



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, May 01, 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.** ManorPaloosa, May 3- 4, 2024, at 15317 US Hwy 290 E.
Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

PROCLAMATIONS

- A.** Declaring the week of May 12 - 18, 2024, as *“Police Week”*
- B.** Declaring the week of May 19 - 25, 2024, as *“Public Works Week”*
- C.** Declaring the week of May 5 - 11, 2024, as *“Municipal Clerks Week”*

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 the levying of assessments in Improvement Area #4 of the Manor Heights Public Improvement District.**
Submitted by: Scott Dunlop, Development Services Director

- 2. Conduct a Public Hearing on the issuance of Improvement Area #4 Bonds for the Manor Heights Public Improvement District.**
Submitted by: Scott Dunlop, Development Services Director

CONSENT AGENDA

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

- 3. Consideration, discussion, and possible action to approve the City Council Minutes.**
Submitted by: Lluvia T. Almaraz, City Secretary
 - April 16, 2024, City Council Workshop; and
 - April 16, 2024, City Council Regular Meeting

- 4. Consideration, discussion, and possible action on a Water Utility Easement for Lot 8, Block A, Manor Crossing Subdivision.**
Submitted by: Scott Dunlop, Development Services Director

- 5. Consideration, discussion, and possible action on a Sidewalk Easement for Lot 8, Block A, Manor Crossing Subdivision.**
Submitted by: Scott Dunlop, Development Services Director

REGULAR AGENDA

- 6.** Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Making a Finding of Special Benefit to the Property in Improvement Area #4 of the Manor Heights Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in Improvement Area #4 of the District; Approving an Assessment Roll for Improvement Area #4 of the District; Levying Assessments against Property within Improvement Area #4 of the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within Improvement Area #4 of the District; Approving an Amended and Restated Service and Assessment Plan; Providing for Related Matters in Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability.
Submitted by: Scott Dunlop, Development Services Director
- 7.** Consideration, discussion, and possible action on an Ordinance of the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project); Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement, and Other Agreements and Documents in Connection Therewith; Making Findings with Respect to the Issuance of Such Bonds; and Providing an Effective Date.
Submitted by: Scott Dunlop, Development Services Director
- 8.** Consideration, discussion, and possible action on the confirmation, ratification, and approval of a deposit agreement with Las Entradas Development Corporation related to the Las Entradas Public Improvement District (PID).
Submitted by: Scott Moore, City Manager
- 9.** Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas, commencing the annexation of a road right-of-way 1.222 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, setting a schedule for annexation, and providing for open meetings and other related matters.
Submitted by: Scott Dunlop, Development Services Director
- 10.** Consideration, discussion, and possible action on selecting an appraiser for the Mustang Valley Public Improvement District (PID) Improvement Area No. 1.
Submitted by: Scott Dunlop, Development Services Director
- 11.** Consideration, discussion, and possible action on an Ordinance amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of the City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures with the Updated Plan Provisions.
Submitted by: Scott Moore, City Manager

- 12. Consideration, discussion, and possible action on a Service Agreement with Hunden Partners to provide a feasibility study and services described in the proposal submitted in response to the City’s RFP for a Mixed-Use Sports/Entertainment Development Feasibility Study for the 236-acre East Manor Development No. 1 property.**

Submitted by: Scott Jones, Economic Development Director

- 13. Consideration, discussion, and possible action on the allocation of City Funds for ManorPalooza Expenses.**

Submitted by: Scott Moore, City Manager

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

Submitted by: Scott Moore, City Manager

EXECUTIVE SESSION

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

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

- Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD; and

- Sections 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legislation related to ETJ Releases.

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, April 26, 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

4TH ANNUAL MANORPALOOZA



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

MAY 3RD
5PM-10PM

MAY 4TH
11AM-11PM



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

ENTERTAINMENT LINEUP

MAY 3RD

Elvis Presley show by David Allen
Taylor Swift show by Julia Hill

6:30 PM
8:45 PM

MAY 4TH

Gordon Collier Band
Magic Show by Magician Adam Stone
Cheap Sunglasses
Sausage Eating Contest
Selena show by Amanda Solis
Fireworks Show

11:15 AM
1:00 PM
2:30 PM
5:00 PM
7:30 PM
9:30 PM



SPONSORED BY:



THE GRAND LADY





PROCLAMATION

Recognizing National Police Week 2024 and honoring the service and sacrifice of those law enforcement officers killed in the line of duty while protecting U.S. communities and safeguarding our democracy.

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including all dedicated *MANOR PEACE OFFICERS*; and

WHEREAS, since the first recorded line of duty death in 1786, more than 26,600 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty. Currently there are 23,785 names engraved on the walls of the National Law Enforcement Officers Memorial; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C; and

WHEREAS, 282 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including officers killed in 2023, and 146 officers killed in previous years; and

WHEREAS, of the 136 officers killed in 2023 on average left behind two children; and

WHEREAS, 11 of the 136 officers killed in 2023 were from Texas, which accounts for 8% of officer line of duty deaths, and the second highest in the nation with the most officer fatalities

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Annual Candlelight Vigil, on the evening of May 13, 2024, in the Nation's Capital.

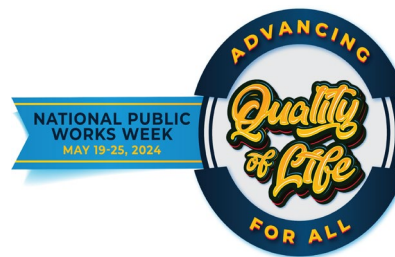
NOW, THEREFORE, I, Dr. Christopher Harvey, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 12-18, 2024, as:

“POLICE WEEK”

in *THE CITY OF MANOR*, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

PROCLAIMED this the 1st day of May 2024

Dr. Christopher Harvey, Mayor
City of Manor



PROCLAMATION

Whereas, Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable resilient communities and the public health, high quality of life, and well-being of the people of the City of Manor; and

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are water and wastewater operators, utility, street employees, and management at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, streets, parks maintenance and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for citizens, civic leaders, and children in the City of Manor to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities.

Now, Therefore, I Dr. Christopher Harvey, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 19-25, 2024, as:

“Public Works Week”

in the City of Manor and I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, water and wastewater operators, utility, streets, parks maintenance employees and management to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 1st day of May 2024.

Dr. Christopher Harvey, Mayor
City of Manor



Proclamation

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

Whereas, The Office of the City Secretary, a time-honored and vital part of local government exists throughout the world, and

Whereas, The Office of the City Secretary is the oldest among public servants, and provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

Whereas, The City Secretary serves as the information center on functions of local government and community, and

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the City Secretary through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the City Secretary.

Now, therefore, I, Dr. Christopher Harvey, Mayor of the City of Manor, and on behalf of the Manor City Council, do hereby proclaim the week of May 5 - May 11, 2024, as:

“Municipal Clerks Week”

and further extend appreciation to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Proclaimed this the 1st day of May 2024.

*Dr. Christopher Harvey, Mayor
City of Manor*



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

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

BACKGROUND/SUMMARY:

This item relates to Agenda Item No. 6 approving an ordinance for the levy of assessments in Improvement Area #4.

The notice of public hearing for the levy of assessments was published in the *Manor Journal* on April 19, 2024, and was mailed to all property owners in Improvement Area #4 of the District on April 18, 2024, both of which met the statutory requirement of publication and mailing of notices by the 11th day before the public hearing.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: No

STAFF RECOMMENDATION:

The city staff recommends that the City Council conduct a public hearing for the levying of assessments in Improvement Area #4 of Manor Heights Public Improvement District.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

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

BACKGROUND/SUMMARY:

This item relates to Agenda Item No. 7 approving an ordinance for the issuance of Improvement Area #4 Bonds.

The notice of a public hearing on the issuance of the Bonds was published in the Manor Journal on April 19, 2024, per City Charter requirements.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: No

STAFF RECOMMENDATION:

The city staff recommends that the City council conduct a public hearing on the issuance of the City of Manor, Texas Special Assessment Revenue Bonds (Manor Heights Public Improvement District Improvement Area #4 Project).

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- April 16, 2024, City Council Workshop; and
- April 16, 2024, City Council Regular Meeting

BACKGROUND/SUMMARY:

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

- April 16, 2024, City Council Workshop Minutes; and
- April 16, 2024, City Council Regular Meeting Minutes

STAFF RECOMMENDATION:

The city staff recommends approval of the City Council Meeting minutes as presented.

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



**CITY COUNCIL
WORKSHOP SESSION MINUTES
APRIL 17, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

- Scott Moore, City Manager
- Scott Dunlop, Development Services Director
- Ryan Phipps, Chief of Police
- Yalondra Valderrama-Santana, Heritage and Tourism Manager
- Chasem Creed, IT Specialist

WORKSHOP SESSION – 5:30 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 5:39 p.m. on Wednesday, April 17, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. Dalfen Industrial - Manor Downs Industrial Park Annexation and Development

Tyler McElroy with Dalfen Industrial introduced himself and gave a brief summary of Dalfen Industrial’s history. He presented the attached PowerPoint presentation.

Topic of discussion:

- Site Plan
- City of Manor Boundaries
- Proposed Howard Lane Extension

City Council Workshop Minutes
April 17, 2024

- Proposed Future Community Area
- Annexation LOI Terms
- Dalfen Industrial Overview
- Dalfen’s History
- Dalfen’s Executive Team
- Dalfen’s Competitive Advantage

A discussion was held regarding the development of different phases.

A discussion was held regarding the name of the site development.

There was no further discussion, and no action was taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 6:00 p.m. on Wednesday, May 1, 2024.

The Manor City Council approved these minutes on May 1, 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Manor Downs Industrial Park Annexation into the City of Manor

Dalfen
INDUSTRIAL



Site Plan

Dalfen Industrial is proposing the annexation of 1,247,560 SF of industrial space, across 6 buildings, into the City of Manor



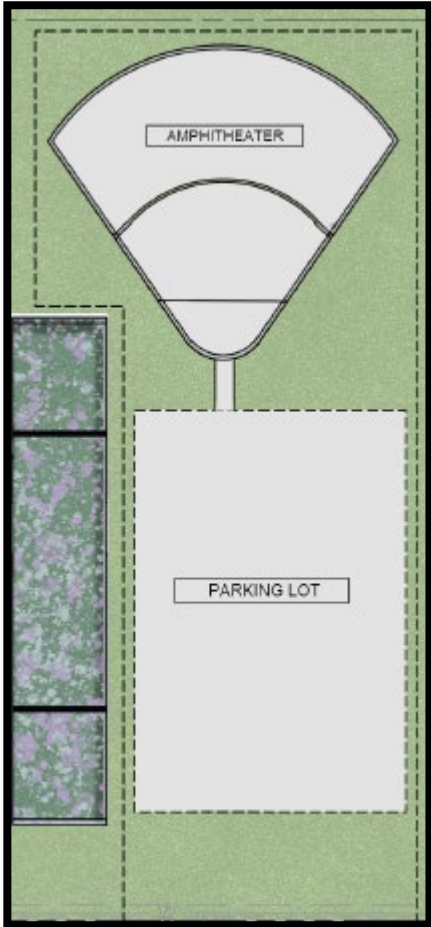
City of Manor Boundaries



Proposed Howard Lane Extension



Proposed Future Community Area (to be developed by City of Manor)



Annexation LOI Terms

1. **Taxes Abatement** – The City will review a tax abatement for the property once the results of the Economic Impact Study are available.
2. **Wetland/Environmental Features** – The City will acknowledge that it has reviewed the environmental report (the “Bowman Report”) provided by Bowman Consultants and accepts the findings of The Bowman Report. The City will acknowledge there are no other environmental features that will affect permitting or the development other than those defined in the Bowman Report.
3. **Cut/Fill** – The City will acknowledge there are no restrictions to the amount of cut/fill required to develop the site.
4. **Floodplain** – The City will acknowledge that there is no active floodplain on the property as defined in the FEMA flood maps.
5. **TIA** – The City will acknowledge that a TIA is not necessary given the amount of road improvements included by the Property. The City agrees to allow the Owner to dedicate the North-South connector road to the city after completion and acceptance of the road.
6. **Sewer** – The City will, in the event that the Property is released/removed from the City of Austin wastewater service area, provide wastewater through the City as defined in the feasibility study (the “Feasibility Study”).
7. **Permit Review** – The City will expedite permit review for the project and agree to provide approval to begin grading no later than 90 days after approval of the Annexation.

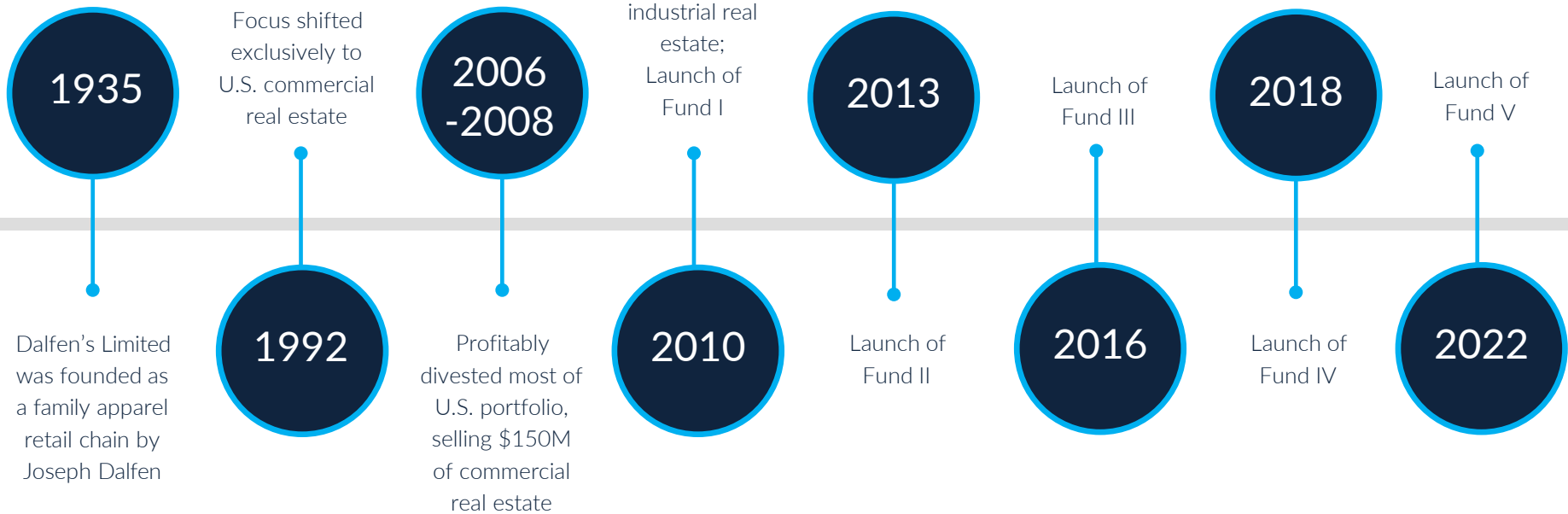


Dalfen Industrial Overview



Dalfen's History

Founded as a family apparel retail chain in the 1930s and has been exclusively focused on industrial real estate since 2010



Seasoned Management Team

Fully Vertically Integrated Platform with 85+ Employees Nationwide

Dalfen's Executive Team¹



Murray Dalfen
Chairman



Sean Dalfen
CEO



Fred Tkalec
CFO



Max Gagliardi
CIO



Mariam Ghoul
MD, HR
& Operations



Joseph Walker
General Counsel
& CCO



Shelly Drakes
EVP, Property
Management



Mike Cohen
Head of
Acquisitions



Christine Moore
Head of
Leasing



Alex Steele
SMD,
Sales

Overseeing dedicated in-house teams across disciplines¹



23
Accounting /
Finance
Professionals



15
Asset / Property
Management
Professionals



5
Capital Markets
Professionals



17
Acquisition/
Development
Professionals



8
Administrative
and HR
Professionals



2
Legal
Professionals

**11 Offices Across
North America**

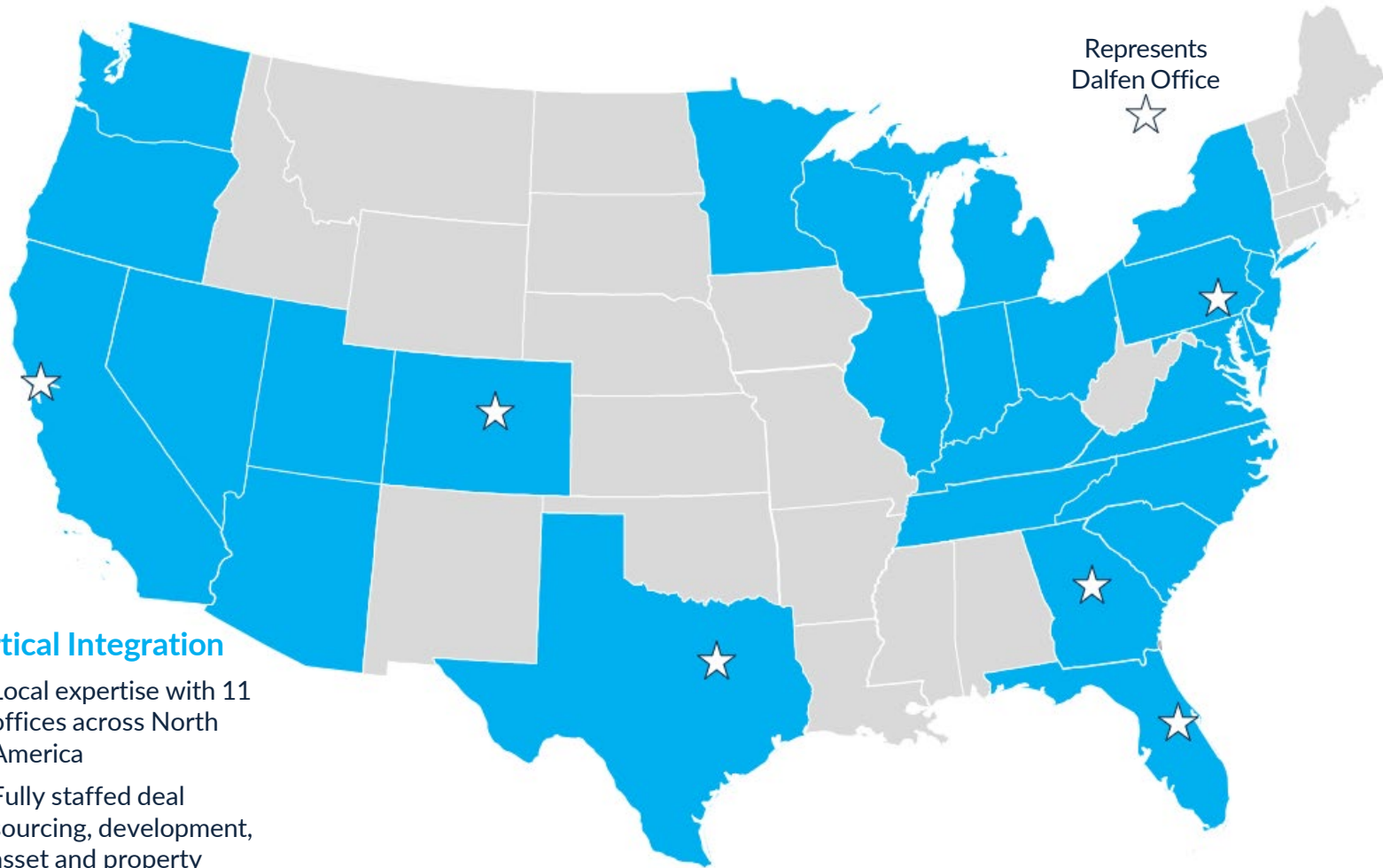
**87+
Employees**

**~Exec. Tenure
12 Years²**

**~\$4 Billion
AUM³**

**~55M SF
Invested Across
Dalfen Platform⁴**

Dalfen's Competitive Advantage



Vertical Integration

- ✓ Local expertise with 11 offices across North America
- ✓ Fully staffed deal sourcing, development, asset and property management capabilities across the country

The Following Tenants are Clients of Dalfen Industrial





DALLAS | MONTREAL | DENVER | ORLANDO | ATLANTA | BAY AREA
AUSTIN | CHICAGO | CINCINNATI | PHILADELPHIA

WWW.DALFEN.COM

IR@DALFEN.COM



**CITY COUNCIL
REGULAR SESSION MINUTES
APRIL 17, 2024**

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

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Denver Collins, Assistant Chief of Police
Scott Dunlop, Development Services Director
Matthew Woodard, Public Works Director
Sofi Duran, Court Administrator
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Veronica Rivera, Assistant City Attorney
Gregory Miller, Public Finance Counsel
Christina M. Lane, Finance Consultant
Pauline Gray, P.E, City Engineer
Tyler Shows, EIT, City Engineer Associate
Chasem Creed, IT Technician

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:05 p.m. on Wednesday, April 17, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and his opposition to Agenda Items No. 7, 11, 12, 14, 16, 17, 18 and 23.

No one else appeared at this time.

REPORTS

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

- A. Budget Committee**
- B. Public Improvement District Committee**
- C. Park Committee – Park Plan Update**
- D. Public Tree Advisory Board**
- E. Economic Development Committee**
- F. Capital Improvement Committee**
- G. Community Collaborative Committee**
- H. HealthCare Committee – Bristol Myers Update**
- I. Emergency Management Committee**
- J. Public Safety Committee**

Gandolf Burrus, President of Grant Development Services Inc. presented the attached PowerPoint presentation regarding the Park Plan Update.

Topic of Discussion:

- Park Improvements
- Park Priorities
- Skateboard facility
- Skateboard facility location
- Public Input Questionnaire
- Grant Opportunities
- Public Engagement

Dr. Chris Cervini, Vice Chancellor of Austin Community College (ACC), spoke in support of the Health Care initiative with Black Men’s Health Clinic. He also announced that ACC had approved the free tuition for Manor ISD graduates.

Dr. Estreall Barrera, Associate Dean for Health Services, and Nina Almasy, RN Dean, were both present in support of the Black Men’s Health Clinic initiative.

There was no discussion or action taken.

PUBLIC HEARINGS

- 1. Conduct a public hearing on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.**

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

Mayor Harvey opened the Public Hearing.

Development Services Director Dunlop discussed the proposed annexation.

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

There was no further discussion.

Motion to close carried 7-0

- 2. Conduct a public hearing on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2). Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe**

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

Mayor Harvey opened the Public Hearing.

Robert Battaile, 502 E. Eggleston St. Unit A, Manor, Texas, submitted a speaker card and discussed his concerns with the proposed rezoning request.

Mirza Tahir Baig, PSCE, Inc., 2205 W. Parmer Lane, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the proposed rezoning request.

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

There was no further discussion.

Motion to close carried 7-0

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

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

Mayor Harvey opened the Public Hearing.

Mirza Tahir Baig, PSCE, Inc., 2205 W. Parmer Lane, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the proposed permit request.

A discussion was held regarding P&Z Commission recommendations and concerns.

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

There was no further discussion.

Motion to close carried 7-0

4. **Conduct a public hearing on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**
Applicant: Savvy ATX Realty, LLC; Owner: Wenkai Chen

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

Mayor Harvey opened the Public Hearing.

Robert Battaile, 502 E. Eggleston St. Unit A, Manor, Texas, submitted a speaker card and discussed his concerns with the proposed rezoning request.

Development Services Director Dunlop discussed the proposed rezoning request

A discussion was held regarding P&Z Commission recommendations and concerns.

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

There was no further discussion.

Motion to close carried 6-1 (Mayor Pro Tem Emily Hill voted against)

CONSENT AGENDA

5. **Consideration, discussion, and possible action to approve the City Council Minutes of April 3, 2024, City Council Special Session.**
6. **Consideration, discussion, and possible action on accepting the March 2024 City Council Monthly Reports.**
7. **Consideration, discussion, and possible action on accepting the March 2024 Departmental Reports.**
 - **Finance – Scott Moore, City Manager**
 - **Police – Ryan Phipps, Chief of Police**
 - **Travis County ESD No. 12 – Ryan Smith, Fire Chief**
 - **Economic Development – Scott Jones, Economic Development Director**
 - **Development Services – Scott Dunlop, Development Services Director**
 - **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
 - **Municipal Court – Sofi Duran, Court Administrator**
 - **Public Works – Matt Woodard, Director of Public Works**
 - **Manor Cemetery – Nora Sanchez, MC Manager**
 - **Human Resources – Tracey Vasquez, HR Manager**
 - **IT – Phil Green, IT Director**
 - **Administration – Lluvia T. Almaraz, City Secretary**

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

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

8. Consideration, discussion, and possible action on a change order to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project.

The city staff recommended that the City Council approve Change Order No. 3 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$19,811.18 and the addition of 52 calendar days to the contract completion date for this project.

Tyler Shows, EIT, City Engineer Associate discussed the proposed change order.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve Change Order No. 3 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$19,811.18 and the addition of 52 calendar days to the contract completion date for this project.

There was no further discussion.

Motion to approve carried 7-0

9. Consideration, discussion, and possible action authorizing the purchasing of sixteen (16) automatic hydrant flushers.

The city staff recommended that the City Council approve purchasing sixteen (16) automatic hydrant flushers from Core & Main in an amount not to exceed \$38,400.00.

Mathew Woodard, Public Works Director discussed the proposed purchase of automatic hydrant flushers.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve purchasing sixteen (16) automatic hydrant flushers from Core & Main in an amount not to exceed \$38,400.00.

There was no further discussion.

Motion to approve carried 7-0

10. Consideration, discussion, and possible action on a Water Conservation Plan and a Drought Contingency Plan for the City of Manor.

The city staff recommended that the City Council direct the City Manager to make any final additions to the Water Conservation and Drought Contingency Plans for approval on May 1, 2024.

Matthew Woodard, Public Works Director discussed the current Water Conservation and Drought Contingency Plan.

He discussed the urgency of adopting a revised plan.

A discussion was held regarding establishing a rebate and education program for residents to be educated in water conservation.

Raymond Muniz, Utilities Superintendent, discussed the difference between flushers and how water could be conserved.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to direct the City Manager to make any final additions to the Water Conservation and Drought Contingency Plans for approval on May 1, 2024.

There was no further discussion.

Motion to approve carried 7-0

11. Consideration, discussion, and possible action on the allocation of Hotel Occupancy Tax (HOT) Funds for ManorPalooza Expenses.

The city staff recommended that the City Council direct the City Manager to report back in June on the final event expenditures that qualify for Hotel Occupancy Tax funds to be disbursed.

Heritage and Tourism Manager Valderrama Santana discussed the proposed expenses for ManorPalooza.

Mayor Harvey discussed his concerns regarding the allocation of HOT Funds for ManorPalooza.

A discussion was held regarding past sponsorships.

A discussion was held regarding the data collected regarding the attendance rate for 2023.

Mayor Harvey requested a list of non-participating sponsors for this year.

Assistant City Attorney Rivera advised the council on options to consider regarding the motion.

A discussion was held regarding the clarification of estimated amounts on expenses.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to direct city staff to return on May 1, 2024, and provide the council with additional funding sources.

Council Member Deja Hill asked for a HOT Fund report to be provided to the council for review.

There was no further discussion.

Motion to approve carried 7-0

12. Consideration, discussion, and possible action on a resolution authorizing the Professional Services Agreement between the City of Manor and Grant Development Services to submit an application to the Texas Parks and Wildlife Department (TPWD) grant.

The city staff recommended that the City Council approve Resolution No. 2024-11, authorizing the City Manager to execute the Professional Services Agreement with Grant Development Services in an amount not to exceed \$10,000.

Resolution No. 2024-11: A Resolution of the City Council of the City of Manor, Texas, Supporting the City of Manor's Submission of a Texas Parks and Wildlife Department Application, Authorizing the City Manager to Execute all Necessary Documentation, and Establishing an Effective Date.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve Resolution No. 2024-11, authorizing the City Manager to execute the Professional Services Agreement with Grant Development Services in an amount not to exceed \$10,000.

Assistant City Attorney Rivera stated that legal hadn't reviewed the contract and asked for an amendment motion to add the review of legal before signing.

MOTION: Upon an amended motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to add the review of the final agreement by legal staff.

There was no further discussion.

Motion to approve carried 7-0

13. First Reading: Consideration, discussion, and possible action on an Ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, including abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner, approving an agreement for the provision of services for the annexed area, making findings of fact, providing a severability clause and an effective date, and providing for open meetings and other related matters.

The city staff recommended that the City Council approve the first reading of an ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

Council Member Deja Hill removed herself from the dais.

Development Services Director Dunlop discussed the proposed annexation request.

Ordinance: An Ordinance of the City of Manor, Texas Annexing 1.273 Acres of Land, More or Less Located in Travis County, Texas Including the Abutting Streets, Roadways, and Rights-Of-Way Into the Corporate Limits of the City, at the Request of the Property Owner; Approving an Agreement for the Provision of Services for the Annexed Area; Making Findings of Fact; Providing a Severability Clause and an Effective Date; and Providing for Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve the first reading of an ordinance annexing 1.273 acres, more or less, being located in Travis County, Texas, and adjacent and contiguous to the city limits, providing for an open meeting, and other related matters.

There was no further discussion.

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

14. First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2). *Applicant: Professional StruCIVIL Engineers Inc.; Owner: Najib Wehbe*

The city staff recommended that the City Council approve the first reading of an ordinance rezoning two (2) lots on 12.627 acres, more or less, and being located at 13105 FM 1100, Manor, TX from Agricultural (A) to Medium Commercial (C-2).

Mirza Tahir Baig, PSCE, Inc., 2205 W. Parmer Lane, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Agricultural (A) and Single-Family Suburban (SF-1) to Medium Commercial (C-2); Making Findings of Fact; and Providing for Related Matters.

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

There was no further discussion.

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

15. First Reading: Consideration, discussion, and possible action on a Specific Use Permit 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 StruEngineers Inc.; Owner: Najib Wehbe*

The city staff recommended that the City Council postpone item to the May 15, 2024, regular council meeting due to P&Z Commission recommendations.

Mirza Tahir Baig, PSCE, Inc., 2205 W. Parmer Lane, Austin, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the proposed Special Use Permit and the applicant's request for postponement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to postpone the item until the May 15, 2024, regular council meeting.

There was no further discussion.

Motion to postpone carried 7-0

16. First Reading: Consideration, discussion, and possible action on an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF). *Applicant: Savvy ATX Realty, LLC; Owner: Wenkai Chen*

The city staff recommended that the City Council approve the first reading of an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

Development Services Director Dunlop discussed the proposed rezoning request.

Mirza Tahir Baig, PSCE, Inc., 2205 W. Parmer Lane, Austin, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

A discussion was held regarding the clarification of the proposed structure size.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Weir to approve the first reading of an ordinance rezoning one lot (1) lot on .23 acres, more or less, being Lot 6A, Block 1, Town of Manor, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

Development Services Director Dunlop clarified that no feedback had been received from residents.

There was no further discussion.

**Motion to approve failed 4-3
(Council Member Deja Hill, Mayor Pro Tem Emily Hill, and Council Member Wallace voted against)**

**17. Second and Final Reading: Consideration, discussion, and possible action on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.
*Applicant: Retail Connections; Owner: Retail Connections***

The city staff recommended that the City Council approve the second and final reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 7500 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Development Services Director Dunlop discussed the proposed Specific Use permit.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill to approve the second and final reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 7500 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Development Services Director Dunlop clarified the recommendation of 7500 sq. ft. from the city council at the last council meeting.

There was no further discussion.

Motion to approve carried 7-0

18. Consideration, discussion, and possible action on an Ordinance providing for the issuance of the City of Manor, Texas General Obligation Bonds in one or more series; levying a tax in payment thereof; approving an official statement; approving the execution of a purchase contract; and enacting other provisions relating thereto.

The city staff recommended that the City Council approve Ordinance No. 738 providing for the issuance of the City of Manor, Texas General Obligation Bonds in one or more series; levying a tax in payment thereof; approving an official statement; approving the execution of a purchase contract; and enacting other provisions relating thereto.

Christina Lane, Finance Consultant discussed the proposed issuance of the City of Manor, Texas General Obligation Bonds.

Ordinance No. 738: An Ordinance Providing for the Issuance of City of Manor, Texas, General Obligation Bonds, in one or More Series; Levying a Tax in Payment Thereof; Approving an Official Statement; Approving the Execution of a Purchase Contract; and Enacting Other Provisions Relating Thereto.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve Ordinance No. 738 providing for the issuance of the City of Manor, Texas General Obligation Bonds in one or more series; levying a tax in payment thereof; approving an official statement; approving the execution of a purchase contract; and enacting other provisions relating thereto.

There was no further discussion.

Motion to approve carried 7-0

19. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; Calling for notice of a public hearing for May 1, 2024, to consider an ordinance levying assessments on property located within Improvement Area #4 of the Manor Heights Public Improvement District; Directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; Directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.

The city staff recommended that the City Council approve Resolution No. 2024-09 of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; Calling for notice of a public hearing for May 1, 2024, to consider an ordinance levying assessments on property located within Improvement Area #4 of the Manor Heights Public Improvement District; Directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; Directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.

Gregory Miller, Public Finance Counsel discussed the proposed resolution.

Council Member Wallace stepped away from the dais.

Resolution No. 2024-09: A Resolution of The City of Manor, Texas Determining the Costs of Certain Authorized Improvements to be Financed by the Manor Heights Public Improvement District; Approving a Preliminary 2024 Amended and Restated Service and Assessment Plan, Including the Proposed Assessment Roll; Calling for Notice of a Public Hearing for May 1, 2024, to Consider an Ordinance Levying Assessments on Property Located Within Improvement Area #4 of the Manor Heights Public Improvement District; Directing the Filing of the Proposed Assessment Roll With the City Secretary to Make Said Proposed Assessment Roll Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Related to the Foregoing.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve Resolution No. 2024-09 of the City of Manor, Texas determining the costs of certain authorized improvements to be financed by the Manor Heights Public Improvement District; Approving a preliminary amended and restated service and assessment plan, including the proposed Assessment Roll; Calling for notice of a public hearing for May 1, 2024, to consider an ordinance levying assessments on property located within Improvement Area #4 of the Manor Heights Public Improvement District; Directing the filing of the proposed Assessment Roll with the City Secretary to make said proposed Assessment Roll available for public inspection; Directing City Staff to publish and mail notice of said public hearing; and resolving other matters related to the foregoing.

There was no further discussion.

Motion to approve carried 6-0

20. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).

The city staff recommended that the City Council approve Resolution No. 2024-10 of the City of Manor, Texas approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).

Gregory Miller, Public Finance Counsel discussed the proposed resolution.

Resolution No. 2024-10: A Resolution Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve Resolution No. 2024-10 of the City of Manor, Texas approving authorizing the distribution of a Preliminary Limited Offering Memorandum for the City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).

There was no further discussion.

Motion to approve carried 7-0

21. Consideration, discussion, and possible action on a Declaration of Public Water Quality Easement for the Shadowglen Development.

The city staff recommended that the City Council approve a Declaration of Public Water Quality Easement for the Shadowglen Development.

Development Services Director Dunlop discussed the proposed easement.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve a Declaration of Public Water Quality Easement for the Shadowglen Development.

There was no further discussion.

Motion to approve carried 7-0

22. Consideration, discussion, and possible action on a License Agreement for the City of Refuge Church of God in Christ for the construction, improvement, installation, maintenance, access, and use of a driveway located on certain real property in the Carriage Hills Section One Subdivision.

The city staff recommended that the City Council approve a License Agreement for the City of Refuge Church of God in Christ for the construction, improvement, installation, maintenance, access, and use of a driveway located on certain real property in the Carriage Hills Section One Subdivision.

Development Services Director Dunlop discussed the proposed license agreement.

Assistant City Attorney Rivera clarified the request for the license agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to License Agreement for the City of Refuge Church of God in Christ for the construction, improvement, installation, maintenance, access, and use of a driveway located on certain real property in the Carriage Hills Section One Subdivision.

There was no further discussion.

Motion to approve carried 7-0

23. Consideration, discussion, and possible action on the selection and award for the Mixed Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property.

The city staff recommended that the City Council authorize the City Manager to select and award the Mixed Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property to a consultant from the list of responding firms based on his and the selection committee's input and scoring of the Request for Proposals in an amount not to exceed \$546,000, and to negotiate and execute a final service contract with the consultant selected.

City Manager Moore discussed the proposed award for the Mixed Use Sports/Entertainment Development Feasibility Study.

A discussion was held regarding a potential consultant that was being considered.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to authorize the City Manager to select and award the Mixed Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property to a consultant from the list of responding firms based on his and the selection committee's input and scoring of the Request for Proposals in an amount not to exceed \$546,000, and to negotiate and execute a final service contract with the consultant selected.

A discussion was held regarding the chosen consultant to present at a future meeting for council consideration.

MOTION: Upon an amended motion made by Council Member Moreno and seconded by Council Member Wallace to negotiate a final service contract to be presented back to the city council.

There was no further discussion.

Motion to approve carried 7-0

24. Consideration, discussion, and possible action on a Resolution Finding Public Convenience and Necessity and Authorizing the Use of Eminent Domain to Condemn if Necessary a 10,540 Square Foot Water Line Easement and a 10,500 Square Foot Temporary Construction Easement (both as described in the Resolution and Exhibit “A” attached to the Resolution) from that certain 10.00 Acre Tract Conveyed to Plata Holdings, LLC and recorded at Document Number 2021219060 of the Official Public Records of Travis County, Texas, for the Public Use and Purpose of Construction of a Water Line.

The City Staff recommends that the Council approve Resolution No. 2024-12 as follows:

"I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent water line easement of 10,540 square feet and a temporary construction easement of 10,500 square feet from property owned by Plata Holdings, LLC and described in Agenda Item No. 24 for the public use of constructing and operating public water lines and infrastructure improvements."

