approved. For each Improvement Area, the City will deposit or cause to be deposited the respective Special Assessment Revenues into a segregated account, or if PID Bonds

have been issued, then transferred to the Trustee and deposited in the funds and accounts in the priority set forth in the respective Indenture.

(b) Further notwithstanding anything to the contrary contained herein, the City covenants to use diligent, good faith efforts to contract with the Travis County Tax Assessor-Collector for the collection of the Special Assessments such that the Special Assessments will be included on the ad valorem tax bill(s) for the Assessed Parcels and will be collected as part of and in the same manner as ad valorem taxes.

(c) Owner will be reimbursed for Actual Costs associated with Authorized Improvements from Special Assessments collected by the City and held by the City pursuant to an applicable Acquisition and Reimbursement Agreement or, if PID Bonds are issued, from the proceeds of PID Bonds, until Owner is fully reimbursed by Special Assessments and/or the proceeds of PID Bonds. The balance of any reimbursement obligation due to Owner under an Acquisition and Reimbursement Agreement will be subordinate to payment of the applicable PID Bonds.

Section 2.04. Approval and Recordation of Special Assessments through Landowner Agreement and recording of the Service and Assessment Plan

(a) Concurrently, with the levy of the Special Assessments for the initial Improvement Area, the Owner, any other owners of land within the District, and the City, shall execute a “**Landowner Agreement**” (herein so called) in which the Owner and other owners, if applicable, (collectively, the “**Landowners**”) shall ratify, confirm, accept, agree to and approve: (a) the apportionment of assessments in the Service and Assessment Plan and the levy of the Special Assessments for the initial Improvement Area by the City, and agree to approve and accept the apportionment of assessments in each Service and Assessment Plan and the levy of each Special Assessment on all future Improvement Areas through an amendment to the Landowner Agreement; (b) the Home Buyer Disclosure Program; and (c) the creation of the District, the boundaries of the District, and the boundaries of the applicable Assessed Parcels. The Landowner Agreement further shall: (A) evidence the Landowners’ intent that all Special Assessments be covenants running with the land that (i) shall bind any and all current and successor owners of the Property to the Special Assessments, including applicable interest thereon, as and when due and payable thereunder and (ii) provide that subsequent purchasers of such property take their title subject to and expressly assume the terms and provisions of the Special Assessments; and (B) provide that the liens created by the levy of the Special Assessments are a first and prior lien on the Property, subject only to liens for state, municipality, county or school district ad valorem taxes.

(b) After the Landowner Agreement is fully executed, the Owner shall file the Landowner Agreement in the Official Public Records of the County.

(c) Further, in accordance with the PID Act, the City shall file a copy of the Service and Assessment Plan and any updates thereto with the County Clerk, within seven (7) days of approval.

Section 2.05. Reimbursement of Actual Costs

(a) Notwithstanding anything to the contrary contained herein, the Parties hereby acknowledge and agree that the Actual Costs expended by the Owner to construct the Authorized Improvements may not be fully reimbursed from the Special Assessment Revenues or the proceeds of PID Bonds. The Actual Costs expended by the Owner, but not funded by a series of PID Bonds, are payable solely from available Special Assessment Revenue pursuant to the applicable Acquisition and Reimbursement Agreement; provided, however that sufficient Special Assessment Revenues are available to make the payments.

(b) The Owner reimbursement provisions contained in this Section 2.05 shall not, under any circumstances, give rise to or create (i) a charge against the general credit or taxing power of the City or (ii) a debt or other obligation of the City payable from any source other than proceeds from the PID Bonds and Special Assessment Revenues.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

With respect to those Authorized Improvements to be dedicated and owned by the City, the Owner will dedicate such Authorized Improvements to the City upon completion of said Authorized Improvements, and the City will accept dedication of such Authorized Improvements after confirming that such Authorized Improvements have been completed in accordance with this Agreement. The City's Development Rules shall govern the procedure for inspection, dedication, and acceptance of such Authorized Improvements being conveyed to the City.

Section 3.02. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, the supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Agreement.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by City's Construction Representative or its designee.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Authorized Improvement (or Segment thereof) unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Authorized Improvements.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner. Any fees paid to a consulting engineer must be reasonable and customary.

Section 3.03. Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof provided that such designee has the technical capacity, experience and expertise to perform such construction management duties or obligations. Owner may make such designation under the same terms as set out in Section 8.03(a) of this Agreement.

Section 3.04. Maintenance of Project, Warranties

Unless otherwise provided for the Owner shall maintain each Authorized Improvement, or Segment thereof, in good and safe condition in accordance with all Applicable Regulations until such Authorized Improvement, or Segment thereof, is accepted by the City. The City’s acceptance of Authorized Improvements, or Segment thereof, shall be in accordance with all Applicable Regulations and procedures for the acceptance of subdivision improvements. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement, or Segment thereof. On or before the acceptance by the City of an Authorized Improvement, or Segment thereof, the Owner shall assign to the City all of the Owner’s rights in any warranties, guarantees, maintenance obligations or other evidences of contingent obligations of third persons with respect to such Authorized Improvement, or Segment thereof, and shall provide the City with a two year maintenance bond from the date of final acceptance of the Authorized Improvements, or Segment thereof, that guarantee the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Authorized Improvements, or Segment thereof, for each Authorized Improvement to be accepted by the City. Other than the requirement to provide such maintenance bond, the Owner shall have no further liability to the City for the upkeep, maintenance, operation, or status of the Authorized Improvements once accepted by the City.

Section 3.05. Sales and Use Tax Exemptions

(a) The Parties understand that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the current Tax Code from sales and use taxes levied by the State of Texas, or by any city, county, special district, or other political subdivision of the State, as set forth in Section 151.309 of Tax Code and 34 Tex. Admin. Code, sec. 3.291.

(b) Upon request of the Owner, and to the extent provided by law, the City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in 34 Tex. Admin. Code, sec. 3.291) for exemption from sales and use taxes.

Section 3.06. Regulatory Requirements

(a) Notwithstanding anything to the contrary contained herein, the Owners shall be responsible for the costs of designing, constructing, and obtaining the City’s acceptance of the Authorized Improvements, in accordance with all Applicable Regulations, the City-approved plans and specifications, and “Recognized and Generally Accepted Good Engineering Practices”, as such term is defined and interpreted by the Federal Occupational Safety and Health Administration.

(b) With respect to the construction of the Authorized Improvements, it is understood that their construction will be exempt from any public bidding or other purchasing and procurement policies pursuant to the current Texas Local Government Code, Section 252.022(a)(9), which states that an expenditure is exempt from such policies for “paving drainage, street widening, and other public improvements, or related matters, if at least one third of the cost is to be paid by or through Special Assessments levied on Property that will benefit from the improvements.” The Owner will request bids from at least three (3) independent, competent contractors for the construction of the Authorized Improvements and provide copies of the bids to the City.

Section 3.07. Additional Requirements for Authorized Improvements

(a) The Construction Manager will maintain an ongoing monthly updated accounting of funds disbursed, work progress and remaining funding needed to complete each applicable Authorized Improvement. The Construction Manager will provide such monthly reports to the Owner, the City Construction Representative, the Administrator, the Financial Advisor, and the Trustee, as applicable.

(b) After bids and construction contracts have been executed for the applicable Authorized Improvements, all change orders or costs increases for such applicable Authorized Improvements must be approved by the Owner, Construction Manager and the City Construction Representative, to the extent any such change order is in excess of \$100,000.00 for any Segment of such applicable Authorized Improvement. The Construction Manager shall provide copies of all approved change orders to the Financial Advisor and Trustee within ten (10) days after approval.

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements

(a) The City shall not be obligated to provide funds for any Authorized Improvement except from Special Assessments or, if PID Bonds are issued, the proceeds of the PID Bonds. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for the payment of the Actual Cost of the Authorized Improvements to be constructed for or acquired by the City will be sufficient for the construction or acquisition of all of those particular

Authorized Improvements. The Parties anticipate that the Actual Cost to construct the Authorized Improvements may be greater than the proceeds of the PID Bonds available for Authorized Improvements.

(b) Upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(c) The Parties hereby acknowledge and agree that:

(1) Owner will construct or cause the construction of the applicable Authorized Improvements.

(2) Authorized Improvements are initially intended to be constructed pursuant to one or more Acquisition and Reimbursement Agreements and paid for by the Owner prior to the levy of Special Assessments and the issuance of the PID Bonds intended to fund the Actual Costs of such Authorized Improvements. Such funding of the Authorized Improvements will be governed by the applicable Acquisition and Reimbursement Agreement and Section 4.02 of this Agreement.

(3) Within sixty (60) days of receipt of an Assessment Levy Request for a given Improvement Area, the City will consider the adoption of an Assessment Ordinance that (i) approves a Service and Assessment Plan (or amendment or update thereof) identifying the Assessments applicable to a respective Improvement Area, (ii) levies said Special Assessments, and (iii) establishes the timeframe for collection of said Special Assessments. The City will levy and collect such Special Assessments in accordance with the approved Service and Assessment Plan, as amended or updated, and the applicable Assessment Ordinance, as further provided in this Agreement.

(4) Upon satisfying the conditions precedent described in Section 5.01 of this Agreement, the City Council intends to consider the issuance of the PID Bonds to refinance any Unpaid Balance under an Acquisition and Reimbursement Agreement and, if applicable, to finance the Actual Costs of any Authorized Improvement not completed at the time of PID Bond issuance. Such funding of the Authorized Improvements will be governed by the Indenture and Section 4.03 of this Agreement.

(5) The maximum aggregate Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be \$3.26, but Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than \$3.26, and this shall not require approval by City Council.

Section 4.02. Payments for Authorized Improvements Prior to the Issuance of PID Bonds

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of a series of PID Bonds, the City shall bill and collect the Special Assessment Revenues collected from the Assessed Parcels.

(b) Subject to Section 4.02(a) above, the costs of the Authorized Improvements will be initially funded through the applicable Acquisition and Reimbursement Agreement. Pursuant to the terms of such Acquisition and Reimbursement Agreement, the Owner shall dedicate or convey, and the City shall accept or acquire, as more particularly described in Article III of this Agreement, the Authorized Improvement, after such Authorized Improvement is completed. The general process for funding the Authorized Improvements before the issuance of PID Bonds is described in this Section 4.02(b), and more specifically described in the Acquisition and Reimbursement Agreement.

(c) Pursuant to an Acquisition and Reimbursement Agreement, the City will reimburse the Owner for Actual Costs incurred in connection with the applicable Authorized Improvements until PID Bonds are issued to reimburse the Owner for the Actual Costs of the Authorizing Improvements benefiting the applicable Improvement Area, the proceeds of which equal the Reimbursement Obligation (defined in the applicable Acquisition and Reimbursement Agreement), less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and less any payments made from the Trustee pursuant to the applicable Acquisition and Reimbursement Agreement. The Owner will be reimbursed for only those Actual Costs for which Special Assessment Revenues or PID Bond Proceeds are available.

(d) Following receipt of an Assessment Levy Request for an Improvement Area, the City shall consider the adoption of an Assessment Ordinance for the respective Improvement Area. The City will collect the Special Assessments in accordance with a Service and Assessment Plan and the applicable Assessment Ordinance. Upon collection of such Special Assessments, the City will transfer or cause to be transferred the Assessment Revenues such that the Assessment Revenues will be held in a designated account separate from the City’s other accounts (referred to herein as the “Operating Account”), such funds to be used to reimburse the Owner for the Actual Costs of the applicable Authorized Improvements pursuant to the terms of the applicable Acquisition and Reimbursement Agreement, or, if PID Bonds have been issued, then transferred to the Trustee and deposited in the proper funds and accounts in the priority set forth in the applicable Indenture. Special Assessment Revenues shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement.

(e) Pursuant to an Acquisition and Reimbursement Agreement, the Owner may submit a Certification for Payment, in the form provided in **Exhibit “C”**, to the City for payment of the Actual Costs of an Authorized Improvement from funds then available in the appropriate subaccount of the Operating Account held by the City.

Section 4.03. Payments for Authorized Improvements upon the Issuance of PID Bonds

(a) As more particularly described in Section 5.01 hereof, upon receipt of a Bond Issuance Request, the City will consider the adoption of a resolution or ordinance consenting to the issuance of PID Bonds to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue less any amounts already reimbursed to Owner pursuant to an Acquisition and Reimbursement Agreement.

(b) The proceeds from the issuance of the PID Bonds remaining after payment of amounts under Section 4.02 of this Agreement (if applicable) will be held by the Trustee in various segregated accounts under the Project Fund established pursuant to an Indenture. Those sums held in the various segregated accounts will be advanced to the Owner by the Trustee to fund the Actual Costs (as more particularly specified herein and in a Service and Assessment Plan) upon receipt of a completed Certification for Payment in the form as attached hereto in **Exhibit “C.”** At least ten (10) calendar days prior to the time of the closing of a series of PID Bonds, the Owner may submit a Closing Disbursement Request substantially in the form attached hereto in **Exhibit “D.”** executed by the Construction Manager, and if the request pertains to items subject to a seal of the Project Engineer, such request shall be additionally executed by the Project Engineer as to such items, to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City Construction Representative shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, the City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of a series of PID Bonds, the Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds in accordance with the procedures set forth in this Section 4.03.

(c) Any Authorized Improvements that have not been (i) reimbursed at the closing of the PID Bonds, (ii) completed by Owner, or (iii) accepted by the City by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be made by the Trustee no more frequently than monthly and within five (5) business days of the Trustee’s receipt of the completed Certification for Payment from the Construction Manager. If the City Construction Representative disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with the City Construction Representative’s comments, the Certification for Payment can be submitted to the Trustee for payment.

(d) The general process for funding of Authorized Improvements from funds on deposit in a Project Fund is as follows:

(1) the Owner shall deliver to the City’s Construction Representative and the City Engineer the following:

(i) a Certification for Payment substantially in the form attached hereto as **Exhibit “C”** executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(ii) evidence of the acceptance by the City of those Authorized Improvements to be funded by the respective series of PID Bonds and the conveyance to the City (for completed Authorized Improvements only);

(iii) a certification that all bills for work on, or materials provided for, the Authorized Improvements have been paid; and

(iv) evidence that there are no liens for the work on, or materials provided for, the applicable Authorized Improvements, receipts for payment and verification in form acceptable that any subcontractors have been paid

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of a series of PID Bonds were constructed in accordance with the plans therefor (for completed Authorized Improvements only), and the City Construction Representative will verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City Construction Representative agrees to conduct such review and cost verification in an expeditious manner after the Certification for Payment is submitted to the City, and the Owner agrees to cooperate with the City Construction Representative in conducting each such review and to provide the City Construction Representative with such additional information and documentation as is reasonably necessary for the City Construction Representative to conclude each such review. Upon confirmation by the City Construction Representative that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for completed Authorized Improvements only), and verification and approval by the City Construction Representative of the Actual Costs of those Authorized Improvements, the City shall within thirty (30) calendar days after receipt of the applicable Certification for Payment accept those Authorized Improvements not previously accepted by the City Construction Representative, and shall sign the Certification for Payment and forward the executed Certification for Payment to the Trustee for payment. Other than the PID Administrator's approval of the applicable draw request, City approval is not required for the Owner's application of cost savings in completing any one Authorized Improvement that the City has accepted towards overages in the costs of a different Authorized Improvement.

(e) In addition to the submitted items required in 4.03(d) above, in order to obtain the final progress payment for an Authorized Improvement funded by a series of PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.04. Assignment of Right to Payment of Unreimbursed Costs

Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner's right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either PID Bond Proceeds or Special Assessment Revenues, (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment

of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by the Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner and the City in the Disclosure Agreement of Owner.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

Subject to the satisfaction of conditions set forth in this Article V, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The issuance of PID Bonds is subject to all of the following conditions.

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Actual Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the District shall be paid out of special assessment revenue levied against property within the District. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The adoption of a Service and Assessment Plan and an Assessment Ordinance levying Special Assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such District.

(e) The City has formed and utilized its own financing team including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant, if applicable or required. Any and all costs incurred by these activities will be included in City administration costs recouped from Special Assessment Revenue. The continuing disclosure will be divided into City disclosure and Owner disclosure, and neither Party will be responsible or liable for the other Party's disclosure, but the City's disclosures professional will be used for both disclosures.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$12,000,000.

(h) Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.

(i) Delivery by the Owner to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.

(j) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.

(k) The Owner is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Special Assessments.

(l) The Owner is not in default under this Agreement or, with respect to the Property, any other agreement to which Owner and the City are parties.

(m) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(n) The PID Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(o) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the City's required standards for similar developments including without limitation any Applicable Regulations.

(p) The City has determined that the amount of proposed Special Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.

(q) Unless otherwise approved by City Council at the time of issuance of a series of PID Bonds, the maturity for a series of PID Bonds shall be not exceed a 30 fiscal year amortization from the date of issuance.

(r) The final maturity for any PID Bonds shall be not later than 30 years from the Effective Date.

(s) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(t) If the applicable portion of Authorized Improvements has not already been constructed and to the extent proceeds from a series of PID Bonds are insufficient to fund such Actual Costs, Owner shall, at the time of closing of the PID Bonds, provide a completion guarantee or other similar type of credit support in the amount of the difference between the Actual Costs and the PID Bond Proceeds available to fund such Actual Costs related to the applicable

Authorized Improvement, or Segment thereof (without limiting any other provision, in the event Owner does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Owner shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).

(u) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.

(v) The Owner agrees to provide periodic information and notices of material events regarding the Owner and the Owner's development within the District in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Owner in connection with the issuance of PID Bonds.

(w) The Owner is not in default under any Continuing Disclosure Agreement related to an issuance of PID Bonds to which it is a party.

(x) Bonds issued for the purpose of refunding any outstanding PID Bonds shall be issued in a principal amount less than or equal to the outstanding Special Assessments levied as security for the PID Bonds being refunded thereby.

(y) The maximum aggregate Tax Equivalent Assessment Rate of Special Assessments (including the Annual Installment) plus all ad valorem taxes levied by all political subdivisions within the District shall be \$3.26 per \$100.00 taxable assessed valuation. Notwithstanding the foregoing, (i) Owner may voluntarily elect to have the Tax Equivalent Assessment Rate of Special Assessments be less than \$3.26, and this shall not require approval by City Council; and (ii) the Tax Equivalent Assessment Rate of Special Assessments may exceed \$3.26 per \$100.00 taxable assessed valuation if approved by the City Council.

(z) Owner has completed and the City has accepted the Authorized Improvements, or Segment thereof, for any previous phase of the Property.

(aa) The value to lien shall be at least 3:1 for PID Bonds, unless otherwise agreed to by the City and in accordance with an Indenture.

(bb) The Owner and the City shall have entered into an Acquisition and Reimbursement Agreement that provides for the Owner's construction of certain Authorized Improvements, or Segments thereof, and the City's reimbursement to the Owner of certain Actual Costs.

(cc) The applicable requirements of any Indenture for bonds previously issued for the District are satisfied.

Section 5.02. Disclosure Information

Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion

in a disclosure document for an issue of PID Bonds will not, to the Owner's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

Section 5.03. Qualified Tax-Exempt Status

(a) Generally, in any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs (“Additional Costs”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“QTEO”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Owner and any deficiencies in the estimated Additional Costs paid to the City by the Owner shall be remitted to the City by the Owner.

(b) Issuance of PID Bonds prior to City Obligations. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall estimate the Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner in an amount less than or equal to the Estimated Costs. The Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) fifteen (15) business days after the date of said invoice, or (ii) five (5) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

(c) Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City’s notice required under this paragraph. If the Owner does not pay the City the difference between the Additional Costs

and the Estimated Costs within fifteen (15) business days of the date of the City's notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Property until such payment of Additional Costs is made in full.

(d) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist twenty (20) days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least fifteen (15) days prior to the pricing date indicated on the invoice. If the Owner fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non QTEO City Obligations. The City will, within five (5) business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then the Owner shall not be paid any reimbursement amounts under any Acquisition and Reimbursement Agreement related to the Property until such payment of Additional Costs is made in full.

(e) To the extent any Owner(s) or property owner(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owners (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (f), below, said reimbursement to be made by the City within fifteen (15) business days after its receipt of such subsequent payments of such Additional Costs.

(f) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and the Owner shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Owner's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the

Owner. The portion owed by the Owner shall be determined by dividing the total proceeds from any debt issued on behalf of the Owner in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Owner) in such calendar year.

Section 5.04. Tax Certificate

If in connection with the issuance of PID Bonds, the City is required to deliver a certificate as to tax exemption (a "Tax Certificate") to satisfy requirements of the Internal Revenue Code, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds (including, but not limited to, the use of the Authorized Improvements), the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 5.05. Special Obligations

THE PID BONDS ARE SPECIAL OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN AN INDENTURE) AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN AN INDENTURE. THE OWNERS OF PID BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER AN INDENTURE, AS AND TO THE EXTENT PROVIDED IN SUCH INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF PID BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY, NOR ANY OF ITS ELECTED OR APPOINTED OFFICIALS NOR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

Section 5.06. Project Fund

The City hereby covenants and agrees that if PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements

and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund, which will be held by the Trustee under the Indenture.