Assistant City Attorney Rivera discussed the proposed resolution.

Resolution No. 2024-12: A Resolution of the City Council of the City of Manor, Texas Finding Public Convenience and Necessity and Authorizing Eminent Domain Proceedings, if Necessary, for Acquisition of a Permanent Water Line Easement Over a 10,540 Square Foot Parcel of Land and a Temporary Construction Easement Over a 10,500 Square Foot Parcel of Land, Both Parcels Being Situated in the Green Berry Gates Survey, Abstract No. 315, in Travis County, Texas, and Both Parcels Also Being out of That Same Tract of Land Conveyed to Plata Holdings, LLLC in Document No. 2021219060 of the Official Public Records of Travis, County, Texas, and Establishing an Effective Date; and Finding and Determining That the Meeting at Which This Resolution is Passed was Noticed and is Open to the Public as Required by Law.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Resolution No. 2024-12 as follows: "I move that the City of Manor authorize the use of the power of eminent domain to acquire both a permanent water line easement of 10,540 square feet and a temporary construction easement of 10,500 square feet from property owned by Plata Holdings, LLC and described in Agenda Item No. 24 for the public use of constructing and operating public water lines and infrastructure improvements."

There was no further discussion.

Motion to approve carried 7-0

25. Consideration, discussion, and possible action on a Resolution submitting a list of city projects for future Community Project Funding.

The city staff recommended that the City Council approve Resolution No. 2024-13 authorizing Mayor Harvey to submit the city's letter of support to Congressman Greg Casar seeking financial support for the city's Community Project Funding priorities.

City Manager Moore discussed the proposed resolution for future Community Project Funding.

Resolution No. 2024-13: A Resolution of The City Council of The City of Manor, Texas, Authorizing the Filing of Community Project Funding Applications for Energy and Water Development, Interior, Environment, Public Safety Technology and Equipment, Transportation, and Housing and Urban Development; and Authorizing the City Manager to Act as the Grantee's Authorized Official in All Matters Pertaining to the City's Participation Community Project Funding Grant Submittal Process.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Resolution No. 2024-13 authorizing Mayor Harvey to submit the city's letter of support to Congressman Greg Casar seeking financial support for the city's Community Project Funding priorities.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 10:01 p.m. on Wednesday, April 17, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters to discuss duties of the City Manager; Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID; Sections 551.07 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Shadowglen PUD; 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 legislation related to daycares at 10:01 p.m. on Wednesday, April 17, 2024.

The Executive Session was adjourned at 11:36 p.m. on Wednesday, April 17, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 11:36 p.m. on Wednesday, April 17, 2024.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to authorize negotiation of the deposit agreement, executed by the City Manager or Mayor, and return to the council for ratification on the May 1st regular meeting.

There was no further discussion.

Motion to approve carried 7-0

26. Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District Reimbursement Agreement.

The city staff recommended that the City Council approve Resolution No. 2024-03 of the City of Manor, Texas approving and authorizing the Manor EntraGlen Public Improvement District Reimbursement Agreement.

Assistant City Attorney Rivera discussed the proposed Resolution approving and authorizing the Manor EntraGlen Public Improvement District Reimbursement Agreement.

Danny Burnett, Dwyer Realty, 9900 Highway 290 E. Manor, Texas, submitted a speaker card in support of this item. He clarified that the naming of the streets would be followed by district regulations.

Pete Dwyer, Dwyer Realty, 9900 Highway 290 E. Manor, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Jordan Dwyer, Dwyer Realty, 9900 Highway 290 E. Manor, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Sharon Smith, 100 Congress Avenue, Suite 1300, Austin, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Resolution No. 2024-13: A Resolution of The City Council of The City of Manor, Texas, Authorizing the Filing of Community Project Funding Applications for Energy and Water Development, Interior, Environment, Public Safety Technology and Equipment, Transportation, and Housing and Urban Development; and Authorizing the City Manager to Act as the Grantee's Authorized Official in All Matters Pertaining to the City's Participation Community Project Funding Grant Submittal Process.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno approve Resolution No. 2024-03 of the City of Manor, Texas approving and authorizing the Manor EntraGlen Public Improvement District Reimbursement Agreement.

There was no further discussion.

Motion to approve carried 7-0

27. Consideration, discussion, and possible action on an ordinance of the City of Manor, Texas establishing an exemption from ad valorem taxes for qualifying childcare facility properties, providing a severability clause, providing savings, effective date, and open meetings clauses, and providing for related matters.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Moreno postpone the item indefinitely.

There was no further discussion.

Motion to postpone carried 7-0

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 11:43 p.m. on Wednesday, April 17, 2024.

The Manor City Council approved these minutes on May 1, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



City Council Meeting
April 17, 2024

Action PR.8: Improve Jennie Lane Park.

Consider the following improvements to Jennie Lane Park.

- Install more prominent park signage.
- Add a splash pad.
- Add a half-court basketball court or two pickleball courts.
- Add trees along the perimeter of the park for additional shade.
- Expand the veteran’s memorial.

Action PR.9: Prepare an updated Timmermann Park Master Plan.

A conceptual master plan was completed for Timmermann Park in 2016. Based on current park improvements, the potential to possibly expand the park boundaries through land acquisition, and the facility needs identified in this plan, it is recommended that the City update the master plan. The update process should include an opportunity for community input. Potential elements to evaluate in the master plan could include the following, with consideration that they will likely not all fit on the site:

- Expanded park boundaries.
- Enhanced boundary delineation and park signage.
- Disc golf course.
- Event lawn.

- Multipurpose field and/or baseball field.
- Dog park.
- Basketball court.
- Splash pad.
- Skate park.
- Additional picnic areas.
- Shade over the playground.
- Improving drainage near the playground.
- Additional shade along the trail.
- Trail lighting.
- Enhanced pedestrian crossing at Ring Drive.
- Opportunities for floodplain and waterway enhancements for water quality.

Action PR.10: Implement the Timmermann Park Master Plan.

After updating the master plan, the City should move forward with implementation of the improvements as funding becomes available. Implementation of playground improvements, shade for the trail, and trail lighting should be considered in the near term.

Action PR.11: Develop a ShadowGlen Open Space Master Plan.

ShadowGlen Open Space is the City’s largest park and remains largely undeveloped. It is also entirely in the floodplain. Improvements will need to be carefully considered to



Splash pads provide water-based recreation that can be easily incorporated into a park setting

City of Manor Park Priorities 2024

We Want to Hear From You!

The City of Manor’s Planning & Zoning Commission is conducting a survey to prioritize future recreational improvements within Timmerman Park.

The survey takes less than 5 minutes, is anonymous, and will influence future policy, design, and management of Manor’s Parks and Recreation services.

Do you live in Manor?

- Yes
- No

What is your Age?

- 5-10
- 11-16
- 17-25
- 26-40
- 41-60
- 61+

Please rank the most needed major recreational elements for the City of Manor.

#1 being the highest priority and #10 being the lowest priority.

	1 - Highest Priority	2	3	4	5	6	7	8	9	10 - Lowest Priority
Skateboard Facility	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Basketball Courts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pickle Ball	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tennis Courts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Creekside Trails	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Kayak Launch Points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nature Preserve/ Green Space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sports Fields	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Dog Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

City of Manor Park Priorities 2024

Please rank the importance of adding the following park elements to our inventory.

	Not Important	Kind of Important	Neutral	Important	Very Important
Pavilions	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Public Wi-Fi	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Solar Lighting	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
BBQ Pits	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Art	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Picnic Tables or Benches	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Restrooms	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Security Cameras	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Swings	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Playgrounds	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Splash Pad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Disc Golf	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please share any additional thoughts you may have about the City of Manor adding park features or programs to Timmerman Park.

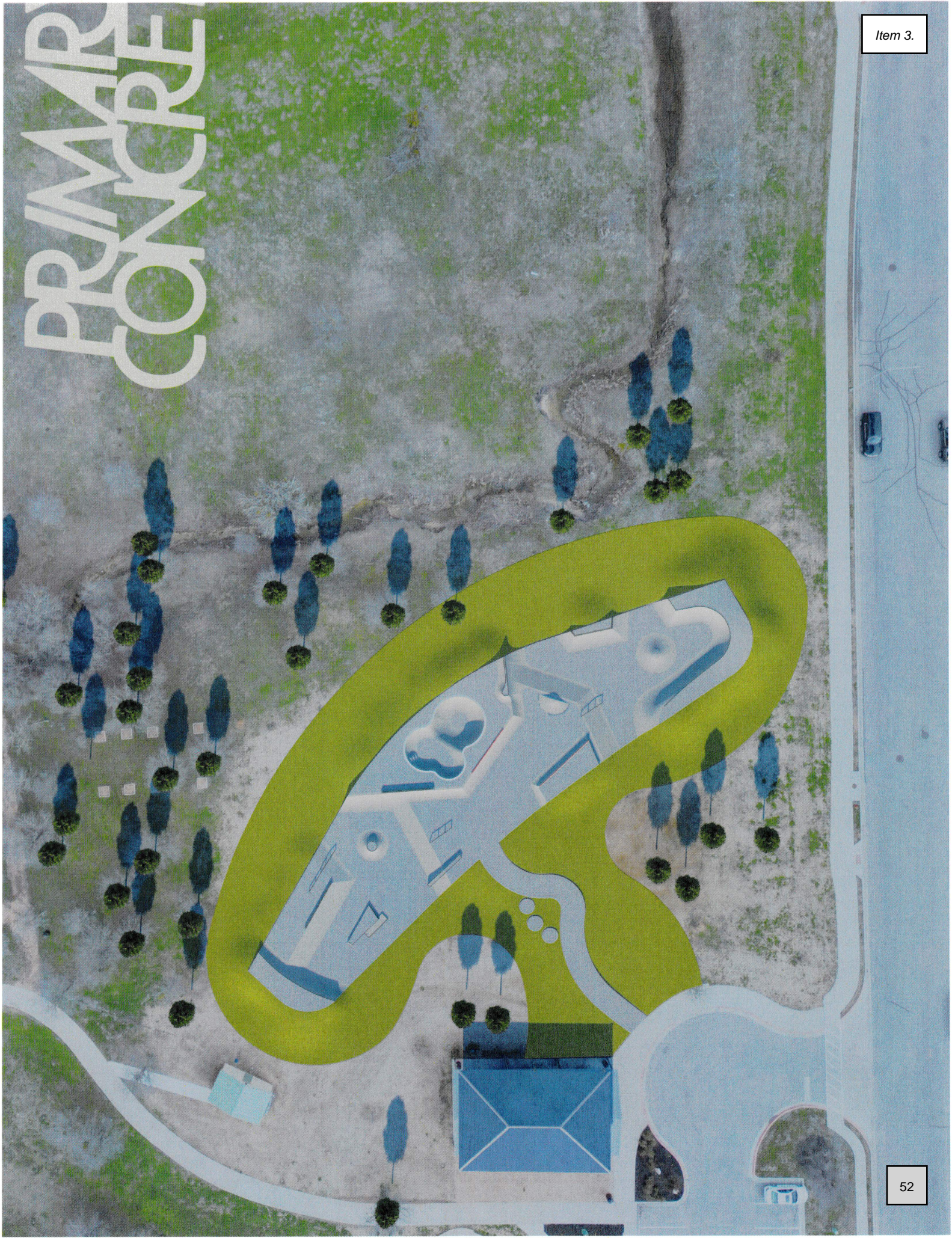




ARX
PRETE

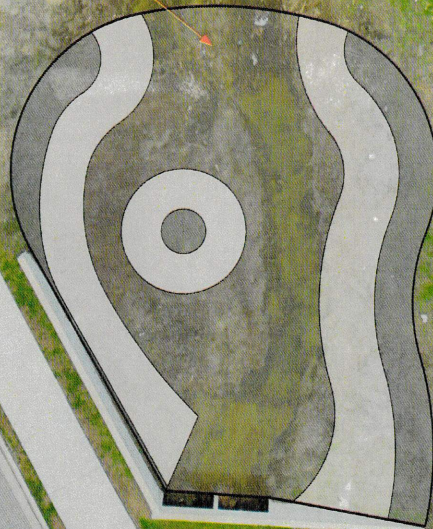
PRIMER CONCRETE

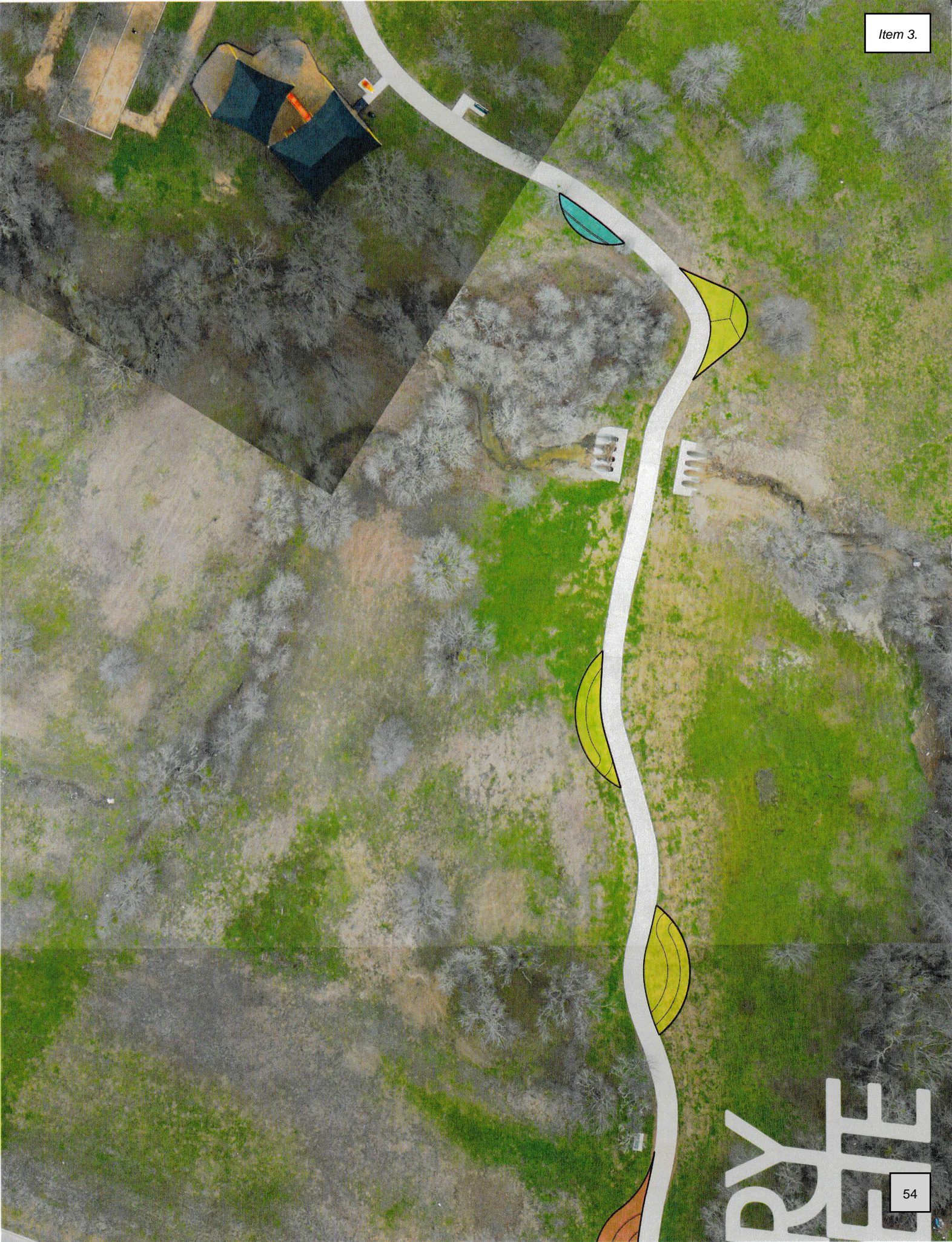
Item 3.



PRIMARY CONCRETE

3200 square feet





Shared Pathway with Skateboard Amenities



Shared Pathway with Skateboard Amenities











AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Water Utility Easement for Lot 8, Block A, Manor Crossing Subdivision.

BACKGROUND/SUMMARY:

This property is being developed by the University Federal Credit Union. As part of their development, they need to establish this water utility easement for the placement of a fire hydrant.

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

- Easement

STAFF RECOMMENDATION:

The city staff recommends approval of a Water Utility Easement for Lot 8, Block A, Manor Crossing Subdivision.

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

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

WATER UTILITY EASEMENT

DATE: _____, 2024

GRANTOR: **University Federal Credit Union, a federal credit union**

GRANTOR'S MAILING ADDRESS: **8308 North Mopac, Austin, Texas 78759**

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: **None**

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

PROPERTY:

The land as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and for the supplying of water service in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "**Water Utility Easement**").

TO HAVE AND TO HOLD the above-described Water Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Water Utility Easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Grantor, but not otherwise.

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

Dated as of the date first written above but acknowledged as of the dates set forth below.

GRANTOR:

University Federal Credit Union,
a federal credit union

By: [Signature]
Name: Chris Turnley
Title: EVP-mx

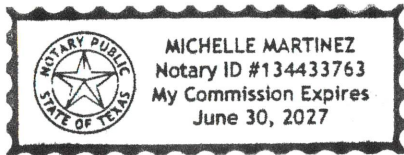
THE STATE OF Tx §

COUNTY OF Travis §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9 day of 2024.

(SEAL)



Michelle Martinez
Notary Public-State of Tx

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 20__, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(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"
Easement Area 1



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

BEING 0.0034 OF ONE ACRE (146 SQ. FT.) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 8, BLOCK A, MANOR CROSSING, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202300254 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:

COMMENCING at a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing North right-of-way line of US Highway 290 E (R.O.W. Varies) being the Southwest corner of said Lot 8, Block A and the common Southeast corner of Lot 7, Block A of said MANOR CROSSING;

THENCE over and across said Lot 8, Block A, North 13°40'32" East a distance of 26.07 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said Lot 8, Block A, the following four (4) courses and distances:

1. **North 02°48'56" West** a distance of **19.50** feet to a Calculated Point;
2. **North 87°11'04" East** a distance of **7.50** feet to a Calculated Point;
3. **South 02°48'56" East** a distance of **19.50** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing North ROW line of said US Highway 290 and the common South line of said Lot 8, Block A, bears South 83°56'25" East a distance of 162.04 feet; and



- 4. South 87°11'04" a distance of 7.50 feet to the POINT OF BEGINNING and containing 0.0034 of one acre (146 Sq. Ft.) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

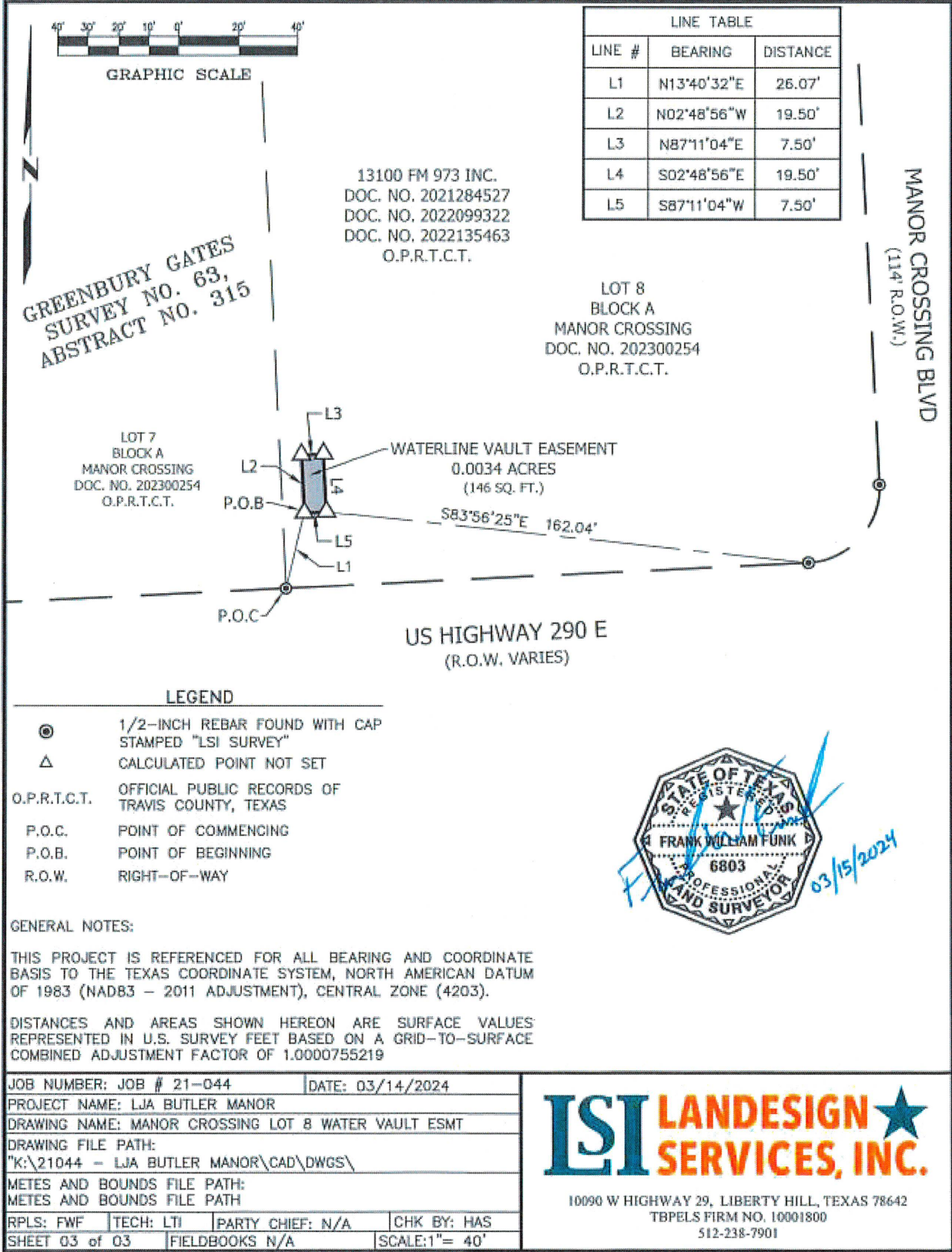
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

Frank W. Funk 03/15/2024
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 21-044
 Attachments: "K:\21044 - LJA Butler Manor\CAD\DWGs\Manor Crossing Lot 8 Water Vault Easement.dwg"







AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Sidewalk Easement for Lot 8, Block A, Manor Crossing Subdivision.

BACKGROUND/SUMMARY:

This property is being developed by the University Federal Credit Union. The city worked with the developer on the location of a 5’ sidewalk along US 290 across the pad sites that are part of the Manor Crossing development. In some locations, the sidewalk shifts from the right-of-way to the property due to site constraints or turn lanes being added. This easement is for one portion of the sidewalk that enters the UFCU property. The city, through an agreement with TxDOT, maintains sidewalks in TxDOT right-of-way, and this sidewalk easement to the city would keep the maintenance consistent for the sidewalk along US 290 by dedicating this portion of the sidewalk on their property to the city.

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

- Easement

STAFF RECOMMENDATION:

The city staff recommends approval of a Sidewalk Easement for Lot 8, Block A, Manor Crossing Subdivision.

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

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

SIDEWALK EASEMENT

DATE: _____, 2024

GRANTOR: **University Federal Credit Union, a federal credit union**

GRANTOR'S MAILING ADDRESS: **8308 North Mopac, Austin, Texas 78759**

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS: **105 E. Eggleston Street
Manor, Travis County, Texas 78653**

LIENHOLDER: **None**

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

PROPERTY:

The land as more particularly shown in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for the purpose of constructing, repairing, maintaining, rebuilding, replacing, and relocating or causing to be constructed, repaired, maintained, rebuilt, replaced, and relocated a sidewalk in, upon, under and across the **PROPERTY** more fully described and as shown in Exhibit "A" attached hereto (the "**Sidewalk Easement**").

TO HAVE AND TO HOLD the above-described Sidewalk Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Sidewalk Easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Grantor, but not otherwise.

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

Dated as of the date first written above but acknowledged as of the dates set forth below.

GRANTOR:

University Federal Credit Union,
a federal credit union

By: [Signature]
Name: Chris Turnley
Title: EVP-MY

THE STATE OF Tx §

COUNTY OF Travis §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9 day of 2024

(SEAL)



Michelle Martinez
Notary Public-State of Tx

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 20__, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(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"

10090 W Highway 29 | Liberty Hill, Texas 78642
 TBPELS Firm No. 10001800 | 512-238-7901 office

SIDEWALK EASEMENT
 METES AND BOUNDS DESCRIPTION

BEING 0.0062 OF ONE ACRE (269 SQ. FT.) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF LOT 8, BLOCK A, MANOR CROSSING, A SUBDIVISION OF RECORD IN DOCUMENT NO. 202300254 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AS CONVEYED TO UNIVERSITY FEDERAL CREDIT UNION IN A SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2024026326 OF SAID O.P.R.T.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing North right-of-way line of US Highway 290 E (R.O.W. Varies) and the common South line of said Lot 8, Block A at the intersection with the existing West right-of-way line of Manor Crossing Boulevard (114' R.O.W);

THENCE **South 87°11'04" West** with the existing North right-of-way line of said US Highway 290 E and the common South line of said Lot 8, Block A, a distance of **37.92** feet to a Calculated Point;

THENCE over and across said Lot 8, Block A, the following three (3) courses and distances:

1. **North 42°11'04" East** a distance of **9.11** feet to a Calculated Point;
2. **North 87°11'04" East** a distance of **36.54** feet to a Calculated Point;
3. **South 47°48'56" East** a distance of **6.41** feet to a Calculated Point in the existing West Right-of-Way line of said Manor Crossing Boulevard and the common Southeast line of said Lot 8, Block A, from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing West right-of-way line of said Manor Crossing Boulevard and the common East line of said Lot 8, Block A, bears along a curve to the Left having a radius of 25.00 feet, an arc length of 29.43 feet, a delta angle of 67°26'36", and a chord which bears North 30°54'22" East a distance of 27.76 feet;



Thence with said existing West right-of-way line of said Manor Crossing Boulevard and the common Southeast line of said Lot 8, Block A, along a curve to the **Right** having a radius of **25.00** feet, an arc length of **9.84** feet, a delta angle of **22°33'24"**, and a chord which bears **South 75°54'22" West** a distance of **9.78** feet to the **POINT OF BEGINNING** and containing 0.0062 of one acre (269 Sq. Ft.) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000755219.

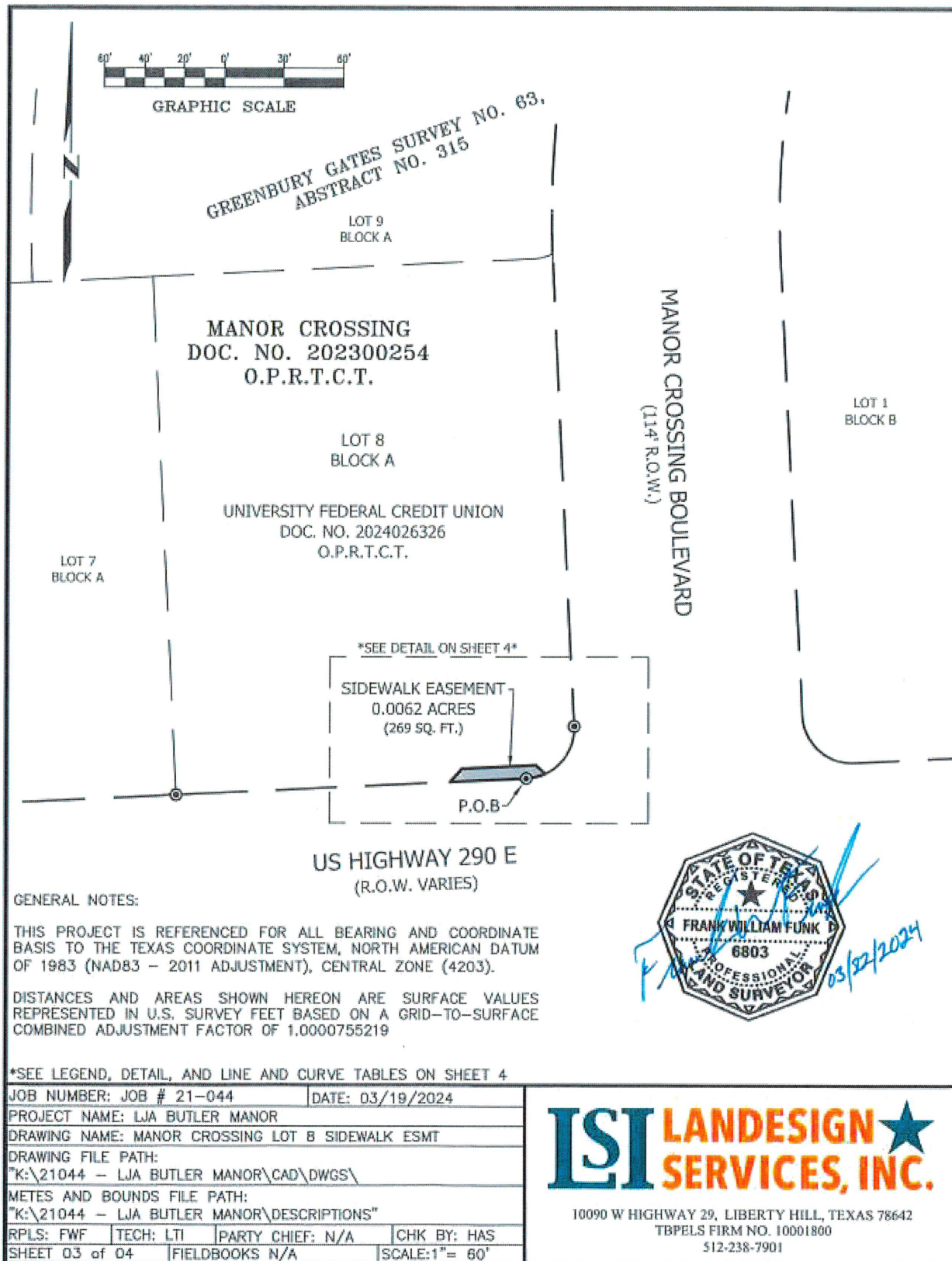
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date.

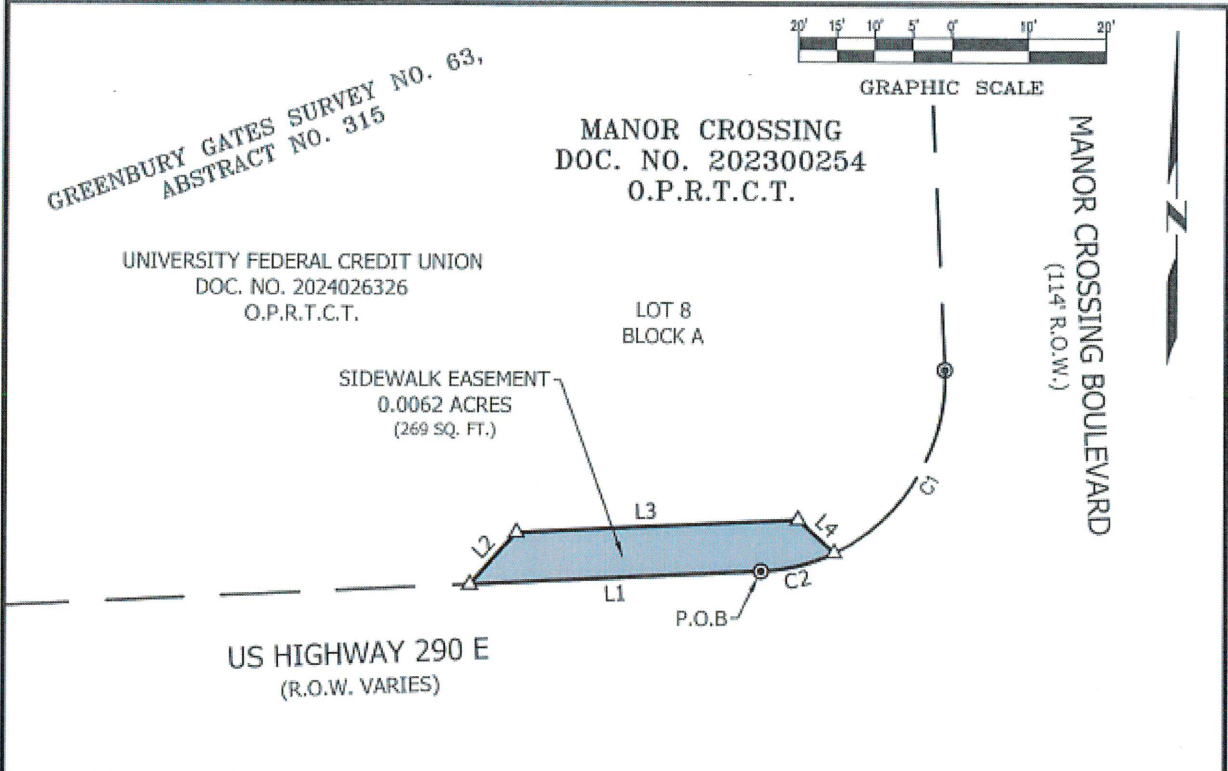
Frank W. Funk 03/22/2024
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 21-044
Attachments: "K:\21044 - LJA Butler Manor\CAD\DWGs\Manor Crossing Lot 8 Sidewalk Easement.dwg"







LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S87°11'04"W	37.92'
L2	N42°11'04"E	9.11'
L3	N87°11'04"E	36.54'
L4	S47°48'56"E	6.41'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	25.00'	29.43'	67°26'36"	N30°54'22"E	27.76'
C2	25.00'	9.84'	22°33'24"	S75°54'22"W	9.78'

- LEGEND**
- ⊙ 1/2-INCH REBAR FOUND WITH CAP
STAMPED "LSI SURVEY"
 - △ CALCULATED POINT NOT SET
 - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF
TRAVIS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT-OF-WAY

JOB NUMBER: JOB # 21-044	DATE: 03/19/2024
PROJECT NAME: LJA BUTLER MANOR	
DRAWING NAME: MANOR CROSSING LOT 8 WATER VAULT ESMT	
DRAWING FILE PATH: "K:\21044 - LJA BUTLER MANOR\CAD\DWGS\	
METES AND BOUNDS FILE PATH: "K:\21044 - LJA BUTLER MANOR\DESCRIPTIONS"	
RPLS: FWF	TECH: LTI
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	SCALE: 1" = 20'

LSI LANDESIGN SERVICES, INC. ★

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPELS FIRM NO. 10001800
 512-238-7901



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

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

BACKGROUND/SUMMARY:

The Council approved Resolution 2024-09 on April 17, 2024, which approved the Preliminary Amended and Restated Service and Assessment Plan (the "SAP") and the preliminary assessment roll for Improvement Area #4 for the Manor Heights Public Improvement District and called for a public hearing on May 1, 2024, for the levying of the assessments in Improvement Area #4 of the District. The levy and assessment amount for the Improvement Area #4 Improvements (as defined in the SAP) is approximately \$5,070,000, as referenced in Exhibit C of the SAP, and including Bond Issuance Costs. The SAP sets forth the estimated total costs of the authorized improvements to be financed by Improvement Area #4 of the District for the development, and the Assessment Roll states the assessments to be levied against each parcel of land in Improvement Area #4 of the District as determined by the method of assessment and apportionment chosen by the City. With the adoption of this Ordinance, the Council will establish the method of payment for the assessments and levy an assessment on the property of the development district which will fund the interest and principal payments on the bonds. The Assessment Ordinance will need to be recorded in the real property records of Travis County, Texas within 7 days of approval.