Section 5.07. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds shall be finally authorized by the City Council and shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of the PID Bond Ordinance and the Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

Section 5.08. Sale of PID Bonds

The PID Bonds, if issued by the City, shall be marketed and sold through negotiated sale to an underwriter selected by the City with the cooperation and assistance of the Owner in all respects, with respect to the preparation of marketing documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner. The Owner agrees to fully cooperate with City with respect to the preparation of the offering document.

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of City

The City makes the following covenants, representations and warranties for the benefit of the Owner:

(a) The City is a home-rule municipal corporation of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt an Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

(b) The City will not unreasonably condition, delay, or withhold consideration, documentation, and approval of an Assessment Levy Request or Bond Issuance Request.

(c) The City will not unreasonably condition, delay, or withhold final acceptance of any of the Authorized Improvements.

(d) The City will maintain proper books of record and account for all costs incurred by the City that are associated with the administration of the District, including those costs associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements. The City covenants that such accounting

books will be maintained in accordance with generally accepted accounting practices and will be available for inspection by the Owner or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(e) The City will deliver a Tax Certificate as a condition of the issuance of each series of PID Bonds.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties, and covenants for the benefit of the City:

(a) The Owner, KB Home Lone Star Inc., represents and warrants that it is a Texas Corporation duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is a valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of an Authorized Improvement (or a Segment thereof) it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Authorized Improvements (or Segment thereof) to be completed in accordance with this Agreement.

(e) The Owner covenants that it will not commit or knowingly permit any act in, upon or to the Property or the Project in violation of any law, ordinance, rule, regulation, or order of any governmental authority or any covenant, condition, or restriction now or hereafter affecting the Property or the Project.

(f) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition or financing of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement, including each Certification for Payment.

(g) For a period of four (4) years after (i) the final Acceptance Date of each applicable Authorized Improvement, or (ii) claims filed upon completion, whichever is later, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices. The Owner shall provide copies (including electronic copies in a form acceptable to the City if electronic copies are requested) of such records to the

City upon written request to the Owner, and those copies shall be provided no later than ten (10) business days after receipt of a written request from the City at a cost that is no more than the rates applicable to copies provided pursuant to the Texas Public Information Act.

(h) The Owner agrees to provide the information required pursuant to an Owner Continuing Disclosure Agreement executed by the Owner in connection with the PID Bonds.

(i) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct, and complete as of that date, and (ii) the Owner will make reasonable inquiries to ensure such truth, correctness, and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

(j) The Owner agrees not to take any action or actions to reduce the total amount of such Special Assessments to be levied as of the Effective Date.

Section 6.03. Buyer Disclosures

The Owner shall comply with Chapter 5 of the Property Code, as amended, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Parcel owned by the Owner, or any portion thereof, to comply with the notice requirements set forth in Chapter 5 of the Property Code regarding any subsequent sale or conveyance of the Parcel. The Owner’s compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if and when there is a sale of a Lot to a purchaser.

Section 6.04. Indemnification and Hold Harmless by Owner

(a) THE OWNER WILL (WITHOUT USING ANY ASSESSMENT REVENUES OR BOND PROCEEDS) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY, AN “INDEMNIFIED PARTY,” AND COLLECTIVELY, THE “INDEMNIFIED PARTIES”) AGAINST AND FROM, AND WILL PAY TO THE INDEMNIFIED PARTIES, ALL WITHOUT WAIVING ANY SOVEREIGN OR GOVERNMENTAL IMMUNITY AVAILABLE TO ANY INDEMNIFIED PARTY UNDER TEXAS OR FEDERAL LAW, AND WITHOUT WAIVING ANY DEFENSES OR REMEDIES UNDER TEXAS OR FEDERAL LAW, THE AMOUNT OF, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, FEES, FINES, PENALTIES, OR EXPENSE OF ANY TYPE, WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM (COLLECTIVELY, “DAMAGES”), ARISING DIRECTLY OR INDIRECTLY, FROM:

(1) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER;

(2) THE NEGLIGENT DESIGN, ENGINEERING, OR CONSTRUCTION BY THE OWNER OF ANY AUTHORIZED IMPROVEMENT;

(3) THE OWNER'S NONPAYMENT UNDER CONTRACTS WITH THE GENERAL CONTRACTOR OR SUBCONTRACTORS FOR ANY AUTHORIZED IMPROVEMENT UNDER THIS AGREEMENT;

(4) ANY CLAIMS AGAINST ONE OR MORE OF THE INDEMNIFIED PARTIES RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT; AND

(5) ANY THIRD-PARTY CLAIMS RELATING TO ANY AUTHORIZED IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT.

(b) THE OWNER WILL DEFEND THE INDEMNIFIED PARTIES AGAINST ALL CLAIMS DESCRIBED IN THIS SECTION, AND THE INDEMNIFIED PARTIES WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE.

(c) THE INDEMNIFIED PARTIES WILL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER.

(d) THE INDEMNIFIED PARTIES RESERVE THE RIGHT, BUT ARE NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT THEIR OWN EXPENSE.

(e) THE OWNER SHALL RETAIN INDEMNIFIED PARTY-APPROVED DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION, AND IF THE OWNER DOES NOT DO SO, THE INDEMNIFIED PARTY MAY RETAIN ITS OWN DEFENSE COUNSEL AND THE OWNER WILL BE LIABLE FOR ALL SUCH COSTS.

(f) THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW.

ARTICLE VII. DEFAULT AND REMEDIES

Section 7.01. Default

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.

Section 7.02. Breach

(a) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice (or five (5) days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of Section 7.03 below.

(b) Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate).

(c) Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Article VII or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

(d) Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(e) Notwithstanding any provision contained herein to the contrary, the Owner shall not be required to construct any portion of the Authorized Improvements (or take any other action related to or in furtherance of same) while the City is in default under this Agreement.

Section 7.03. Force Majeure

Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, any pandemic or other event declared a disaster (including a disaster declared by the County Judge), adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing "Force Majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article. Notwithstanding any provision to the contrary, Force Majeure will not excuse any

obligation to make payment under this Agreement unless the event of Force Majeure affects the ability of financial institutions generally to transfer funds in the normal course of business.

Section 7.04. No Waiver

No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to the City and/or its elected officials, officers, employees, and agents under federal or State law nor waive any defenses or remedies at law available to the City or its elected officials, employees, and agents under federal or State law.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.01. Notices.

Any notice, communication, or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as any be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent, and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

If to City: City of Manor
Attn: City Manager
105 Eggleston Street
Manor, Texas 78653

With copy to: The Knight Law Firm
Attn: Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

If to Owner: KB Home Lone Star, Inc.
Attn: John Zinsmeyer
10800 Pecan Park Blvd. Suite 200
Austin, Texas 78750

With copy to: Winstead PC
Attn: Ross Martin
600 W. 5th Street, Suite 900
Austin, Texas 78701

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all reasonable City costs and expenses (including the City's third-party advisors and consultants) related to the creation, including this Agreement, and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan, including any applicable Acquisition and Reimbursement Agreement, (including legal fees and financial advisory fees) ("City PID Costs"). To the extent that City PID Costs have not previously been paid by the Owner, prior to closing of any PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the PID Bonds.

(b) In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the PID Bonds, will be paid at closing from proceeds of the PID Bonds.

(c) The Owner shall be solely responsible for the reasonable costs associated with the issuance of any PID Bonds. The terms of subparagraph (a) above shall apply to the Owner in the event that any PID Bonds are issued.

(d) The City may enter into a separate agreement with an Administrator to administer the District. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

Section 8.03. Assignment

(a) Subject to the preceding Section 4.04 of this Agreement and subparagraph (b) below, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party so long as the assignee has demonstrated to the City's satisfaction that the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign and that the Designated Successor or Assign agrees to and accepts all of the Owner's rights and obligations to the City under this Agreement with respect to those rights and obligations that are sold, transferred, or assigned. The Owner shall provide the City an executed copy of the assignment to any Designated Successor or Assign no later than five (5) days after the assignment is fully executed by the Owner and the Designated Successor or Assign.

(c) Upon a sale of a portion of the Property or assignment of any right hereunder, the City shall not be required to release fiscal security to the Owner until the Designated Successor or Assign provides the City evidence that the Designated Successor or Assign has posted replacement fiscal security in the form and amount required by this Agreement and the City to secure the completion of Authorized Improvements.

(d) Any transfer of the Owner's rights to receive Bond Proceeds or Special Assessment Revenues (not involving an assignment of this Agreement) are addressed in the applicable Acquisition and Reimbursement Agreement.

Section 8.04. Term of Agreement

This Agreement shall terminate on the date on which the City and Owner discharge all of their obligations hereunder. In the case of any termination of this Agreement and/or dissolution of the District, the obligation of any Party to pay any Project Costs expended prior to the termination of this Agreement and/or dissolution of the District and remaining unpaid will survive such termination and/or dissolution; provided however, that any payment obligation of the City shall be payable solely from Special Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds.

Section 8.05. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

- (a) Words importing a gender include either gender.
- (b) Words importing the singular include the plural and vice versa.
- (c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.
- (d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.
- (e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.
- (f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words “herein,” “hereof,” “hereto,” “hereby,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words “including” and “includes,” and words of similar import, are deemed to be followed by the phrase “without limitation.”

(i) Unless the context otherwise requires, a reference to the “Property,” the “Authorized Improvements,” or the “District” is deemed to be followed by the phrase “or a portion thereof.”

(j) Every “request,” “order,” “demand,” “direction,” “application,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “approval,” “waiver,” “identification,” or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.06. Table of Contents; Titles and Headings

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.07. Amendments

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties. The Owner acknowledges that no officer, agent, employee, or representative of the City has any authority to change the terms of this agreement unless expressly granted that authority by the City Council.

Section 8.08. Time

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 8.09. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. Signatures transmitted electronically by e-mail in a “PDF” format shall have the same force and effect as original signatures in this Agreement.

Section 8.10. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.11. Severability; Waiver

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.12. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.13. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and Indenture. The Owner will provide any continuing disclosures required under an Indenture and will execute a separate agreement outlining the Owner's continuing disclosure obligations, if required.

Section 8.14. Audit

The City Construction Representative, City Manager, City Director of Finance, or any other City official or employee duly designated by the City Manager, shall have the right, during normal business hours and upon the giving of three business days' prior written notice to an Owner, to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner with respect to any of the Authorized Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 8.15. Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created hereunder are performable in Travis County, Texas and venue for any action arising hereunder shall be in Travis County, Texas.

Section 8.16. Contract Verifications

(a) The Owner hereby verifies that the Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, “boycott Israel” means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(b) The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx>.

The foregoing representation is made pursuant to Section 2252.152, Texas Government Code and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) Pursuant to Section 2276.002, Texas Government Code, as amended, the Owner hereby verifies that the Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to such Section. As used in the foregoing verification, “boycott energy companies” shall mean, 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 (A) above.

(d) Pursuant to Section 2274.002, Texas Government Code, as amended, the Owner hereby verifies that the Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Owner, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made pursuant to such Section. As used in the foregoing verification,

(1) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) 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 (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) 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,

(2) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(3) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(e) As used in Section 8.16(a) through (d), the Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(f) Submitted herewith is a completed Form 1295 in connection with the Owner’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Owner. The Owner and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

Section 8.17. Notification

If any Party receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against a Party in relation to this Agreement, the Party receiving such notice must give written notice to the other Parties of the claim or other action within three business days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Parties copies of all pertinent papers received by that Party with respect to these claims or actions.

Section 8.18. Texas Public Information Act

The Parties agree that this Agreement, all performance under this Agreement, and all information obtained by City in connection with this Agreement is subject to applicable provisions of the Texas Public Information Act, Texas Government Code Chapter 552, and all legal authorities relating to the Texas Public Information Act, including decisions and letter rulings issued by the Texas Attorney General's Office; and the Owner agrees to provide City, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Agreement subject to and in accordance with the Texas Public Information Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires a Party to waive any applicable exceptions to disclosure under the Texas Public Information Act.

Section 8.19. Correction of Technical Errors

If, by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement in the legal descriptions or the references thereto or within any exhibit with respect to the legal descriptions, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits or any other similar matters, the Parties by mutual agreement may correct such error by memorandum executed by them without the necessity of amendment of this Agreement.

Section 8.20. No Third-Party Beneficiary

This Agreement is solely for the benefit of the Parties, and neither the City nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City and the Owner.

Section 8.21. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit "A" - Definitions
- Exhibit "B" - Property Description for Project
- Exhibit "C" - Certification for Payment
- Exhibit "D" - Closing Disbursement Request
- Exhibit "E" - Home Buyer Disclosure Program
- Exhibit "F" - Form of Landowner Agreement

[Signature Pages to Follow]

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

CITY:

CITY OF MANOR, TEXAS,
a home rule municipality

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera, City Attorney

OWNER:

KB HOME LONE STAR INC.,

a Texas corporation

By: _____

Name: _____

Title: _____

Exhibit “A” to Financing Agreement

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**Acceptance Date**” means, with respect to an Authorized Improvement or Segment thereof, the date that the City accepts dedication of such Authorized Improvement or Segment thereof.

“**Acquisition and Reimbursement Agreement**” means (whether one or more) an agreement that provides for construction and dedication of an Authorized Improvement (or Segment) to the City prior to the Owner being paid out of the applicable Bond Proceeds, whereby all or a portion of the Actual Costs will be paid to Owner initially from Special Assessment Revenues (and ultimately from PID Bonds) to reimburse the Owner for actual costs paid by the Owner that are eligible to be paid with Bond Proceeds.

“**Actual Cost(s)**” means, with respect to an Authorized Improvement, the Owner’s demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Authorized Improvement as set forth in Service and Assessment Plan. Actual Cost may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred by or on behalf of the Owner in preparing the plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) a construction management fee of 4.0% of the costs incurred by or on behalf of the Owner for the construction of such Authorized Improvement if the Owner is serving as the construction manager, (e) the costs incurred by or on behalf of the Owner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, and similar professional services related to the Authorized Improvements, (f) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Authorized Improvements, and (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees.

“**Administrative Expenses**” means the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Special Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and an update to the Service and Assessment Plan; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Special Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of PID Bonds, if issued, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, including their respective legal counsel.

Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

“**Agreement**” has the meaning given to such term in the recitals to this Agreement.

“**Annual Installment**” shall mean the annual installment payment on a Special Assessment as calculated pursuant to each Service and Assessment Plan and approved by the City Council.

“**Assessed Parcel**” means for any year, any Parcel within the District against which a Special Assessment is levied.

“**Assessment Levy Request**” means a written request made by Owner to the City to levy Special Assessments for an applicable Improvement Area.

“**Assessment Ordinance**” means an ordinance adopted by the City Council approving a Service and Assessment Plan (or such amendments or supplements to the Service and Assessment Plan) and levying Special Assessments, as described in Article II of this Agreement.

“**Assessment Roll**” means any assessment roll for Assessed Parcels within the District.

“**Attorney General**” means the Attorney General of the State of Texas.

“**Authorized Improvements**” means the Authorized Improvements listed in the PID Act and includes the public improvements which benefit the Property and are further defined in the SAP.

“**Bond Counsel**” means Bickerstaff Heath Delgado Acosta LLP or their successor.

“**Bond Issuance Costs**” mean the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, direct City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“**Bond Issuance Request**” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“**Bond Proceeds**” has the meaning given to such term in Section 6.01(e) of this Agreement.

“**Certification for Payment**” means the certificate (whether one or more) to be provided by the Owner to substantiate the Actual Cost of one or more Authorized Improvements or Segments in substantially the same form as **Exhibit “C”** attached hereto.

“**City**” has the meaning given in the recitals to this Agreement.

“**City Construction Representative**” means the employee or designee of the City carrying out the duties as described in this Agreement.

“**City Council**” means the duly elected governing body and council of the City.

“**City Engineer**” means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein.

“**Closing Disbursement Request**” means the request (whether one or more) in substantially the same form as Exhibit “D” attached hereto.

“**Construction Management Fee**” means 4% of the costs incurred by or on behalf of Owner for the construction of each Authorized Improvement (or Segment thereof).

“**Construction Manager**” means initially the Owner, and thereafter subject to change in accordance with Section 3.02 of this Agreement.

“**Cost of Issuance Account**” means an account within the Project Fund established pursuant to an Indenture and into which the Trustee will deposit Bond Proceeds to be used for the payment of Bond Issuance Costs.

“**County**” means Travis County, Texas.

“**Designated Successors and Assigns**” means (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital, or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“**District**” has the meaning given to such term in the recitals to this Agreement.

“**Effective Date**” has the meaning given to such term in the recitals to this Agreement.

“**Financial Advisor**” means SAMCO Capital Markets, Inc., or its successor.

“**Force Majeure**” has the meaning as set forth in Section 7.03.

“**Foreclosure Proceeds**” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Special Assessments against any Assessed Property or Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs (as defined in an Indenture).

“**Home Buyer Disclosure Program**” means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit “E” or another form agreed to by the City and the Owner(s) that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

“**Improvement Area**” has the meaning given in the Recitals to this Agreement.

“**Indenture**” or “**Trust Indenture**” means an applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“**Non-Benefited Property**” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“**Owner**” means KB Home Lone Star Inc., a Texas corporation, including its Designated Successors and Assigns.

“**Owners’ Association**” means a homeowners’ association or property owners’ association.

“**Owner Continuing Disclosure Agreement**” means an agreement outlining the Owner’s continuing disclosure obligations with respect to a series of PID Bonds, if required.

“**Owner Expended Funds**” means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

“**Parcel**” means a property within the District identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Travis County, or by any other means determined by the City.

“**Party**” means the Owner or the City, as parties to this Agreement, and “**Parties**” means collectively, the Owner and the City.

“**PID Act**” means Chapter 372, Local Government Code, as amended.

“**PID Administrator**” means an employee of the City and/or third-party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to the PID Bonds or in any other agreement approved by the City Council.

“**PID Bond Ordinance**” means and refers to the order or orders of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond order or a trust indenture related to the PID Bonds.

“**PID Bond Proceeds**” means the proceeds from the issuance of a series of PID Bonds, less District formation expenses and Bond Issuance Costs, as applicable.

“**PID Bond Security**” means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds.

“**PID Bonds**” means the special assessment revenue bonds to be issued by the City, in one or more series, for the purpose of financing the Authorized Improvements that confer special benefit on the land within the District or reimbursing the Owner for Actual Costs paid prior to the issuance of the PID Bonds, which may include funds for any required reserves and amounts

necessary to pay Bond Issuance Costs, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Special Assessments, pursuant to the authority granted in the PID Act, and as described by this Agreement.

“Prepayment” means the payment of all or a portion of a Special Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of a Special Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Special Assessment.

“Project” has the meaning given to such term in the recitals to this Agreement.

“Project Costs” means the total of all Actual Costs.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently Carlson, Brigrance Doering, Inc.

“Project Fund” means the separate and unique fund established by the City under such name pursuant to an Indenture as described in Section 5.06 hereof.

“Property” has the meaning given to such term in the recitals to this Agreement.

“Segment” or **“Segments”** means the discrete portions of the Authorized Improvements identified as such.

“Service and Assessment Plan” or **“SAP”** means the Mustang Valley Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the first Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“Special Assessment(s)” means the assessments levied against a Parcel in the District, as provided for in the applicable Assessment Ordinance and in the Service and Assessment Plan, including any supplemental assessments or reallocation of assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act.

“Special Assessment Revenues” means money collected by or on behalf of the City from any one or more of the following: (i) a Special Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Special Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in an Indenture), and (iv) Foreclosure Proceeds (as defined in an Indenture).

“State” means the State of Texas.

“Tax Certificate” has the meaning given to such term in Section 5.04 ,

“**Tax Code**” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“**Trustee**” means the trustee under the Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

“**Unpaid Balance**” has the meaning given to such term in the applicable Acquisition and Reimbursement Agreement.

Exhibit “B” to Financing Agreement
PROPERTY DESCRIPTION FOR PROJECT

Exhibit “C” to Financing Agreement

FORM OF CERTIFICATION FOR PAYMENT

**CERTIFICATION FOR PAYMENT
(Mustang Valley Public Improvement District)**

CERTIFICATION FOR PAYMENT FORM NO.

The undersigned _____ (the “**Construction Manager**”) requests payment from the [_____ Account of the Project Fund][[Operating Account][Reimbursement Account][Reimbursement Fund]] from the City of Manor (the “**City**”) in the amount of \$ _____ for labor, design, materials, fees, and/or other general costs related to the acquisition or construction of certain Authorized Improvements providing a special benefit to property within the Mustang Valley Public Improvement District (the “**District**”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Mustang Valley Public Improvement District Financing Agreement (the “**Financing Agreement**”).

In connection with the above referenced payment, the Construction Manager represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Construction Manager, is qualified to execute this Certification for Payment Form No. _____ on behalf of the Construction Manager and is knowledgeable as to the matters set forth herein.
2. The work described in Attachment A has been completed in the percentages stated therein.
3. The Certification for Payment for the below referenced Authorized Improvements has not been the subject of any prior Certification for Payment submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
4. The amounts listed for Actual Costs of the Authorized Improvements, as set forth in Attachment A, are a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Authorized Improvements, and such costs (i) are in compliance with the Financing Agreement [and the Acquisition and Reimbursement Agreement], and (ii) are consistent with the Service and Assessment Plan.
5. Following is an itemized list of all deposits to and disbursements from (i) the [_____] Account of the Project Fund, (ii) the Reimbursement Account and (iii) the Reimbursement Fund.