LEGAL REVIEW: Yes. Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No
PRESENTATION: Yes
ATTACHMENTS: Yes

- Ordinance No. 739 Levying Assessments

STAFF RECOMMENDATION:

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

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

ORDINANCE NO. 739

AN ORDINANCE OF THE CITY OF MANOR, TEXAS MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #4 OF THE MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN IMPROVEMENT AREA #4 OF THE DISTRICT; APPROVING AN ASSESSMENT ROLL FOR IMPROVEMENT AREA #4 OF THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #4 OF THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN IMPROVEMENT AREA #4 OF THE DISTRICT; APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Sky Village Kimbro Estates, LLC and RHOF, LLC, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on September 10, 2018, requesting that the City authorize the Manor Heights Public Improvement District (the “District”) to be created within the City limits; and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Travis Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on November 7, 2018, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the District (the “Actual Costs”); the boundaries of the District; the apportionment of the Actual Costs to be assessed against property in the District, and between the District and the municipality; and the method of assessment; and

WHEREAS, on November 7, 2018, after the closing of the public hearing, the City Council adopted Resolution No. 2018-10 which authorizes the District, and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

WHEREAS, on November 9, 2018, the City published notice of its authorization of the District in the *Manor Community News*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after November 9, 2018; and

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11 adopted by the City Council on October 7, 2020; and

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, are the owners of all of the real property that comprises the District (collectively, the “Landowner”), and Forestar (USA) Real Estate Group, Inc. is the developer of the property within the District; and

WHEREAS, on May 5, 2021, by Ordinance No. 609, the City Council approved a Service and Assessment Plan (the “Original Service and Assessment Plan”) for the District and levied assessments within the District for the costs of certain public improvements as authorized by the Act; and

WHEREAS, the City Council desires to levy an additional assessment in Improvement Area #4 of the District to finance the costs of the Authorized Improvements constructed for the benefit of Improvement Area #4 of the District; and

WHEREAS, the City Council, on April 17, 2024, adopted Resolution No. 2024-09, which included as an exhibit a preliminary amended and restated service and assessment plan of the type described in Sections 372.013 and 372.014 of the Texas Local Government Code, directing the filing of the Improvement Area #4 Assessment Roll (the “Assessment Roll”), a copy of which is included as an exhibit to the attached *Exhibit A* and are incorporated herein, making the Assessment Roll available for public inspection, and approving the notice published on April 19, 2024 in *The Manor Journal* of a public hearing to be conducted on May 1, 2024, to consider the proposed assessments to be levied against property located in Improvement Area #4 of the District (the “Assessments”), and also mailed notice of the same hearing to the property owners; and

WHEREAS, the City Council conducted said hearing at the City Council meeting on May 1, 2024, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Assessment Roll, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the apportionment of the costs of the Authorized Improvements, the purpose of the Assessments, the special benefits accruing to the property within Improvement Area #4 of the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the Amended and Restated Service and Assessment

Plan (as defined below), the apportionment of the costs of the Authorized Improvements, the Assessment Roll, or the levy of the Assessments; and

WHEREAS, the apportionment of the Actual Costs to be assessed against the property in the District, as reflected in the Assessment Roll and in the service and assessment plan, a copy of which is attached hereto as *Exhibit A* and is incorporated herein (the attached amended and restated service and assessment plan, the “Amended and Restated Service and Assessment Plan” and as updated, amended and supplemented from time to time, the “Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Authorized Improvements, and results in the imposing of equal shares of the Actual Costs on property that is similarly benefitted, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

WHEREAS, the Service and Assessment Plan, which has been amended from the Original Service and Assessment Plan, and as updated on August 17, 2022 and June 21, 2023, covers a period of at least five years, defines the District’s annual indebtedness and projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

WHEREAS, the owners of 100% of the privately-owned and taxable property located within Improvement Area #4 of the District, and who are persons to be assessed pursuant to this Ordinance, executed and presented to the City Council on May 5, 2021, a Landowner Agreement (the “Landowner Agreement”) in which said owners acknowledged, accepted, and approved of, without reservation, the Service and Assessment Plan, the Assessment Roll, this Ordinance, and the levy of the Assessments against their property located within Improvement Area #4 of the District, and agree to pay the Assessments when due and payable; and

WHEREAS, the City Council finds and determines that the Assessment Roll, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved, and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan.

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

Section 1. Findings. The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Public Hearing. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (Amended and Restated Service and Assessment Plan).

Section 4. Service and Assessment Plan. The Service and Assessment Plan is hereby approved as the amended and restated service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Finance Director, and the City Manager are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

Section 5. Assessment Roll. The Assessment Roll, attached as Exhibit I-1 to the Service and Assessment Plan, is hereby approved as the Assessment Roll for Improvement Area #4 of the District.

Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Project. (a) The City Council hereby levies an assessment on each tract of property located within Improvement Area #4 of the District, except for the Non-Benefited Property, as shown and described on the Service and Assessment Plan and the Assessment Roll. There is further levied and assessed against each tract of property located within Improvement Area #4 of the District, except for the Non-Benefited Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to Improvement Area #4 of the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

(f) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(g) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

Section 9. Lien Property. (a) As provided in that certain Landowner Agreement between the City and the Landowner, dated May 5, 2021, the City Council and the Landowner intend for the obligations, covenants and burdens on the Landowner of the Assessed Property, including without limitation such Landowner's obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the Landowner, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within Improvement Area #4 of the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within Improvement Area #4 of the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

Section 10. Appointment of Administrator and Collector of Assessments. (a) P3Works, LLC is hereby appointed and designated as the initial Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Annual Collection Cost.

(b) The Finance Director of the City or his or her designee is hereby appointed as the temporary collector of the Assessments. The Finance Director or his or her designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Travis County Tax Office or any other qualified collection agent selected by the City.

Section 11. Applicability of Tax Code. To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens

shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

Section 12. Severability. 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 to be severable.

Section 13. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Travis County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

Section 14. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

Section 15. 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.

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PASSED AND APPROVED on this 1st day of May 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

[CITY SEAL]

EXHIBIT A

**2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE
MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT**



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTIONS:

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

BACKGROUND/SUMMARY:

The City authorized the creation of the Manor Heights Public Improvement District (“District” or “PID”) by adopting Resolution No. 2018-10 on November 7, 2018, and authorized additional land to be added to the District pursuant to Resolution No. 202-11 on October 7, 2020. The PID is authorized to issue up to \$30,000,000.00 in bonds to finance certain public improvements associated with the Manor Heights Development. Major Improvement Area Bonds and Improvement Area #1-2 Bonds were issued in 2021 to fund Major Improvements, Improvement Area #1 Improvements, and Improvement Area #2 Improvements in the District. Improvement Area #3 Bonds were issued in 2023 to fund the Improvement Area #3 Improvements. This item will approve the bonds which will fund improvements specifically for Improvement Area #4 of the development district, which include water, wastewater, drainage and roadway improvements.

The City approved Resolution 2024-10 on April 17, 2024, which authorized the Preliminary Limited Offering Memorandum (PLOM) for the purpose of marketing the bonds for the Manor Heights PID Improvement Area #4 Project. Adoption of this Ordinance authorizes the issuance of the Bonds in the principal amount of approximately \$5,070,000 for the purposes of (i) paying a portion of the costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements; (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds.

This Ordinance authorizes the Limited Offering Memorandum (LOM) for Improvement Area #4, which is the finalized official copy of the City’s offering documents; authorizes an indenture of trust with UMB Bank, N.A., as trustee, to administer the assessments and pay debt service on the bonds; approves a bond purchase agreement whereby the City sells the bonds to FMSbonds, Inc., as the Underwriter; and approves a Continuing Disclosure Agreement between P3Works, LLC, as Administrator, UMB Bank, N.A., as Dissemination Agent, and the City.

LEGAL REVIEW: Yes, Gregory Miller, Public Finance Counsel
FISCAL IMPACT: No. The bonds are repaid by special assessment revenue rather than ad valorem tax
PRESENTATION: Yes, Gregory Miller, Public Finance Counsel; FMS Bonds, Underwriter; Chris Lane, Financial Advisor
ATTACHMENTS: Yes

- Ordinance No. 740 Issuing Bonds
- Exhibit A - Indenture of Trust
- Exhibit B - Bond Purchase Agreement
- Exhibit C - Continuing Disclosure Agreement

STAFF RECOMMENDATION:

The city staff recommends approval of Ordinance No. 740 issuing Manor Heights Public Improvement District Improvement Area #4 Bonds and approving an Indenture of Trust, Bond Purchase Agreement, Limited Offering Memorandum, and Continuing Disclosure Agreement of Issuer.

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

ORDINANCE NO. 740

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF MANOR, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #4 PROJECT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

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, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Manor Heights Public Improvement District" (the "District"), pursuant to Resolution No. 2018-10 adopted by the City Council of the City (the "City Council") on November 7, 2018; and

WHEREAS, the authorization creating the District became effective on November 9, 2018 upon publication of Resolution No. 2018-10 in the *Manor Community News*, a newspaper of general circulation in the City; and

WHEREAS, the City Council authorized additional land to be added to the boundaries of the District pursuant to Resolution No. 2020-11, adopted by the City Council on October 7, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on May 1, 2024, regarding the levy of special assessments within Improvement Area #4 of the District and on May 1, 2024, adopted Ordinance No. _____ (the "Assessment Ordinance"); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the "Amended and Restated Service and Assessment Plan" (as defined and described in the Assessment Ordinance, the "Service and Assessment Plan") relating to the District and levied the "Assessments" (as defined in the Service and Assessment Plan, the "Improvement Area #4 Assessments") against the "Assessment Roll" (as defined and described in the Service and Assessment Plan, the "Improvement Area #4 Assessment Roll"). Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City Council has found and determined that it is in the best interests of the City to issue its bonds to be designated "City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)"

(the "Bonds"), such series to be payable from and secured by the Pledged Revenues, as defined in the Indenture (defined below); and

WHEREAS, the City is authorized by the PID Act to issue the Bonds for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements (as defined in the Indenture), (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds for the purposes of paying the costs of the Improvement Area #4 Improvements, the City has determined such improvements confer a special benefit on Improvement Area #4 of the District, as provided in Section III of the Service and Assessment Plan and further depicted on Exhibit M of the Service and Assessment Plan; and

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

WHEREAS, after conducting the duly noticed public hearing on the issuance of the Bonds, the City Council, as set out this Ordinance, hereby approves the: (i) issuance of the Bonds to finance the Improvement Area #4 Improvements as identified in the Service and Assessment Plan, (ii) form, terms and provisions of the Indenture of Trust securing the Bonds authorized hereby (defined below), (iii) form, terms and provisions of the Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) the Limited Offering Memorandum (defined below), and (v) the Continuing Disclosure Agreement (defined below).

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

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 Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of \$ _____,000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying the costs of issuance of the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of May 1, 2024, between the City and UMB Bank, N.A., as trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor or Mayor Pro Tem of the City, such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially final form attached hereto as Exhibit A and incorporated herein for all purposes. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate (as defined in the Indenture) pledged to such Bonds and shall never be payable from ad valorem taxes.

SECTION 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, attached hereto as Exhibit B and incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interest of the City. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. The Mayor's or Mayor Pro Tem's signature on the Bond Purchase Agreement may be attested by the City Secretary.

SECTION 4. Approval of Limited Offering Memorandum. The City Council, at a regular called meeting on April 17, 2024, adopted Resolution No. 2024-10 whereby it found and determined that the Preliminary Limited Offering Memorandum for the Bonds, dated April 22, 2024 (the "Preliminary Limited Offering Memorandum") was approved in form and content, with such changes, addenda, supplements, or amendments as may be approved by the City Manager, Finance Director, financial advisor, counsel or bond counsel to the City. The Preliminary Limited Offering Memorandum was "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c2-12) on April 22, 2024, the date it was made public, such deeming as final is hereby ratified, confirmed and approved. The final Limited Offering Memorandum (the "Limited Offering Memorandum") is hereby approved and adopted with such changes and alteration therein as the Mayor, Mayor Pro Tem, the City Manager, the Finance Director, the City Secretary, and other appropriate officials of the City may approve, such approval to be conclusively evidenced by the delivery thereof. The Limited Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor or Mayor Pro Tem, and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement

or amendment thereto thus approved among the permanent records of the meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, the Mayor or Mayor Pro Tem and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Manor Heights Public Improvement District, the Developer or its financial ability, any builders, any landowners, or the appraisal of the property in the District.

SECTION 5. Approval of Continuing Disclosure Agreement of the Issuer. That certain Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") between the City, P3Works, LLC (as the "PID Administrator") and UMB Bank, N.A. (as the "Dissemination Agent") is hereby authorized and approved in substantially final form attached hereto as Exhibit C and incorporated herein for all purposes and the Mayor or the Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the Mayor or the Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 6. Additional Actions. The Mayor, the Mayor Pro Tem, the Finance Director, the City Manager, and the City Secretary are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the Finance Director, the City Manager, and the City Secretary are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance.

SECTION 7. Severability. If any Section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Construction of Terms. If appropriate in the context of this Ordinance, words of the plural shall be considered to include the singular, and words of the masculine, feminine or neutral gender shall be considered to include the other genders.

SECTION 11. Effective Date. This Ordinance is passed on one reading as authorized by Texas Government Code, Section 1201.028, as amended, and shall be effective immediately upon its passage and adoption.

SECTION 12. 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.

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PASSED, APPROVED, AND EFFECTIVE THIS 1ST DAY OF MAY 2024.

Dr. Christopher Harvey, Mayor
City of Manor, Texas

ATTEST:

Lluvia T. Almaraz, City Secretary
City of Manor, Texas

[CITY SEAL]

EXHIBIT A
INDENTURE OF TRUST

See complete copy at Tab 14.

EXHIBIT B
BOND PURCHASE AGREEMENT

See complete copy at Tab 8.

EXHIBIT C
CONTINUING DISCLOSURE AGREEMENT
OF THE ISSUER

INDENTURE OF TRUST

By and Between

CITY OF MANOR, TEXAS

and

**UMB BANK, N.A.,
as Trustee**

DATED AS OF May 1, 2024

SECURING

**\$[_____]000
CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of May 1, 2024 is by and between the CITY OF MANOR, TEXAS (the “City”), and UMB BANK, N.A., as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the “Petition”) was submitted by Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company, and filed with the City Secretary of the City (the “City Secretary”) on September 10, 2018, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”), requesting the creation of a public improvement district located in the City to be known as the Manor Heights Public Improvement District (the “District”); and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty-percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Travis Central Appraisal District, and the signatures of property owners who own taxable real property that constitutes more than fifty-percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on November 7, 2018, after due notice, the City Council of the City (“City Council”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2018-10 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on November 9, 2018, the City published notice of its authorization of the creation of the District in the *Manor Community News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after November 9, 2018; and

WHEREAS, on October 7, 2020, after due notice, the City Council held a public hearing on the matter as required by law on the advisability of adding additional land to the boundaries of the District; and

WHEREAS, on September 3, 2020, Forestar (USA) Real Estate Group, Inc., a Delaware corporation, (the “Developer”) the successor-in-interest to RHOF LLC, a Texas limited liability company, Sky Village Kimbro Estates, LLC, a Texas limited liability company, Alma Juanita Champion Meier, William Clark Meier, and Carolyn Juanita Meier Fauber, filed a petition with

the City Secretary requesting the City authorize adding additional land to the boundaries of the District; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2020-11 adopted by a majority of the members of the City Council, authorized adding additional land to the boundaries of the District; and

WHEREAS, on May 5, 2021, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project)” (the “*Series 2021 MIA Bonds*”) and its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project)” (the “*Series 2021 IA#1-2 Bonds*”);

WHEREAS, the Series 2021 MIA Bonds are payable from the assessments levied against that portion of the District designated as the Major Improvement Area and are secured by that certain Indenture of Trust, dated May 1, 2021, executed and delivered by the City and the Trustee, concurrent with the issuance of the Series 2021 MIA Bonds, and as amended by the First Amendment to Indenture of Trust, dated December 1, 2021 (collectively, the “*2021 Indenture*”); and

WHEREAS, pursuant to the Act and other laws, and by Articles X and XIII of the 2021 Indenture, the City is authorized to issue Future Improvement Area Bonds (as defined in the 2021 Indenture) upon the satisfaction of the requirements stated in Article XIII of the 2021 Indenture pertaining to the progress of the development of the District (the “*Future Bonds Test*”); and

WHEREAS, on June 21, 2023, the City Council, in accordance with the authority granted to it by the PID Act and other applicable laws, issued its “City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project)” (the “*Series 2023 IA#3 Bonds*”), under the 2021 Indenture as its first series of Future Improvement Area Bonds;

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, has filed the proposed “Improvement Area #4 Assessment Roll” for the District with the City Secretary and made the proposed Assessment Roll subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on April 19, 2024 in *The Manor Journal*, a newspaper of general circulation in the City, for the consideration of the proposed “Improvement Area #4 Assessments” (the “*Assessments*”) and the “2024 Amended and Restated Service and Assessment Plan,” and, on April 18, 2024, mailed notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on May 1, 2024, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Roll and the Assessments; and

WHEREAS, at the May 1, 2024, public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the 2024 Amended and Restated Service and Assessment Plan (as defined herein), the allocation of Actual Costs (defined herein), the Assessment Roll, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, on May 1, 2024, the City approved and accepted the 2024 Amended and Restated Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. [] (the “Assessment Ordinance”) and therein levied the Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from special assessments for the purposes of (i) paying a portion of the costs of Authorized Improvements (defined herein), (ii) paying capitalized interest on the bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the requirements of the Future Bonds Test have been satisfied and the City now desires to issue its second series of Future Improvement Area Bonds for the purposes of (i) paying a portion of the costs of the Improvement Area #4 Improvements (as defined herein), (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for the payment of principal and interest on the Bonds (defined herein), (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, and such series of Bonds are to be entitled “City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”), such Bonds being payable solely from the Trust Estate (defined herein), consisting primarily of the Assessment Revenue (defined herein) and other funds pledged under this Indenture to the payment of Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “Trust Estate”):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I
DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*2021 Indenture*” means the Indenture of Trust dated as of May 1, 2021, between the City and UMB Bank, N.A., securing the Series 2021 MIA Bonds.

“*2024 Amended and Restated Service and Assessment Plan*” means the Service and Assessment Plan, as amended and restated by the Annual Service Plan Update, passed and approved by City Council on May 1, 2024, by Ordinance No. [___], as same may be further amended, updated, supplemented or otherwise modified from time to time.

“*Account*” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“*Actual Costs*” means, with respect to the Improvement Area #4 Improvements, the actual costs paid or incurred by or on behalf of the Developer: (1) to plan, finance, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; (6) to implement, administer, and manage the above-described activities; and (7) for the creation of the District and the costs of the issuance of the Bonds. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“*Additional Interest*” means the amount collected by application of the Additional Interest Rate.

“*Additional Interest Rate*” means the incremental interest rate charged on the Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“*Additional Interest Reserve Account*” means the Account established pursuant to Section 6.1 hereof.

“*Additional Interest Reserve Requirement*” means, initially, an amount equal to 5.5% of the par amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Pledged Revenue Fund.

“*Additional Obligations*” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds, levied against property within Improvement Area #4 of the District in accordance with the PID Act.

“*Administrative Fund*” means that Fund established by Section 6.1 and administered pursuant to Section 6.10 hereof.

“*Administrator*” means P3Works, LLC, unless and until a different Administrator is designated by the City and if no Administrator is designated, the City.

“*Annual Collection Costs*” means, with respect to Improvement Area #4, the actual or budgeted costs and expenses related to the creation and operation of the District, the issuance and sale of the Bonds, and the construction, operation and maintenance of the Improvement Area #4 Improvements, including, but not limited to, 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 Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing 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 the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“*Annual Debt Service*” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“*Annual Installment*” means, with respect to the Assessments, the annual installment payments of an Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

“*Annual Service Plan Update*” means the annual review and update of the Service and Assessment Plan required by the PID Act, and the 2024 Amended and Restated Service and Assessment Plan.

“*Applicable Laws*” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“*Assessed Property*” means each respective Parcel of land located within Improvement Area #4, other than Non-Benefited Property, against which an Assessment is levied by the Assessment Ordinance in accordance with the 2024 Amended and Restated Service and Assessment Plan.

“*Assessment(s)*” means the aggregate assessments shown on the Improvement Area #4 Assessment Roll, which is Exhibit I-1 to the 2024 Amended and Restated Service and Assessment Plan. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2024 Amended and Restated Service and Assessment Plan and the PID Act.

“*Assessment Ordinance*” means Ordinance No. [___] adopted by the City Council on May 1, 2024, that levied the Assessments on the Assessed Properties.

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

“*Assessment Roll*” or “*Assessment Rolls*” means the Assessment Roll attached as Exhibit I-1 to the 2024 Amended and Restated Service and Assessment Plan, or any other Assessment Roll in an amendment or supplement to the 2024 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments against each Assessed Property related to the Bonds and the Improvement Area #4 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the 2024 Amended and Restated Service and Assessment Plan and the PID Act.

“*Authorized Denomination*” means \$100,000 and any integral multiple of \$1,000 in excess thereof, or such smaller amount authorized by Section 4.5(c); *provided, however*, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. With respect to PID Bonds issued other than the Bonds, such term shall have the meaning ascribed thereto in the Supplemental Indenture authorizing the issuance of such PID Bonds.

“*Authorized Improvements*” means those public improvements, including the Improvement Area #4 Improvements, authorized by Section 372.003 of the PID Act, including those listed in Section III and Exhibit C and depicted in Exhibit M of the Service and Assessment Plan.

“*Bond Counsel*” means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“*Bond Date*” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“*Bond Fund*” means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.5 hereof.

“*Bond Ordinance*” means Ordinance No. [] adopted by the City Council on May 1, 2024, authorizing the issuance of the Bonds pursuant to this Indenture.

“*Bond Year*” means the one-year period beginning on September 15 in each year and ending on September 14 in the following year.

“*Bonds*” or “*Bond*” means the City’s bonds authorized to be issued by Section 3.1 of this Indenture entitled “City of Manor, Texas Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project).”

“*Business Day*” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“*Certification for Payment*” means a certification for payment substantially in the forms of Exhibit D attached to the Financing Agreement executed by the Developer and submitted to the City and approved by the City Representative, specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in accounts of the Project Fund as further described in the Financing Agreement and Section 6.6 herein.

“*City*” means the City of Manor, Texas.

“*City Certificate*” means a certificate signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action specified in the City Certificate, and a form of City Certificate is included as *Exhibit B* to this Indenture.

“*City Council*” shall have the meaning ascribed to such term in the recitals hereof.

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

“*City Representative*” means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“*City Secretary*” means the City Secretary of the City.

“*Closing Date*” means the date of the initial delivery of and payment for the Bonds.

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

“*Continuing Disclosure Agreements*” or “*Continuing Disclosure Agreement*” means both, or either of, the Continuing Disclosure Agreements by and between the City, the Administrator and the Dissemination Agent with respect to the Bonds, and by and between the Developer, the Administrator and the Dissemination Agent, with respect to the Bonds.

“*Costs of Issuance Account*” means the Account established pursuant to Section 6.1 hereof.

“*County*” means Travis County, Texas.

“*Defeasance Securities*” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“*Delinquent Collection Costs*” means for an Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“*Designated Payment/Transfer Office*” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Austin, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“*Developer*” means Forestar (USA) Real Estate Group, Inc., a Delaware corporation.

“*Development Agreement*” means the agreement titled the “Development Agreement,” and which was entered into by and between the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company on November 7, 2018, as assigned to the Developer on October 31, 2019, as amended on November 6, 2019, October 21, 2020, June 15, 2022, and October 2, 2023.

“*Dissemination Agent*” means UMB Bank, N.A. and its successors.

“*District*” shall have the meaning set forth in the first recital.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Event of Default” shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

“Excess Additional Interest Reserve Amount” shall have the meaning set forth in Section 6.8(e) hereof.

“Financing Agreement” means the “Manor Heights Public Improvement District Financing and Reimbursement Agreement” between the City and the Developer, and consented to by RHOFF, LLC and by Continental Homes of Texas, L.P., effective as of April 21, 2021, which provides, in part, for the deposit of proceeds from the issuance and sale of PID Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Developer from the proceeds of the PID Bonds for funds advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

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

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Future Bonds Test” means the requirements established under Article XIII of the 2021 Indenture which must be satisfied prior to issuance of any Future Improvement Area Bonds.

“IA#4 Improvements Account” means the Account of such name established pursuant to Section 6.1 hereof.

“Improvement Area #4” means the area to be developed within the District, that is described by metes and bounds in Exhibit A-5 of the 2024 Amended and Restated Service and Assessment Plan and generally depicted on the map in Exhibit B-5 to the 2024 Amended and Restated Service and Assessment Plan.

“Improvement Area #4 Improvements” means those Authorized Improvements constructed that benefit Improvement Area #4, which are more particularly described in Section III.E of the 2024 Amended and Restated Service and Assessment Plan.

“Improvement Area #4 Reimbursement Agreement” means the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, by and between the City and the Developer that provides for reimbursement of

a portion of the Actual Costs of the Improvement Area #4 Improvements, plus interest, to the Developer.

“*Indenture*” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“*Independent Financial Consultant*” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

“*Initial Bond*” means the initial Bond as set forth in *Exhibit A* to this Indenture.

“*Interest Payment Date*” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, commencing September 15, 2024.

“*Investment Grade Rating*” means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

“*Investment Securities*” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“*Landowner*” or “*Landowners*” means, collectively, the Developer, RHOF, LLC, a Texas limited liability company, and Continental Homes of Texas, L.P., a Texas limited partnership, and any successor and assigns, or if Landowner’s interest in property located in the District is transferred, in whole or in part, in any manner, the subsequent landowner(s) or the successors(s) or assign(s) of such subsequent landowner.

“*Maximum Annual Debt Service*” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“*Non-Benefited Property*” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

“*Outstanding*” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

“*Owner*” or “*Holder*” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.13 herein.

“*Parcel*” means a property identified by either a tax map identification number assigned by the Travis Central Appraisal District for real property tax purposes, 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.

“*Paying Agent/Registrar*” means initially the Trustee, or any successor thereto as provided in this Indenture.

“*Person*” or “*Persons*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Petition*” is defined in the recitals.

“*PID Act*” means Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“*PID Bonds*” means bonds issued by the City to finance the Actual Costs of the Authorized Improvements, including the Bonds, and secured by assessments levied on assessed properties within the District.

“*Pledged Funds*” means the Pledged Revenue Fund, the Bond Fund, the Project Fund (but only with respect to such accounts of the Project Fund created pursuant to the terms of this Indenture), the Reserve Fund, and the Redemption Fund.

“*Pledged Revenue Fund*” means that fund established pursuant to Section 6.1 hereof and administered pursuant to Section 6.4 herein.

“*Pledged Revenues*” means the sum of (i) Assessment Revenue (other than Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“*Prepayment*” means the payment of all or a portion of an Assessment, with interest that has accrued to the date of prepayment, 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 an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“*Principal and Interest Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Project Collection Fund*” means that fund established by Section 6.1.

“*Project Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“*Purchaser*” means the initial underwriter of the Bonds.

“*Quarter in Interest*” means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

“*Rating Agency*” means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., Kroll Bond Rating Agency, Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

“*Rebate Amount*” has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

“*Rebate Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.9 herein.

“*Record Date*” means the close of business on the last calendar day of the month next preceding an Interest Payment Date.

“*Redemption Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.7 herein.

“*Redemption Price*” means 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

“*Refunding Bonds*” means bonds secured by a parity lien, with the Outstanding Bonds, on the Trust Estate issued pursuant to Section 3.6 hereof, as more specifically described in a Supplemental Indenture, authorizing the refunding of all or any portion of the Outstanding Bonds.

“*Register*” means the register specified in Article III of this Indenture.

“*Regulations*” shall have the meaning set forth in Section 7.5(a) hereof.

“*Reserve Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Reserve Account Requirement*” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of the average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is \$[_____], which is an amount equal to Maximum Annual Debt Service on the Bonds as of the Closing Date therefor.

“*Reserve Fund*” means that fund established pursuant to Section 6.1 and administered in Section 6.8 herein.

“*SEC*” means the United States Securities and Exchange Commission.

“*Series*” means any designated series of Refunding Bonds issued under this Indenture.

“*Series 2021 IA#1-2 Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Improvement Area #1-2 Project).

“*Series 2021 MIA Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2021 (Manor Heights Public Improvement District Major Improvement Area Project).

“*Series 2023 IA#3 Bonds*” means the City of Manor, Texas Special Assessment Revenue Bonds, Series 2023 (Manor Heights Public Improvement District Improvement Area #3 Project).

“*Service and Assessment Plan*” means the original Service and Assessment Plan approved by the City Council on May 5, 2021, as the same is amended and updated from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“*Stated Maturity*” means the date the Bonds are scheduled to mature without regard to any redemption or prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Tax Certificate*” means the Arbitrage and Tax Certificate delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date for the Bonds which establish that it is not expected that the proceeds of the

Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture.

“*Trustee*” means UMB Bank, N.A., Austin, Texas, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date for the Bonds or each series of Refunding Bonds issued under this Indenture, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture

shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$[____],000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the bonds during and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated May 23, 2024 (the “*Bond Date*”) and shall be issued in Authorized Denominations. Upon the receipt of an Investment Grade Rating on the Bonds, the City shall promptly notify the Dissemination Agent in writing of such rating change and shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the Municipal Securities Rulemaking Board and to forward such notice to the Paying Agent/Registrar and to the Trustee. The Dissemination Agent shall file such notice and forward the same to the Paying Agent/Registrar and to the Trustee immediately following the day on which it receives written notice of such occurrence from the City. Any such notice is required to be filed within ten (10) Business Days of the occurrence of the receipt of the Investment Grade Rating. Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

(b) Interest shall accrue and be paid on each Bond from the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing September 15, 2024, computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	__%
20__	_____	__%
20__	_____	__%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in *Exhibit A* to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) a certified copy of the Assessment Ordinance;
- (2) a certified copy of the Bond Ordinance;
- (3) a copy of the executed Financing Agreement;
- (4) a copy of the executed Improvement Area #4 Reimbursement Agreement;
- (5) a copy of this Indenture executed by the Trustee and the City;
- (6) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (7) a copy of the executed Continuing Disclosure Agreements for each of the City and the Developer;
- (8) a copy of the executed opinion of Bond Counsel; and
- (9) the approving opinion of the Attorney General of the State and the State Comptroller’s registration certificate.

(b) Each Series of Refunding Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate such Refunding Bonds and, upon payment of the purchase price of such Series of Refunding Bonds, shall deliver such Series of Refunding Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) the items described in Section 3.3(a)(1), (3), (4), and (5) above;

(2) a certified copy of the ordinance of the City Council authorizing the issuance of such Series of Refunding Bonds and all actions necessary therefor;

(3) an original executed counterpart of the Supplemental Indenture for such Series of Refunding Bonds that establishes, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, which such terms shall include a deposit into the Reserve Account of an amount equal to the Reserve Account Requirement taking into account the then Outstanding Bonds and the Bonds then proposed to be issued;

(4) a copy of the opinion of Bond Counsel required by Section 10.1 hereof;

(5) a City Certificate, including the requisite information as set forth in Section 3.3(a)(6) above, to the effect that the issuance of such Series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture;

(6) the City Representative shall certify to the Trustee in writing that the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained herein or in any Supplemental Indenture;

(7) City Certificate confirming that the principal (including sinking fund installments) of such Refunding Bonds is scheduled to mature on September 15 of the years in which principal is scheduled to mature; and

(8) City Certificate confirming that the interest on such Refunding Bonds is scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other

customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the City such funds theretofore held by it for payment of such Bonds. Thereafter, the registered Owner of that Bond shall look only to the City for payment and then only to amounts so received by the City. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

(e) In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is not a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and the City Secretary, by their manual or facsimile signatures, and the

official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that each Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds of such Series, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem of the City and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon City Certificate, deliver to DTC on behalf of the Purchaser, in the aggregate principal amount of all Bonds for such maturity, one registered definitive Bond for each year of maturity of the applicable Series, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable solely from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase,

construction, improvement, extension, replacement, enlargement or repair of the facilities needed in performing any such contract.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 15 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 15 and September 15. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the City, the Series of Refunding Bonds issued under this Section 3.6 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3(b) above.

Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and, upon written request from the City, file with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for

exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(h) Following the delivery and registration of the Initial Bond of a given Series and pending the preparation of definitive Bonds for such Series, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity

provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date for the Bonds, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or

drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word “Cede & Co.” in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Section 3.15. Use of Book-Entry-Only System Not Required.

Notwithstanding any provision of this Indenture to the contrary, any Supplemental Indenture may provide that a Series of Refunding Bonds will not be issued in book-entry-only form and that Sections 3.12 – 3.14 of this Indenture will not apply to such Series.

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV. Each Series other than the Bonds shall be subject to redemption as provided in the Supplemental Indenture authorizing the issuance of such Series.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to

Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

\$.000 Term Bond Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

\$.000 Term Bond Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

\$.000 Term Bond Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Stated Maturity

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.6 of this Indenture.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The Sinking Fund Installments of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced in integral multiples of \$1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions in Sections 4.3 and 4.4, respectively, hereof, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bonds in the inverse order of mandatory sinking fund redemption dates.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[___], such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund as provided in this Indenture), or as a result of unexpended amounts transferred from the IA#4 Improvements Account of the Project Fund pursuant to the terms of this Indenture. The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary option redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

(b) In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 4.7.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4, respectively, hereof, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

- (i) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bonds (the “10% or Greater Manner”); and
- (ii) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000.

(b) A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to \$1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to subsection 4.5(a) hereof, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot. The Trustee shall treat each \$1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination

of less than an Authorized Denomination; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(c) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not

redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply moneys available for redemption to the purchase of Bonds which were otherwise to be redeemed in such order or priority and subject to such restrictions as may be prescribed in this Indenture in the manner provided in this Section. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest but including any brokerage and other charges) for any Bond purchased by the City pursuant to this Section shall not exceed the principal amount of such Bond.

Section 4.8. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee (initially, Austin, Texas) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.9. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V
FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in *Exhibit A* to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as,

consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) The form of each Series other than the Bonds shall be set forth in the applicable Supplemental Indenture authorizing the issuance of such Series.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through CUSIP Global Services, managed by FactSet Research Systems, Inc. on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 5.4. Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Project Collection Fund;
- (ii) Pledged Revenue Fund;
- (iii) Bond Fund;
- (iv) Project Fund;
- (v) Redemption Fund;
- (vi) Reserve Fund;
- (vii) Rebate Fund; and
- (viii) Administrative Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(ii) The following Account(s) are hereby created and established under the Project Fund:

- (A) IA#4 Improvements Account; and
- (B) Costs of Issuance Account.

(iii) The following Account(s) are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(c) Each Fund (and each Account and each subaccount, if any) created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts

of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Except as otherwise provided herein, interest earnings and profit on each respective Fund and Account established by this Indenture, including the Project Collection Fund, shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$ _____;
- (ii) to the Reserve Account of the Reserve Fund: \$ _____, which is equal to the initial Reserve Account Requirement;
- (iii) to the Administrative Fund: \$60,000.00;
- (iv) to the Costs of Issuance Account of the Project Fund: \$ _____; and
- (v) to the IA#4 Improvements Account of the Project Fund: \$ _____.

Section 6.3. Project Collection Fund.

While any Bonds are Outstanding, the County, by agreement with the City, may collect Assessment Revenue on the City’s behalf. If the County, whether acting by and through its Tax Office or otherwise, presents or otherwise tenders to the Trustee such collected Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Assessment Revenue and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of the Annual Collection Costs and the Delinquent Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, on or before February 20, 2026, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, deposit or cause to be deposited all of that portion of the Assessment Revenue deposited into the Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund.

Section 6.4. Pledged Revenue Fund.

(a) Upon the Trustee’s receipt of the Pledged Revenues from the Project Collection Fund, the Trustee shall deposit or cause to be deposited the Pledged Revenues to be applied by the Trustee in the following order of priority:

- (i) first, to the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;

- (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;
- (iv) fourth, to the Project Fund to pay Actual Costs of the Improvement Area #4 Improvements; and
- (v) fifth, to pay other costs permitted by the PID Act.

Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.8 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described by Section 11.4(a) below.

(d) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.4(a) hereof, the Trustee shall deposit as soon as practicable after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Assessed Property or Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to Section 6.4(a)(i) – (iv) above, the City may

direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.5. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.8(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 15, 2024	\$ _____
March 15, 2025	\$ _____
September 15, 2025	\$ _____

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the IA#4 Improvements Account of the Project Fund, pursuant to directions provided in a City Certificate, or if the IA#4 Improvements Account of the Project Fund has been closed as provided in Section 6.6(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Section 6.6. Project Fund.

(a) Money on deposit in the IA#4 Improvements Account and the Costs of Issuance Account of the Project Fund shall be used for the purposes specified herein.

(b) Disbursements from the IA#4 Improvements Account of the Project Fund to pay the Actual Costs of the Improvement Area #4 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Financing Agreement and this Section 6.6 of the Indenture. Such provisions and procedures related to such disbursement

contained in the Financing Agreement are herein incorporated by reference and deemed set forth herein in full, provided the Trustee shall be protected in disbursing from the IA#4 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.6.

(c) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(d) If the City Representative reasonably determines that amounts then on deposit in the IA#4 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#4 Improvements Account due to the abandonment, or constructive abandonment, of the Improvement Area #4 Improvements, such that, in the reasonable opinion of the City Representative after a reasonable inquiry or concurrence of the Developer, as applicable, it is unlikely that the amounts in the IA#4 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#4 Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#4 Improvements Account that are not expected to be used for purposes of the IA#4 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#4 Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture.

(e) Upon the filing of a City Certificate stating that all of the Improvement Area #4 Improvements have been completed and that all Actual Costs of the Improvement Area #4 Improvements allocable to the Assessed Property have been paid, or that any such Actual Costs are not required be paid from the IA#4 Improvements Account of the Project Fund, the Trustee shall (i) transfer the amount, if any, remaining within the IA#4 Improvements Account of the Project Fund to the Principal and Interest Account of the Bond Fund, and (ii) close the IA#4 Improvements Account of the Project Fund.

(f) Not later than six (6) months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the Costs of Issuance Account of the Project Fund shall be transferred to the IA#4 Improvements Account of the Project Fund, as directed by the City in a City Certificate filed with the Trustee, and the Costs of Issuance Account of the Project Fund shall be closed.

(g) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant. The preceding clause notwithstanding, the City Representative shall undertake a reasonable inquiry before filing a City Certificate transferring funds in accordance with Section 6.6(d) as a result of the abandonment or constructive abandonment of the Improvement Area #4 Improvements.

In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such City Certificate if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any City Certificate by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.7. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, as directed by City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.8. Reserve Fund.

(a) The Reserve Account will be initially funded with a deposit of \$[] from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.4(a) hereof, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.4(a) hereof, an amount equal to the Additional Interest in the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account.

(b) Whenever a transfer is made from an account of the Reserve Fund to the Principal and Interest Account of the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii)

the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account of the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.5 hereof, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.9 hereof, or (ii) to the IA#4 Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “*Excess Additional Interest Reserve Amount*”). Such excess on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption. The Trustee shall incur no liability for the accuracy or validity of the transfer so long as the Trustee made such transfer pursuant to this Section.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Principal and Interest Account of the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer first from the Additional Interest Reserve Account of the Reserve Fund and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Redemption Fund and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Fund withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.4.