<u>Account</u>	<u>Deposits</u>	<u>Disbursements</u>
[_____] Account of the Project Fund	\$	\$
		Certification for Payment Form No. _____
	\$	\$

Total		Certification for Payment Form No. ____
Reimbursement Account	\$	\$ Certification for Payment Form No. ____
	\$	\$ Certification for Payment Form No. ____
Total	\$	\$

6. The Construction Manager is in compliance with the terms and provisions of the Financing Agreement[, Acquisition and Reimbursement Agreement], and the Service and Assessment Plan.
7. The Construction Manager has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity under common control with the Construction Manager owes, located in the District and has no outstanding delinquencies for such taxes and assessments.
8. [All conditions set forth in the Indenture for the payment hereby requested have been satisfied.]
9. The work with respect to the Authorized Improvements referenced below (or its Segment) has been completed, and the City has inspected [and accepted] such Authorized Improvements (or its completed Segment). ***[Include bracketed language if final progress payment for such Authorized Improvement]***
10. The Construction Manager agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
11. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for the Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or Segment thereof) has been completed and the City has accepted such Authorized Improvements (or Segment thereof). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to acceptance of such Authorized Improvements (or Segment thereof).
12. [Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.] ***[Include bracketed language if final progress payment for such Authorized Improvement]***

13. Attached hereto as Attachment C are invoices, receipts, purchase orders, change orders, and similar instruments, which are in sufficient detail to allow the City to verify the Actual Costs for which payment is requested.
14. Also attached hereto as Attachment D are any lender consents or approvals that the Construction Manager may be required to obtain under any loan documents relating to the District.
15. [Attached hereto as Attachment E is a two-year maintenance bond for the Authorized Improvements (or its completed Segment) accepted by the City ***[Include bracketed language if final progress payment for such Authorized Improvement (or Segment thereof)]***]
16. Pursuant to the Financing Agreement, after receiving this Certification for Payment, the City has inspected [and accepted] the completed Authorized Improvements and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations. ***[Include bracketed language if final progress payment for such Authorized Improvement]***

(Signature pages follow)

I hereby declare that the above representations and warranties are true and correct.

**[INSERT APPLICABLE NAME], as
CONSTRUCTION MANAGER**

By: _____
Name: _____
Title: Manager

[TO BE REQUIRED ONLY FOR ITEMS REQUIRING SEAL OF PROJECT ENGINEER]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

[_____]

By: _____

Name: _____

Title: _____

APPROVAL OF CERTIFICATION FOR PAYMENT

The City is in receipt of the attached Certification for Payment Form No. _____, acknowledges the Certification for Payment, acknowledges that the Authorized Improvements (or its Segment) covered by the certificate have been inspected by the City, and otherwise finds the Certification for Payment Form No. _____ to be in order. After reviewing the Certification for Payment Form, the City approves the Certification for Payment Form No. _____ and shall direct the Trustee to make payment from [the appropriate account of the Project Fund] [the Reimbursement Fund] to the Construction Manager or to any person designated by the Construction Manager.

CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A TO CERTIFICATION FOR PAYMENT FORM NO. ____

<u>Segment</u>	Description of Work Completed under this <u>Certification for Payment</u>	Total Actual Costs of <u>Authorized Improvements</u>
		\$

ATTACHMENT B TO CERTIFICATION FOR PAYMENT FORM NO. ____

[Include Attachment B if final progress payment for such Authorized Improvement]

[bills paid affidavit and release of liens - attached]

ATTACHMENT C TO CERTIFICATION FOR PAYMENT FORM NO. ____

INVOICE LEDGER

Invoice Ledger								
Entity: [INSERT APPLICABLE NAME]								
Project: Mustang Valley Public Improvement District								
Certification of Payment Form No.	Date	Vendor	Invoice #	Invoice Amount	Requested Amount	Approved Amount	Budget Sub-Category	Budget Description

[INVOICES AND/OR RECEIPTS - ATTACHED]

ATTACHMENT D TO CERTIFICATION FOR PAYMENT FORM NO. _____

[lender consents or approvals - attached]

ATTACHMENT E TO CERTIFICATION FOR PAYMENT FORM NO. _____

*[Include Attachment E if final progress payment for such
Authorized Improvement or Segment thereof]*

[two-year maintenance bond - attached]

Exhibit “D” to Financing Agreement

FORM OF CLOSING DISBURSEMENT REQUEST

**CLOSING DISBURSEMENT REQUEST
(Mustang Valley Public Improvement District)**

The undersigned is a lawfully authorized representative for KB Home Lone Star Inc., a Texas corporation (the “Owner”) and requests payment from the [Cost of Issuance Account of the Project Fund] (as defined in Financing Agreement) from [_____] (the “Trustee”) in the amount of _____ (\$_____) to be transferred from the [Cost of Issuance Account of the Project Fund] upon the delivery of the *[INSERT NAME OF APPLICABLE PID BONDS]* (the “Bonds”) for costs incurred relating to the issuance and sale of the Bonds for the Mustang Valley Public Improvement District (the “District”), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Mustang Valley Public Improvement District Financing Agreement between the Owner and the City (the “Financing Agreement”).

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

- 1. The undersigned is a duly authorized officer of the Owner and is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.
- 2. This request for payment for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior Certification for Payment submitted to the City
- 3. The amount listed for the below itemized costs is a true and accurate representation of the Bond Issuance Costs incurred by Owner at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$ _____

- 4. The Owner is in compliance with the terms and provisions of the Financing Agreement, [the Acquisition and Reimbursement Agreement,] the applicable Indenture, and the Service and Assessment Plan.
- 5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.
- 6. The Owner agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

KB HOME LONE STAR INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from [Cost of Issuance Account] [_____ Account of the Project Fund] upon delivery of the PID Bonds.

CITY OF MANOR, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit “E” to Financing Agreement**MUSTANG VALLEY PUBLIC IMPROVEMENT DISTRICT
HOME BUYER DISCLOSURE PROGRAM**

The PID Administrator for the Mustang Valley Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s website.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

Exhibit “F” to Financing Agreement

FORM OF LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”) is entered into as of _____, 2024, between the City of Manor, Texas (the “City”), a home rule municipality located in the State of Texas (the “State”), and [Corporate Entity], a [Entity Description], (“Landowner”).

RECITALS:

WHEREAS, Landowner owns the Assessed Parcel(s) described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Mustang Valley Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be used to reimburse Landowner for the costs of constructing the Authorized Improvements or pledged as the security for the payment of bonds or other obligations to be issued for the purpose of paying the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan (and any amendments or supplements thereto).

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby

incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, as shown on **Exhibit I**, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix _ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that

runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Assessed Property may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the District to a party not subject to Assessments.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Travis County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Travis County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by Landowner of the right, title or interest of Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such

Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City, as applicable, once accepted by and conveyed to the City, following construction, and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District, and without monetary or other compensation to the Landowner .

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or

named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner’s Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner’s Parcel in the real property records of Travis County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City’s levy and collection of the Assessments.

**III.
COVENANTS AND WARRANTIES; MISCELLANEOUS**

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty are qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner’s Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Travis County, Texas Real Property Records, the sole owner of the Landowner’s Parcel.

(v) The Landowner’s Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the

Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

If to City: City of Manor
Attn: City Manager
105 Eggleston Street
Manor, Texas 78653

With copy to: The Knight Law Firm
Attn: Veronica Rivera
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

If to Owner: KB Home Lone Star, Inc.
Attn: John Zinsmeyer
10800 Pecan Park Blvd. Suite 200
Austin, Texas 78750

With copy to: Winstead PC
Attn: Ross Martin
600 W. 5th Street, Suite 900
Austin, Texas 78701

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by electronic or facsimile transmission confirmed by mailing written

confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Authorized Improvements and which are secured by a pledge of the Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Travis County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Travis County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within ten (10) business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. No Boycott of Israel. Landowner hereby verifies that the Landowner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Landowner, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, “boycott Israel” means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

J. No Business with Sanctioned Countries. Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx>.

The foregoing representation is made pursuant to Section 2252.152, Texas Government Code and excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

K. Verification Regarding Energy Company Boycotts. Pursuant to Section 2276.002, Texas Government Code, as amended, the Landowner hereby verifies that the Landowner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Landowner, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to such Section. As used in the foregoing verification, “boycott energy companies” shall mean, 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 (A) above.

L. Verification Regarding Discrimination Against Firearm Entity or Trade Association. Pursuant to Section 2274.002, Texas Government Code, as amended, the Landowner hereby verifies that the Landowner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Landowner, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made pursuant to such Section. As used in the foregoing verification,

(a) “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) 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 (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) 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,

(b) “firearm entity” means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code),

(c) “firearm trade association” means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

The Landowner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF MANOR, TEXAS

By: _____
_____, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the __ day of _____, 2024 by _____, the Mayor of the City of Manor, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

LANDOWNER:

[Corporate Entity],
a [Entity Description]

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____ of _____, a [Entity Description], on behalf of said company.

Notary Public, State of Texas

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of _____, 2024 by [Corporate Entity], a [Entity Description], (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Travis County, Texas, which is described in the attached Exhibit I (the “Landowner’s Parcel”).
- B. The City Council of the City of Manor (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Mustang Valley Public Improvement District (the “District”) by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an Assessment Ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (as amended from time to time, the “Assessments”) on property in of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions, and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and

reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest, and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities, or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities, or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and

Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

- 3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Travis County, Texas.
- 4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
- 5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF MANOR, TRAVIS COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address:]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Manor, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Mustang Valley Public Improvement District (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Manor, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Manor, Texas in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Manor, Texas, 105 Eggleston Street, Manor, Texas 78653.

YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Purchaser(s) _____ Date: _____

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

[Corporate Entity],
a [Entity Description]

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____ of _____, a [Entity Description], on behalf of said company.

Notary Public, State of Texas

LANDOWNER AGREEMENT EXHIBIT III
HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Assessment Ordinance and the Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

This phasing agreement is in a similar format to the one approved for Lagos. It provides for when certain TIA-approved traffic mitigations are installed and when the developer will pay the city traffic mitigation funds. With the construction of the first phase of the development, they will construct turn lanes for their 2 driveways/roads on Gregg Lane. Upon recordation of the 134th lot (Phase 3 of 4), they'll pay the city their traffic mitigation funds in the amount of \$610,346.82. With the development of the commercial lot, they'll construct a turn lane on Gregg Lane for the commercial driveway.

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

- TIA Phasing Agreement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the Newhaven Development TIA Phasing Agreement with Gregg Lane Dev., LLC.