(i) If the amounts held in the Reserve Fund together with the amounts held in the Bond Fund and Redemption Fund are sufficient to pay the principal amount and of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds as of such Interest Payment Date.

Section 6.9. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Manor, Texas Rebate Fund” (the “Rebate Fund”) to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government related to the Bonds in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate. The Trustee may conclusively rely on such City Certificate as set forth in this Section and shall not be responsible for any loss or liability resulting from the investment of funds under this Section.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) hereof in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.10. Administrative Fund.

(a) On or before February 20, 2026, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with Section 6.3 hereof. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from

the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the 2024 Amended and Restated Service and Assessment Plan.

(b) The Administrative Fund is not a Pledged Fund.

Section 6.11. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the Morgan Stanley Government Fund, 8352 (CUSIP 61747C889).

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.11(a) above.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.12. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Assessment, delinquent Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.13. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII
COVENANTS

Section 7.1. Confirmation of the Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Assessments against the respective Assessed Properties from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of the Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Financing Agreement or Improvement Area #4 Reimbursement Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #4

Improvements, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under this Indenture, except any pledge created for the equal and ratable security of the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or any other property pledged under this Indenture, except that the City may issue Refunding Bonds in accordance with the terms of this Indenture.

Section 7.4. Records, Accounts and Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it under the Financing Agreement or the Improvement Area #4 Reimbursement Agreement for funds it has contributed to pay Actual Costs of the Improvement Area #4 Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City’s regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Issue Date*” for the tax-exempt Bonds or other obligations of the City is the respective date on which such bonds or other obligations of the City is delivered against payment therefor.

“*Net Sale Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the “tax assessment loan exception” within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield

from the Issue Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the final Computation Date. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits.* Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Not Hedge Bonds.* The City will not invest more than 50 percent of the Proceeds of each series of the Bonds in Nonpurpose Investments having a substantially guaranteed yield for four years or more. On the Issue Date of each series of the Bonds, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of each series of the Bonds will be used to carry out the governmental purpose of such series within three years after the respective Issue Date of such series.

(k) *Elections.* The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City’s failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX
THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the Administrative Fund (and to the extent moneys in the such funds are insufficient, then from any money in its possession, except the Rebate Fund) to pay all costs, fees, expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior

to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of Improvement Area #4 of the District.

(d) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(f) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(g) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(h) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a Quarter in Interest

of the Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of a Quarter in Interest of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(j) Before taking any action under this Indenture (other than making any payment of principal, premium, or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which it adjudicated to have resulted from its negligence or willful misconduct.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time

of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

The Trustee may conclusively rely upon any City Certificate received by it pursuant to the terms hereof and shall in no instance be obligated to make any independent investigation in connection therewith.

Section 9.6. Compensation.

Unless otherwise expressly provided by written contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction from the City, compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a lien therefor on any and all funds at any time held by the Trustee (except the Rebate Fund). None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys held in the Administrative Fund and to the extent moneys in the Administrative Fund are insufficient, then from any money in its possession (except the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held by the Trustee (except the Rebate Fund). The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than 10% of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged bankrupt, insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners a Quarter in Interest of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon payment of amounts owing to it hereunder, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing,

on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements hereunder.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared

or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.17. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.18. Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

ARTICLE X
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;
- (ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;
- (iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;
- (iv) to authorize a Series of Refunding Bonds in accordance with the provisions of this Indenture; and
- (v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the

Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 45-day period; provided however that the Trustee during such 45-day period and any such further period during which any such action or proceeding may be pending shall be entitled, in its sole discretion, to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient and the Trustee shall have no liability with respect to any action taken or any instance of inaction except as a consequence of its own negligence or willful misconduct.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 above, with the written consent of the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of qualified counsel addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Assessments including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and

(iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default by the Owners of a Quarter in Interest of the Bonds requesting that the failure be remedied.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application; provided, however, the City Certificate shall account and provide for payment in full of all amounts then due under this Indenture, including but not limited to full payment of principal and interest due and payable on bonds similarly secured. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or

more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by Owners of a Quarter in Interest of the Bonds, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII
GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all

delinquencies in the collection of the Improvement Area #4 Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture, and which shall at all times be subject to inspection by the City during the Trustee's regular business hours and each Owner or their representatives duly authorized in writing providing reasonable notice to the Trustee.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.4. Texas Government Code Section 2271.002.

The Trustee represents and verifies, under Section 2271.002, Texas Government Code, that the Trustee and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Trustee, if any, do not boycott Israel and will not boycott Israel through the full term of this Agreement. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, 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.

Section 12.5. Texas Government Code Section 2276.002.

The Trustee represents and verifies, under Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session ("SB 13")), as amended, that the Trustee, and the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Trustee do not boycott energy companies and, such entities will not boycott energy companies through the full term of this Agreement. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas

Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), 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.

Section 12.6. Texas Government Code Sections 2274.001 and 2274.002.

The Trustee represents and verifies, under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, (“SB 19”)), as amended, that Trustee, nor the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Trustee have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the full term of this Agreement discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County to comply with such Section. As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (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,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as 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 (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or

similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any 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.

Section 12.7. No Terrorist Organization.

The Trustee 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, as amended, 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 to solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Trustee 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. The Trustee understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

Section 12.8. Survival of Representations.

As used in the foregoing verifications, the Trustee understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Trustee. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding sections shall survive termination of this Agreement until the statute of limitations has run.

ARTICLE XIII
SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Funds, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Additional Obligations or Other Liens; Refunding Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents and has no duty to verify the accuracy of such information.

ARTICLE XIV
PAYMENT AND CANCELLATION OF THE BONDS AND
SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Manor, Texas 105 E. Eggleston Street P.O. Box 387 Manor, Texas 78653 Attn: City Manager Fax No.: 512.272.8792 Email: smoore@manortx.gov
With copy to:	The Knight Law Firm, LLP Attn: Veronica Rivera, City Attorney 223 West Anderson Lane, Suite A-105 Austin, Texas 78752 Fax No.: 512.922.3004 Email: vrivera@cityattorneytexas.com
If to the Trustee or the Paying Agent/Registrar:	UMB Bank, N.A. Attn: Robert Rodriguez 6034 Courtyard Dr., Ste. 370 Austin, Texas 78730 Fax No.: 512.582.5855 Email: Robert.Rodriguez@umb.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the

City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey, Mayor

Attest:

Lluvia T. Almaraz, City Secretary

[CITY SEAL]

UMB BANK, N.A.,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. R- _____

\$ _____

United States of America
State of Texas

CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 15, 20____	_____	564099_____

The City of Manor, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be

paid semiannually on March 15 and September 15 of each year, commencing September 15, 2024, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Austin, Texas (the “*Designated Payment/Transfer Office*”), of UMB Bank, N.A., as trustee and paying agent/registrar (the “*Trustee*”, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “*Record Date*,” which shall be the last calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for 30 days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “*Bonds*”), dated May 23, 2024 and issued in the aggregate principal amount of \$[____],000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of May 1, 2024 (the “*Indenture*”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during

and after the period of acquisition and construction of the Improvement Area #4 Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption (the "Redemption Price") from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

[Insert Maturity Tables from Section 4.2]

At least forty-five (45) days prior to each scheduled mandatory redemption date and subject to any prior reduction authorized by this Indenture, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced in integral multiples of \$1,000 by any portion of such Bonds, which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption

provisions in Sections 4.3 and 4.4, respectively, of the Indenture, and not previously credited to a mandatory sinking fund redemption, as follows:

(i) if the Bonds to be redeemed are selected in accordance with the 10% or Greater Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond on a pro rata basis among the scheduled Sinking Fund Installments to be mandatorily redeemed on the mandatory sinking fund redemption dates; or

(ii) if the Bonds to be redeemed are selected in accordance with the Less Than 10% Manner (as defined and described below), the Sinking Fund Installment of Bonds of a Stated Maturity required to be redeemed for each mandatory sinking fund redemption date shall be reduced by the principal amount called for redemption and allocated to such Bond in the inverse order of mandatory sinking fund redemption dates.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 15, 20[], such redemption date or dates to be fixed by the City, at the Redemption Price.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

If less than all of the Bonds are called for optional redemption or extraordinary optional redemption pursuant to Sections 4.3 and 4.4 of the Indenture, the Bonds or portion of a Bond of any one maturity to be redeemed shall be selected in the following manner:

(a) If the principal amount called for redemption is greater than or equal to ten percent (10%) of the original aggregate principal amount of the Bonds, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds and a portion of all Outstanding Bonds shall be redeemed in the principal amount allocated to such Bond (the “10% or Greater Manner”); and

(b) If the principal amount called for redemption is less than ten percent (10%) of the original aggregate principal amount of the Bonds, the Outstanding Bonds shall be redeemed in inverse order of maturity (the “Less Than 10% Manner”).

Bonds may be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000.

A portion of an Outstanding Bond of any one maturity may be redeemed, but only in a principal amount equal to \$1,000 or any integral thereof. If a portion of an Outstanding Bond of a maturity is selected for redemption pursuant to the Indenture, the Trustee shall select the Outstanding Bonds of such maturity to be redeemed by lot or in any manner deemed fair by the Trustee. The Trustee shall treat each \$1,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption. No redemption shall result in a Bond in a denomination of less than an Authorized Denomination; provided, however, if the amount of Outstanding Bonds is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

The Trustee shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in

exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF MANOR, TEXAS, TRAVIS COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Manor, Texas

City Secretary, City of Manor, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
 §
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

UMB Bank, N.A.,
Austin, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date, as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered I-1.

\$[_____]
**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

BOND PURCHASE AGREEMENT

May 1, 2024

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

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the “Underwriter”), offers to enter into this Bond Purchase Agreement (this “Agreement”) with the City of Manor, Texas (the “City”), which will be binding upon the City and the Underwriter upon the acceptance of this Agreement by the City. This offer is made subject to its acceptance by the City by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the City and UMB Bank, N.A., as trustee (the “Trustee”), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the \$[_____] aggregate principal amount of the “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”), at a purchase price of \$[_____] (representing the aggregate principal amount of the Bonds, less an original issue discount of \$[_____], and less an Underwriter’s discount of \$[_____]).

Inasmuch as this purchase and sale represents a negotiated transaction, the City understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the City (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s length

commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from the City, and (vi) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (“MSRB”), which have been received by the City. The City further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the City regarding the expenditure of Bond proceeds and the construction of the Improvement Area #4 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the City.

The Bonds shall be dated [May 23], 2024, and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on [May 23], 2024 (or such other date as may be agreed to by the City and the Underwriter) (the “Closing Date”).

2. Authorization Instruments and Law. The Bonds were authorized by an ordinance enacted by the City Council of the City (the “City Council”) on [May 1], 2024 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “Act”), and the Indenture of Trust, dated as of [May 1], 2024, between the City and the Trustee (the “Indenture”). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate (as defined in the Indenture) consisting primarily of revenue from proceeds of special assessments (the “Assessments”) levied on the assessable parcels within Improvement Area #4 of the Manor Heights Public Improvement District (the “District”). The District was created by Resolution No. 2018-10 of the City adopted on November 7, 2018 (the “Creation Resolution”) in accordance with the Act. The City adopted Resolution No. 2020-11 on October 7, 2020, which authorized adding additional land to the boundaries of the District (the “Additional Land Resolution”). An amended and restated service and assessment plan (the “2024 Amended and Restated Service and Assessment Plan”) which sets forth the costs of the Improvement Area #4 Improvements and the method of payment of the Assessments levied against assessable property located within Improvement Area #4 of the District was approved pursuant to an ordinance adopted by the City Council on [May 1], 2024 (the “Assessment Ordinance” and, together with the Creation Resolution, the Additional Land Resolution, the Indenture and the Bond Ordinance, the “Authorizing Documents”). The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of the Improvement Area #4 Improvements, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Authorized Improvements, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Reserve Fund, funded at the Reserve Account Requirement, is reasonably required for the purposes for which the Reserve Fund has been established, is a vital factor in marketing the Bonds, and facilitates the marketing of the Bonds at interest rates comparable to those of other bonds of a similar type.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 4 hereof and to no more than thirty-five persons that qualify as either “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act (defined herein) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Establishment of Issue Price.

a. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on or before Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this Section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s Financial Advisor identified herein and any notice or report to be provided to the City may be provided to the City’s Financial Advisor.

b. The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the City on Schedule I to the issue price certificate the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the “10% test”), and shall identify to the City on Schedule I to the issue price certificate those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

c. The City and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been

met as of the date of this Agreement, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- i. the close of the fifth (5th) business day after the sale date; or
- ii. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

d. The Underwriter confirms that any selling group agreement and any retail distribution agreement, if applicable, relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public as set forth in the related pricing wires and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule, if applicable to the Bonds, and that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold- the-offering-price rule if applicable to the Bonds.

e. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

i. “public” means any person other than an underwriter or a related party to an underwriter,

ii. “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

iii. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

iv. “sale date” means the date of execution of this Agreement by all parties.

5. Limited Offering Memorandum.

a. Delivery of Limited Offering Memorandum. The City previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated April [], 2024 (the “Preliminary Limited Offering Memorandum”), in a “designated electronic format,” as defined in the MSRB Rule G-32 (“Rule G-32”). The City will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the “Limited Offering Memorandum”) which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (“Rule 15c2-12”), (iii) in a “designated electronic format,” and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the “Limited Offering Memorandum.” Until the Limited Offering Memorandum has been prepared and is available for distribution, the City shall provide to the Underwriter, upon request, sufficient

quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

b. Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the limited public offering, sale, and distribution of the Bonds. The City hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

c. Use of Limited Offering Memorandum in Offering and Sale. The City hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the limited public offering and the sale of the Bonds. The City consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the limited public offering of the Bonds. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the City's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The City shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

d. Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the City becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the City will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the City will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will

not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the City in accordance herewith, the City makes no representations with respect to the following information (collectively, the “Non-City Disclosures”), (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York (“DTC”), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions “PLAN OF FINANCE — Development Plan,” “— Home Development within the District,” “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BOOK ENTRY-ONLY SYSTEM,” “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “THE ADMINISTRATOR,” “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #4,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “SUITABILITY FOR INVESTMENT,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “INFORMATION RELATING TO THE TRUSTEE,” “APPENDIX E-2” and “APPENDIX H.” If such notification shall be subsequent to the Closing Date, the City, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The City shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

e. Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access (“EMMA”) system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the City can assume that the “end of the underwriting period” for purposes of Rule 15c2-12 is the Closing Date.

f. Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as “Accredited Investors” (as defined in Rule 501 of Regulation D under the Securities Act) or “Qualified Institutional Buyers” (within the meaning of Rule 144A under the Securities Act).

6. City Representations, Warranties and Covenants. The City represents, warrants and covenants that:

a. Due Organization, Existence and Authority. The City is a political subdivision of the State of Texas (the “State”), and has, and at the Closing Date will have, full legal right, power and authority:

i. to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City, Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF”), as assigned to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”);

(4) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P., a Texas limited partnership (“Continental Homes”);

(5) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023 (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(6) Ordinance No. 536 enacted by the City on December 5, 2018 (the “TIRZ Ordinance”) designating the land within the District as a Tax Increment Reinvestment Zone Number One, City of Manor, Texas (the “TIRZ”);

(7) Tax Increment and Reinvestment Zone No. 1, City of Manor, Texas Project and Finance Plan (the “TIRZ Project and Finance Plan”);

(8) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(9) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [May 1], 2024 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and UMB Bank, N.A., as Dissemination Agent.

- ii. to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and
 - iii. to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Development Agreement, (4) the Financing and Reimbursement Agreement, (5) the IA#4 Reimbursement Agreement, (6) the TIRZ Ordinance, (7) the TIRZ Project and Finance Plan, (8) the Landowner Agreement, (9) the Continuing Disclosure Agreement of Issuer, (10) the Limited Offering Memorandum and (11) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (11) being referred to collectively herein as the “City Documents”).
- b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors’ rights generally. The City has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.
- c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the Act. The City has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other City Documents, (ii) to issue, sell, and deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Ordinance, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the City described by the City Documents and the Bond Ordinance.
- d. No Breach or Default. As of the time of acceptance hereof, and to its knowledge, the City is not, and as of the Closing Date the City will not be, in

breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the City's ability to perform its obligations under the Bonds or the City Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the City Documents and compliance by the City with the obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the City Documents.

- e. No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the City with respect to which the City has been served with process, nor to the knowledge of the City is any Action threatened against the City, in which any such Action (i) in any way questions the existence of the City or the rights of the members of the City Council to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the City; and, as of the time of acceptance hereof, to the City's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.
- f. Bonds Issued Pursuant to Indenture. The City represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding

obligations of the City subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the City, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of certain revenues and the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

- g. Assessments. The Assessments constituting the security for the Bonds have been levied by the City in accordance with the Act on those parcels of land identified in the Improvement Area #4 Assessment Roll (as defined in the 2024 Amended and Restated Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for State, county, school district, or municipality ad valorem taxes.
- h. Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the City Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.
- i. Public Debt. Prior to the Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.
- j. Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects, and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures.
- k. Limited Offering Memorandum. At the time of the City's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 5 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent

to the “end of the underwriting period,” the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representations with respect to the Non-City Disclosures; and further provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

1. Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 5 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the “end of the underwriting period,” the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the City notifies the Underwriter of any fact or event as required by Section 5(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.
- m. Compliance with Rule 15c2-12. During the past five years, the City has complied in all material respects with its previous continuing disclosure undertakings made in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.
- n. Use of Bond Proceeds. The City will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.
- o. Blue Sky and Securities Laws and Regulations. The City will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the City, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility

of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the City will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

- p. Certificates of the City. Any certificate signed by any official of the City authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the City to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.
- q. Intentional Actions Regarding Representations and Warranties. The City covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.
- r. Financial Advisor. The City has engaged SAMCO Capital Markets, Inc., as its financial advisor (the “Financial Advisor”) in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the City shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

7. Developer Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Developer, an executed Developer Letter of Representations (the “Developer Letter of Representations”) in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set forth in Section 10(e) hereof (the “Developer Closing Certificate”).

8. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, (i) the City will deliver or cause to be delivered to DTC through its “FAST” System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the City and authenticated by the Trustee as provided in the Indenture, and (ii) the City will deliver the closing documents hereinafter mentioned to Bickerstaff Heath Delgado Acosta LLP (“Bond Counsel”), or a place to be mutually agreed upon by the City and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer in federal funds payable to the order of the City or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are

herein called the “Closing.” The Bonds will be made available to the Underwriter or Underwriter’s Counsel (as defined herein) for inspection not less than twenty-four (24) hours prior to the Closing.

9. Underwriter’s Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the City of its obligations under this Agreement, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter’s obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the City of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

- a. Bring-Down Representations of the City. The representations and covenants of the City contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.
- b. Executed Agreements and Performance Thereunder. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the City as, in the opinion of Bond Counsel and Underwriter’s Counsel, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the City described in this Agreement and the City Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of Metcalfe Wolff Stuart & Williams, LLP (“Developer’s Counsel”), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developer Letter of Representations, the Development Agreement, the Financing and Reimbursement Agreement, the IA#4 Reimbursement Agreement, the Landowner Agreement, and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of [May 1], 2024, executed and delivered by the Developer, the Administrator and UMB Bank, N.A., as the Dissemination Agent (the “Continuing Disclosure Agreement of the Developer” and, together with the Developer Letter of Representations, the Development Agreement, the Financing and Reimbursement Agreement, the IA#4 Reimbursement Agreement, and the Landowner Agreement, the “Developer Documents”); and (v) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing.
- c. No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the City Documents, the Developer Documents or other documents relating to the financing and construction of the Improvement Area #4 Improvements and the Development (as defined in the Limited Offering

Memorandum), and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of the Developer to pay the Assessments when due or complete the Improvement Area #4 Improvements.

- d. Closing Documents. At or prior to the Closing, the Underwriter or Underwriter's Counsel shall have received each of the documents required under Section 10 below.
- e. Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the City if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:
 - i. the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:
 - (1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the City or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission (“SEC”) or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(5) there shall have occurred (whether or not foreseeable) since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

- (7) any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or
- ii. the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or
 - iii. any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or
 - iv. any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or
 - v. a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or
 - vi. a material disruption in securities settlement, payment or clearance services shall have occurred; or
 - vii. a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

- viii. the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

10. Closing Documents. At or prior to the Closing, the Underwriter (or Underwriter's Counsel on behalf of the Underwriter) shall receive the following documents:

- a. Bond Opinion. The approving opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 10(b) hereof, to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.
- b. Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to Underwriter or Underwriter's Counsel, to the following effect:
 - i. Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (first paragraph only) and "— Legal Opinions," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and "APPENDIX B," and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and

- accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the 2024 Amended and Restated Service and Assessment Plan and the Indenture;
- ii. The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;
 - iii. On each respective date thereof, the City had full power and authority to adopt the Creation Resolution, the Additional Land Resolution, the Assessment Ordinance, including the 2024 Amended and Restated Service and Assessment Plan, and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the “City Actions”) and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and
 - iv. The Indenture, the Development Agreement, the Financing and Reimbursement Agreement, the IA#4 Reimbursement Agreement, the Landowner Agreement, the Continuing Disclosure Agreement of the Issuer and this Agreement have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors’ rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.
- c. City Legal Opinion. An opinion of the attorney for the City, dated the Closing Date and addressed to the Underwriter, the City, Bond Counsel and the Trustee, with respect to matters relating to the City, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.
 - d. Opinion of Developer’s Counsel. An opinion of Developer’s Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the City, Bond Counsel, the Attorney for the City, the Underwriter, and the Trustee or in the form otherwise agreed upon by the Underwriter.
 - e. Developer Closing Certificate. The Developer’s Closing Certificate dated as of the Closing Date, signed by an authorized officer of the Developer in substantially the form of Appendix E hereto.

- f. City Certificate. A certificate of the City, dated the Closing Date, signed by an appropriate City Official, to the effect that:
- i. the representations and warranties of the City contained herein and in the City Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;
 - ii. the Authorizing Documents and City Documents are in full force and effect and have not been amended, modified, or supplemented;
 - iii. except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the City is pending or, to the best of the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the City Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and
 - iv. the City has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the City Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.
- g. Trustee's Counsel Opinion. An opinion of counsel to the Trustee, dated the Closing Date and addressed to the Underwriter, the City and Bond Counsel, in form and substance acceptable to Underwriter's Counsel, the City and Bond Counsel to the following effect:
- i. the Trustee is duly organized, validly existing and in good standing as a national banking association organized under the laws of the United States of America, and is duly qualified to serve as Trustee in accordance with the qualifications set forth for the Trustee in the Indenture;
 - ii. the Trustee has full right, power, and authority to enter into the Indenture, to perform its obligations under, and to carry out and consummate all of the transactions involving the Trustee contemplated by, the Indenture; and
 - iii. the Indenture has been duly authorized, executed and delivered by the Trustee and is valid and enforceable against the Trustee in accordance with its terms.
- h. Trustee's Certificate. A customary authorization and incumbency certificate dated prior to the Closing Date, signed by authorized officers of the Trustee in

form and substance acceptable to the Underwriter, Underwriter's Counsel and Bond Counsel.

- i. Underwriter Counsel Opinion. An opinion of Norton Rose Fulbright US LLP ("Underwriter's Counsel") to the effect that:
 - i. based on (A) such counsel's review of the Bond Ordinance, the Indenture, and the Limited Offering Memorandum; (B) its discussions with Bond Counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;
 - ii. based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the City contained in the Continuing Disclosure Agreement of the Issuer; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Ordinance, the Indenture, and the Continuing Disclosure Agreement of the Issuer have been duly adopted by the City and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the City has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and
 - iii. although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- j. Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

- k. Delivery of City Documents and Developer Documents. The City Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter and Underwriter’s Counsel.
- l. Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.
- m. Arbitrage and Tax Certificate. A certificate of the City in form and substance satisfactory to Bond Counsel and Underwriter’s Counsel setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.
- n. Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State’s Certificate of Registration for the Initial Bond.
- o. Continuing Disclosure Agreements. The Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix E-1 and Appendix E-2.
- p. Future Improvement Area Bonds Certificates. A certificate of each of the City Representative, the Developer and the Administrator as required by Article XIII of the 2021 Indenture (as defined in the Indenture) evidencing that requirements set forth in Article XIII of the 2021 Indenture for the issuance of “Future Improvement Area Bonds” have been satisfied.
- q. Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter.
- r. Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Improvement Area #4 attached as Appendix H to the Limited Offering Memorandum.
- s. Evidence of Filing of Creation Resolution and Additional Land Resolution, Landowner Agreement, and 2024 Amended and Restated Service and Assessment Plan. Evidence that (i) the Creation Resolution and Additional Land Resolution including a legal description of the District by metes and

bounds, (ii) the 2024 Amended and Restated Service and Assessment Plan, including the Assessment Roll for Improvement Area #4 of the District, and (iii) the Landowner Agreement have been filed of record in the real property records of Travis County, Texas.

- t. Developer’s Organizational Documents. The Developer shall have delivered to the Underwriter and the City, (i) fully executed copies of the Developer’s organizational documents, (ii) evidence of good standing in the State of Delaware, (iii) a Certificate of Authority from the Texas Secretary of State and (iv) a verification of franchise tax account status from the Texas Secretary of State.
- u. Rule 15c2-12 Certification. A resolution, ordinance or certificate of the City (which may be included in the Bond Ordinance) whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.
- v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the Continuing Disclosure Agreement of the Issuer and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter. The Underwriter hereby acknowledges and agrees that UMB Bank, N.A. is an acceptable dissemination agent.
- w. BLOR. A copy of the Blanket Issuer Letter of Representation to DTC signed by the City.
- x. Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

11. City’s Closing Conditions. The obligation of the City hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 10(a) hereof and all documents required to be provided by the Developer.

12. Consequences of Termination. If the City shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter and the City shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

- a. The Underwriter shall be under no obligation to pay, and the City shall cause to be paid from proceeds of the Bonds the following expenses incident to the

issuance of the Bonds and performance of the City's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the City's Financial Advisor, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the City or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator, and (vi) the expenses incurred by or on behalf of City employees and representatives that are incidental to the issuance of the Bonds and the performance by the City of its obligations under this Agreement.

- b. The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its limited public offering and distribution of the Bonds, except as noted in Subsection 13(a) above.
- c. The City acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to: City of Manor, Texas, 105 E. Eggleston Street, Manor, Texas 78653, Attention: City Manager. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 30025, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the City and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the City's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the City shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements

contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the City Council, nor any officer, representative, agent, or employee of the City, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter'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 Underwriter. The Underwriter 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 Underwriter; and, neither the City nor its consultants have verified such information.

23. Statutory Verification. The Underwriter makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

24. Not a Sanctioned Company. The Underwriter 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, Government Code. The foregoing representation excludes the Underwriter 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.

25. No Boycott of Israel. The Underwriter hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

26. No Discrimination Against Firearm Entities. The Underwriter 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 discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

27. No Boycott of Energy Companies. The Underwriter 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name:
Title:

Accepted at _____ a.m./p.m. central time on the date first stated above.

CITY OF MANOR, TEXAS

By: _____
Mayor

SCHEDULE I

\$[_____]
CITY OF MANOR, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)

Interest Accrues From: Closing Date

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%;^{(a), (c), (d)}

\$ _____ % Term Bonds, Due September 15, 20__, Priced to Yield _____%;^{(a), (b), (c), (d)}

-
- (a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test," and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.
 - (b) The Bonds may be redeemed before their scheduled maturity date, in whole or in part, on any date on and after September 15, 20__, such redemption date or dates to be fixed by the City, at the redemption price as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
 - (c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE BONDS — Redemption Provisions."
 - (d) The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

\$ _____ Term Bonds Maturing September 15, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 15, 20__	\$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__ [*]	

^{*} Stated Maturity

APPENDIX A

FORM OF DEVELOPER LETTER OF REPRESENTATIONS

\$[_____]
**CITY OF MANOR, TEXAS,
 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
 (MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
 IMPROVEMENT AREA #4 PROJECT)**

DEVELOPER LETTER OF REPRESENTATIONS

May 1, 2024

City of Manor, Texas
 105 E. Eggleston Street
 Manor, Texas 78653
 Bickerstaff Heath Delgado Acosta LLP
 3711 S. MoPac Expy., Building 1, Suite 300
 Austin, Texas 78746

FMSbonds, Inc.
 5 Cowboys Way, Suite 300-25
 Frisco, Texas 75034
 UMB Bank, N.A.
 6034 W. Courtyard Drive, Suite 370
 Austin, Texas 78730

Ladies and Gentlemen:

This letter is being delivered to the City of Manor, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the “Bond Purchase Agreement”) for the sale and purchase of the \$[_____] “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the City, and the City has agreed to sell to the Underwriter, the Bonds. In order to induce the City to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the City and the purchase of them by the Underwriter, the undersigned, Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), makes the representations, warranties, and covenants contained in this Developer Letter of Representations based on its current, actual knowledge. Unless the context clearly indicates otherwise, each capitalized term used in this Developer Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developer understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Developer, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developer Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period” for the Bonds), the Developer becomes aware of any material fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developer will notify the Underwriter promptly (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developer Letter of Representations and any certificate delivered by the Developer in accordance with the Bond Purchase Agreement, the Developer makes no representations with respect to the information appearing in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum except for the information set forth in the maps included therein and under the captions and subcaptions “PLAN OF FINANCE (except for “ — The Bonds””, “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #4 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF INFORMATION — Source of Certain Information,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) in accordance with subsection 4(f) herein.

3. Developer Documents. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) this Developer Letter of Representations;

(b) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF”), as assigned the Developer;

(c) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P., a Texas limited partnership (“Continental Homes”);

(d) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(e) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021, executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(f) the Continuing Disclosure Agreement of the Developer.

The Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

The representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

4. Developer Representations, Warranties and Covenants. The Developer represents, warrants, and covenants to the City and the Underwriter that:

(a) Due Organization and Existence. The Developer is duly formed and validly existing as a corporation under the laws of the State of Delaware and is authorized to do business in the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developer provided by the Developer (the “Developer Organizational Documents”) to the City and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented since delivery to the City and the Underwriter, and are in full force and effect as of the date hereof.

(c) By all necessary action, the Developer has duly authorized and approved its execution and delivery of the Developer Documents and the performance by the Developer of its obligations contained in the Developer Documents as of the date hereof, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) No Breach. The execution and delivery of the Developer Documents by the Developer does not violate any judgment, ordinance, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party.

(e) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or to the Developer’s knowledge

threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(f) Information. The information prepared and submitted by the Developer to the City or the Underwriter in connection with the preparation of (i) the Preliminary Limited Offering Memorandum and (ii) the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(g) Consent to Bond Issuance. The Developer hereby consents to the issuance of the Bonds.

(h) Agreement. The Developer covenants that, while the Bonds are outstanding, the Developer will not bring any action, suit proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body which in any way seeks to challenge or overturn the District, the validity of the Developer Documents, the levy or collection of the Assessments, or the validity of the Bonds or the proceedings relating to their issuance. The Developer makes the preceding representation for the sole purpose of ensuring the enforceability of the Assessments, the validity of the Bonds, the Developer Documents and the proceedings relating thereto; such clause shall not be interpreted to in any way affect Developer's rights and remedies under any of the Developer Documents.

(i) Permits, Licenses, Etc. The Developer has obtained and there are currently in force and effect, or the Developer is not aware of any fact that will prevent the Developer from receiving at or prior to the Closing Date or by the date required or necessary therefor, all consents, permits, licenses, certificates and other approvals (governmental or otherwise) required of it that:

a. are necessary to conduct the Developer's business relating to the development of the District as it is currently being conducted; or

b. would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance of its obligations under this Developer Letter of Representations, the Developer Documents and any other material agreement or instrument to which they are a party and which is to be used or contemplated for use in the consummation of the transactions described herein or by the Limited Offering Memorandum relating to the financing of the Improvement Area #4 Improvements.

The representations made by the Developer in this subsection (i) are subject to the timely and efficient review and approval of all consents, permits, licenses, certificates, and other approvals (governmental or otherwise) by the City, and other third-party entities, as applicable, and the Developer makes no representations as to such entities' timely processing thereof.

(j) Preliminary Limited Offering Memorandum. The Developer represents and warrants that the information set forth in the Developer Disclosures in the Preliminary Limited Offering Memorandum is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developer agrees to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

(k) Intentional Actions Regarding Representations and Warranties. The Developer covenants that between the date hereof and the Closing they will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(l) Events of Default. To the Developer's knowledge, no "Event of Default" or "event of default" by the Developer under any of the Developer Documents, any documents to which the Developer is a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #4 Improvements to which the Developer is a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developer has occurred and is continuing.

5. Indemnification.

- a. The Developer will indemnify and hold harmless the City and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act of 1933 or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Developer Disclosures in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.
- b. Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified

party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the City, the Developer or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developer Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developer Letter of Representations will be binding upon the Developer and its successors and assigns and inure solely to the benefit of the Underwriter and the City, and no other person or firm or entity will acquire or have any right under or by virtue of this Developer Letter of Representations.

[Signature page to follow]

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation

By: _____
Name:
Title:

APPENDIX B

\$[_____]
**CITY OF MANOR, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. (the “Representative”), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Representative offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement for the Bonds, the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([May 23], 2024), or (ii) the date on which the Underwriters have sold

at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) Issuer means the City of Manor, Texas.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [May 23], 2024.

(h) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

[Remainder of this page intentionally left blank]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED as of this _____, 2024.

FMSbonds, Inc.,
as Underwriter

By: _____

Name:

Title:

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING
PRICES OF THE HOLD THE OFFERING PRICE MATURITIES

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

APPENDIX C

[LETTERHEAD OF THE KNIGHT LAW FIRM, LLP]

[May 23], 2024

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

\$[_____]
**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

Ladies and Gentlemen:

We are the Attorney for the City of Manor, Texas (the “City”) for limited purposes, and are rendering this opinion in connection with the issuance and sale of \$[_____] “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”), by the City, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Ordinance No. [_____] and enacted by the City Council of the City (the “City Council”) on [May 1], 2024 (the “Bond Ordinance”) and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”) and the Indenture of Trust, dated as of [May 1], 2024 (the “Indenture”), entered into by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein. In connection with rendering this opinion, we have reviewed the:

(a) Resolution No. 2018-10 enacted by the City Council on November 7, 2018 (the “Creation Resolution”), creating the Manor Heights Public Improvement District (the “District”) and Resolution No. 2020-11 enacted by the City Council on October 7, 2020 (the “Additional Land Resolution”), adding additional land to the District;

(b) Ordinance No. [_____] enacted by City Council on [May 1], 2024 (the “Assessment Ordinance”), levying the Assessments and approving the 2024 Amended and

Restated Service and Assessment Plan attached as an exhibit thereto (the “Service and Assessment Plan”);

(d) the Bond Ordinance;

(e) the Indenture;

(f) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development (Manor Heights) Agreement effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to the Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”);

(g) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(h) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023 (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(i) the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021 executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”);

(j) Ordinance No. 536 enacted by the City on December 5, 2018 (the “TIRZ Ordinance”) designating the land within the District as a Tax Increment Reinvestment Zone Number One, City of Manor Texas (the “TIRZ”);

(k) Tax Increment and Reinvestment Zone No. 1, City of Manor, Texas Project and Finance Plan (the “TIRZ Project and Finance Plan”); and

(l) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of [May 1], 2024 (the “Continuing Disclosure Agreement of Issuer”), executed and delivered by the City, P3Works, LLC (the “Administrator”), and UMB Bank, N.A., as Dissemination Agent.

The Creation Resolution, the Additional Land Resolution, the Assessment Ordinance and the Bond Ordinance, shall herein after be referred to as the “Authorizing Documents” and the remaining documents shall herein after be collectively referred to as the “City Documents.”

In all such examinations, we have assumed that all signatures on documents and instruments executed by the City are genuine and that all documents submitted to me as copies

conform to the originals. In addition, for purposes of this opinion, we have assumed the due authorization, execution and delivery of the City Documents by all parties other than the City.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and home rule municipal corporation and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the City Documents. The City has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the City Documents and the performance of its obligations thereunder.

2. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or, to the best of our knowledge, threatened against the City: (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Assessments in Improvement Area #4 of the District pursuant to the provisions of the Assessment Ordinance and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the City's performance of the City Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the City.

3. The Authorizing Documents were duly enacted by the City and remain in full force and effect on the date hereof.

4. The City Documents have been duly authorized, executed and delivered by the City and remain legal, valid and binding obligations of the City enforceable against the City in accordance with their terms. However, the enforceability of the obligations of the City under such City Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the City of the obligations under the Authorizing Documents and the City Documents will not violate any provision of any federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the City as a condition precedent to the performance by the City of its obligations under the Authorizing Documents and the City Documents.

7. The City has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum.

8. Based upon our limited participation in the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (collectively, the “Limited Offering Memorandum”), the statements and information contained in the Limited Offering Memorandum with respect to the City under the captions and subcaptions “ASSESSMENT PROCEDURES — Assessment Methodology” and “ — Assessment Amounts,” “THE CITY,” “THE DISTRICT,” “LEGAL MATTERS — Litigation — The City” and “APPENDIX A” are a fair and accurate summary of the law and the documents and facts summarized therein.

9. The adoption of the Authorizing Documents and the execution and delivery of the City Documents and the compliance with the provisions of the Authorizing Documents and the City Documents under the circumstances contemplated thereby, to the best of our knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement to which the City is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the City a violation, breach of or default under any existing law, regulation, court order or consent decree to which the City is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

VERONICA RIVERA
THE KNIGHT LAW FIRM, LLP
ATTORNEY FOR THE CITY

APPENDIX D

[LETTERHEAD OF METCALFE WOLFF STUART & WILLIAMS LLP]

[May 23], 2024

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

\$[_____]
**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

We have acted as special counsel to Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”), in connection with the issuance and sale by the City of Manor, Texas (the “City”), of \$[_____] “City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”), pursuant to the Indenture of Trust dated as of [May 1], 2024 (the “Indenture”), by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements benefiting Improvement Area #4 of the Manor Heights Public Improvement District (the “District”) located in the City.