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

NEWHAVEN DEVELOPMENT TIA PHASING AGREEMENT

This TIA PHASING AGREEMENT (the "Agreement") is made and entered into as of the _____ day of June, 2024 (the "Effective Date") by and between the City of Manor, Texas, a Texas home rule municipal corporation (the "City"), and Gregg Lane Dev., LLC, a Texas limited liability company (the "Developer"). The City and the Developer are sometimes hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the Developer is in the process of subdividing and developing that certain 90.340-acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, the Developer desires to develop the Property in phases; and

WHEREAS, the Developer has submitted preliminary plat documents for Phases I-IV of the Property (collectively, the "Preliminary Plat") and a final Traffic Impact Analysis (the "TIA") dated December 2022, that covers the Property for City approval; and

WHEREAS, the TIA determines the impact on the transportation network projected by this development; and

WHEREAS, it is contemplated that the Developer will subsequently from time to time submit final plats for portions of the Property for City approval in accordance with the approved Preliminary Plat (the "Final Plat(s)"); and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of existing roadways with the phased development of the Property and payment of funds for other transportation improvements as identified in the TIA and set forth in this Agreement.

AGREEMENT

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

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.

2. Determination of Transportation Improvements. The City has determined the scope of the transportation improvements that the Developer will need to construct, fund, convey, or dedicate (collectively, "Transportation Mitigation") at no cost to the City or another agency for this Property.

3. Developer Obligations. For Transportation Mitigation, the Developer will:

(a) Provide reservation of right of way on the Preliminary Plat for the City for future roadway realignment that is consistent with the Transportation Master Plan schematic design (including any areas necessary for required slope or drainage easements). The Developer will convey the reserved right of way, free of restrictions, based on the final design and at no cost to the City, or another agency designated by the City, upon (i) approval of the first phase of the subdivision construction plans for the Property or (ii) within thirty (30) days of the written request from the City, whichever is earlier. No structures shall be placed within the reserved right-of-way that impede or negate the intended use. The Parties agree that the roadway realignment is an integral part of the City's roadway plan and the City would not have agreed to the Transportation Mitigation but for to include the roadway realignment and the dedication of right-of-way to the City.

(b) Prior to the Final Plat recordation containing the 134th single family lot, the Developer shall provide payment in full for mitigations associated with the approved TIA and as further described on Exhibit "B", which is attached hereto and incorporated herein for all purposes (the "Transportation Mitigation Payment").

(c) Concurrently with the development of first phase of the Property (and prior to approval of a Final Plat on the second phase of the Property), the Developer shall construct the improvements described on Exhibit "B" as "Gregg Lane at Roadway 1" and "Gregg Lane at Roadway 2".

(d) Concurrently with the development of the approximately 2.5 acres commercial tract located along Gregg Lane as depicted on Exhibit "C" (the "Commercial Tract"), the owner of the Commercial Tract shall construct the improvements described on Exhibit "B" as "Gregg Lane at Commercial Driveway 1".

(e) Real property interests shall be conveyed or dedicated pursuant to this Agreement in a form and at a time determined by the City and must be free from any encumbrances, conditions, restrictions, rights, or interests, which may, in the reasonable opinion of the City Attorney, materially, or adversely affect the City's ability to use the right-of-way or easements for their intended purpose.

(4) Amendments and/or Supplements. If the Developer submits a Final Plat(s) for a portion of a phase of the Property or if the Preliminary Plat for the Property is revised and approved, the City and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvement of the transportation network.

(5) Indemnification. The City and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Developer from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Developer under the terms of this Agreement.

(6) General Provisions.

(a) Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, heirs, successors and assigns.

(b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual single-family lots in a phase of the subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the City.

(c) Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and executed by the City and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE CITY COUNCIL.

(d) Assignment by the Developer. The rights, duties, and responsibilities of the Developer may be assigned only with the consent of the City Council, which will not be unreasonably withheld or unduly delayed.

(e) Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior agreements relating to such subject matter 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. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

(f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

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

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

DEVELOPER: Greg Lane Dev, LLC
c/o Ashton Gray Development
Attn: Mark Janik, Travis Janik
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

Copy to: Metcalfe Wolff Stuart & Williams LLP
Attn: Talley J. Willaims
221 West 6th Street, Suite 1300
Austin, Texas 78701

The Parties may from time-to-time change their respective addresses by written notice to the other party.

(g) 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. 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.

(h) No Third-Party Beneficiary Rights. 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 Developer.

(i) Signatory Warranty. The signatories to this Agreement warrant that each has the full legal authority to enter into, execute and deliver this Agreement on behalf of the organization for which such signatory has executed 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.

(j) No Waiver. Neither City's nor Developer's execution of this Agreement shall (a) constitute a waiver of any of its rights and remedies at law; or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

(k) Captions. The captions preceding the text of each section and paragraph hereof, if any, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

(l) 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.

(m) Applicable Law and Venue. This Agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

(n) Severability. If any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Agreement.

(o) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

(p) 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, Developer represents that neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (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.

(q) 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, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(r) Anti-Boycott Verification – Energy Companies. The Developer 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).

(s) Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer 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.

(t) Multiple 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.

(u) Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description
Exhibit B – Transportation Mitigation
Exhibit C – Commercial Tract

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals as of the Effective Date first above written.

CITY:
CITY OF MANOR, TEXAS,
a Texas home rule municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

ATTEST:

By: _____
Lluvia T. Almaraz, City Secretary

ACKNOWLEDGMENT

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 that corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Gregg Lane Dev., LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on this _____ day of _____, 2024 by _____ of Gregg Lane Dev., LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

After Recording Return To:
City of Manor, Texas
Attn: City Secretary
105 E. Eggleston Street
Manor, Texas 78653

EXHIBIT "A"

Property Description



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-500-0943

3500 McCall Lane
Austin, Texas 78744

30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

1662-001-30.580 AC

7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

1662-001-30.580 AC

30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

1662-001-30.580 AC

THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: 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).

Attachments: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



1662-001-30.580 AC



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

59.765 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

1662-001-59.765 ACS

6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°38'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

1662-001-59.765 ACS

- 29. North 28°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 38°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interbr corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: 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).

Attachments: Drawing 1662-001-59765ac

Paul J. Flugel 1-18-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



1662-001-59.765 ACS

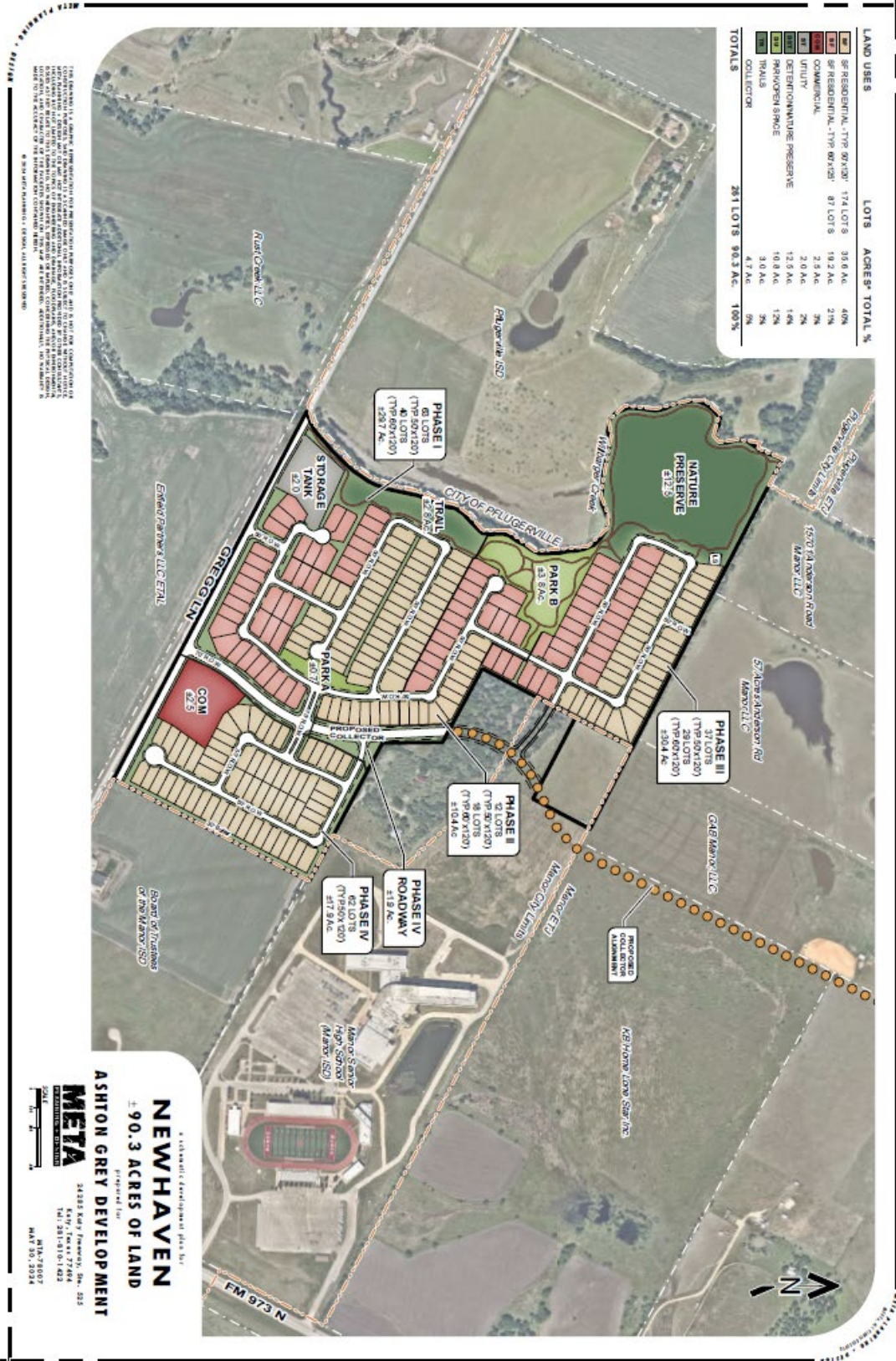


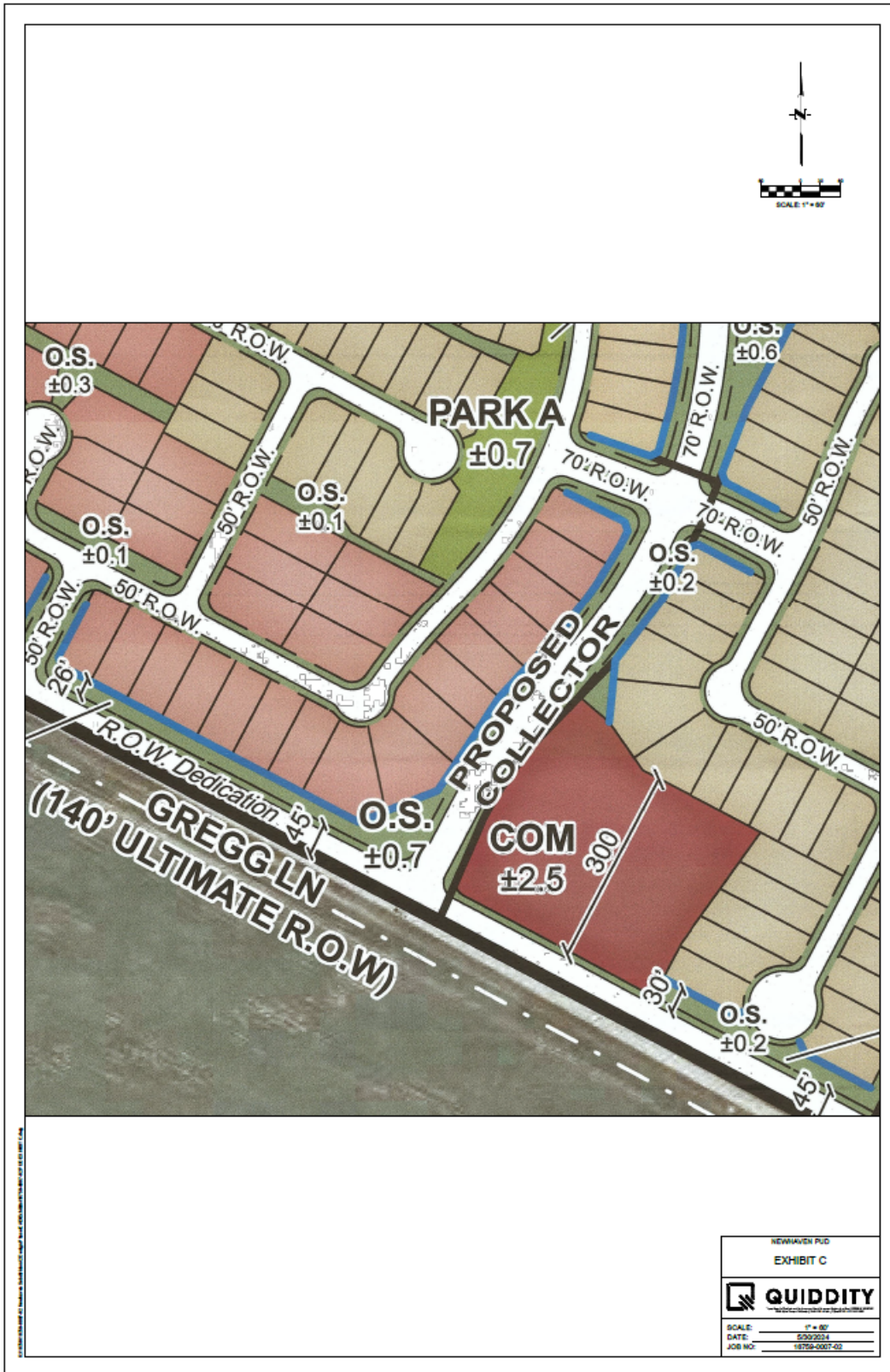
EXHIBIT "B" Transportation Mitigation

Location	Improvement	Project Cost	Inflation Adjustment ¹	Total Cost	Estimate Basis	Movement	Calculated Pro-Rata Share (MAX AM/PM %)	Pro-Rata Cost
FM 973 at Gregg Lane	Install traffic signal **	\$ 375,000	103.44%	\$ 387,900	Wolf Manor TIA	All Movements at Intersection	7.0%	\$ 27,153
	Install 500' eastbound right turn lane **	\$ 170,455	103.44%	\$ 176,319	Wolf Manor TIA	Eastbound Right	17.0%	\$ 29,974
	Traffic signal timing modifications	\$ 5,000	103.44%	\$ 5,172		-	100.0%	\$ 5,172
Fuchs Grove Road at Gregg Lane	Install traffic signal **	\$ 306,878	103.44%	\$ 317,435	Gregg Manor TIA	All Movements at Intersection	14.0%	\$ 44,441
	Install 600' southbound left turn lane	\$ 193,000	103.44%	\$ 199,639	See Appendix L	Southbound Left	20.5%	\$ 40,926
	Install 525' westbound right turn lane	\$ 171,000	103.44%	\$ 176,882	See Appendix L	All Movements at Intersection	14.0%	\$ 24,764
	Traffic signal timing modifications	\$ 5,000	103.44%	\$ 5,172		-	100.0%	\$ 5,172
Fuchs Grove Road at Gregg Manor Road	Install traffic signal **	\$ 302,000	103.44%	\$ 312,389	Gregg Manor TIA	All Movements at Intersection	9.5%	\$ 29,677
	Install 200' southbound right turn lane**	\$ 101,104	103.44%	\$ 104,582	Gregg Manor TIA	Southbound Right	21.5%	\$ 22,485
	Traffic signal timing modifications	\$ 5,000	103.44%	\$ 5,172		-	100.0%	\$ 5,172
Gregg Lane	Widen to 1-34E (Fuchs Grove Road to Roadway 1)	\$ 1,012,741	103.44%	\$ 1,047,579	See Appendix L	Two-way Volume	16.0%	\$ 167,613
	Widen to 1-34E (Roadway 1 to FM 973)	\$ 913,127	103.44%	\$ 944,539	See Appendix L	Two-way Volume	22.0%	\$ 207,799
	ROW Dedication for MAD6				Not Applicable			
Total:								\$ 610,346.82

¹ Based on ENR annual average construction cost index for November 2012 and November 2022 (3.44% annual inflation rate until Build Out in 2023)

** Proposed in background TIA (Background TIA's cost estimate used)

EXHIBIT "C" Commercial Tract





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 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 14704 US Hwy 290 Project.

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 proposed development of a mixed use project located at 14704 US Hwy 290. The developer is proposing commercial on the front of the property fronting Hwy 290 and is exploring options for development of the back part of the property.

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 14704 US Hwy 290 Project 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
14704 US HWY 290 PROJECT**

THIS DEPOSIT AGREEMENT FOR THE PROPOSED WATER SERVICE TRANSFER FOR THE 14704 US HWY 290 PROJECT (this “Agreement”) is made and entered into as of May ____, 2024 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **14704 Hwy 290 LLC**, a Texas Limited Liability Company (including its Designated Successors and Assigns, 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 50-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

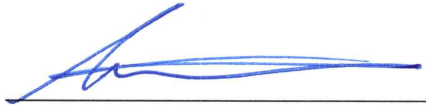
By: _____
Scott Moore, City Manager

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

[CITY SEAL]

14704 HWY 290 LLC
a Texas Limited Liability Company_

By:  _____
Name: Steven Cupit _____
Title: Partner _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

Okra Land Incorporated (“Developer”) is constructing a residential subdivision (“Okra Development”) along with a lift station that will be conveyed to the City upon completion. However, under a separate development agreement, another developer adjacent to the Okra Development is constructing the water line that will serve water to the lift station. The Developer is requesting that the City grant its consent for water to be provided by Wilbarger Creek MUD No. 1 to provide water temporarily to the lift station until the water line is constructed. The attached resolution is requested by the MUD in order to proceed with providing water service to the Okra Development. City staff is in support of temporarily granting consent for the MUD to provide water service for the lift station.

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

- Resolution No. 2024-18
- Deposit Agreement

STAFF RECOMMENDATION:

The City Staff recommends 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.

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

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.

WHEREAS, the City of Manor, Texas (the “City”) is the service provider of water and wastewater for areas within its corporate limits; and

WHEREAS, the Wilbarger Creek Municipal Utility District No. 1 (the “MUD”) is a service provider of water and wastewater within the boundaries of the MUD; and

WHEREAS, a tract of land consisting of approximately 136.342 acres is located within the corporate limits of the City as more particularly described and depicted on Exhibit “A” attached hereto (the “**Property**”); and

WHEREAS, the owner of the Property desires to have the Property temporarily served water by the MUD; and

WHEREAS, the MUD is not opposed to temporarily serving water to the Property; and

WHEREAS, City Council of the City of Manor, Texas (the “**City Council**”) has determined that it is in the best interest of the City to have the development of the Property proceed by the MUD temporarily serving water to the Property.

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

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

SECTION 2. The City Council hereby grants consent to the Wilbarger Creek Municipal Utility District No. 1 to temporarily serve water to the Property in accordance with Section 49.215(a) of the Texas Water Code.

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

PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 5th day of June 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

Exhibit "A"
Property



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Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

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;



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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;



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- 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.

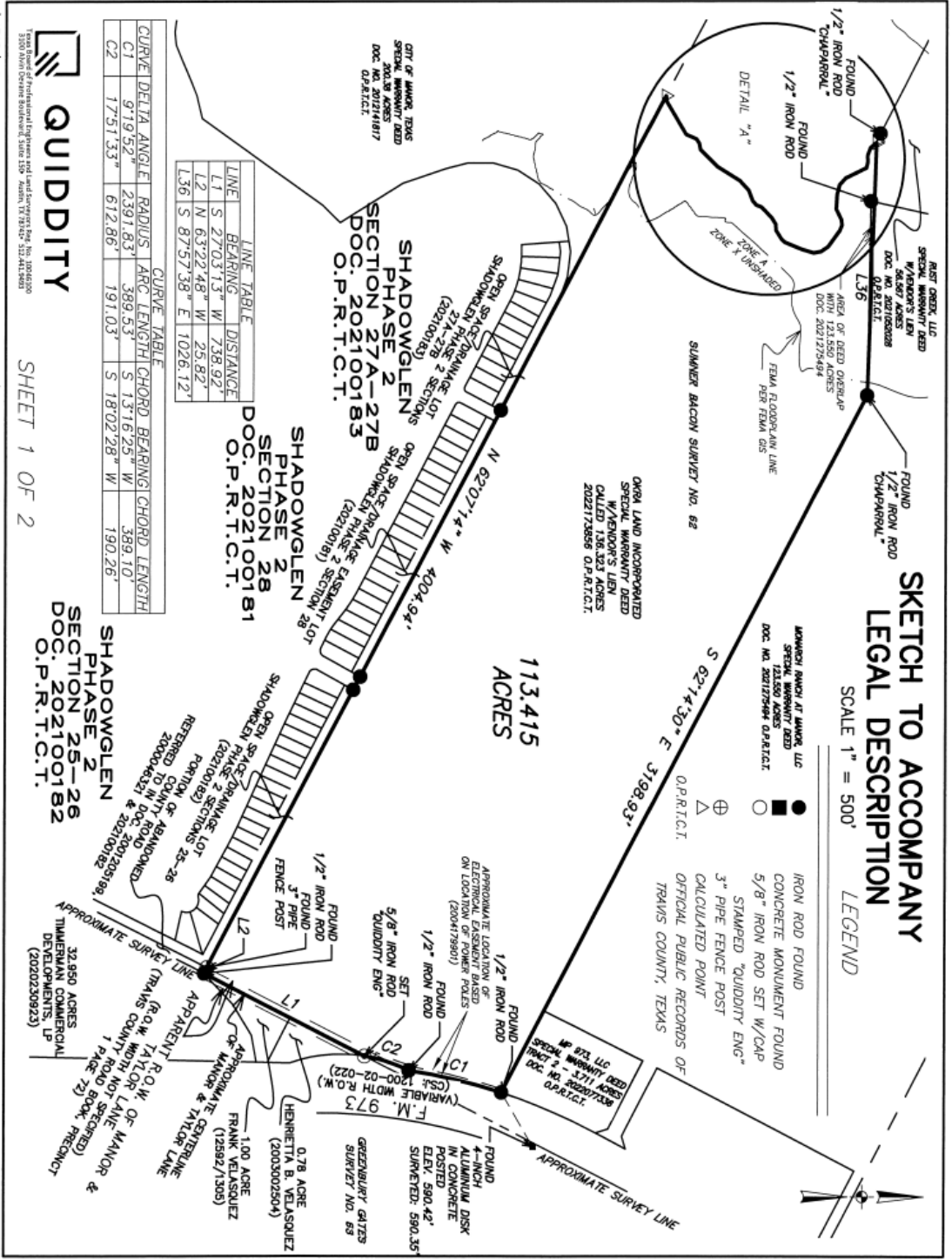
Rex L. Hackett
Registered Professional Land Surveyor No. 5573
Email: rhackett@quiddity.com