The Bonds are being sold by FMSbonds, Inc. (the “Underwriter”), pursuant to that certain Bond Purchase Agreement dated [_____], 2024 (the “Bond Purchase Agreement”), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as special counsel to the Developer, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

- (1) The following documents previously executed or being executed, entered into and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the “Documents”):
- a. The Indenture;
 - b. The Bond Purchase Agreement;
 - c. The Developer Letter of Representations executed by the Developer dated [May 1], 2024;
 - d. The Developer Closing Certificate executed by the Developer, pursuant to Appendix E of the Bond Purchase Agreement, dated [May 23], 2024;
 - e. the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement effective October 21, 2020, the Third Amendment to the Development Agreement (Manor Heights) effective June 15, 2022, and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF”), as assigned the Developer;
 - f. the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and the Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);
 - g. the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;
 - h. the Landowner Agreement (Manor Heights Public Improvement District) dated as of May 5, 2021 executed and delivered by the City, the Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

- i. the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of [May 1], 2024 (the “Continuing Disclosure Agreement of the Developer”), executed and delivered by the Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A., as Dissemination Agent.
- (2) The Preliminary Limited Offering Memorandum, dated [April __], 2024, relating to the issuance of the Bonds as authorized by the City (the “Preliminary Limited Offering Memorandum”);
 - (3) The final Limited Offering Memorandum relating to the issuance of the Bonds, dated [_____], 2024, as authorized by the City (the “Limited Offering Memorandum”); and
 - (4) Such other documents, records, agreements, and certificates of the Developer as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

In basing the opinions and other matters set forth herein on “our knowledge,” the words “our knowledge” signify that, in the course of our representation of the Developer, the principal attorneys of Metcalfe Wolff Stuart & Williams, LLP, involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation, that:

- (i) all persons other than the Developer have duly and validly executed and delivered each instrument, document, and agreement constituting a Document or executed in connection therewith to which such party is a signatory, and each such party’s obligations set forth therein are its legal, valid, and binding obligations, enforceable in accordance with the terms thereof;
- (ii) each person executing any such instrument, document, or agreement other than the Developer is duly authorized and has the legal power to do so;
- (iii) each natural person executing any such instrument, document, or agreement is legally competent to do so;
- (iv) there are no oral or written modifications of, or amendments to, the Documents, and there has been no waiver of any of the provisions thereof, by actions or conduct of the parties or otherwise;
- (v) all representations of fact set forth in the Documents and the “Developer Basic Documents” as provided herein as Exhibit A are complete and accurate, insofar as such facts pertain to the subject matter of the opinions rendered hereby; and

(vi) all documents submitted to us as originals are complete and authentic, all documents submitted to us as certified, conformed or photostatic copies conform to the original documents, all signatures on all documents submitted to us for examination are genuine, and all public records and certificates of public officials are accurate and complete.

In addition, we have assumed that the Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Documents.

We assume that none of the parties to the Documents (other than Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Documents (other than Developer) has full authority to close this transaction in accordance with the terms and provisions of the Documents.

We assume that neither the Underwriter nor the City nor their respective counsel has any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We bring to your attention that as special counsel, we have only been engaged by the Developer in connection with the Documents (and the transactions contemplated in the Documents) and do not represent the Developer generally.

Opinions

Based solely upon the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

(1) The Developer is validly existing and is in good standing under the laws of the State of Delaware and is authorized to do business in the State of Texas.

(2) The Developer has the requisite corporate power to execute, deliver and perform its obligations under each of the Documents to which it is a party and has taken all necessary corporate action to authorize the execution and delivery of such Documents and the performance by Developer of the obligations under such Documents.

(3) The execution and delivery by the Developer of the Documents to which it is a party and the performance by the Developer of its obligation under the Documents will not:

(a) to our knowledge, violate any provision of any existing law, statute, rule or regulation applicable to the Developer under the laws of the State of Texas nor subject the

Developer to a fine, penalty or other similar sanctions under any law, statute, rule or regulation applicable to the Developer;

(b) to our knowledge, violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer, nor, to our knowledge, will the performance of the agreements in the Documents violate or result in the breach of any existing court decree or order of any governmental body binding upon or affecting the Developer; or

(c) violate the Developer Basic Documents (as defined in Exhibit A), nor will the performance by the Developer of the agreements in the Documents violate the Developer Basic Documents.

(4) To our knowledge, the execution, delivery and performance by the Developer of the Documents to which it is a party do not constitute a breach of or default under any existing loan agreement, indenture, bond note, resolution, agreement or other instrument to which the Developer is a party or is otherwise subject, which violation, breach or default would materially adversely affect the Developer or the transactions contemplated by the Documents.

(5) To our knowledge, no consent, approval, authorization or other action by, or filing with, any governmental authority is required for the execution and delivery by the Developer of the Documents to which the Developer is a party, other than as are required with respect to the financing transaction evidenced thereby.

(6) The Developer has duly executed and delivered each of the Documents to which it is a party, and each of such Documents constitutes the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

(7) No taxes or other charges, including, without limitation, intangible or documentary stamp taxes, mortgage or recording taxes, transfer taxes or similar charges, are payable to the State of Texas by the Developer on account of its execution or delivery of any of the Documents or the recording or filing of any of the Documents in the Official Public Records of Travis County, Texas, except for normal filing or recording fees.

Assurances

Subject to the assumptions, qualifications and limitations set forth herein, we provide you the following assurances:

(1) There are no actions, suits or proceedings pending or, to our knowledge, threatened against the Developer in any court of law or equity, or before or by any governmental instrumentality with respect to (i) its organization or existence or qualification to do business in the State of Texas; (ii) its authority to execute or deliver the Documents to which it is a party; (iii) the validity or enforceability against it of such Documents or the transactions contemplated thereby; (iv) the titles of its officers executing the Documents; (v) the execution and delivery of the Documents on behalf of the Developer; (vi) the operations or financial condition of the Developer that would materially adversely affect those operations or the financial condition of the Developer or (vii) the acquisition and the construction of the

property and improvements identified in the Limited Offering Memorandum, the costs of which are to be funded or reimburse, in whole or in part, by proceeds of the Bonds.

(2) As special counsel to Developer, we reviewed the portions of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions “PLAN OF FINANCE” (except for “— The Bonds”), “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER,” “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #4 Improvements, and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer,” and “— The Developer’s Compliance with Prior Undertakings” with such review being limited to information pertaining to the Developer, the Authorized Improvements and the Development (as defined in the Limited Offering Memorandum) (collectively, the “Developer Statements”). We did not participate in the preparation of the documents incorporated by reference in the Limited Offering Memorandum or in the preparation of any other portions of the Limited Offering Memorandum, other than the Developer Statements (provided that we did participate in the preparation of the Service and Assessment Plan, the Financing and Reimbursement Agreement and the Improvement Area #4 Reimbursement Agreement attached as appendices to the Limited Offering Memorandum). We did, however, participate in meetings at which the Developer was present during which the contents of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken to verify independently any of such factual matters. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. Subject to the foregoing and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that nothing came to our attention that caused us to believe that the Developer Statements in the Preliminary Limited Offering Memorandum, as of its date, the date of the Bond Purchase Agreement, and the Limited Offering Memorandum, as of its date and the date hereof, contained or contain any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that we do not express any belief with respect to the financial statements or other financial, engineering, statistical or accounting data or information, or any information incorporated by reference or the appendices attached to the Limited Offering Memorandum. The negative assurance provided in this paragraph is furnished by us only to the Underwriter, is solely for the benefit of the Underwriter in its capacity as the Underwriter to assist the Underwriter in establishing defenses under applicable securities laws and may not be used, quoted or relied upon or otherwise referred to for any other purpose or by any other person (including any person purchasing securities from the Underwriter and any other addressees of this letter).

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions and assurances set forth above are subject to the following assumptions and qualifications:

(1) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(2) We have relied upon the Developer Basic Documents, as well as the representations of the Developer contained in the Documents, with respect to certain facts material to our opinion and in providing any assurances contained herein. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(3) Except for the Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the Developer is a party or by which the Developer is or may be bound.

(4) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas, the Delaware General Corporation Law, and the laws of the United States of America, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the State Bar of Texas, and we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the Delaware General Corporation Law and the United States of America. We do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(5) No opinions or statements are implied beyond those expressly stated in this opinion letter. Without limiting the generality of the preceding sentence, unless explicitly addressed in this opinion letter, the opinions and confirmations set forth in this opinion letter do not address any of the following legal issues, and we specifically express no opinion with respect thereto: (a) securities laws (other than (2) under “Assurances” above), “Blue Sky” laws, and laws relating to commodity (and other) futures and indices and other similar instruments; (b) margin regulations; (c) pension and employee benefit laws and regulations; (d) antitrust and unfair competition laws; (e) laws concerning filing and notice requirements, other than requirements applicable to charter-related documents such as a certificate of merger; (f) compliance with fiduciary duty requirements; (g) the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities, and special political subdivisions, and judicial decisions to the extent that they deal with any of the foregoing matters in this paragraph; (h) the creation, attachment, perfection, or priority of a lien, or security interest in, or to, collateral, or enforcement of a security interest in collateral comprising personal property; (i) environmental laws; (j) zoning, land use, condominium, cooperative, subdivision, and other development laws; (k) tax laws; (l) patent, copyright and trademark, state trademark, and other intellectual property laws; (m) racketeering laws; (n) health and safety laws; (o) labor laws; (p) laws concerning (i) national and local emergency, (ii) possible judicial deference to acts of sovereign states, and (iii) criminal and civil forfeiture; (q) laws of general application to the extent it provides for criminal prosecution (e.g., mail fraud and wire fraud statutes); (r) bulk transfer laws; (s) laws concerning access by the disabled and building codes; (t) title to any property, the characterization of any

property as real property, personal property, or fixtures, or the accuracy or sufficiency of any description of collateral or other property; and (u) usury.

(6) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property nor do we express any opinion with regarding to the sufficiency or accuracy of any legal descriptions contained in the Documents.

(7) The opinions expressed herein regarding the enforceability of the Documents is subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Documents invalid as a whole or substantially interfere with the practical realization of the principal legal benefits provided in the Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(8) The opinion expressed herein as to the enforceability of the Documents is specifically subject to the qualification that enforceability of the Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(9) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Documents.

(10) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisal, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(11) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(12) We express no opinion as to the enforceability of any provisions in the Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to you solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon by you for any other purpose or by any other person in any manner or for any purpose.

METCALFE WOLFF STUART & WILLIAMS, LLP

By: _____

EXHIBIT A

1. Certificate of Incorporation of Lumbermen's Investment Corporation, a Delaware corporation, dated September 28, 1987.
2. Certificate of Amendment of Certificate of Incorporation of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, dated April 21, 2006.
3. Application for Registration of a Foreign For-Profit Corporation, filed with the Texas Secretary of State on [_____].
4. Certificate of Good Standing dated [_____], from the Delaware Secretary of State for Forestar (USA) Real Estate Group, Inc., a Delaware corporation.
5. Certificate of Fact dated [_____] from the Texas Secretary of State.
6. Verification of franchise tax account status from the Texas Comptroller of Public Accounts dated [_____].
7. Approval of Bonds and Documents by Forestar (USA) Real Estate Group, Inc., a Delaware corporation, dated [_____].

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPER

Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “Developer”) DOES HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developer is a Delaware corporation validly existing and in good standing under the laws of the State of Delaware, duly authorized to do business in the State of Texas.

2. Representatives of the Developer have provided information to City of Manor, Texas (the “City”) and FMSbonds, Inc. (the “Underwriter”) to be used in connection with the offering by the City of its \$[_____] aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Area #4 Project) (the “Bonds”), pursuant to the City’s Preliminary Limited Offering Memorandum, dated [April __], 2024, and Limited Offering Memorandum, dated [_____] , 2024 (together, the “Limited Offering Memorandum”).

3. The Developer has delivered to the Underwriter and the City true, correct, complete and fully executed copies of the Developer’s organizational documents, and such documents have not been amended or supplemented since delivery to the Underwriter and the City and are in full force and effect as of the date hereof.

4. The Developer has delivered to the Underwriter and the City a (i) Certificate of Good Standing from the Delaware Secretary of State, (ii) Certificate of Fact from the Texas Secretary of State and (iii) a verification of franchise tax account status from the Texas Comptroller of Public Accounts.

5. The Developer has executed and delivered each of the below listed documents (individually, a “Developer Document” and collectively, the “Developer Documents”) in the capacity provided for in each such Developer Document, and each such Developer Document constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms:

(a) The Developer Letter of Representations dated [May 1], 2024;

(b) the Development Agreement (Manor Heights) effective November 7, 2018, as amended by the First Amendment to the Development Agreement (Manor Heights) effective November 6, 2019, the Second Amendment to the Development Agreement (Manor Heights) effective October 21, 2020, the Third Amendment to the Development Agreement effective June 15, 2022 (Manor Heights), and the Fourth Amendment to Development Agreement (Manor Heights) effective October 2, 2023 (collectively and as amended, the “Development Agreement”), executed and delivered by the City and Sky Village Kimbro Estates, LLC, a Texas limited liability company (“Sky Village Kimbro”), and RHOF, LLC, a Texas limited liability company (“RHOF,”), as assigned to the Developer;

(c) the Manor Heights Public Improvement District Financing and Reimbursement Agreement (the “Financing and Reimbursement Agreement”) dated April 21, 2021, executed and delivered by the City and Developer, and as consented to by RHOF and Continental Homes of Texas, L.P (“Continental Homes”);

(d) the Manor Heights Public Improvement District Reimbursement Agreement (Improvement Area #4), effective as of October 18, 2023, (the “IA#4 Reimbursement Agreement”), executed and delivered by the City and Developer;

(e) the Landowner Agreement (Manor Heights Pubic Improvement District) dated as of May 5, 2021 executed and delivered by the City, Developer, RHOF and Continental Homes (the “Landowner Agreement”); and

(f) the Continuing Disclosure Agreement of Developer with respect to the Bonds, dated as of [May 1], 2024 (the “Continuing Disclosure Agreement of Developer”), executed and delivered by the Developer, P3Works, LLC, as Administrator, and UMB Bank, N.A. as Dissemination Agent.

6. To the best of the Developer's current, actual knowledge, after due inquiry, at the date hereof , Developer has complied in all material respects with all of the Developer’s agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developer under the Developer Documents on or prior to the date hereof.

7. To the best of the Developer's current, actual knowledge, after due inquiry, at the date hereof, the representations and warranties of the Developer contained in the Developer Documents are true and correct in all material respects on and as of the date hereof.

8. To the best of the Developer's current, actual knowledge, after due inquiry, at the date hereof , the execution and delivery of the Developer Documents by the Developer does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which Developer is a party. To the best of the Developer's current, actual knowledge, after due inquiry, at the date hereof, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developer that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developer to perform its obligations under the Developer Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developer has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum in all of the maps included therein and under the captions and subcaptions “PLAN OF FINANCE (except for “ — The Bonds”), “THE IMPROVEMENT AREA #4 IMPROVEMENTS,” “THE DEVELOPMENT,” and “THE DEVELOPER” and, to the Developer’s knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to the Developer, the Improvement Area #4 Improvements and the Development, as defined in the Limited Offering Memorandum), “LEGAL MATTERS — Litigation — The Developer,” “CONTINUING DISCLOSURE — The Developer” and “— The Developer’s Compliance with Prior Undertakings,” “SOURCES OF

INFORMATION — Source of Certain Information,” “APPENDIX E-2,” “APPENDIX F” and “APPENDIX G” (collectively, the “Developer Disclosures”) and certifies that the same does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

10. The Developer has reviewed and approved the information contained in the Developer Disclosures in the Limited Offering Memorandum and certifies to its current, actual knowledge that the same does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

11. To the Developer’s current, actual knowledge, the Developer is in compliance in all material respects with all provisions of applicable law relating to the Developer in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Developer’s current, actual knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Developer or any portion of the Development that would materially and adversely affect the Developer’s ability to complete or cause to be completed the development of the property within Improvement Area #4 of the District as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #4 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developer is not insolvent and has not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. To the best of the Developer's current, actual knowledge, after due inquiry, at the date hereof , the levy of the Assessments on property in Improvement Area #4 of the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developer is a party or to which the Developer or any of its property or assets is subject.

14. To the best of the Developer's current, actual knowledge, after due inquiry, at the date hereof , the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it or any of its assets are subject, which default would have a material and adverse effect on the Bonds, the Developer’s ability to perform its obligations under the Developer Documents, or the development of the property within Improvement Area #4 of the District.

15. The Developer has no current, actual knowledge of any physical condition of the Development owned or to be developed by the Developer that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: [May 23], 2024

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC.,
a Delaware corporation

By: _____
Name:
Title:

[Signature page of Closing Certificate of Developer]

APPENDIX F

[AEIGIS GROUP, INC.]

[_____], 2024

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Re: City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Improvement Area #4 of the Manor Heights Public Improvement District (the “District”), does hereby represent the following:

1. On behalf of AEGIS Group, Inc. I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated [April __], 2024, and the Limited Offering Memorandum for the Bonds, dated on or about [_____], 2024 (together, the “Limited Offering Memorandum”), relating to the issuance of the Bonds by the City of Manor, Texas, as described above. The information I have provided is the real estate appraisal of the property in Improvement Area #4 of the District, located in APPENDIX H to the Limited Offering Memorandum, and the description thereof, set forth under the caption “APPRAISAL OF PROPERTY WITHIN IMPROVEMENT AREA #4.”

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [May 23], 2024) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

AEGIS GROUP, INC.

By: _____
Its: _____

APPENDIX G

[LETTERHEAD OF ADMINISTRATOR]

[_____], 2024

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

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expy., Building 1, Suite 300
Austin, Texas 78746

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

Re: City of Manor, Texas, Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project) (the “Bonds”)

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC (“P3 Works,” consultant in connection with the creation by the City of Manor, Texas (the “City”), of the Manor Heights Public Improvement District (the “District”), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated [April __], 2024 (the “Preliminary Limited Offering Memorandum”), and the final Limited Offering Memorandum, dated on or about [_____], 2024 (together with the Preliminary Limited Offering Memorandum, the “Limited Offering Memorandum”), both in connection with the Bonds, relating to the issuance of the Bonds by the City, as described above. The information P3 Works provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions “ASSESSMENT PROCEDURES,” “OVERLAPPING TAXES AND DEBT – Overlapping Jurisdiction Tax Rates” and “THE ADMINISTRATOR” and (b) in the 2024 Amended and Restated Service and Assessment Plan (the “SAP”) for the City located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of our firm in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about [May 23,

2024) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC

By: _____
Its: _____

**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of May 1, 2024 (this “Disclosure Agreement”) is executed and delivered by and between the City of Manor, Texas (the “Issuer”), P3Works, LLC (the “Administrator”), and UMB Bank, N.A., Austin, Texas (acting solely in its capacity as dissemination agent (the “Dissemination Agent”) with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2024 (Manor Heights Public Improvement District Improvement Area #4 Project)” (the “Bonds”). The Issuer, the Administrator and the Dissemination Agent covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of May 1, 2024, between the Issuer and Trustee relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean P3Works, LLC, or an officer or employee of the City or third party designee of the City who is not an officer or employee thereof, identified in any indenture of trust relating to the Bonds or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“Business Day” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of

the Paying Agent/Registrar (as each term is defined in the Indenture) is located are required or authorized by law or executive order to close.

“Developer” shall mean Forestar (USA) Real Estate Group, Inc., a Delaware corporation, and its designated successors and assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of Developer relating to the Bonds dated as of May 1, 2024, executed and delivered by the Developer, the Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean such officer or employee of the Issuer as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, in its capacity as dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Manor Heights Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System available on the internet at <http://emma.msrb.org>.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the calendar year from October 1 through September 30.

“Foreclosure Proceeds” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #4” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Prepayment(s)” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean UMB Bank, N.A., Austin, Texas, a national banking association duly organized and existing under the laws of the United States, acting solely in its capacity as trustee, or any successor trustee pursuant to the Indenture.

Section 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Administrator to compile and prepare the Annual Issuer Report. The Administrator shall provide such Annual Issuer Report to the Issuer and the Dissemination Agent no later than ten (10) Business Days before the expiration of six months after the end of each Fiscal Year.

(b) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2024, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report if audited financial statements are not available by that date; provided further, however, that the Annual Financial Information must be submitted not later than six months after the end of the Issuer’s Fiscal Year. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a). All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) The Issuer shall or shall cause the Dissemination Agent to:

(1) determine the filing address or other filing location of the MSRB each year within ten (10) Business Days prior to filing the Annual Issuer Report on the date required in subsection (a);

(2) file the Annual Issuer Report (excluding the audited financial statements of the Issuer, if any, which shall be filed by the Issuer or the Dissemination Agent upon receipt from the Issuer) containing or incorporating by reference the information set forth in Section 4 hereof;

(3) file audited financial statements of the Issuer pursuant to Section 4(b) herein; and

(4) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB, which report shall include a filing receipt from the MSRB.

Section 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) *Annual Financial Information.* Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(1) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(B) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.

(2) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(3) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Assessments in Improvement Area #4.

(4) The individual and aggregate taxable assessed valuation for parcels or lots within Improvement Area #4 of the District, based on the most recent certified tax roll available to the Issuer.

(5) Listing of any property owners in Improvement Area #4 representing more than five percent (5%) of the levy of Assessments, the amount of the levy of Assessments against such property owners, and the percentage of such Assessments relative to the entire levy of Assessments within the District, based on the most recent certified tax roll available to the Issuer.

(6) The current or delinquent status of the payment of the Assessments for each parcel or lot in Improvement Area #4 of the District as of March 1 of the calendar year immediately succeeding such Fiscal Year.

(7) The five-year collection and delinquency history of the Assessments.

(8) For each of the Assessments, the total amount of (A) Annual Installments invoiced, (B) Annual Installments collected (as reported by the County Tax Assessor Collector or the Administrator), (C) delinquent Annual Installments and the length of time of such delinquency, (D) delinquent Assessments collected, (E) Foreclosure Proceeds collected, and (F) Prepayments collected, as of the March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent

billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(9) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements.* If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs.

The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, or the Issuer's staff if no Administrator is designated, shall prepare and provide the Annual Financial Information.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

- (7) Modifications to rights of Owners, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the Issuer.
- (13) The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #4 in the ordinary course of the Developer's business to be considered a significant event for the purposes of number (10) above.

For these purposes, "financial obligation" means (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule. The Issuer intends the words used in numbers (15) and (16) and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885 (August 20, 2018).

For these purposes, any event described in the immediately preceding number (12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but

subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice within ten (10) Business Days of the occurrence of such Listed Event; provided that the Dissemination Agent shall not be liable for the filing of notice of any Listed Event more than ten (10) Business Days after the occurrence of such Listed Event if notice of such Listed Event is received from the Issuer more than ten (10) Business Days after the occurrence of such Listed Event.

Additionally, the Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide annual audited financial statements or Annual Financial Information as required under this Disclosure Agreement. The form for submitting such notice is attached hereto as Exhibit A. Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made pursuant to Sections 4 and 5 of this Disclosure Agreement. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within two (2) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than two (2) Business Days immediately following the day on which it receives written instructions from the Issuer. The Issuer acknowledges the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number (2), (7), (8), (10), (13), (14), or (15) of subsection (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

Section 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

Section 7. Dissemination Agent. The Dissemination Agent agrees to perform the duties set forth in this Disclosure Agreement. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent. If the Issuer discharges the Dissemination Agent, the Issuer shall use best efforts to appoint a successor Dissemination Agent within 30 days of such discharge. The Dissemination Agent may resign at any time with sixty (60) days' notice to the Issuer and the Administrator, provided that if the Dissemination Agent is serving in the same capacity under the Disclosure Agreement of Developer, the Dissemination Agent shall resign under the Disclosure Agreement of Developer simultaneously with its resignation hereunder. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be the Trustee. In addition, pursuant to the Disclosure Agreement of Developer, the Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist the Developer, and any other party responsible for providing Quarterly Information pursuant to the Disclosure Agreement of Developer, in carrying out their respective obligations under the Disclosure Agreement of Developer, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. In the event the Issuer appoints a new Dissemination Agent under the Disclosure Agreement of Developer, the Issuer shall give written notice of such change to the Administrator and any Party responsible for providing Quarterly Information at least fifteen (15) days prior to

the next Quarterly Filing Date. With the exception of the term “Disclosure Agreement of Developer”, capitalized terms used in this paragraph shall have the meanings given to such terms in the Disclosure Agreement of Developer.

Section 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have

no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall, upon being indemnified to its satisfaction as provided in the Indenture), or any Owner or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator. The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in Improvement Area #4, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the

construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

Except as otherwise provided herein, the Administrator shall not have any responsibility for the (1) accuracy of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, or (2) the untimeliness of any information provided by third parties or the Issuer for the disclosures made pursuant to the terms hereof, except where such untimeliness is attributable to the actions or inactions of the Administrator. The Administrator shall have only such duties as are specifically set forth in Sections 3 and 4 of this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Assessments collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability resulting from information provided to the Administrator by the Issuer, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties or the Developer, or the failure of any third party or the Developer to provide information to the Administrator as and when required under this Agreement. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, THE ADMINISTRATOR OR THE DISSEMINATION AGENT, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. EITHER THE DISSEMINATION AGENT NOR THE ADMINISTRATOR ARE UNDER ANY OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

Section 12. Assessment Timeline. The basic expected timeline for the collection of Assessments and the anticipated procedures for pursuing the collection of delinquent Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Assessments.

Section 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person's official capacity.

Section 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

Section 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

Section 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #4 of the District, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

Section 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

Section 19. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas (the “State”).

Section 20. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. Statutory Verifications. The Dissemination Agent and the Administrator, each respectively, make the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Disclosure Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Disclosure Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Disclosure Agreement, notwithstanding anything in this Disclosure Agreement to the contrary.

(a) Not a Sanctioned Company. The Dissemination Agent and the Administrator, each respectively, represent 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, Government Code. The foregoing representation excludes the Dissemination Agent and the Administrator 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.

(b) No Boycott of Israel. The Dissemination Agent and the Administrator, each respectively, hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Disclosure Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Dissemination Agent and the Administrator, each respectively, hereby verify 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 discriminate against a firearm entity or firearm trade association during the term of this Disclosure Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Dissemination Agent and the Administrator, each respectively, hereby verify 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 Disclosure Agreement. As used in the foregoing

verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 22. Texas Government Code Section 2274.002. The Aggregate value of this Agreement is less than the dollar limitation set forth in Section 2274.002(a)(2) of the Texas Government Code, as amended.

Section 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator’s participation in the execution of this Disclosure 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 Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer 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 Administrator; and, neither the Issuer nor its consultants have verified such information.

[Signature pages follow.]

CITY OF MANOR, TEXAS

By: _____
Dr. Christopher Harvey
Mayor

UMB BANK, N.A.
(solely in its capacity as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Manor, Texas
 Name of Bond Issue: Special Assessment Revenue Bonds, Series 2024 (Manor Heights
 Public Improvement District Improvement Area #4 Project)
 Date of Delivery: _____, 20__
 CUSIP Numbers: [Insert CUSIP Numbers]

NOTICE IS HEREBY GIVEN that the City of Manor, Texas, has not provided [an Annual Issuer Report] [annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of _____ 1, 2024, between the Issuer, P3Works, LLC, as Administrator and UMB Bank, N.A., as Dissemination Agent. The Issuer anticipates that [the Annual Issuer Report] [annual audited financial statements] will be filed by _____.

Dated: _____

UMB Bank, N.A.,
 on behalf of the City of Manor, Texas
 (solely in its capacity as Dissemination Agent)

By: _____

Title: _____

cc: City of Manor, Texas

EXHIBIT B

**CITY OF MANOR, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MANOR HEIGHTS PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #4 PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Numbers: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: UMB Bank, N.A.,
Address: _____
City: _____, Texas _____
Telephone: (____) ____ - _____
Contact Person: Attn: _____]

SECTION 4(a)(1)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

SECTION 4(a)(1)(B)

INVESTMENTS

Fund/Account Name	Investment Description	Par Value	Book Value	Market Value

* Excluding Audited Financial Statements of the Issuer

SECTION 4(a)(2)

FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR

Debt Service Requirements on the Bonds

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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ITEMS REQUIRED BY SECTION 4(a)(3) - (6)

[Insert a line item for each applicable listing]

SECTION 4(a)(7)

Collection and Delinquency History of Assessments

<u>Time</u> <u>Period</u> [FISCAL YEAR END] [FEB 1. OF CURRENT YEAR] ⁽³⁾	<u>Total</u> <u>Assessment</u> <u>Levied</u>	<u>Parcels</u> <u>Levied</u> ⁽¹⁾	<u>Delinquent</u> <u>Amount as</u> <u>of 3/1</u>	<u>Delinquent</u> <u>% as of 3/1</u>	<u>Delinquent</u> <u>Amount as</u> <u>of 9/1</u>	<u>Delinquent</u> <u>% as of 9/1</u>	<u>Total</u> <u>Assessments</u> <u>Collected</u> ⁽²⁾
	\$		\$	%	\$	%	\$
	\$		\$	%	N/A	N/A	\$

⁽¹⁾ Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments ("Installment Payments"). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.

⁽²⁾ [Does/does not] include interest and penalties.

⁽³⁾ Collected as of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(8) - (9)

[Insert a line item for each applicable listing]

EXHIBIT C

**BASIC EXPECTED TIMELINE FOR ASSESSMENTS
COLLECTIONS AND PURSUIT OF DELINQUENCIES**

Date	Delinquency Clock (Days)	Activity
January 31		Assessments are due.
February 1	1	Assessments Delinquent if not received
February 15	15	Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payment on March 15. If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified.
		Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment.
		At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds \$10,000 the matter will be referred for commencement of foreclosure.
		If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.
February 15	15	Issuer and/or Administrator should be aware of actual and specific delinquencies.
March 15		Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Assessments are below approximately 50% collection Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice,

Date	Delinquency Clock (Days)	Activity
		Dissemination Agent to notify MSRB of such draw or Fund for debt service.
		Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.
		Issuer determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.
March 31	59/60	Issuer and/or Administrator to notify Dissemination Agent for disclosure to MSRB of all delinquencies in the form of the Annual Issuer Report or otherwise.
		If any property owner with ownership of property responsible for more than \$10,000 of the Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Assessments.
April 15	74/75	Preliminary Foreclosure activity commences, and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.
		If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
May 1	89/90	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
May 15	103/104	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 120/121).
June 1	120/121	Foreclosure action to be filed with the court.

Date	Delinquency Clock (Days)	Activity
June 15	134/135	Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status. Dissemination Agent notifies bondholders.
July 1	150/151	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

ORIGINAL

**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT
PROPOSED PUBLIC IMPROVEMENT DISTRICT
EntradaGlen PID**

THIS DEPOSIT AGREEMENT (this "Agreement") is made and entered into as of April 25, 2024 by and between the **CITY OF MANOR, TEXAS** (the "City") and **LAS ENTRADAS DEVELOPMENT CORPORATION** a Texas corporation (including its Designated Successors and Assigns, the "Owner")(the City and Owner, together, the "Parties").

Preliminary Matters

The Owner requested the City to create a public improvement district and the City created the EntradaGlen Public Improvement District (the "PID" or "District") within the corporate limits of the City. The Owner also requested to enter into a PID reimbursement agreement ("Reimbursement Agreement") with the City under which the City will, among other things, reimburse the Owner for PID project costs ("Project Costs") pursuant to the provisions of Texas Local Government Code Chapter 372 and the Reimbursement Agreement.

The Owner is developing real property within the corporate limits of the City that are included within the boundaries of the District.

The Owner has agreed to deposit with the City cash into an account ("Cash"), post a letter of credit, or provide a combination of both in a total amount equal to the amount to pay costs and expenses not funded by the amount of PID Bonds necessary to pay Project Costs.

The parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

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

SECTION 1. DEFINED TERMS.

Capitalized terms not defined in this Deposit Agreement shall have the definitions provided in the Reimbursement Agreement.

SECTION 2. DEPOSITS.

(a) The Owner shall provide the City with Fiscal Security in the amount of \$4,763,000 (the "Fiscal Security") to the City Manager before this Agreement is executed and delivered by the City, which Fiscal Security shall be used exclusively to pay costs generally described in Section 3 hereof. As of the effective date of this Agreement, the Fiscal Security is comprised of checks payable to the City and suitable for deposit by the City (the "Deposited Cash") in the total amount of \$3,878,000 and a Letter of Credit in a form suitable to the City (the "Granted Letter of Credit") in the total amount of \$885,000. The City shall not execute or otherwise enter into the

Reimbursement Agreement unless and until it has acknowledged receipt of the Fiscal Security.

(b) The City Manager shall cause all of the Deposited Cash received from the Owner to be deposited with a duly selected City depository in accordance with Chapter 105 of the Texas Local Government Code and Chapter 2257 of the Texas Government Code, the Texas Public Funds Collateral Act, in an account separate from any other accounts of the City (the "Deposit Account"). All interest or other amounts earned on the Deposited Cash shall be held in the Deposit Account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof. The City of Manor shall be the beneficiary of the Granted Letter of Credit. Upon the issuance of PID Bonds, the Deposited Cash shall become part of the trust estate created by the corresponding indenture of trust securing such PID Bonds (the Trust Indenture") in a separate account (the "Owner Contribution Account") in the project fund of the Trust Indenture.

(c) If the Granted Letter of Credit is terminated or otherwise expires during the term of this Agreement, the Owner shall replace the Granted Letter of Credit with either (i) another letter of credit in a form satisfactory to the City in the amount of the balance of the Granted Letter of Credit as of the date of the termination or expiration of the Granted Letter of Credit, or (ii) cash in the form of a check payable to the City and suitable for deposit by the City within no more than three business days of the termination or expiration of the Letter of Credit.

SECTION 3. USE OF CASH ON DEPOSIT OR LETTER OF CREDIT.

(a) Payments to the Owner from the Owner Contribution Account shall be in accordance with the relevant terms of Article VI of the Trust Indenture.

(b) Subject to the following Section 3(c) of this Deposit Agreement, Funds on deposit in the Owner Contribution Account may be spent only for the completion of the improvements specified in the attached Attachment "A" to this Deposit Agreement (the "Enhancement Projects"). The order in which the Owner shall undertake the completion of the Enhancement Projects shall be as agreed to by the City and further detailed in the applicable PID Financing Agreement.

(c) Upon completion of the Enhancement Projects, any unspent amounts in the Owner Contribution Account shall be applied towards the completion of any authorized Improvement Area #1 improvement specified in the applicable Service and Assessment Plan, and the City shall release the Granted Letter of Credit. Any unspent funds from the Project Fund of the Trust Indenture shall be applied as stated in the Trust Indenture.

SECTION 4. UNEXPENDED CASH, LETTER OF CREDIT.

If the Reimbursement Agreement is not approved, or if proceedings for approval of the PID Financing Agreement are unsuccessful and are terminated or abandoned prior to the issuance of the PID Bonds, the City Manager shall not cause the Deposited Cash to become part of the trust estate and shall return to the Owner all of the Deposited Cash, including any interest earnings thereon, then on deposit in the Deposit Account exclusive of Cash 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; and the City shall release the Granted Letter of Credit.

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 or Section 4.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

SECTION 7. AUTHORITY. 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.

EXECUTED and ACCEPTED this 25 of April 2024.

CITY OF MANOR, TEXAS, a municipal corporation

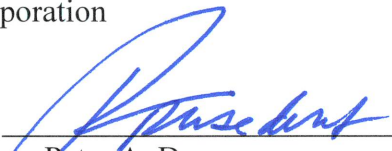
By: 

Scott Moore, City Manager

Date: 4/25/2024

AGREED TO and ACCEPTED this 25 of April 2024.

LAS ENTRADAS DEVELOPMENT CORPORATION,
a Texas corporation

By:  4/25/2024
Name: Peter A. Dwyer
Title: President

ATTACHMENT A
ENHANCEMENT PROJECTS

SHADOWGLEN

Gregg Manor Road and Hill Lane Intersection
Lexington and Hill Lane Intersection
Community Park - Lake Rita

LAS ENTRADAS

Gregg Manor South Extension (4 Lane Portion)
50' ROW Roads
Illumination of West Parsons
Community Park - Western Woods Public Lake
Internal Streetscape
Civic Improvements (James Manor Plaque & Manor Entry Monument)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 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, commencing the annexation of a road right-of-way 1.222 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, setting a schedule for annexation, and providing for open meetings and other related matters.

BACKGROUND/SUMMARY:

This strip of land on surveys is considered an abandoned county right-of-way. There are no roadway improvements on it and it is just a vacant strip of land separating two properties. Those properties are working through site development plans and one, the Landmark multi-family and commercial property, would like to work with the other property, the Ginsel development, to connect a driveway between the Landmark property an the Ginsel one to have access to the signalized intersection of US 290 and Bois D’Arc. The commercial portion of the Landmark property would also like to run a wastewater line through the area to connect into the wastewater system being installed by the Ginsel property.

To permit an access drive and wastewater line across this abandoned county row, the city needs to formally annex the strip of land. This resolution begins the annexation process and sets the schedule for notification to Travis County as well as the two public hearing dates on June 5th and June 17th.

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

- Resolution No. 2024-14
- Annexation Schedule

STAFF RECOMMENDATION:

The city staff recommends approval of Resolution No. 2024-14 of the City of Manor, Texas, commencing the annexation of a road right-of-way 1.222 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits, setting a schedule for annexation, and providing for open meetings and other related matters.

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

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY OF MANOR, TEXAS, COMMENCING THE ANNEXATION OF A ROAD RIGHT-OF-WAY 1.222 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; SETTING A SCHEDULE FOR ANNEXATION; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Manor, Texas (herein 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 located within Travis County, more particularly described herein (the “Subject Property”) is adjacent and contiguous to the City;

WHEREAS, after review and consideration of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.1055 of the Texas Local Government Code;

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

SECTION ONE: 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 TWO: The annexation of the following described Subject Property is hereby commenced:

Being 1.222 acres of land, more or less, situated in 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.

Two public hearings are set for the dates of June 5, 2024 and June 17, 2024. Notice of such hearings shall be published and posted in accordance with §43.063, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit “A” shall control.

SECTION THREE: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

SECTION FOUR: It is hereby officially found and determined that the meeting at which this Resolution 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, Texas Government Code.

PASSED AND APPROVED this the 1st day of May 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz
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 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

ROWLAND, TANNER 4/16/2024 7:43 AM K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\069405303 - GINSEL TRACT MANOR\DWG\ANNEXATION\IV-ANNEX-069405303.DWG



SCHEDULE FOR RIGHT-OF-WAY (ROW) ANNEXATION***

Ginsel Tract ROW +/- 1.222 Acre Tract

Item 9.

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: May 1, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on selecting an appraiser for the Mustang Valley Public Improvement District (PID) Improvement Area No. 1.

BACKGROUND/SUMMARY:

In accordance with the City’s PID policy, the City, with input by the Developer, selects a PID appraiser after a PID is created. The City Council previously approved the creation of the Mustang Valley PID. In anticipation of issuing bonds for the Mustang Valley PID Improvement Area No. 1, City staff and Developer make the recommendation that the AEGIS Group, Inc. be selected as the appraiser based on their experience in appraising PIDs in the area.

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

- Engagement Letter

STAFF RECOMMENDATION:

The city staff recommends approval of the selection of AEGIS Group, Inc. as the appraiser for the Mustang Valley PID Improvement Area No. 1; and authorizes the City Manager to enter and execute the engagement letter for appraisal services with AEGIS Group, Inc.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**

THE ÆGIS GROUP, INC.

REAL ESTATE APPRAISAL & CONSULTING

9430 Research Boulevard, Echelon Building II, Suite 150, Austin, Texas 78759

(512) 346-9983

info@aegisgroupinc.com

April 23, 2024

City of Manor

Attn: Mr. Scott Moore, City Manager

105 East Eggleston Street

Manor, Texas 78653

RE: Engagement Letter – Mustang Valley PID, City of Manor, Travis County, Texas.

Dear Mr. Moore:

The Aegis Group, Inc. proposes to prepare an appraisal of the Mustang Valley Public Improvement District (PID). It is our understanding that the appraisal will focus on the 372 single family lots to be developed in the proposed Mustang Valley community. The proposed community will be developed on a 136.9-acre tract of land located along the west line of FM 973, directly west of its intersection with Arnhamn Lane in the City of Manor, Travis County, Texas.

The appraisal fee will be \$18,000 payable 50% (\$9,000) upon return of this engagement letter with the balance upon delivery of the draft report. The funds for the payment of the appraisal are from funds deposited to the City of Manor Development Fee Account for the Mustang Valley PID, and not payable from general funds of the City of Manor.

Provided information including a near final SAP; site plans; topography maps; all hard and soft development costs; lot sale contracts (if available) or if not LOIs along with all details anticipated to be included in the contracts; and the proposed PID tax rates is provided within seven days of being awarded this assignment, we can meet the following schedule:

Delivery of Draft Appraisal: Approximately 45-60 days from engagement.

Meeting to Review Draft: Any date proposed by the City of Manor if possible.

Completion of Appraisal: Approximately two weeks from receiving final review comments.

I understand that the City of Manor, a political subdivision of the State of Texas, is contemplating financing public infrastructure through the issuance of Special Assessment Revenue Bonds for the Mustang Valley PID to be located in the City of Manor, Travis County, Texas. I understand this bond money will be used to fund the master common infrastructure to be built in the Mustang Valley PID. This will include but is not limited to the major trunk road with water and sewer lines extending along it (including reclaimed water systems), offsite utility extensions, drainage, and detention improvements on the site. The PID proceeds will also fund soft costs including engineering and fees.

I understand the Mustang Valley PID will include 372 single-family lots (with a typical lot size of 60' x 125'). It is my understanding that all 372 single-family lots to be developed in the Mustang Valley community will be platted and approved as of the effective date of the appraisal. I further understand that all local infrastructure for the residential lots including streets and utilities will be part of a future PID funding in combination with developer funding. We also understand the developer will fund mass grading, landscaping, and amenities, as well as perimeter and retaining walls.

I understand that the appraisal will be used in conjunction with the above-described PID Bond offerings ("Intended Use"). All improvements will be funded with Bond Proceeds and Developer contributions that will serve the proposed Mustang Valley community. The appraisal report will comply with the development and reporting requirements outlined in Standard Rules 1-2 and 2-2(a) in the 2024-2025 Uniform Standards of Professional Appraisal Practice (USPAP). This will include a valuation of any individual parcels based on the current land use plan and parcelization proposed by the developer. The proposed development will be valued using commonly accepted appraisal methods, including all three approaches to value that are applicable.

Any additional work required after the acceptance of our appraisal, or any due to changes in the proposed development or our scope of work will be billed at an hourly rate of \$450.00 per hour.

The client for our appraisal will be The City of Manor. Both the City of Manor and FMSbonds, Inc. are the intended users of the appraisal report. It is understood that the Appraisal or a summary of the Appraisal will be included in the bond offering documents including the SAP and PLOM.

Reproduction of the appraisal in the Preliminary and Final Official Statement for the PID bond offerings is hereby approved and a statement of the right to produce copies for such purposes will be included in the appraisal.

It is anticipated that at least two appraisers, including myself, may be working on the project.

Specifications for the proposed Infrastructure Improvements need to be provided by the Client within seven days of engagement of the appraisal. If this information is not provided in a timely manner, our appraisal report could be delayed.

The PID Area will be appraised assuming the following Hypothetical Conditions, Extraordinary Assumptions, and Ordinary Assumptions:

HYPOTHETICAL CONDITION

Hypothetical conditions deal with factors that are known to be false but are presumed to be true for the purposes of the appraisal.

Our appraisal will be based on the Hypothetical Condition that all 372 single-family lots to be included in the Mustang Valley PID will be fully developed with paved streets, adequate storm sewer capacity, as well as municipal utilities including water and sewer lines stubbed

to each lot. Our appraisal of the proposed lots will also be based on the assumption the lots will be graded and ready for the immediate construction of new homes.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers' opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. For the purpose of this appraisal, the following extraordinary assumptions are assumed:

1. All the infrastructure costs supplied by the developers are true and correct; however, we will use our judgment to identify any that appear unreasonable.
2. This appraisal assumes that the Development Plan for the Mustang Valley project, as provided to the appraisers, is constructed in a workmanlike manner. It further assumes that the lots in this development will be aggressively marketed and competently managed.
3. To complete the appraisal the combined tax rate of all entities taxing the property, including the proposed PID, and the assessment rate on the property, must be provided to the appraiser.

ORDINARY ASSUMPTIONS

The legal description furnished is assumed to be correct. The Aegis Group, Inc., assumes no responsibility for matters legal in character, nor renders any opinion as to the title, which is assumed to be good. The property is appraised having knowledgeable ownership and competent management.

The Aegis Group, Inc. has made no survey and assumes no responsibility in connection with such matters. The information identified in the report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed. The construction and condition of any improvements mentioned in the body of the report are an observation and/or plans provided by the developer and no engineering study has been made which would discover any latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study was made.

The distribution of the total evaluation between land and improvements in the report, where applicable, applies only under the existing program of utilization. The separate estimates for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

I am not required to give testimony or attendance in court by reason of the appraisal with reference to the property in question unless arrangements have been made previously thereof.

Possession of the report or a copy thereof does not carry with it the right of publication except as previously stated above; provided, however, that the Clients may publish this report for purposes

of Intended Use. It may not be used for any purpose by anyone other than the Intended Users without the previous written consent of the appraiser.

Except when used in conjunction with the Intended Use, neither all nor any part of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written approval and consent of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to the Appraisal Institute, or the MAI designation.

To the best of the appraiser's knowledge, the subject property does not contain any toxic substances such as hazardous waste, asbestos or radon gas which would adversely impact the market value of the subject. Additionally, to the best of the appraiser's knowledge, there are no properties within the immediate area which contain these substances. This is not a guarantee that these substances do not occur in the subject property or within the immediate area. This is only a statement as to the knowledge of the appraiser.

It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

It is assumed that there are no easements or encroachments unless noted within the report.

It is assumed that all improvements are completed in a workmanlike manner and are built in compliance with the construction standards of the City of Manor.

If this proposal is acceptable, please acknowledge below and return to my office. Respectfully submitted.

THE ÆGIS GROUP, INC.



Eldon Y. Rude, MAI

Agreed and accepted by:

Signature: x _____

Printed Name: Scott Moore

Title: City Manager

Date: May 1, 2024



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Moore, Director
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of the City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures with the Updated Plan Provisions.

BACKGROUND/SUMMARY:

The City of Manor is required to have a Drought Contingency Plan and Water Conservation Plan updated every five years. In April 2009, the City Council adopted a Conversation Plan through Ordinance 360 for its wholesale and retail treated water utility systems to manage public water resources effectively and to plan appropriate responses to emergency and drought conditions. The adopted plan recognized that conservation is valuable in managing water and wastewater utility systems. The benefits of water conservation include extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water and wastewater utility operating costs; improving the reliability and quality of water utility service; reducing customer costs for water service; reducing wastewater flows; improving the performance of wastewater treatment systems; and enhancing water quality and the environment.

The city currently bills 5,652 water service connections with an estimated water service population of 20,939. The city experienced a population growth of 70%+ since the 2010 census. The City's population will continue to grow, with the water service population estimated to be at 28,240 by the year 2030.

The Drought Contingency Plan conserves the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of a water supply shortage or other water supply emergency conditions. Due to the recent summer droughts that have impacted Central Texas, the city was forced to activate mandatory water conservation measures. The mandatory regulations and restrictions on the delivery and consumption of potable water were necessary, which the citizens adjusted their water usage to comply with the mandate.

The Water Department will take the following steps to ensure our customers are well-informed and educated on the adopted Drought Contingency and Water Conservation Plans:

- Staff will develop and provide water conservation brochures and handouts to water customers on an annual basis and utilize social media and public forums to provide updates and informative conservation measures;
- Staff local events to provide water customers with water-saving tips, low-flow shower heads, faucet aerators, and other information.
- The City will continue to promote a landscape water management information program.
- The City will continue to provide information and instructions on its website so that residents can perform evaluations for irrigation systems to ensure they are correctly functioning. This helps educate the water customers on how to operate their irrigation system more efficiently and helps reduce water waste.

The City Council is being requested to adopt the plans by the attached ordinance that provide and establish additional water conservation measures and schedules in order that water conservation may be promptly implemented during the summer months and times of water shortage. Being able to preserve and protect the overall health and safety of the Manor residents will be important for the implementation of conservation measures and outdoor watering schedules to commensurate with the beginning of the summer months and other times when system demand for water increases or there is a shortage of water that directly impact the community.

LEGAL REVIEW: Yes – Veronica Rivera, Assistant City Attorney

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No. 741
- Article 13.08 Water Conservation Plan

STAFF RECOMMENDATION:

The staff recommends that the City Council approve Ordinance No. 741 amending Chapter 13, Utilities, Article 13.08, Water Conservation, Ordinance 360, of the Code of Ordinances of the City of Manor, Texas; Adopting the Updated Water Conservation Plan and Drought Contingency Plan; Providing Updated Requirements and Schedules Required by State Law; Amending, Restating and Replacing Measures with the Updated Plan Provisions

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



ORDINANCE NO. 741

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING CHAPTER 13, UTILITIES, ARTICLE 13.08, WATER CONSERVATION, ORDINANCE 360, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS; ADOPTING THE UPDATED WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN; PROVIDING UPDATED REQUIREMENTS AND SCHEDULES REQUIRED BY STATE LAW; AMENDING, RESTATING AND REPLACING MEASURES WITH THE UPDATED PLAN PROVISIONS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Manor, Texas (the “City”) is a home rule municipality having the full power of local self-government pursuant to its Charter, Article XI, Section 5 of the Texas Constitution, and Chapter 9 of the Texas Local Government Code; and

Whereas, a water conservation plan and a drought contingency plan are fundamental to the public health, safety and welfare and the protection of people of the state, their resources and the environment; and

Whereas, because of the water conditions prevailing in the City, the general welfare requires that the water resources available to the City be put to maximum beneficial use to the extent to which they are capable, and that the waste or unreasonable use, or unreasonable method of use of water is to be prevented and the conservation of such water is to be extended with a view to the reasonable and beneficial use thereof in the interests of the people of the City and for the public health and welfare; and

Whereas, the City Council of the City of Manor (“City Council”) finds it necessary to provide for and establish additional water conservation measures and schedules in order that water conservation may be promptly implemented during the summer months and times of water shortage, for the preservation and protection of the health and safety of the City's residents; and

Whereas, the City Council desires to permit prompt implementation of conservation measures and outdoor watering schedules commensurate with the beginning of the summer months and other times when system demand for water increases, or there is a shortage of water; and

Whereas, the City Council of the City of Manor (the “City Council”) finds that the adoption of a water conservation plan and a drought contingency plan are needed to protect the general health, safety, and welfare of the residents of 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 Chapter 13, Utilities, Article 13.08 Water Conservation of the Manor Code of Ordinances to update and adopt a water conservation plan and a drought contingency plan by amending, restating and relacing Article 13.08 in its entirety to reflect the text in attached Exhibit A.

SECTION 3. Adoption of Water Conservation Plan and Drought Contingency Plan. The City Council hereby adopts the Water Conservation Ordinance attached hereto as Exhibit A as the City's Water Conservation Plan and Drought Contingency Plan.

SECTION 4. 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 subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code and the City Charter.

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 of the Texas Government Code.

PASSED AND APPROVED on this 1st day of May 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

EXHIBIT A

ARTICLE 13.08 WATER CONSERVATION

DIVISION 1. WATER CONSERVATION

Sec. 13.08.001.01 Introduction and Applicability.

The City of Manor (the "City") has developed this Water Conservation Plan (the "Plan") for its wholesale and retail treated water utility systems to manage public water resources effectively and to plan appropriate responses to emergency and drought conditions. The Plan recognizes that conservation is valuable in managing water and wastewater utility systems. Benefits of water conservation include extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water and wastewater utility operating costs; improving the reliability and quality of water utility service; reducing customer costs for water service; reducing wastewater flows; improving the performance of wastewater treatment systems; and enhancing water quality and the environment.

This Plan applies to all City of Manor's retail and wholesale treated water customers. This Plan adopted on May 1, 2024, will be updated at least every five (5) years to account for changes in water usage due to water supply issues and growth in the customer base.

Sec. 13.08.001.02 Authorization, Implementation and Enforcement

The City Manager of the City, or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan. The City Manager, or his/her designee, will act as administrator of the City's water conservation Program (the "Water Conservation Program" or "Program"). He/she will oversee the execution and implementation of the Program and will be responsible for keeping adequate records for Program verification.

This Plan was presented to the City Council of the City (the "City Council") for approval on May 1, 2024.

The following methods will enforce this Plan:

1. The City Council adopted this Plan by ordinance and the ordinance will be enforced through the city municipal court system.
2. The water rate structure will be enforced through the city municipal court system where violations can result in the assessment of penalties, fees, and water service disconnection for any customers not paying the monthly bill; and
3. The Building Official of the City (the "Building Official"), or designee, will not certify new construction unless it meets adopted building and plumbing codes.

Sec. 13.08.001.03 Utility Profile – Baseline Evaluation of Water and Wastewater Utility System and Customer Use.

- (a) Population and Service Area: In 2024, the City of Manor has an overall population of 23,916 and is currently growing at a rate of 11.43% annually. The City’s population has increased by approximately 59% since the most recent census, which recorded a population of 14,102. The City currently bills 5,652 water service connections with an estimated water service population of 23,916. The City’s population will continue to grow, with the water service population estimated to be at 28,240 by the year 2030. The water service area has grown as well. The City’s current water service area is presented in Exhibit A.
- (b) Water Produced and Treated by the City: The City’s water system serves 5,652 connections with an estimated water service population of 23,916. Residential customers comprise approximately 93% of total connections and about 74% of yearly consumption. Detailed water and wastewater utility data is found in Exhibit C.

Sec. 13.08.001.04 Water Conservation Plan Elements

- (a) A summary of the City’s baseline and future water conservation goals per gallon per person per day is summarized in the table below.

	Historic 5yr Average	Baseline	5yr Goal	10yr Goal
Total GPCD		81	74	74
Residential GPCD		19	12	12
Water Loss GPCD		8	8	8
Water Loss %		9.5%	9.5%	9.5%

The City will measure its progress in reducing water use by comparing the current daily per-resident use to per-resident use multiplied by the population each year. Manor unaccounted water for 2023 was less than 10%. The City’s goal is to maintain unaccounted-for water at 10% or less.

- (b) Water Conservation Measures
 - (1) Universal Metering and Meter Replacement and Repair. All utility customers shall be metered. A regularly scheduled maintenance program of meter repair and replacement will be performed in accordance with the following schedule:

Production (master) meters:	Testing Interval
Meters larger than 1":	Test once a year
Meters 1" or smaller:	Tested if reading is unusual or if requested by the homeowner.

Zero consumption accounts: Meters will be flow tested to see if water is being used and not recorded. In addition, the meters will be checked for proper sizing.

- (2) Distribution System Leak Detection and Repair. The City's unaccounted water loss is due to sections of the water distribution system being polybutylene pipe, which has a known history of leakage. The City will expand on this in the coming years to more targeted areas by bringing in a third party to identify areas of concern throughout the distribution system by taking the current data the City collects via the City's SCADA system and comparing that to historical usage to identify neighborhoods where leaks appear to be present.
 - (3) Water Pricing Incentives. The City charges a volumetric increasing block rate to all customers. A copy of the City's current rate structure is found in Exhibit B.
 - (4) Continuing education program. As part of a continuing public education and information campaign based on this Plan, the City will:
 - (i) Develop and provide water conservation brochures and handouts to water customers.
 - (ii) Staff local events to provide water customers with water-saving tips, low-flow shower heads, faucet aerators, and other information.
 - (iii) The City will continue to promote a landscape water management information program.
 - (iv) The City will continue to provide information and instructions on its website so that residents can perform evaluations for irrigation systems to ensure they are properly functioning. This helps educate the water customers on how to operate their irrigation system more efficiently and helps reduce water waste.
- (c) Measures to determine and control unaccounted-for uses of water and for universal metering of customer and public uses of water. The City is using INCODE Utility Billing software for meter reading reports. Monthly readings are done using Neptune drive-by unit or hand-held devices and software. When necessary, City staff conduct visual inspections to determine if the system distributes to illegal connections or connections where service has been abandoned.
- (d) Other Conservation Strategies. The City will also pursue adopting codes or ordinances that promote water-conserving technologies, promote water efficiency, or avoid water waste. In addition, the City provides recycled wastewater to golf courses and contractors for dust irrigation and dust control. Additional information on conservation strategies is provided in Exhibit D.

EXHIBIT A

WATER SERVICE AREA MAP

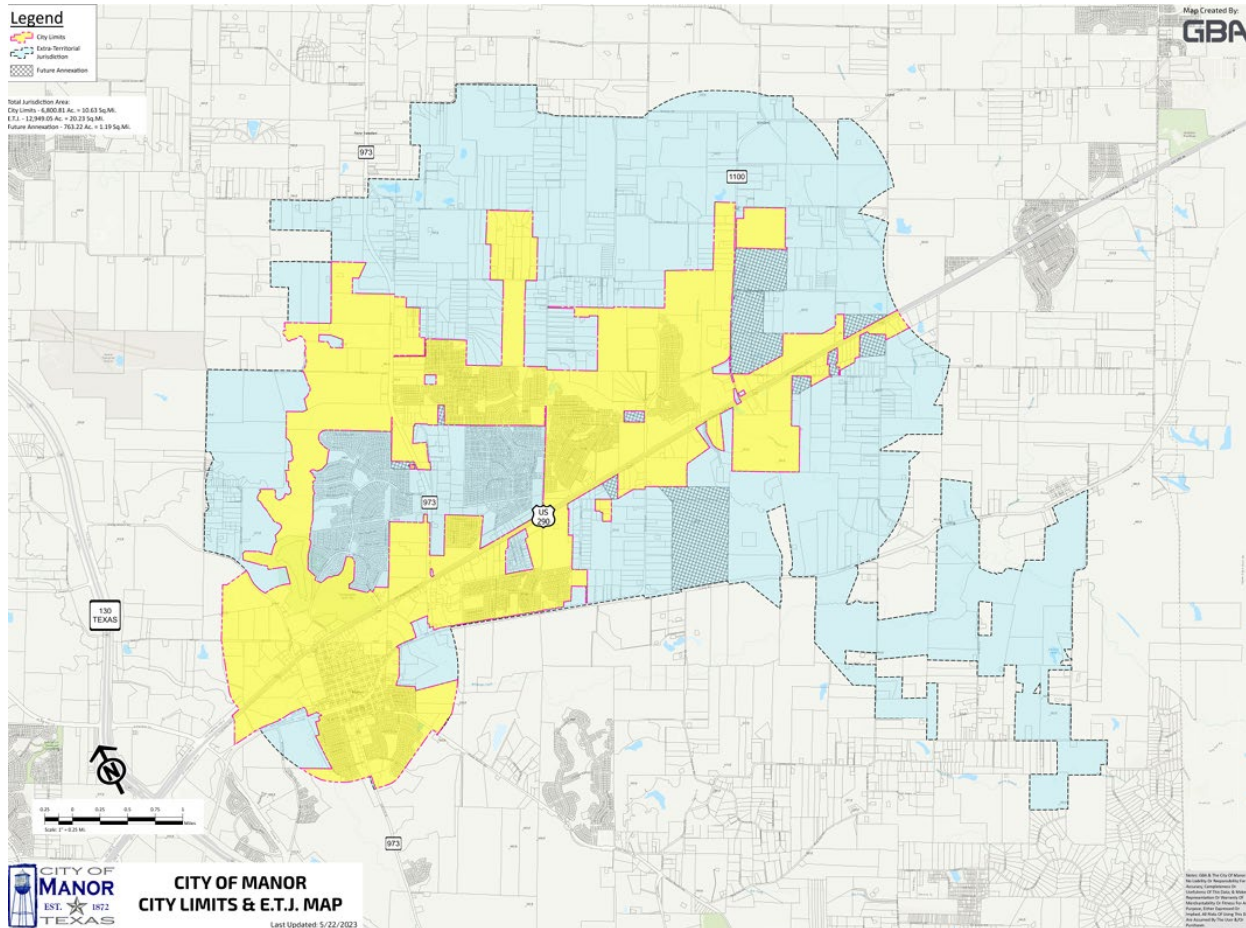


EXHIBIT B

UTILITY RATE STRUCTURE

Water and Wastewater Rates

Rates from the City's Code of Ordinances, Article A7.000 Utility Service
Charges and Fees

Water Rates

Base Fee (Minimum Monthly Fee)	Manor
Residential - 5/8" Meter	\$29.06
Residential - 5/8" Meter Senior Citizen	\$24.75
Commercial - 5/8" Meter	\$10.79
Commercial - 3/4" Meter	\$16.18
Residential - 1" Meter	\$48.54
Commercial - 1" Meter	\$26.96
Commercial - 1.5" Meter	\$53.93
Commercial - 2" Pos. Displacement Meter	\$86.28
Commercial - 2" Compound Meter	\$86.28
Commercial - 2" Turbine Meter	\$107.86
Commercial - 3" Compound Meter	\$172.57
Commercial - 3" Turbine Meter	\$258.85
Commercial - 4" Compound Meter	\$269.64
Commercial - 4" Turbine Meter	\$453.00
Commercial - 6" Compound Meter	\$539.28
Commercial - 6" Turbine Meter	\$992.28
Commercial - 8" Compound Meter	\$862.85
Commercial - 8" Turbine Meter	\$1,725.70
Commercial - 10" Compound Meter	\$1,240.34
Commercial - 10" Turbine Meter	\$2,696.40
Commercial - 12" Turbine Meter	\$3,559.25

EXHIBIT B**UTILITY RATE STRUCTURE CONTINUED****Residential Water Usage Fees (Per 1,000 gallons
monthly)**

0 - 2,000	\$0.56
2,000 - 5,000	\$3.02
5,001 - 10,000	\$3.78
10,001 - 15,000	\$4.72
15,001 - 25,000	\$5.90
25,001 - and Over	\$7.37

**Commercial Water Usage Fees (per 1,000 gallons
monthly)**

\$6.74

Fire Hydrant Water Usage Fees (Per 1,000 gallons monthly)

\$9.00

Effluent Water Usage Fees (Per 1,000 gallons monthly)

\$1.95

EXHIBIT B

UTILITY RATE STRUCTURE CONTINUED

Wastewater Rates

Base Fee (Minimum Monthly Fee)	Manor
Residential - 5/8" Meter	\$20.33
Residential - 5/8" Meter Senior Citizen	\$13.94
Commercial - 5/8" Meter	\$16.05
Commercial - 3/4" Meter	\$24.08
Commercial - 1" Meter	\$40.13
Commercial - 1.5" Meter	\$80.25
Commercial - 2" Pos. Displacement Meter	\$128.40
Commercial - 2" Compound Meter	\$128.40
Commercial - 2" Turbine Meter	\$160.50
Commercial - 3" Compound Meter	\$256.80
Commercial - 3" Turbine Meter	\$385.20
Commercial - 4" Compound Meter	\$401.25
Commercial - 4" Turbine Meter	\$674.10
Commercial - 6" Compound Meter	\$802.50
Commercial - 6" Turbine Meter	\$1,476.60
Commercial - 8" Compound Meter	\$1,284.00
Commercial - 8" Turbine Meter	\$2,568.00
Commercial - 10" Compound Meter	\$1,845.75
Commercial - 10" Turbine Meter	\$4,012.50
Commercial - 12" Turbine Meter	\$5,296.50

Residential Wastewater Usage Fees (Per 1,000 gallons monthly)

0 - 8,000	\$3.75
8,000 - or More	\$4.40

Commercial Wastewater Usage Fees (Per 1,000 gallons monthly)

\$6.00

EXHIBIT C

WATER AND WASTEWATER UTILITY DATA

Monthly Volume of Water Treated (Gallons)					
	2019	2020	2021	2022	2023
January	27,043,000	28,768,000	31,105,000	40,647,000	59,469,000
February	25,182,000	28,431,000	34,480,000	33,615,000	51,939,000
March	26,348,000	30,410,000	36,820,000	37,374,000	63,666,000
April	25,117,000	33,565,000	36,601,000	38,558,000	60,457,000
May	26,635,000	35,639,000	38,984,000	44,668,000	53,889,000
June	28,443,000	43,732,000	39,766,000	53,391,000	58,584,000
July	31,738,000	46,100,000	38,620,000	58,326,000	73,891,000
August	35,938,000	48,748,000	38,814,000	54,787,000	76,424,000
September	39,232,000	37,390,000	43,678,000	49,081,000	64,673,000
October	36,543,000	60,934,200	40,574,000	52,401,000	56,948,000
November	30,670,000	34,529,000	40,672,000	47,159,000	44,870,000
December	30,449,000	34,302,000	39,249,000	47,710,000	46,300,000
TOTALS	363,338,000	462,548,200	459,363,000	557,717,000	711,110,000

Monthly Volume of Wastewater Treated Average Flow					
	2019	2020	2021	2022	2023
January	0.64	0.64	0.80	0.80	1.52
February	0.50	0.46	0.91	1.23	1.41
March	0.47	0.63	0.77	1.11	1.44
April	0.53	0.67	0.80	1.07	1.77
May	0.62	0.72	1.33	1.31	1.65
June	0.52	0.62	1.13	1.08	1.38
July	0.56	0.56	0.97	1.27	1.07
August	0.56	0.62	0.91	1.36	1.11
September	0.53	0.81	0.78	1.38	1.09
October	0.52	0.72	1.05	1.42	1.01
November	0.48	0.52	1.28	2.98	1.00
December	0.45	0.55	0.95	1.64	0.97
TOTALS	6.38	7.52	11.68	16.65	15.42

EXHIBIT D

WATER CONSERVATION STRATEGIES

Conservation Program Strategies

Water Use Management

Manor Water Conservation implements and enforces a comprehensive plan for all retail water customers. This plan includes a baseline Conservation Stage.

The City of Manor will regulate outdoor watering use by having their customers on a set watering schedule, depending on drought conditions. Customers can track the usage of their water by using a billing chart within their account. The City can also monitor changes in customer usage and send out notices on possible leaks on the customer side.

DIVISION 2. DROUGHT CONTINGENCY PLAN

Sec. 13.08.002 SCOPE, DECLARATION OF POLICY, PURPOSE, AND INTENT.

(a) This division addresses the establishment of the city's water conservation ordinance (the "Water Conservation Ordinance" or "Ordinance") and the City's drought contingency plan (the "Drought Contingency Plan" or "Plan"). Copies of the Ordinance and Drought Contingency Plan will be available for inspection or reproduction in the office of the city secretary and on the city's website, www.manortx.gov.

(b) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of a water supply shortage or other water supply emergency conditions, the city hereby adopts the regulations and restrictions on the delivery and consumption of potable water set forth in this division.

(c) Water uses regulated or prohibited under this plan are nonessential, and continuation of such uses constitutes a waste of water, which subjects the offender(s) to penalties as defined in section 13.08.020 *Enforcement* of this plan.

(d) The city operates a reuse station that utilizes wastewater effluent to provide water for landscape irrigation and dust control. This Plan will not affect the use of effluent irrigation water.

Sec. 13.08.003 PUBLIC INVOLVEMENT.

The public was able to provide input into preparing this Plan during the public hearing that was held before the City Council when the Council considered the Ordinance adopting this Plan.

Sec. 13.08.004 PUBLIC EDUCATION.

The city will educate the public about conservation and drought conditions through information from the Public Works Department, 416 Gregg St., or by calling the Public Works Department at (512) 272-5555 ext. 5. As trigger conditions approach, the public will be notified through press releases on the current conditions and water conservation methods on the city's internet website.

Sec. 13.08.005 COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The service area of the City of Manor, Texas is located within the Lower Colorado Regional Water Planning Area and the city has provided a copy of this Plan to the Region K Planning Group.

Sec. 13.08.006 AUTHORIZATION.

The City Manager is hereby authorized and directed to implement the applicable provisions of this Plan upon a determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager may initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Sec. 13.08.007 APPLICATION.

The provisions of this Plan apply to all persons, customers, and property owners utilizing water provided by the city. The terms “person” and “customer” used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Sec. 13.08.008 DEFINITIONS.

In this article:

Aesthetic water use means water is used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Automatic irrigation system means any irrigation system connected to and operated by a programmable controller, including a permanently or temporarily installed irrigation system.

Commercial and institutional water use means water use is integral to commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Commercial facility means a municipal, business, or industrial building and the associated landscaping but does not include a golf course's fairways, greens, or tees.

Conservation means those practices, techniques, and technologies reduce water consumption, reduce the loss or waste of water, improve the efficiency in water use, or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company, or organization using water supplied by the City of Manor.

Designated outdoor water use day means the day prescribed by rule on which a person is permitted to irrigate outdoors.

Director means the Director of the City of Manor Public Works Department.

Domestic water use means water is used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or cleaning a residence, business, industry, or institution.

Drip irrigation system means small-diameter pressurized lines that are directly buried in the soil to a nominal depth of six inches and contain pressure-reducing emitters to restrict water flow to a meager rate.

Drought contingency plan means a strategy or combination of methods for supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code, Title 30, chapter 288, subchapter B.

Foundation watering means applying water to the soils directly abutting the foundation of a building, structure, or improvement on land.

Hose-end sprinkler means an above-ground water distribution device that may be attached to a garden hose.

Household means the residential premises area served by the customer's meter.

Industrial water use means the use of water in processes designed to convert lower-value materials into forms with more excellent usability and value.

Irrigation means the supply of water to the land by means of channels, streams, and sprinklers in order to permit the growth of plants/grass/crops, whether the land is outdoors or surrounded by a house or commercial or industrial facility (i.e., indoors).

Landscape irrigation use means the supply of water as described in "irrigation" to "new landscape" as defined below.

Manual irrigation system means an irrigation system designed to require the manual operation of valves or the attachment of a quick-coupling device.

Multi-family property means property containing five or more dwelling units.

New landscape means vegetation:

- (1) Installed at the time of the construction of a residential or commercial facility.
- (2) Installed as part of a governmental entity's capital improvement project.
- (3) installed to stabilize an area disturbed by construction or that alters more than 500 contiguous square feet of an existing landscape.

Ornamental Fountain means an artificially created structure from which a jet, stream, or water flow emanates, and the water is not used to preserve aquatic life.

Owner means a person with a freehold interest in a facility to which this article applies.

Permanently installed irrigation system means a custom-made, site-specific system of delivering water generally for landscape irrigation via pipes or underground conduits.

Person means any natural person or legal entity such as an individual, business, partnership, association, firm, corporation, governmental body, or other entity that receives, requests, manages, uses, maintains, or is responsible for water utility service at a service address, whether the person or entity is a customer or account holder of the City of Manor Water Utilities Department.

Persons per household means only those persons currently physically residing on the premises and expected to live there for the entire billing period.

Premises means the outdoor area of property not enclosed by fencing walls or living areas do not enclose the property's outdoor area and do not include areas for storing vehicles or other motorized equipment. *Residential facility* means a site with four or fewer dwelling units.

Single-family residential customer means any residential dwelling designed for and inhabited by a single person or family unit.

Temporarily installed irrigation system means a universally applicable above-ground irrigation system that uses a flexible hose or hardened pipe to deliver water to a movable water distribution device.

Water manager means the person designated by the city manager to implement and/or oversee the water management plan described herein, as may be amended.

Sec. 13.08.009 Compliance Required.

A person may not use or permit the use of water in a manner that conflicts with the requirements of this article in an amount more significant than permitted by this article.

Sec. 13.08.010 Fees And Charges.

- (a) Fees and charges assessed according to this article shall be set by the City Council under a separate ordinance.
- (b) Fees and charges associated with enforcement of this article shall be identified on the customer's utility billing invoice or on the order assessing the fee or charge, except as where otherwise provided by ordinance.

Sec. 13.08.011 Inspections and Right of Entry.

- (a) The Director or Director's designee may:
 - (1) inspect any property, equipment, or improvement to determine compliance with this article; and
 - (2) require an owner, occupant, operator, manager, or user of a property, equipment, or improvement to correct a violation of this article.
- (b) An inspection of a residential property shall be conducted from:
 - (1) areas accessible to the public; or
 - (2) a restricted access area only after the Director or Director's designee has presented official identification to the property manager, owner, occupant, or other representative and obtained consent to enter a restricted access area.
- (c) If consent for entry necessary to inspect to determine compliance with this article is required but denied, withdrawn, limited, or impaired, the Director or Director's designee may seek any recourse available under applicable law to obtain entry and inspect.
- (d) Conducting or failing an onsite inspection does not impose liability on the City, a city officer or employee, or a city representative for damage to a person or property.

Sec. 13.08.012 Water Conservation Guidelines.

- (a) The director shall recommend and the city manager shall adopt water conservation guidelines that include:
 - (1) Policies for compliance by city or other governmental departments; and
 - (2) Criteria for determining when a conservation stage occurs or terminates.

- (b) The city manager shall update the guidelines if the city manager determines that there are changed conditions of the city's water supply system, regulatory obligations, or other environmental or situational factors warrant or necessitate guideline adjustment.
- (c) The City Manager may order that the water use restrictions of Drought Response Stage One Regulations, Drought Response Stage Two Regulations, Drought Response Stage Three Regulations, or Water Rationing take effect after determining that the order is necessary to protect the public health, safety, or welfare. The City Manager may base a conservation, drought, or emergency stage declaration or termination on any condition, occurrence, factor, or an assessment of all relevant circumstances that, in the judgment of the City Manager, support such action for any lawful purpose. The order is effective immediately following official public notice.
- (d) Water use regulations of section 13.08.020 *Drought Response Stages* remain in effect until the City Manager orders termination of the stage following subsection (c) of this section Unless a drought or emergency stage is expressly declared by order of the City Manager, water use regulations of section 2.06 *Drought Response Stages* automatically resume by default immediately upon any ordered termination of any drought or emergency stage.
- (e) Any outdoor water use subject to the provisions of this article shall occur only on a day designated for the applicable water-use activity, property/facility type, and street number address classification indicated in the following tables. A person may not conduct, authorize, or permit outdoor water use except following the designation schedule in the following tables. In the following tables, "EVEN" or "ODD" correspond to the street number of the physical property address where the outdoor water use occurs. The tables below shall be called the " Outdoor Water Use Schedule."