2-6-2023
Date



Geographic ID: 0242600204
TCAD Property ID: 248031
Map: T31, U31

K:\17834\17834-0001-01 Wellpice Tract - Preliminary & Survey\1 Surveying Phase\CAD Files\Working Dwg\17834-0001-01 Primary.dwg
 R/LH/cash
 JOB # 17834-0001-01



Trans-Action Professional Engineers and Land Surveyors, Inc. No. 1004290
 3100 Alton Osborn Boulevard, Suite 150 Austin, TX 78742-5241 TX0403

SHEET 1 OF 2

SECTION 25-26
 PHASE 2
 DOC. 202100182
 O.P.R.T.C.T.

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	9°19'52"	2391.83'	S 13°16'25" W 389.10'
C2	17°51'33"	612.66'	S 18°02'28" W 190.26'

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S 27°03'13" W	738.92'	
L2	N 63°22'48" W	25.82'	
L3	S 87°57'38" E	1026.12'	

**SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION**

SCALE 1" = 500'

LEGEND

- IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- 5/8" IRON ROD SET W/CAP
- ⊕ STAMPED "QUIDDITY ENG"
- ⊕ 3" PIPE FENCE POST
- ⊕ CALCULATED POINT
- ⊕ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

113.415
 ACRES

SHADOWGLEN
 PHASE 2
 SECTION 27A-27B
 DOC. 202100183
 O.P.R.T.C.T.

SHADOWGLEN
 PHASE 2
 SECTION 28
 DOC. 202100181
 O.P.R.T.C.T.

SHADOWGLEN
 PHASE 25-26
 DOC. 202100182
 O.P.R.T.C.T.

32.950 ACRES
 TIMBERMAN COMMERCIAL
 DEVELOPMENTS, LP
 (2020230923)

APPROXIMATE SURVEY LINE
 (R.O.W. WITHIN 100' OF MANOR & TAYLOR LANE)
 TAYLOR LANE
 (R.O.W. WITHIN 100' OF MANOR & TAYLOR LANE)
 MANOR & TAYLOR LANE

0.78 ACRE
 HENRIETTA B. DELASQUEZ
 (2003002304)

1.00 ACRE
 FRANK DELASQUEZ
 (12892/1505)

FOUND
 4-INCH ALUMINUM DISK IN CONCRETE
 ELEV. 590.42'
 SURVEYED: 590.35'

FOUND
 GREENGLASS GAZES SURVEY NO. 69

FOUND
 1/2" IRON ROD
 APPROXIMATE LOCATION OF ELECTRICAL EASEMENT BASED ON LOCATION OF POWER POLES (2004178901)

FOUND
 1/2" IRON ROD
 SET
 5/8" IRON ROD
 QUIDDITY ENG

FOUND
 3" PIPE FENCE POST
 QUIDDITY ENG

FOUND
 1/2" IRON ROD
 CHAMPARRO

FOUND
 1/2" IRON ROD
 CHAMPARRO

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 1/2" IRON ROD
 CHAMPARRO

FOUND
 1/2" IRON ROD
 CHAMPARRO



3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING a 22.927-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 22.927-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 with cap stamped "Chaparral" found on the southeastern line of a 350.759-acre tract of land as described in a Special Warranty Deed to Meritage Homes of Texas, LLC recorded in Document No. 2020148949 of the Official Public Records of Travis County, Texas for the southwestern corner of the said 136.342-acre tract, the northwestern corner 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, for the southwestern corner of this herein described tract;

THENCE: North 27°13'30" East a distance of 837.25 feet along the westernmost line of the said 136.342-acre tract, an eastern line of the said 350.759-acre tract, and continuing along a southeastern line of a 157.945-acre tract of land as described in a Warranty Deed to Kermit R. & Emmagene Weiss recorded in Volume 12467, Page 177 of the Real Property Records of Travis County, Texas to a 1/2-inch iron rod found for the northwestern corner of said 350.759-acre tract, for a corner of the said 157.945-acre tract, on a southwestern 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 62°47'00" East along a northeastern line of said 136.342-acre tract, a southwestern line of said 56.567-acre tract, at a distance of 738.67 feet pass a 1/2-inch iron rod with cap stamped "Chaparral" found on the common line of said 136.342-acre tract and said 56.567-acre tract, a distance in all of 772.64 feet to a calculated corner for a corner of said 136.342-acre tract and said 56.567-acre tract, for a corner of this herein described tract;

THENCE: South 87°57'38" East a distance of 7.52 feet continuing along a northern line of said 136.342-acre tract, a southern line of the said 56.567-acre tract to a calculated point of the approximate center line of Wilbarger Creek, for the northeastern corner of this herein described tract;

THENCE: Across said 136.342-acre tract, along the meanders of an approximate centerline of Wilbarger Creek with the following courses and distances:

1. South 05°54'22" East a distance of 2.49 feet to a calculated point;
2. South 41°33'10" East a distance of 30.63 feet to a calculated point;
3. South 69°33'00" East a distance of 32.80 feet to a calculated point;
4. North 87°47'48" East a distance of 27.11 feet to a calculated point;
5. South 75°22'45" East a distance of 24.76 feet to a calculated point;
6. South 25°51'28" East a distance of 94.35 feet to a calculated point;
7. South 48°21'59" East a distance of 37.63 feet to a calculated point;
8. South 74°52'32" East a distance of 39.93 feet to a calculated point;



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www.quiddity.com

- 9. South 87°00'48" East a distance of 59.98 feet to a calculated point;
- 10. North 63°59'48" East a distance of 47.52 feet to a calculated point;
- 11. South 83°12'38" East a distance of 22.03 feet to a calculated point;
- 12. South 68°52'29" East a distance of 24.57 feet to a calculated point;
- 13. South 54°01'40" East a distance of 79.81 feet to a calculated point;
- 14. South 34°09'35" East a distance of 35.25 feet to a calculated point;
- 15. South 12°04'54" East a distance of 29.48 feet to a calculated point;
- 16. South 16°45'20" West a distance of 52.54 feet to a calculated point;
- 17. South 22°29'47" West a distance of 74.42 feet to a calculated point;
- 18. South 43°31'54" West a distance of 19.16 feet to a calculated point;
- 19. South 58°23'32" West a distance of 42.40 feet to a calculated point;
- 20. South 88°18'54" West a distance of 23.62 feet to a calculated point;
- 21. South 58°23'35" West a distance of 31.80 feet to a calculated point;
- 22. South 44°59'59" West a distance of 60.89 feet to a calculated point;
- 23. South 21°26'53" West a distance of 20.89 feet to a calculated point;
- 24. South 48°39'08" West a distance of 23.13 feet to a calculated point;
- 25. South 69°08'44" West a distance of 46.82 feet to a calculated point;
- 26. South 46°36'22" West a distance of 52.57 feet to a calculated point;
- 27. South 31°43'45" West a distance of 106.97 feet to a calculated point;
- 28. South 45°17'07" West a distance of 98.71 feet to a calculated point;
- 29. South 79°17'12" West a distance of 26.15 feet to a calculated point;
- 30. South 55°47'03" West a distance of 21.00 feet to a calculated point;
- 31. South 24°13'41" West a distance of 45.69 feet to a calculated point;
- 32. South 59°31'17" West a distance of 154.72 feet to a calculated point;
- 33. South 81°31'45" West a distance of 24.47 feet to a calculated point on the southwestern line of the said 136.342-acre tract and the northeastern line of the said 200.38-acre tract, for the southeastern corner of this herein described tract;

THENCE: North 62°07'14" West a distance of 1002.75 feet along the southwestern line of the said 136.342-acre tract, the northeastern line of the said 200.38-acre tract to the POINT OF BEGINNING and CONTAINING an area of 22.927-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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

Ms. Hardeman has submitted her resignation from the P&Z Commission and CIF Committee. The term of office for Place No. 3 will expire in January 2025.

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

- Resignation Email

STAFF RECOMMENDATION:

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

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

From: Cresandra Hardeman ·
Sent: Thursday, May 16, 2024 11:38 AM
To: Mandy Miller <mmiller@manortx.gov>
Cc: Scott Dunlop <sdunlop@manortx.gov>
Subject: Resignation - Cresandra Hardeman P&Z/CIF Committee

Good morning Scott and Mandy,

First of all, I apologize that my initial email did not come through (still not understanding how that happened) that I sent on March 13th.

I am formally submitting to resign from my position on the P&Z Place 3 and CIF committee. Due to personal reasons I am no longer able to fulfill my duties to the committee. I appreciate working with you both and the other members during my time. I hope that things continue to move Manor forward and grow community resources and relationships. Please contact me with any additional items or questions.

Cresandra Hardeaman



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: June 5, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City of Manor will be closed on June 19, 2024, for the federal holiday. There will be a Juneteenth Celebration at Timmermann Park, 12616 Kimmer Run, from 12:00 p.m. to 8 p.m.

The City Council can set Monday, June 17, at 7:00 p.m. as a Called Special Session for the second meeting date for June.

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

STAFF RECOMMENDATION:

The city staff recommends 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.

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