Watering Schedule for the Standard Conservation Stage	
Property type	Watering day
Residential Property - EVEN	Thursday and Sunday
Residential Property - ODD	Wednesday and Saturday
Commercial/Multifamily facilities	Tuesday and Friday
Public/Private Schools	Monday and Friday

Watering Schedule for Drought Response Stage 1 and Stage 2	
Property type	Watering day
Residential Property – addresses ending in 0 or 1	Monday
Residential Property - addresses ending in 2 or 3	Tuesday
Residential Property – addresses ending in 4 or 5	Wednesday
Residential Property – addresses ending in 6 or 7	Thursday
Residential Property - addresses ending in 8 or 9	Friday
Commercial/Multifamily Facilities	Saturday
Public/Private Schools	Sunday

- (f) The Director may order temporary modification or adjustment to the Outdoor Water Use Schedule in the event of an unusual water system operational event, catastrophic occurrence, severe weather event, or other emergency, disaster situation, or occurrence necessitating the adjustment. A temporary modification or adjustment to the Outdoor Water Use Schedule shall be effective immediately upon official public notice. It shall continue in effect for a period not to exceed fifteen (15) consecutive days. The Director shall provide official public notice of the date upon which any temporary modification or adjustment to the Outdoor Water Use Schedule expires and the standard Outdoor Water Use Schedule resumes.
- (g) The Director shall monitor the daily supply and demand for water and make recommendations to the city manager about whether or when to implement or terminate water use restrictions under the Drought Contingency Plan in effect and kept on file with the City of Manor's Water Utilities Department and the city secretary or when relevant to any other circumstances affecting continuity of service or public health, safety, or welfare.

Sec. 13.08.013 EXEMPTIONS.

- (a) The following uses are exempt from the restrictions under section 13.08.017 *Drought Response Stages*:
 - (1) Water use is necessary to protect the public's health, safety, or welfare.
 - (2) The use of reclaimed or auxiliary water not supplemented by or mixed with potable water supplied by the City of Manor Water Utility.
 - (3) Necessary use of water for the lawful repair of a water distribution facility, flushing of utility lines, or residential or commercial plumbing lines.
 - (4) Necessary use of water, other than for landscape irrigation, for a governmental entity performing a governmental function, including a capital improvement construction project.
 - (5) Use of water, other than for landscape irrigation, necessary to meet express requirements of federal, state, or local permits related to land development that include but are not limited to roadway base preparation, dust control, maintenance of trees subject to preservation restrictions or requirements, concrete or asphalt work, or modification or construction of improvements.
 - (6) Necessary washing or sanitizing to prevent public health or disease transmission risk associated with liquid, solid, or particulate residue in or on vehicles, containers, or equipment lawfully used to maintain, process, or transport food, perishables, garbage, liquid or solid waste, organic materials, or recyclables; or
 - (7) Water use immediately necessary for or related to firefighting, fire prevention, or fire suppression activity or operations conducted because of actual risk to public or environmental health, safety, or welfare, life, or property associated with the presence of an uncontrolled fire on or approaching any person or property.
- (b) The following activities are exempt from the application of the conservation, drought response stage one and stage two regulations in section 13.08.017 *Drought Response Stages*.
 - (1) Outdoor irrigation:
 - (A) using drip irrigation;

- (B) of vegetable gardens using a soaker hose;
 - (C) of athletic fields used for organized sports practice, competition, or exhibition events when irrigation is necessary to protect the health and safety of the players, staff, or officials present for the athletic event;
 - (D) immediately following a commercial lawn treatment application by an applicator who possesses required licensure as applicable for the use of such substances including fertilizer, pesticides, and herbicides, provided receipts documenting such application and the applicator's credentials are provided upon request to a designee of the Director; or
 - (E) of plant material at a commercial nursery.
- (2) Water use:
- (A) necessary for the repair or installation of a permanently or temporarily installed landscape irrigation system when the person performing the irrigation work is present during irrigation; or
 - (B) necessary for repairing, testing, or installing an ornamental fountain when the person performing the testing, repair, or installation is present.
- (c) The following activities are exempt from the application of the conservation stage regulations and the drought response stage one regulations moderate water shortage conditions in section 13.08.017 *Drought Response Stages*:
- (1) Water use necessary to comply with federal, state, or local land development permits requiring the establishment of new landscaping between the hours of 7:00 p.m. to 10:00 a.m.; and
 - (2) Irrigation of areas documented on an approved and released site plan such as for golf course fairways, greens, or tees.

Sec. 13.08.014 WASTE OF WATER PROHIBITED.

This section prohibits the waste of water year-round.

- (a) A person may not:
- (1) Fail to repair a controllable leak, including a broken sprinkler head, pipe, or a leaking valve.
 - (2) Operate any irrigation system with:
 - (A) A broken head.
 - (B) A head that is out of adjustment and the arc of the spray head is over a street, parking area, or other impervious surface.
 - (C) A head that is misting because of high water pressure.
 - (3) Allow water flow during irrigation that:
 - (A) Runs, flows, or streams in a way that extends into a street, parking area, or other impervious surface for 50 feet or greater; or

- (B) Allows water to pond to a depth greater than 0.25 inch in a street, parking area, or on another impervious surface.
- (b) It is an affirmative defense to a charge of a violation of subsection (a) above that the act or omission charged in the complaint occurred during necessary repair, testing, or calibration of a new or existing irrigation or plumbing system, that the person performing the system testing, repair, or calibration was present at the site at the time of the act or omission charged in the complaint, and that the irrigation or plumbing system and the testing, repair, or calibration work at issue complied at the time with all applicable regulations, permit and development approval requirements.
- (c) It is an affirmative defense to a charge of a violation of subsection (a)(1) above that the property where the leak occurred has been officially accepted into a government-assisted housing repair program and the condition is within the scope of repairs the government has agreed to fund or repair.
- (d) It is an affirmative defense to a charge of a violation of subsection (a)(1) above that the person charged with the violation or the property where the violation occurs is not in default of any obligation of the government-assistance housing repair program at the time of the violation charged.

Sec. 13.08.015 Applicability of Regulations; Affirmative Defenses.

- (a) This article applies to a person who uses, directs, manages, or allows the use of potable water supplied by the City of Manor. The article does not apply to a person who only uses, requires, controls, or enables the use of auxiliary or reclaimed water.
- (b) It is an affirmative defense to a violation of this article that the use of water that gave rise to the breach was consistent with the agreed-upon terms and conditions of a water service contract with a wholesale water customer and that the use did not constitute a waste of water.
- (c) It is an affirmative defense to a violation of this article that the use of water that gave rise to the breach properly utilized solely auxiliary water and did not endanger public health, safety, or property.
- (d) It is an affirmative defense to a violation of this article that the use of water that gave rise to the breach properly utilized solely reclaimed water, did not endanger public health, safety, or property, and did not constitute a waste of water in accordance with section 13.08.014 *Waste of Water Prohibited*.
- (e) It is an affirmative defense to a violation of this article that the act or omission that gave rise to the breach occurred solely because of a documented emergency that prevented strict compliance and that the act or omission did not disrupt the availability of adequate water for other public emergency response or firefighting or fire suppression purposes.

Sec. 13.08.016 Triggering Criteria for Initiation and Termination of Drought Response Stages.

The triggering criteria described below are based on the statistical analysis of the vulnerability of the city's water source under drought of record conditions.

- (a) Water Conservation Stage -Year round
- (1) Requirements for initiation. Customers shall comply year-round with the requirements and restrictions defined in subsection 13.08.017(a).

- (b) Stage 1 - moderate water shortage conditions.
- (1) Requirements for initiation. Customers shall comply with the requirements and restrictions defined in subsection 13.08.017(b) of this Plan when the average daily water consumption reaches 80% of production distribution capacity for three consecutive days or when well pumps equal to or greater than 15 hours decrease.
 - (2) Requirements for termination. Stage 1 of this Plan may be rescinded by the city manager when all conditions listed as triggering events have ceased to exist for three consecutive days or by the city council if any conditions are listed as triggering events, Other than requirements imposed by the city's wholesale water contract with a wholesale provider, have ceased to exist, and the city council finds that terminating the drought response Stage 1 will not adversely affect public health, safety, or welfare. Upon termination of Stage 1, the Water Conservation Stage becomes operative.
- (c) Stage 2 - severe water shortage conditions.
- (1) Requirements for initiation. Customers shall comply with the requirements and restrictions defined in subsection 13.08.017(c) of this Plan when the average daily water consumption reaches 90% of production/distribution capacity for three consecutive days or when well pump hours are equal to or greater than 18 hours, or the city manager determines that Stage 2 implementation is necessary to protect the city's water supply for essential usages. No variances will be granted during Stage 2 severe water shortage conditions.
 - (2) Requirements for termination. Stage 2 of this Plan may be rescinded by the city manager when all the conditions listed as triggering events have ceased to exist for three consecutive days or by the city council if any of the conditions listed as triggering events, other than requirements imposed by the city's wholesale water contract with a wholesale provider, has ceased to exist, and the city council finds that terminating the drought response Stage 2 will not adversely affect public health, safety, or welfare. Upon termination of Stage 2, the city manager will determine what stage will become operative based on storage levels.
- (d) Stage 3 - emergency water shortage conditions.
- (1) Requirements for initiation. Customers shall comply with the requirements and restrictions defined in subsection 13.08.017(d) of this Plan when the city manager determines that a water supply emergency exists based on:
 - (A) The number of hours well pumps run and tank storage elevation;
 - (B) Major water line breaks or pump or system failures occur and cause an unexpected loss of capability to provide water service;
 - (C) System demand exceeds available high-service pump capacity;
 - (D) There is detection of accidental or intentional contamination of the water system;
 - (E) There is the detection of a man-made water system failure or a failure due to acts of God (e.g., tornados, hurricanes, etc.);
 - (F) A mechanical failure of pumping equipment occurs during a moderate drought and will require more than 12 hours to repair; or
 - (G) A wholesale provider cannot supply the City the contractual amount of water due.

- (2) Requirements for termination. Stage 3 of this Plan may be rescinded by the City Manager when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days or the emergency no longer exists or by the City Council if any of the conditions listed as triggering events, other than requirements imposed by the city's wholesale water contract with a wholesale provider, has ceased to exist and the City Council finds that terminating the drought response Stage 3 will not adversely affect public health, safety, or welfare.
- (e) Water rationing.
- (1) Requirements for initiation. Customers must comply with the water rationing and allocation plan prescribed in section 13.08.018 of this plan and comply with the requirements and restrictions for Stage 3 of this plan when the city manager determines that water rationing is necessary.
 - (2) Requirements for termination. Water rationing may be rescinded when all the conditions listed for warranting water rationing have ceased to exist for a period of 3 consecutive days.

Sec. 13.08.017 Drought Response Stages.

The Public Works Department will monitor water supply and/or demand conditions daily and, in accordance with the triggering criteria set forth in section 13.08.016 of this plan, will recommend to the city manager the extent of the conservation required through the implementation or termination of conservation stages for the city to plan for and supply water to its customers prudently. The city manager may order the appropriate stage of water conservation implemented or terminated in accordance with the applicable provisions of this article by public notification. The conservation stage will take effect immediately upon public notification:

- (a) Conservation Stage.
- (1) Goal. Achieve reduction in water usage year-round.
 - (2) Supply management measures: The city shall comply with the conservation guidelines year-round.
 - (3) Required water use restrictions.
 - (A) This section prescribes water conservation regulations and applies during the periods specified by section 13.08.012 *Water Conservation Guidelines*.
 - (B) A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.
 - (C) Outdoor irrigation is permitted if it is by means of a handheld hose equipped with a positive shutoff nozzle, a faucet-filled bucket, or a watering can of five gallons or less.
 - (D) A person may not irrigate outdoors at a residential facility or a commercial facility between the hours of 10:00 a.m. and 7:00 p.m., even if the irrigation occurs on a designated outdoor water use day for the location.
 - (E) A person may not operate a patio mister at a commercial facility except between the hours of 4:00 p.m. and midnight.
 - (F) A person may not use or allow the use of water to wash or rinse an automobile, truck, trailer, boat, airplane, motorcycle, or other mobile equipment or vehicle

unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each vehicle or piece of equipment washed in violation of this subsection. It is an affirmative defense to a violation of this subsection that the water use occurred at a vehicle wash facility for the water use charged in the complaint.

- (G) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each outdoor surface washed in violation of this subsection.
- (4) Prohibited waste of water. Waste of water (section 13.08.014) is prohibited year-round regardless of stage restrictions.
 - (5) Notwithstanding the prohibitions in this section, irrigation of new landscape installation is permitted. In that event, irrigation may only occur during the hours permitted under subsection (a)(3) above and in accordance with the following 30-day irrigation schedule:
 - (A) For the first ten days after installation, once a day;
 - (B) For days 11 through 20 after installation, once every other day; and
 - (C) For days 21 through 30 after installation, once every third day.
- (b) Stage 1 - moderate water shortage conditions.
- (1) Goal. Achieve a 10 percent reduction in average daily water use (e.g., total water use, daily water demand, etc.).
 - (2) Supply management measures. The city will reduce or discontinue flushing of water mains; reduce or discontinue irrigation of public landscaped areas; use an alternative water supply source, where possible; and use reclaimed water for non-potable purposes, where possible. The city will comply with the water use restrictions for Stage 1 when Stage 1 is implemented.
 - (3) Water use restrictions.
 - (A) A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.
 - (B) Outdoor irrigation is permitted by a permanently installed automatic irrigation system before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
 - (C) Outdoor irrigation is permitted if it is by means of a handheld hose equipped with a positive shutoff nozzle, a faucet-filled bucket, or a watering can of five gallons or less on a designated outdoor water use day before 10:00 a.m. or after 7:00 p.m.
 - (D) Outdoor irrigation is permitted by a hose-end sprinkler or a soaker hose before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
 - (E) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited except on designated watering days before 10:00 a.m. and after 7:00 p.m. When allowed, such washing must be done with a handheld bucket or hose equipped with a positive shutoff nozzle. This restriction does not apply to

commercial carwash or a commercial service station or if washing is necessary to protect the health, safety, and welfare of the public. Charity carwashes are prohibited without a permit approved by the city.

- (F) Watering the ground around a foundation to prevent foundation cracking is permitted.
 - (G) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is permitted.
 - (H) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
 - (I) A person may not operate a patio mister at a commercial facility except between the hours of 4:00 p.m. and midnight.
 - (J) Use of water from hydrants will be limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under a permit for construction water from the city.
 - (K) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days before 8:00 a.m. and after 7:00 p.m., except that irrigation of the golf course utilizing a water source other than potable water obtained from the city water distribution system, is not subject to this regulation.
 - (L) All restaurants are prohibited from serving water to customers except upon a customer's request.
 - (M) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water on the person's designated watering day. A person commits a separate offense for each outdoor surface washed in violation of this subsection.
- (4) Prohibited waste of water. Waste of water (section 13.08.014) is prohibited year-round regardless of stage restrictions.
 - (5) Notwithstanding the prohibitions in this section, irrigation of new landscape installation is permitted. In that event, irrigation may only occur during the hours permitted under subsection (b)(3) above and in accordance with the following 30-day irrigation schedule:
 - (A) For the first ten days after installation, once a day;
 - (B) For days 11 through 20 after installation, once every other day; and
 - (C) For days 21 through 30 after installation, once every third day.
- (c) Stage 2 - severe water shortage conditions.
 - (1) Goal. Achieve a 25 percent reduction in average daily water usage (e.g., total water use, daily water demand, etc.).

- (2) Supply management measures. The city will reduce or discontinue flushing of water mains; reduce or discontinue irrigation of public landscaped areas; use an alternative water supply source, where possible; and use reclaimed water for non-potable purposes, where possible. The city must comply with the water use restrictions for Stage 2 when Stage 2 is implemented.
- (3) Water use restrictions.
- (A) A person may not irrigate outdoors at a residential facility or a commercial facility except on a designated outdoor water use day for the location.
 - (B) Outdoor irrigation is permitted by a permanently installed automatic irrigation system before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
 - (C) Outdoor irrigation is permitted if it is by means of a handheld hose equipped with a positive shutoff nozzle, a faucet-filled bucket, or a watering can of five gallons or less on a designated outdoor water use day before 10:00 a.m. or after 7:00 p.m.
 - (D) Outdoor irrigation is permitted by a hose end sprinkler or a soaker hose before 8:00 a.m. and after 7:00 p.m. on an outdoor water use day as designated by the city.
 - (E) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This restriction does not apply to commercial carwash or a commercial service station or if washing is necessary to protect the health, safety, and welfare of the public.
 - (F) Charity carwashes are prohibited without a permit approved by the city.
 - (G) Watering the ground around a foundation to prevent foundation cracking is only permitted on a resident's designated outdoor water use day before 10:00 a.m. or after 7:00 p.m.
 - (H) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is permitted.
 - (I) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
 - (J) A person may not operate a patio mister at a commercial facility is prohibited.
 - (K) Use of water from hydrants will be limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under a permit for construction water from the city.
 - (L) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days before 8:00 a.m. and after 7:00 p.m. However, irrigation of golf course greens, tees, and fairways utilizing a water source other than potable water obtained from the city water distribution system is not subject to these regulations.

- (M) All restaurants are prohibited from serving water to customers except upon a customer's request.
 - (N) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface, unless using a hose with a positive shutoff valve or a single, refillable vessel with water. A person commits a separate offense for each outdoor surface washed in violation of this subsection.
- (4) Prohibited waste of water. Waste of water described in section 13.08.014) is prohibited year-round regardless of stage restrictions.
 - (5) Notwithstanding the prohibitions in this section, irrigation of new landscape installation is permitted. In that event, irrigation may only occur during the hours permitted under subsection (c)(3) above and in accordance with the following 30-day irrigation schedule:
 - (A) For the first ten days after installation, once every other day; and
 - (B) For days 11 through 30 after installation, once every third day.
- (d) Stage 3 - emergency water shortage conditions.
- (1) Goal. Achieve a 30 percent reduction in average daily water use (e.g., total water use, daily water demand, etc.) over a rolling 12-month period.
 - (2) Supply management measures. The city will reduce or discontinue flushing of water mains; reduce or discontinue irrigation of public landscaped areas; use an alternative water supply source, where possible; and use reclaimed water for non-potable purposes, where possible. The city will comply with the water use restrictions for Stage 3 when the restrictions are implemented.
 - (3) Water use restrictions.
 - (A) All outdoor irrigation is prohibited.
 - (B) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This restriction does not apply to commercial carwash or a commercial service station or if washing is necessary to protect the health, safety, and welfare of the public.
 - (C) Charity carwashes are prohibited.
 - (D) Watering the ground around a foundation to prevent foundation cracking is prohibited.
 - (E) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited.
 - (F) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
 - (G) A person may not operate a patio mister at a commercial facility.
 - (H) Use of water from hydrants will be limited to firefighting and related activities or other activities necessary to maintain public health, safety, and welfare, except

that use of water from designated fire hydrants for construction purposes may be allowed under a permit for construction water from the city.

- (I) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited. However, irrigation of golf course greens, tees, and fairways utilizing a water source other than potable water obtained from the city water distribution system is not subject to these regulations.
- (J) All restaurants are prohibited from serving water to customers except upon a customer’s request.
- (K) A person may not use or allow the use of water to wash, rinse, or treat any outdoor surface, including but not limited to a sidewalk, driveway, parking area, street, tennis court, patio, or other paved area or outdoor building surface. A person commits a separate offense for each outdoor surface washed in violation of this subsection.
- (L) No applications for building permits for new pools or irrigation facilities other than drip irrigation systems will be allowed or approved.

(4) Prohibited waste of water. Waste of water (section 13.08.014) is prohibited year-round regardless of stage restrictions.

(5) Irrigation of new landscape installations is prohibited.

13.08.018 Water Rationing.

If water shortage conditions threaten public health, safety, and welfare, the city manager may ration water according to the following water allocation plan:

- (a) Single-family residential customers.
 - (1) The allocation to residential water customers residing in a single-family dwelling will be as follows:

<u>Persons per Household</u>	<u>Gallons per Month</u>
<u>1 or 2</u>	<u>6,000</u>
<u>Persons per Household</u>	<u>Gallons per Month</u>
<u>3 or 4</u>	<u>7,000</u>
<u>5 or 6</u>	<u>8,000</u>
<u>7 or 8</u>	<u>9,000</u>
<u>9 or 10</u>	<u>10,000</u>
<u>11 or more</u>	<u>12,000</u>

- (2) It will be assumed that a particular customer’s household is comprised of two people unless the customer notifies the city of a more significant number of persons per household on a

form prescribed by the city manager. The city manager will use best efforts to see that the forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it will be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming more than two persons per household. New customers may claim more people per household at the time of applying for water service on the form prescribed by the city manager. When the number of people per household increases to place the customer in a different allocation category, the customer may notify the city on such form, and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer must notify the city in writing within two days.

- (3) Any person who falsely reports the number of persons in a household or fails to timely notify the city of a reduction in the number of people in a household commits a class C misdemeanor offense and may be fined not less than \$50.00 and more than \$500.00. No culpable mental state is required to prove this offense. However, if it is shown on the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence, then the person may be fined not more than \$2,000.00.
 - (4) Residential water customers who exceed their monthly allocation of water will pay the following surcharges:
 - (1) For every 100 gallons used over the monthly water allocation, customers will pay 150% of the average volume charge for 25,001 gallons and up.
 - (5) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.
- (b) Master-metered multifamily residential customers.
- (1) A customer billed from a master-meter that jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) will be allocated 6,000 gallons per month for each dwelling unit. All master-meter customers shall notify the city of the number of dwelling units served from the master meter on a form prescribed by the city manager. The city will use its best efforts to ensure the forms are mailed, otherwise provided, or made available to every customer. If, however, a customer does not receive a form, it will be the customer's responsibility to go to the city utility billing offices to complete and sign the form claiming the number of dwelling units. A dwelling unit may be claimed under this provision, whether occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the city manager. If the number of dwelling units served by a master-meter is reduced, the customer must notify the city in writing within two days. In prescribing the method for claiming more than two dwelling units, the city manager will adopt strategies to ensure the accuracy of the claim.
 - (2) Any person who falsely reports the number of dwelling units served by a master-meter or fails to timely notify the city of a reduction in the number of persons in a household commits a class C misdemeanor offense and may be fined not less than \$500.00. No culpable mental state is required to prove this offense. However, if it is shown on the trial of the offense that the offense was committed intentionally, knowingly, recklessly, or with criminal negligence, then the person may be fined up to \$2,000.00.

- (3) Customers billed from a master-meter under this provision who exceed their monthly allocations must pay the following monthly surcharges:
- (A) For every 100 gallons used over the monthly water allocation, customers will pay 150% of the average volume charge for 25,001 gallons and up for each dwelling unit.
- (4) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.
- (c) Commercial customers.
- (1) The city will establish a monthly water usage allocation for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The nonresidential customer's allocation will be 75% of the customer's usage for the corresponding month's billing period for the immediately preceding 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record will be used for any monthly period for which no history exists. Provided, however, that a customer, 75% of whose monthly usage is less than 6,000 gallons, will be allocated 6,000 gallons. The city will make its best efforts to see that notice of each nonresidential customer's allocation is mailed to each customer. If, however, a customer does not receive the notice, it will be the customer's responsibility to contact the city utility billing offices to determine the allocation. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased if: (a) the designated period does not accurately reflect the customer's average water usage; (b) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer in a binding agreement satisfactory to the city; or (c) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal the request for allocation decision to the city manager.
- (2) Nonresidential commercial customers who exceed monthly allocation must pay the following surcharges:
- (A) Customers whose allocation is 0 gallons through 10,000 gallons per month:
- (i) For every 100 gallons used over the monthly water allocation, customers will pay 150% of the average volume charge for 25,001 gallons and up.
- (B) Customers whose allocation is 10,001 gallons per month or more:
- (i) For every 100 gallons used over the monthly water allocation, customers will pay 200% of the average volume charge for 25,001 gallons and up.
- (3) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.
- (d) Industrial customers.
- (1) The city will establish a monthly water usage allocation for each industrial customer. The industrial customer's allocation will be approximately 90% of the customer's water usage baseline, as defined below. Ninety days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation will be further reduced to 80% of the customer's water usage baseline. The industrial customer's water usage baseline

will be computed on the average water usage for the immediately preceding 12-month period. If the industrial water customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record will be used for any monthly period for which no billing history exists. The city will make its best efforts to see that notice of each industrial customer's allocation is mailed to each customer. If, however, a customer does not receive the notice, it will be the customer's responsibility to contact the city utility billing offices to determine the allocation, and the allocation will be fully effective, notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the city, the allocation may be reduced or increased if:

- (A) the designated period does not accurately reflect the customer's average water usage because the customer had shut down a significant processing unit for repair or overhaul during the period;
- (B) the customer has added or is in the process of adding significant additional processing capacity;
- (C) the customer has shut down or significantly reduced the production of a major processing unit;
- (D) the customer has previously implemented significant permanent water conservation measures such that the ability to reduce usage further is limited;
- (E) the customer agrees to transfer part of its allocation to another industrial customer in a binding document satisfactory to the city; or
- (F) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions.

A customer may appeal an allocation established hereunder to the City Manager.

- (2) Industrial customers who exceed monthly allocation must pay the following surcharges:
 - (A) Customers whose allocation is 0 gallons through 20,000 gallons per month:
 - (i) For every 100 gallons used over the monthly water allocation, customers will pay 200% of the average volume charge for 25,001 gallons and up.
 - (B) Customers whose allocation is 20,001 gallons per month or more:
 - (i) For every 100 gallons used over the monthly water allocation, customers will pay 250% of the average volume charge for 25,001 gallons and up.
- (3) Surcharges shall be cumulative, added to the monthly utility bill, and subject to late payment penalties, including suspension of services.

Sec. 13.08.019 Offense.

- (a) A person commits an offense if the person:
 - (1) directs, performs, authorizes, requests, allows, assists, facilitates, or permits an act prohibited by this article;
 - (2) fails to perform an act required by this article; or
 - (3) uses water in a manner contrary to any provision of this article.

- (b) Each day or part of the day during which the violation is committed or continued is a separate offense.
- (c) An offense under this article is punishable by a fine not exceeding \$2,000.00.

Sec. 13.08.020 Enforcement.

- (a) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used, or permitted the use of water obtained from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttable presumption that the person or customer committed the violation.
- (b) Each act of city water use in violation of this article shall constitute and be punishable as a separate offense. Each day that any violation continues shall include and be punishable as a separate offense. Unless another penalty is expressly provided by this code or by state law, the penalty for breach of any provision of this article shall be as follows:
 - (1) For subsection 13.08.017(a) Conservation Stage violations, the City of Manor's Water Utility may issue a fine of up to \$500.00.
 - (2) For violations of subsection 13.08.017(b) Stage 1 Restrictions violations, the City of Manor's Water Utility may issue a fine of \$500.00 to \$1000.00.
 - (3) For subsection 13.08.017(c) Stage 2 Restrictions violations, the City of Manor's Water Utility may issue a fine of \$1000.00 to \$1500.00.
 - (4) For violations of subsection 13.08.017(d) Stage 3 Restrictions, the City of Manor's Water Utility may issue a fine of \$1500.00 to \$2000.00.
- (c) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.
- (d) If a violation which constitutes a waste of water is identified and the waste of water is not and will not become a hazard to public safety, a city worker shall leave a notice of the violation at the customer's residence and attempt to contact the customer by phone, email, or at their residence. If the waste of water continues for more than 24 hours after the waste of water violation notice has been delivered, a city worker may enter the customer's property to turn off the customer's water. A notice that the water has been turned off shall be left at the customer's residence.
- (e) If a violation that constitutes a waste of water is identified, a city worker shall attempt to contact the customers by phone, email, or at their residence. If the waste of water is or soon will be a hazard to public safety, a city worker may enter the customer's property to turn off the customer's water. A notice that the water has been turned off shall be left at the customer's residence.
- (f) Under this article, proof of a culpable mental state is not required for a conviction of an offense.

Sec. 13.08.021 Variances.

- (a) A review board consisting of the city staff members appointed by the city manager will be established on May 1 of each year. The review board will review hardship and special cases that

cannot strictly comply with this article to determine whether the cases warrant a variance, permit, or compliance agreement (collectively, “variance”).

- (b) All applications for a variance must be submitted to the review board on an “application for variance/permit/compliance agreement” form and must include a non-refundable fee of \$200.00 and the following:
- (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of this plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of this plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this article;
 - (5) Description of the relief requested;
 - (6) Period for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date; and
 - (8) Other pertinent information.
- (c) The review board will decide no later than the 5th working day after receipt of a properly completed “application for variance/permit/compliance agreement” form, and the non-refundable administrative fee of \$200.00 is received by the review board.
- (d) Until the review board has acted on an application, the applicant must comply with all provisions of this article. The review board may not approve a variance if the terms and conditions do not meet or exceed the purpose and intent of this article.
- (e) A variance may be granted only for reasons of economic hardship or health conditions substantiated by a licensed physician. In this section, “economic hardship” means an imminent threat to a person’s or entity’s primary source of income. If the review board determines there is an economic hardship, it may authorize the implementation of alternative water use restrictions that further the purposes of this plan. Alternative water use restrictions must be set forth on the face of the variance, and the customer must keep a copy of the variance in a location that is accessible by and visible to the public. Inconvenience or the potential for damage to landscaping does not constitute an economic hardship under this section. **NO VARIANCES MAY BE GRANTED WHILE THE CITY IS IN STAGE 2 OF THIS PLAN OR HIGHER.**
- (f) The review board may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this plan if it determines that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if either of the following conditions are met:
- (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which this plan is in effect; or
 - (2) Alternative methods that will achieve the same level of reduction in water use can be implemented.

- (g) Variances are subject to the following conditions unless waived or modified by the review board.
 - (1) Variances must include a timetable for compliance; and
 - (2) Variances expire when this plan is no longer in effect unless the petitioner has failed to meet specified requirements.
- (h) A variance may not be retroactive or otherwise justify any violation of this plan occurring before the variance is issued.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Jones, Economic Development Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Service Agreement with Hunden Partners to provide a feasibility study and services described in the proposal submitted in response to the City’s RFP for a Mixed-Use Sports/Entertainment Development Feasibility Study for the 236-acre East Manor Development No. 1 property.

BACKGROUND/SUMMARY:

The City, through the Economic Development Department sought proposals for a qualified firm to provide a Feasibility Study to determine the most advantageous mix of economic development and public uses for the 236-acre East Manor Development No. 1 property. Nine proposals for the Feasibility Study were received. On April 17, 2024, the City Council authorized the City Manager to select and award the Mixed-Use Sports/Entertainment Development Feasibility Study services for the 236-acre East Manor Development No. 1 property to a consultant from the list of responding firms based on his and the selection committee’s input and scoring of the proposals in an amount not to exceed \$546,000. The City Manager selected Hunden Partners. The proposal from Hunden Partners and Service Agreement is attached for City Council’s consideration.

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

- Service Agreement
- Exhibit A - Hunden Partners proposal
- Exhibit B - Hunden Revised Scope
- Exhibit C - RFP

STAFF RECOMMENDATION:

Staff recommends authorizing the City Manager to negotiate and execute a Service Agreement with Hunden Partners to provide a feasibility study and services described in the proposal submitted in response to the City’s RFP for a Mixed-Use Sports/Entertainment Development Feasibility Study for the 236-acre East Manor Development No. 1 property in an amount not to exceed \$298,800.

CITY COUNCIL: **Recommend Approval** **Disapproval** **None**

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into the date of the last signature herein (the, "Effective Date"), by and between the City of Manor Texas, a home-rule Texas Municipal Corporation (the "City") and Hunden Partners (the "Contractor," and the City and the Contractor may be at times referred to as the "Parties").

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor shall undertake a Mixed Use Sports/Entertainment Development Feasibility Study for the 236 acre East Manor Development No. 1 property, to be completed as more specifically described in the Proposal and Scope of Work provided by Contractor which are attached hereto and incorporated herein by reference as **Exhibit A** (collectively, "Proposal") and **Exhibit B** ("Revised Scope of Work").
2. Should any term or condition that appear in the Proposal and Revised Scope of Work contradict or are not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over any terms or conditions in the Proposal or Revised Scope of Work. As a condition of this Agreement, Contractor understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City. Applicable statutory requirements may supersede or expand the terms of this agreement.
3. **Term and Termination.** This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date and ending as indicated on the Revised Scope of Work. This Agreement may be terminated by the City upon thirty (30) days written notice and opportunity to cure in the event that the project is abandoned or indefinitely postponed or breach by either party. In the event of termination, Consultant shall be compensated for all milestones completed prior to the termination date. Copies of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to City as a pre-condition to final payment.
4. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated within **Exhibits A & B**, provided that the total amount for services under this Agreement shall not exceed two hundred and ninety-eight thousand eight hundred dollars (\$298,800). Any increases in Compensation for subsequent terms from the Initial Term must be detailed in an amendment to this Agreement, signed by both parties, and subject to the City's budget reconciliation process. The City shall pay properly invoiced amounts for services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Invoices paid past the (30) day deadline will not accrue interest.
5. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES

CONTEMPLATED HEREUNDER. All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Proposal and Revised Scope of Work, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor upon request by the City.
7. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
8. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS, EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH, OR DAMAGE TO ANY PERSON OR PROPERTY WHICH ARISES IN THE PERFORMANCE OF THIS AGREEMENT. This indemnification provision, however, shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."
9. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.
10. Insurance. Contractor shall carry, and shall require any of its subcontractors to carry Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas.
11. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.
12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
13. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof

and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

- 14. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

Notices to the City of Manor:
 City of Manor
 Attn: City Manager
 105 E. Eggleston St.
 Manor, TX 78653

Notices to Contractor:
 Hunden Partners
 213 W Institute Pl. STE 707
 Chicago, IL 60610

With a copy to:
 The Knight Law Firm, LLP
 Attn: Paige Saenz
 223 West Anderson Lane, Suite A-105
 Austin, TX 78752

- 15. Entire Agreement. This Agreement and the following listed exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. **Exhibit B** supersedes any conflicting scope of work within **Exhibit A**. **Exhibit C** contains the mandatory and additional terms found in the request for proposal. Signing herein constitutes acceptance of the terms of **Exhibit C**.

- Exhibit A:** Contractor Proposal
- Exhibit B:** Contractor Revised Scope of Work
- Exhibit C:** Request for Proposal

- 16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.
- 17. Late Delivery or Performance. If Contractor fails to deliver acceptable goods or services within the timeframes established in the project schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Contractor, who agrees to pay such costs within ten (10) days of invoice.
- 18. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.
- 19. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.
- 20. To the extent this Contract 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, Contractor represents that neither Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. 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.

21. To the extent this Contract 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, Contractor represents that Contractor 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.
22. Contractor 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 Contract. 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).
23. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to comply with Section 2276.002, 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.
24. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form

- 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
25. Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the Effective Date as defined above.

THE CITY OF MANOR, TEXAS

Scott Moore, City Manager

DATE: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

HUNDEN PARTNERS

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT A
Contractor Proposal

EXHIBIT B
Contractor Revised Scope of Work

EXHIBIT C
Request for Proposal



Item 12.

MIXED-USE DISTRICT HIGHEST & BEST USE

market demand, financial feasibility,
& economic impact study

City of Manor, Texas
Attn: Scott Moore, City Manager



TBG



March 22, 2024

City of Manor
Attn: Scott Moore, City Manager
smoore@manortx.gov

Mr. Moore,

Hunden Partners, along with environmental consulting and engineering firm **WSP**, mixed-use development architect partner **Convergence Design**, urban design and planning experts with **TBG Partners**, and engagement/output enhancement firm **ink factory** (Hunden or Team), is pleased to respond to the City of Manor's (City or Client) request for a market demand, financial feasibility and economic impact study for a mixed-use development (Project) in Manor, Texas. The purpose of the highest and best uses study is to provide the Client with an assessment that results in market-supported recommendations for the appropriate size and program of all recommended uses for the development, followed by financial modeling and economic impact modeling to rationalize and show the return on the investment.

Hunden Partners, led by CEO Rob Hunden, is a premier destination real estate development advisory firm with its primary offices in Chicago. Mr. Hunden has been advising on all manner of complex real estate development studies for nearly 30 years and has focused on transformative, tourism- and destination-driven developments. Since its founding in 2006, Hunden's team has worked on more than 1,000 destination projects or studies, with more than \$20 billion in projects built and successful, or currently underway.

WSP, led by Project Development National Market Leader Dan Baer, is a multidisciplinary strategy, planning, design, delivery and management consultancy that develops creative, comprehensive and sustainable solutions for a future in which society and our planet can thrive. Equipped with an intimate understanding of local intricacies, world-class talent and proactive leadership, we enable long-lasting and impactful solutions to uniquely complex opportunities and problems. As environmental professionals within a multidisciplinary global infrastructure company, WSP understands the connectivity in and among natural and man-made ecosystems and is passionate about delivering Future Ready solutions to our clients.

Convergence Design (CD), led by CEO David Greusel, is a professional design and architectural firm that assists clients with everything from feasibility studies and master plans to renovations, building expansions and entirely new buildings. Since 2004, the practice has served a variety of municipal, private, and institutional clients in the US and Canada. Mr. Greusel has more than 30 years of experience, including design and planning work for mixed-use developments, sports and recreation facilities, convention, conference and event centers, and a large variety of other flexible public-use facilities.

TBG Partners (TBG) is a distinguished design firm with expertise in landscape architecture, urban design and planning – and a passion for creating purposeful and memorable outdoor environments. With approximately 130 dedicated creative professionals in offices across Texas, TBG has unique capabilities made possible by a vast array of design talent, resources and experience. TBG is currently engaged by the City of Manor to conduct a downtown plan.

www.hunden.com

213 W Institute Pl. STE 707 | Chicago, IL 60610

ink factory (Ink) is a visual communication partner that helps bring our stakeholder engagement to life, using easy to understand, engaging visuals developed in real time to literally show the output of our engagement sessions with your community, tourism, development and other stakeholders. Ink brings the results of our in-depth engagement to life!

Why work with the Hunden Team?

- **Mixed-Use, Sports and Entertainment Placemaking Development Experts.** Hunden professionals have studied and planned some of the most transformative mixed-use sports, entertainment and hospitality developments in the country, in all market sizes, from booming smaller markets like Manor to the largest markets like Dallas. Example projects include the Deer District in Milwaukee; destination district in Tempe, Arizona; mixed-use district in Lansing, Michigan; the BluHawk development in Overland Park, Kansas; and the Fort Worth Stockyards.
- **Extensive Mixed-Use Experience in Texas.** Hunden has worked on dozens of studies throughout Texas, most of which share multiple study scope items with the Manor project. Highlights of Hunden's Texas work include feasibility and impact studies for the **Corpus Christi** Convention Center and Mixed-Use District, **Dallas new** Convention Center and Mixed-Use District (current), **Mansfield** Sports-Anchored Mixed-Use District, **Baytown** Mixed-Use District (current), **League City** Mixed-Use District (current), **and projects in Amarillo, Lubbock, Leander, El Paso and many others.** Hunden has deep experience advising on feasibility *and* funding opportunities in Texas.
- **Implementation Expertise and Specialty in Public-Private Partnerships.** Hunden is one of the only firms that can move you from study to execution by developing a way to solve for feasibility gaps and then moving you through the implementation process. Hunden has successfully moved from study to financing options, to developer selection, to built projects across the U.S. Hunden has assembled a team for this study that can carry Manor through the entire process, from market-based recommendations and design to funding and implementation.
- **Boutique Firm Focused on Your Questions.** As a 100% principal-owned firm with 20+ professional staff, Hunden tailors our national experience to your needs.
- **Transparency and Truth Telling.** Hunden manages a transparent study process and communicates the market and financial realities so you can adjust your visions for ultimate success.

You will deal directly with Rob Hunden as the primary contact and signatory of any contracts.

We appreciate the opportunity to work with you.

Sincerely,



Robin Scott Hunden, CEO
(O) 312-643-2500 (M) 312-933-3637 rob@hunden.com

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methodology

Project Understanding

The Hunden Partners Team, composed of environmental consulting and engineering firm WSP, architects with Convergence Design, urban design and planning experts with TBG Partners, and visual stakeholder engagement experts with Ink Factory (Hunden or Team), is pleased to respond to the City of Manor's (City or Client) request for proposals for a market demand, financial feasibility, and economic impact study of a mixed-use development (Project) in Manor, Texas. The Project is imagined to be an entertainment and lifestyle district potentially anchored by uses including youth sports, an arena, concert and/or entertainment venues, destination retail and eater-tainment mixed-use assets, performing arts center, hotel/hospitality, and others.

The City recently purchased the 236-acre parcel (Site) located on US290 at the epicenter of the eastern growth corridor of Manor's expansion, and is eager to understand the highest and best use of the site that will present the greatest return on investment, taking into consideration the regional context in which Manor finds itself. The City's proximity to Austin is a significant asset, yet the community experiences difficulty in attracting and maintaining residents due to a lack of amenities and resources typically found in major metro suburbs. Nearby manufacturing plants for Tesla and Samsung, along with a Whole Foods distribution center, have positioned Manor with opportunities to invest in quality-of-life enhancements that will help retain the large population of workers who travel to and through Manor on a daily basis.

Hunden's study will begin with a high-level market overview of the highest and best use of the Site, including consideration for all potential uses outlined by the Client in the RFP. As part of the economic and demographic analysis, Hunden will consider the previous existence of Manor Downs and Manor's position as an entertainment/concert destination, along with the possibility of recreating/reimagining Manor Downs on the Site.

Hunden will then complete preliminary analyses of the top 8 - 10 uses to narrow in on those that present the greatest opportunity in Manor. Primary market opportunity analyses will then be completed for the top 3 - 4 uses. These will make up the key facilities/venues in Hunden's mixed-use recommendations. WSP, Convergence Design, and TBG Partners will collaborate to determine site considerations, optimal layout and high-level designs, and cost estimates of the Site and mixed-use elements. Once we have confirmed the supportable mix of uses, Hunden will create demand and financial models to show projected performance for each use. The study will conclude with an economic, fiscal and employment impact analysis to show the projected return on investment to the community in terms of jobs, new spending and tax revenues generated by the Project.

Hunden has assembled a robust team capable of assessing all aspects and phases of the Project, including land use considerations, infrastructure, site issues related to size/access/parking, concept layouts, and landscape architecture, among others. As a team, we understand the most efficient layout and development cost elements of successful mixed-use districts. Without these details, it is difficult to understand the cost side of the feasibility equation, as well as the layouts/concept designs and other elements critical to understanding "what you get" for the investment. *Unlike a team composed of developers and related development team members with the goal of developing this parcel, the Hunden Team is able to conduct an unbiased analysis of the Project's potential and recommend the ideal mix of uses for the City, rather than for the developer. We are also able to guide the City through each phase*

of the development process, from the study, design process and planning to developer solicitation and shovel-in-the-ground.

Current Team Experience in Manor. Hunden Team member TBG is currently engaged with the City of Manor on a downtown planning process. The City of Manor is at a crossroads, and TBG Partners is helping ensure that the City's downtown area charts a path forward, realizing its potential within the fast-growing Central Texas region. In the initial discovery process of TBG's downtown plan efforts, it became evident that Manor lacks any signs of a growing downtown hub. This absence of vibrancy presents a significant opportunity to capitalize on its blank canvas, opening doors to development opportunities that would otherwise be unattainable.

To understand Manor's vision and goals for the downtown area, TBG conducted a visioning workshop with the Mayor and City Council. The workshop helped set a foundation for what the most urgent needs are, established our understanding of the community's vision, and formulated an economic development strategy that will help Manor ride the wave of growth in their quadrant of the region.

Hunden will collaborate with TBG to understand how the downtown plan is evolving in alignment with the plan for the Site. In order to make sure efforts are not unnecessarily duplicated during both of these processes, Hunden and TBG will track various stakeholder engagement efforts and industry-relevant interviews and research for the Site's use. It is our Team's goal that the downtown plan and the Project site are developed with congruency at their core, so that Manor does not become a disjointed destination, but a hub of synergistic assets and authentic spaces.

Scope of Work

Hunden has organized our scope of work into ten primary tasks. We have divided our scope into sections and noted the corresponding RFP “Part” outlined by the Client in the Scope of Services.

Parts 1 – 2: Kickoff and Existing Conditions

- Task 1 – Project Kickoff and Orientation
- Task 2 – Site Overview: Opportunities and Constraints
- Task 3 – Economic, Demographic and Tourism Analysis

Part 3: Market Opportunities Analysis and Recommendations

- Task 4 – High-Level Market Opportunities Analysis
- Task 5 – Preliminary Mixed-Use Market Analysis: 8-10 Concepts
- Task 6 – Primary Mixed-Use Market Analysis: 3-4 Concepts
- Task 7 – Recommendations

Parts 4 – 7: Layouts, Financial Feasibility and Impact

- Task 8 – Preliminary Designs, Layouts and Cost Estimates for Three Scenarios
- Task 9 – Demand and Financial Projections
- Task 10 – Economic, Fiscal and Employment Impact Analysis

Task 1: Project Kickoff and Orientation

During the project kickoff, members of the Hunden Team will meet with City leadership to confirm the goals of the study and other contextual issues related to the Project. We will perform the following orientation and due diligence-oriented tasks:

- Meet with and obtain information/data from representatives of the Manor Economic Development Council, City of Manor, economic development officials, and other key stakeholders as appropriate.
- Tour the 236-acre Project site and surrounding areas, as well as projects and planning efforts currently underway in the area to better understand the surrounding land uses as they relate to potential uses of the site.
- Review previous plans and documents related to the Project and all other support materials, as available.
- Gather and review relevant economic, demographic, tourism and other data.

Comprehensive Engagement Approach. To ensure the effective engagement of key stakeholders and potential developers throughout the study, we will conduct multiple in-person and virtual meetings, one to two (1-2) of which will include live visual notes specialist Ink Factor. This approach provides a forum for engaging key stakeholders whose input can influence the positive direction of the study, along with promoting efforts to advance the City of Manor's interests and to build consensus for a study with early realistic goals and directions.

Task 2: Site Overview – Opportunities and Constraints

Before beginning market research, the Hunden Team will conduct a thorough analysis of the Site. The City has already prepared a Phase I Environmental Site Assessment, flown topography and had a metes and bounds survey prepared. An assessment of the Site that is at the right level for conceptual planning provides a catalyst for our team to explore alternatives for creating value consistent with Manor's values. Our approach to cataloging, identifying and mapping allows for different questions to be asked and scenarios to be considered with a modern GIS platform, layers and data attributes—an innovative approach that achieves more than a base map alone. A GIS inventory of Site features and challenges efficiently and expeditiously supports identification of what could preclude certain development activities. This information will help guide the development of plan options. During Task 2, the following will occur.

Hunden will profile the following elements related to Project and site history:

- Profile the existing developments on or near the site and their performance to-date (as available); document current site conditions of the identified plot; review the location, development plan, development program by use, proposed financing and budgets (sources and uses), public investment (if any), and any estimated infrastructure costs, drawings and plans.
- During the kick-off, the Hunden Team will review all of the proposed Project site details and materials completed to-date with the Client.

WSP's site assessment may include:

- Incorporate boundary survey
- Assess and map Site hydrology
- Document encumbrances, covenants or restrictions
- Determine availability and capacity of utilities
 - Wet utilities: sewer, water, recycled water, storm drain, fuel oil lines
 - Dry utilities: electrical, natural gas, communications/fiber optic, cable TV
- Characterize topography, soils and geotechnical conditions
- Identify biological, agricultural, mineral and cultural resources
- Document any known hazards and hazardous materials
- Map and document transportation facilities and access
- Incorporate policy and regulatory directives
- Document regional context
- Prepare comprehensive base map

Further detail on each of the above tasks by WSP can be provided upon request. All of the above tasks may not be necessary to the analysis at this time. The exact scope for the site assessment will be determined in negotiations with the Client prior to contract authorization and in-person site visit.

Tasks 3: Economic, Demographic and Tourism Analysis

Hunden will evaluate the Project site area and Manor's position as a center of economic activity, related to resident population and growth, business location and growth, accessibility, and as a destination for visitors. This analysis will provide a realistic SWOT assessment for the local and regional area. Among the data gathered and analyzed will be:

- Geographic attributes, accessibility, and transportation links,
- Trends in population growth and income, and other demographic information,
- Corporate presence, major employers and any significant recent or likely future changes,
- Nodes of restaurant, retail, and commercial development growth, and
- Tourism drivers and assets relevant to the community and potential development of the site.

Hunden utilizes the latest market data, visitor origin data, demographic data, psychographic data, and other resources to determine a comprehensive view of your marketplace.

While we do not want to give any concrete recommendations prior to completing the analysis, the Hunden Team has put thought to, and preliminarily identified, the following opportunities and challenges for the Site:

Opportunities:

- Adjacent to US 290 and close to SH 130 toll road
- Destination entertainment, recreation and water uses
- Extraordinary primary employment growth
- City with a clear vision and knowledgeable team
- Affordable and attainable housing

Challenges:

- Flood zone
- Infrastructure needs, costs and risk allocation
- Funding and financing tools
- Regional market competition
- Retail leakage

The above, among many other potential opportunities and challenges, will be examined in greater detail throughout the study process.

Task 4: High-Level Market Opportunities Analysis

Hunden will conduct a high-level market asset opportunity analysis for each of the destination and mixed-use district market segments identified in the RFP. This preliminary analysis will inform which project types should be studied in-depth in future tasks. Some uses may be ruled out without significant market analysis based on Hunden's historical knowledge of the segment's strengths and weaknesses, suburban destination keys to growth and retention, and other factors. The following segments will be considered at a high level:

- Performing arts center/theater
- Convention/conference/event center
- Hotel(s)/hospitality
- Concert venue/amphitheater
- Office/shared workspace
- Mixed-use residential condo or leasehold
- Affordable housing
- Youth and/or adult amateur and/or professional sports arena/complex
- Indoor/outdoor sports and entertainment venues including ball sports, bowling, movie theater, arcade, amusement or family fun center, games, sating, battling, gymnasium, sip line, climbing or other athletics facility
- Water sports or snow sports offerings

- Theme park, waterpark, lagoon or related attraction
- Golf course/lodge, driving range, golf entertainment complex
- Destination retail, eater-tainment, and unique adult beverage offerings including winery, brewery, or distillery
- Non-branded authentic entertainment and/or attraction offerings
- Branded entertainment/eater-tainment offerings
- Outdoor activated space and water/natural/eco-friendly/sustainable features
- Private educational facility
- Major healthcare facility/business campus/corporate headquarters
- Structured parking

Market Supply. After a preliminary consideration of all of the above market uses, Hunden will provide an overview of the current supply of product and offerings for approximately 12-15 of the above market segments identified by the Client, address the character of supply, and gather performance and visitation data as appropriate and necessary to inform the analysis. Each assessment may identify product gaps in Manor and point towards the strengths, weaknesses, and opportunities for Manor to expand its development offerings. Based on findings from this research, Hunden will identify the top eight to ten concepts for further study in Task 5.

Task 5: Preliminary Mixed-Use Market Analyses – 6-8 Concepts

This analysis will build upon findings in Task 4, with further analysis of each of the potentially viable commercial market uses identified in the initial high-level study, up to eight.

Hunden will complete a separate market analysis for each of the eight to ten identified uses. Each of the analyses will include the following research efforts and conclusions, as relevant and necessary.

Industry Trends. Hunden will cover the trends that influence how and where people want to live, stay, work, shop, eat/drink, and be entertained as part of those experiences, and how recent macro events have shifted these trends. In addition, Hunden will cover key drivers of demand, financial realities, including typical metrics and cap rates, and others, as relevant.

Market Performance. Supply, Demand, Rates, Absorption, and other key metrics of the Manor market, in time-series charts and data tables, using CoStar and other analytical tools. Hunden will include a map of area submarkets and key nodes of asset clusters.

Submarket Performance. Supply, Demand, Rates, Absorption, and other key metrics of the Project site submarket, in time-series charts and data tables, using CoStar and other analytical tools.

Competitive Set Identification & Performance. Profiles of leasable spaces or developments (location, size, quality, age rates, vacancy), absorption and time-series of performance. A competitive set supply map will profile location and consider nearby supportive uses, such as residential, hotels, event facilities, office clusters, attractions, and other support/demand generators.



Proposed and Under Construction Projects. Hunden will profile the relevant projects underway or imminent in the greater-Austin area and consider those as part of the future competitive set absorption dynamic.

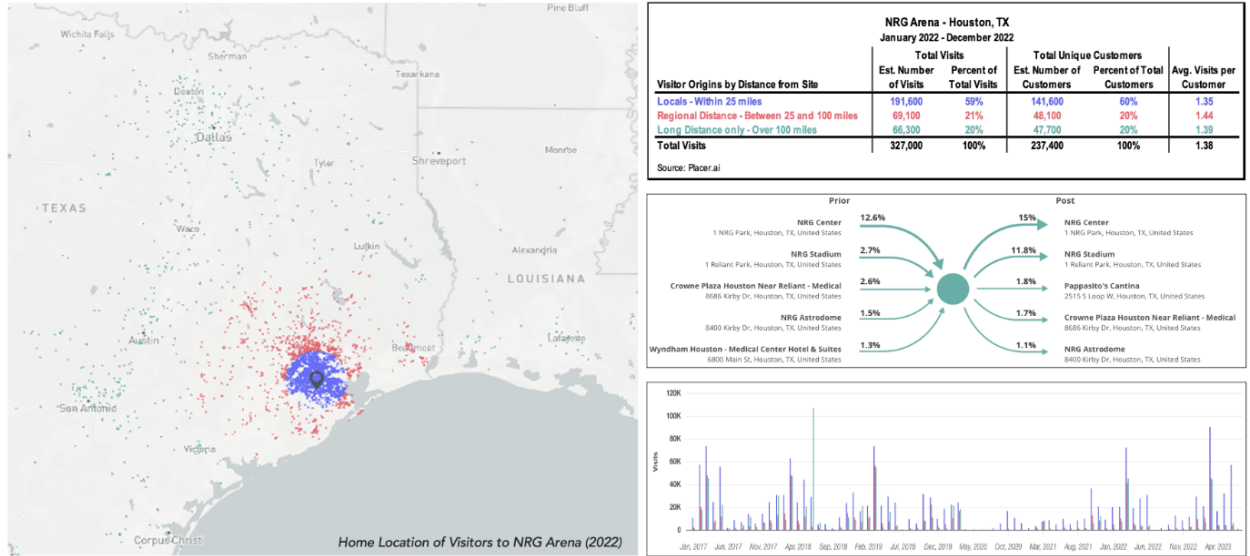
Based on the findings at the conclusion of this task, Hunden will determine the top three or four anchor concepts that will be analyzed further in Task 6.

Task 6: Full Mixed-Use Market Analyses – 4-6 Concepts

This analysis will build upon findings in Task 5, with in-depth analyses of each of the viable commercial market uses identified in the preliminary analysis, up to six. These are the uses that will anchor the development and make up the core features of Hunden’s recommended scenarios.

Hunden will complete a separate market analysis for each of the three to four uses identified at the end of Task 5 (e.g. performing arts center, boutique hotel, arena, etc.). Hunden will collaborate with WSP, Convergence Design, and TBG Partners throughout this task in order to assure synergy between key facilities/venues and the supporting mixed-use environment as a whole. Each of the analyses will include the following research efforts and conclusions, as relevant and necessary.

Geofencing research technology. Hunden will study customer origin and traffic analytics for retailers, restaurants, hotels, and other relevant businesses. This information will be used to understand the possible impacts of new restaurant, retail, office, hospitality, and sports and entertainment space, among others, in Manor and project how the development will perform. The following visuals illustrate our capabilities.



Interviews. Hunden will interview local brokers, hoteliers, facility management, event and entertainment promoters, league operators, tournament facilitators, and others in the marketplace as appropriate to understand the nuances moving the market. Hunden will work to determine what product(s) could thread the needle to improve the market’s offerings and achieve rates that will support development costs. Often, new, unique product can significantly outperform existing stock if there is a gap in quality, age, location, etc. that could induce new demand and higher rates to the submarket.

Case Studies. Hunden constantly seeks to learn from best practices and the evolution of successful (and non-successful) sports/entertainment anchored-mixed-use and district developments around the U.S. to understand what to include, what to avoid and ‘how’ to design and program a successful mixed-use district.

Hunden will review relevant similar mixed-use projects developed for similar-sized areas and markets to understand what has worked in other places. Hunden will focus on those in markets with comparable characteristics to those of the Project site and Manor. These case studies will focus on developments that contributed to defining the respective city/county/location’s sense of place.

Hunden will consider the following data points as available:

- Location,
- Size,
- Anchor venues and district components,
- Performance (as available),
- Events and programming,
- Critical factors to success or failure, and
- Others, as appropriate.

These will be profiled, and implications discussed. The results will provide the Client with lessons learned and best practices which address the critical elements of success or failure for place-shaping developments.

Task 7: Recommendations

Considering the analysis, the Hunden Team will make recommendations for the optimal mix of use types, including quality, sizing and other key factors, for the Project. This will not only be based on the existing market, but also on the market that the Client is looking to attract with the development of the Site. This may include all or some of the three to four major anchor facilities/venues analyzed in Task 6. Hunden will provide development scenarios by type of anchor use, followed by the surrounding mix of supporting uses such as retail, restaurant, walkable environment, outdoor activation, and others.

There will be a total of three (3) optimal scenarios that will proceed to the layouts, projections, and modeling stage.

Task 8: Concept Designs, Layouts and Cost Estimates for Three Scenarios

Once physical program recommendations for the Project elements are determined, design professionals with Convergence Design will estimate high-level construction costs for the recommended scenarios and create layouts for the overall site plans for the top three (3) development scenarios, including a **primary scenario** and **two alternate scenarios**. Convergence Design will develop recommendations for the key facilities/venues within the district (e.g. sports complex, hotel, residential, entertainment venues, etc.) and

incorporate the venues into an overall layout for the district. TBG will support considerations for walkability, landscape, and other synergistic factors critical to district success.

Task 9: Demand and Financial Projections

Hunden takes an internal iterative approach to refine recommendations, scenarios, and financial modeling. At the conclusion of the in-depth market research and analysis and after internal iterations of scenarios, Hunden will provide the Client with recommended scenarios with various levels of public and private investment. This keeps the Client engaged throughout the study process, allowing the demand and financial projections and impact projections to be informed by market realities.

Hunden will comprehensively research and explain the market area's demand for the top one to two (1-2) recommended development scenarios over the next ten years using the best available data and employing appropriate research from the prior tasks to provide a robust understanding of the demand for each use. Our approach and data presentation will align with industry-standard reporting for private sector real estate (hotel, commercial, residential) demand modeling.

Hunden will conduct a demand model, including a penetration analysis. This will then lead to assumptions that will be used to determine the detailed financial projections for each use. These will include major line-item detail of revenue and expense for each component, which will then result in net operating income (NOI) that will support debt service. Hunden will present projections from each component and then combine these results into a mixed-use financial projection.

In order to determine financial feasibility, the net operating income must be shown against a development cost. Hunden will show the supportable equity and debt that the net cash flows support. We will also run a discounted cash flow analysis to show the perspective an appraiser for a bank would utilize to determine DCF valuation. From these financial analytics, the feasibility will be determined. If there is a feasibility gap, the modeling from Hunden will determine the amount and what key items led to the gap (costs, absorption, rents, etc.).

Task 10: Economic, Fiscal and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the top one to two (1-2) recommended development scenarios.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is spending that is new to the community due to new residents, visitors to retail/restaurant, new employees in offices and other spending impacts associated with the development. The model will consider net new recaptured and induced spending only (versus gross spending) to ensure that substitution spending is netted out of the impacts. Spending categories primarily include food/beverage, retail, transportation, lodging and entertainment/other. The net new and recaptured spending is considered to be the **Direct Impact**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the City due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Milestones and Touchpoints

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery** – Members of the Hunden key personnel team will travel to Manor to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, a site tour, and tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a ‘circle-back call’ with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market Findings Presentation** – At the completion of Task 7, Hunden will present a PowerPoint-style deliverable of market findings electronically to the Client. This will include our recommendations and scenarios as appropriate.
- **Draft Analysis Deliverable** – Hunden will complete all financial and impact modeling elements of the scope of work and compile the results into a PowerPoint-style draft analysis of its financial outputs, which will be presented to the Client electronically for review and comment. Included in the Draft Analysis will be preliminary site layouts, and cost estimates for the top two scenarios (primary and alternate).
- **Final Analysis Deliverable** – After receiving comments from the Client on the draft analysis, Hunden will issue its final PowerPoint-style analysis, including revised projections as necessary and revised site layouts and designs for the primary and alternate scenarios.



Item 12.

team organization and key personnel

organization chart

hunden partners		
President/CEO & Executive Project Director	Lead Project Manager	Support Project Manager
ROB HUNDEN	MATTHEW AVILA	RYAN SHERIDAN
Hunden Support Staff	WSP	Convergence Design
Research Director	Planning Principal	Founding Principal
ERIC HUNDEN	MANJEET RANU	DAVID GREUSEL
Analytics Manager	Planning Lead	TBG Partners
LUCAS NEUTEUFEL	CALLIE NEW	SAMANTHA WHITNEY Principal, Co-Dir. Urban Design & Planning
CHARLIE BROWN Analyst	Civil Engineering Lead	TBG Partners
DARIO CIACIURA Analyst	APRIL CAREY PE, CFM, PMP	ROBERT PARSONS, JR. Senior Associate
CASSIDY SUTTON Analyst	Public Involvement Lead	Ink Factory
EMILY CONNOR Analyst	RUBEN LANDA	LINDSAY WILSON Co-Founder + COO

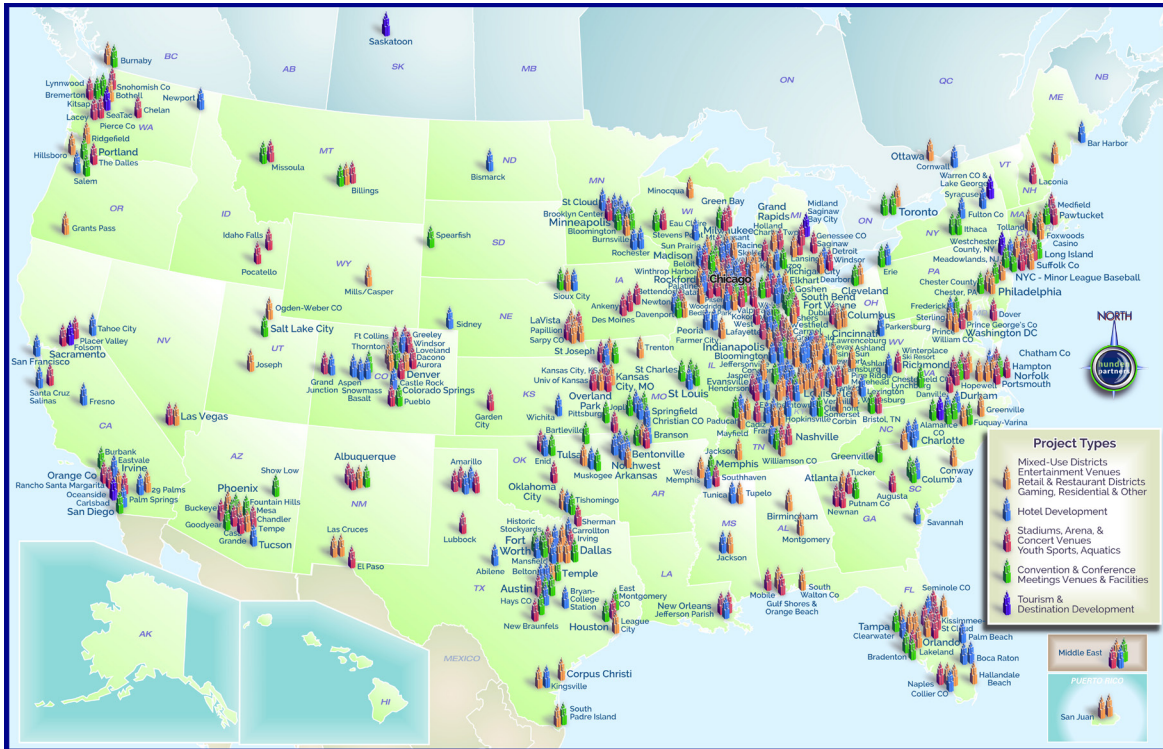
CEO, **Rob Hunden** is involved with client and project management, report organization, financial modeling, and quality assurance for all Hunden studies. Mr. Hunden will act as the Project Director for the study.

Matthew Avila, our Lead Project Manager, will be instrumental throughout the process by managing and responding to the Client and stakeholder communication and meetings, assessing output from the Team, and act as the client liaison and internal point of contact day-to-day. Matt will have direct and continued responsibility for the services provided to the Client and will lead the Hunden team of analysts through the daily analysis, interviews, research, and report production process.

Ryan Sheridan, the Support Project Manager, will hold similar responsibilities as Mr. Avila, including managing the responsibilities of the support staff, analyzing key data points, and interviewing key stakeholders.

WSP, Convergence Design, TBG Partners and Ink Factory will help evaluate the proposed site, make size and layout recommendations for the developments, and provide budget level construction cost estimates, among other contributions including synergistic design considerations, utility considerations and stakeholder engagement.

hunden partners



Hunden Partners is a full-service real estate development advisory practice that provides public and private sector clients with confidence and results so they can move their project from concept through execution. Hunden specializes in the intersection of tourism development, economic development, and destination real estate development. Hunden has a passion for data-driven analytics and recommendations that lead to sound and actionable strategies for development success. We do not take a cookie-cutter approach.

Areas of Expertise:

- Arenas, Stadiums & Sports Complexes
- Entertainment & Mixed-Use Districts
- Amphitheaters & Performance Venues
- Arts, Cultural Facilities & Attractions
- Hotel, Residential, Retail, Restaurant, Office
- Convention, Conference & Expo Centers
- Higher Education Amenities and Assets

Services:

- Market Demand & Financial Feasibility Analysis
- Economic, Fiscal & Employment Impact Analysis
- Placemaking & Destination Analysis
- Public Incentive Analysis
- Policy/Legislation Consulting
- Solicitation & Selection Services
- Project Implementation Services

The Hunden Partners Mission

Our Team and Strategic Partners. We are committed to building an expert team with a variety of backgrounds, skills, and views. As an LGBTQ+-owned firm with staff representing all manner of diverse realities, seen and unseen, we seek a variety of perspectives in our team. We strive to continually expand with even more diverse humans. We actively seek to engage expert partners who appreciate and actualize diversity, equity, and inclusion in our daily work on behalf of clients.

Our Work. Since our incorporation in 2006, Hunden Partners has provided services for hundreds of client projects worldwide for public, non-profit and private sectors. We focus on transformative projects that synergize with their surrounding neighborhoods and assets. We engage the public and stakeholders on behalf of our clients in the most diverse communities in the U.S., making sure that the outreach is inclusive of all communities and stakeholders. Hunden is committed to telling the truth so that communities invest in projects that generate an improved quality of life for all residents.

hunden team



Robin Hunden
President and CEO



Steven Haemmerle
EVP, Advisory Services



Laura Sportiello
VP, Business Dev.



Eric Hunden
Research Director



Cory Hawkins
Client Service Manager



Matthew Avila
Project Manager



Shawn Gustafson
Project Manager



Ryan Sheridan
Project Manager



Lexi Cuff
Project Manager



Derek Bratrud
Project Manager



Lucas Neuteufel
Analytics Manager



Alexandra Chopson
Business Development Specialist



Sarah Jenkins
Business Development Coordinator



Katelyn Cuff
Business Development Coordinator



David Guiden
Business Development Coordinator



Charlie Brown
Analyst



Emily Connor
Analyst



Cassidy Sutton
Analyst



Dario Ciaciura
Analyst



Morgan Wortham
Contracted Economic Development Specialist



Rob Hunden

CEO / President
Project Director

Career Background

- Hunden Partners
- Johnson Consulting
- Grubb & Ellis
- Landauer
- Indianapolis Bond Bank
- Huckaby & Associates, Washington, D.C.

Quick Facts

- 28 Years Industry Experience
- Incorporated Hunden Partners in 2006
- Indiana University Kelley School of Business, BS Finance '94

Over the past 28 years, Mr. Hunden has provided economic development, finance and planning expertise and conducted roughly 1,000 feasibility and economic impact studies, including for some of the most notable projects in the U.S. He has had a hand in the development of more than \$20 billion in completed/underway, transformative projects, including mixed-use spaces for residential, retail, dining, grocery, entertainment, leisure, and other markets.

Recognized Industry Leader. Mr. Hunden has helped communities throughout the United States and North America analyze the strength of their destination through tourism and development master planning efforts. Hunden has studied some of the most successful and compelling tourism destinations in the country, such as Chicago, Indianapolis, Phoenix, Puerto Rico, Richmond, Dallas, and Durham, among others.

Economic Impact Expertise. Due to Mr. Hunden’s strong background and experience in economic development and finance, he has become an industry leader in determining the impact of proposed and developed projects.

Developer Solicitation Services. Mr. Hunden and his firm lead the industry in the number of project management, deal negotiations, and developer solicitation and selection processes. He understands the necessary RFQ/P elements to attract the highest-quality bidders and proposals.

Unique Tourism Placemaking Studies. Hunden has worked on place-shaping projects for the Commonwealth of Kentucky since 2000. For over 10 years, Hunden has been the sole provider of all financial feasibility and economic impact studies for applicants seeking tax benefits through the Kentucky Tourism Development Act. Past projects include dozens of distilleries, boutique and historic hotels, wildlife and theme park experiences, sports and entertainment venues, and others.

Teaching Experience and Organizations. Rob has written articles on downtown developments and taught college-level Destination Development Courses. For nearly 20 years Rob has conducted panel discussions and taught professional development courses for IEDC. He is a sought-after speaker nationally and internationally for topics ranging from placemaking, economic and tourism development, and mixed-use districts.

Career Highlights:

- Dallas, TX - New Convention Center and Mixed-Use District
- Chicago, IL - Navy Pier Expansion and Sable Hotel, Riverwalk Expansion, others
- Hamilton County, IN - BEST Tourism Destination Development Plan
- Indianapolis, IN - Headquarter Hotel, CityWay, IndyEleven, others
- Fort Worth, TX - Historic Stockyards, Hotel Drover, others
- Kansas City, MO - KC Power & Light District
- Irvine, CA - Great Park Sports Complex
- San Juan, PR - Distrito T-Mobile Nightlife and Entertainment District



Steven Haemmerle

Vice President of Development Services

Chicago, Illinois

Quick Facts

- 30+ Years of Industry Experience
- MBA from the University of Chicago Booth School of Business
- Bachelor of Architecture from University of Notre Dame
- 2011-2019 Executive Vice President of Navy Pier, Inc.

Steven Haemmerle is a senior real estate professional with over 30 public, private, and not-for-profit real estate experience, including strategic planning, the development of high-profile mixed-use projects, large-scale project management, architecture, and real estate operations. Steve has a unique understanding of real estate strategy, is skilled at organizing and completing complex projects, leading experienced teams of professionals, and developing projects in the public, private, and not-for-profit sectors.

Mr. Haemmerle recently joined Hunden Partners, but has had a working history with the firm for over 10 years. He is currently working with Hunden on development and implementation advisory efforts in Corpus Christi, Texas, for a new convention center district and in Lawrence, Kansas, on a new stadium and mixed-use district for the University of Kansas. He is additionally assisting on the creation of the Dallas Convention Center District redevelopment plan and many other projects.

Steve served as Executive Vice President of Navy Pier, Inc. from 2011 to 2019, and was responsible for all real estate development at Navy Pier. During Steve's tenure there, he worked with the Urban Land Institute to gather recommendations for the redevelopment of Navy Pier; helped form the not-for-profit, Navy Pier, Inc.; directed the creation of the Centennial Vision, the framework plan for the redevelopment of Navy Pier; and hosted an international design competition that resulted in the hiring of James Corner Field Operations, who gave shape to Navy Pier's Pierscape.

Much of the transformation of Navy Pier has been completed, including its exterior public spaces and the retail portions of the interior. Steve negotiated agreements with the architects, consultants, and contractors for the project as well as leases with Chicago Children's Museum and Chicago Shakespeare Theater that allowed them both to expand their presence at the Pier. Steve sourced and negotiated a complex air-rights lease with a private entity for the development and operation of a hotel and rooftop venue at the Pier's historic East End. All told, nearly \$375M has been invested in Navy Pier since 2010.

Proposal Reviews for Transformative Projects Include:

- Solicited, reviewed and negotiated design-build proposals for the \$850M McCormick Place West Expansion.
- Oversaw the design and initial design-build activities for the addition of a 465-room tower and the renovation of the existing 800 rooms at the Hyatt Place Regency McCormick Place.
- Created and directed the international design competition and contract award for the design of the public space improvements at Navy Pier in Chicago.
- Directed to solicitation, review and subsequent award for the design and construction work at Navy Pier.
- Directed the solicitation, review, and award of a long-term ground lease with a private developer for the development of a \$120M hotel and adjacent dining and entertainment spaces at the east end of Navy Pier.



Matthew Avila

Lead Project Manager

Chicago, Illinois

Career Background

- Hunden Partners
- CBRE Group

Quick Facts

- 3 Years of Project Management Experience
- Indiana University, Kelley School of Business
- BS Finance, Real Estate Concentration
- Home City: Tustin, CA

As Project Manager at Hunden, Mr. Avila leads clients through every step of the study process, from kickoff meetings and stakeholder interviews to management of deliverable creation and final presentations. He collaborates closely with CEO Rob Hunden to execute quality assurance processes that lead to the highest quality final product.

Mr. Avila's areas of expertise span a wide range, from mixed-use districts, hotels, sports venues and entertainment facilities to tourism destination planning, attractions, and meeting and convention centers. Matt also leads research efforts for mixed-use districts, entertainment venues, tournament sports complexes, and unique place-shaping assets such as distilleries and authentic attractions. These involve a deep understanding of the competitive supply and potential demand for local, regional and national usages.

Matt has worked on more than 120 market, financial, and economic impact analyses, including incremental tax revenue analysis, for both the public and private sector. He is also a key collaborator on Hunden's annual "State of the Industry" presentation for the Association of Luxury Suite Directors (ALSD) national and international conferences. Matt delivered the presentation at the ALSD international conference in 2022.

Mr. Avila creates financial and economic impact projections for nearly all studies, projecting the feasibility of large commercial projects as well as the number of new jobs, taxes, and benefits of each project to the community. He understands the critical balance between market supply and demand gaps, industry trends, and future performance projections that all contribute to answering key questions related to type and amount of each use type needed for destination placemaking.

Recent Financial Feasibility and Economic Impact Studies:

Suffolk County, NY - Midway Crossing at Ronkonkoma Station

Cincinnati, OH - Convention Center Headquarter Hotel

League City, TX - Sports-Anchored Mixed-Use Entertainment District

Norman, OK - Arena and Mixed-Use District

Corpus Christi, TX - Convention Center and Mixed-Use District

Indianapolis, IN - USL-Anchored Mega-Mixed-Use Development

Tulsa, OK - Headquarter Hotel

Mansfield, TX - Mixed-Use District

Tourism Plans and Destination Assessments:

Westchester County, NY - Tourism Master Plan/Recovery Plan

Hamilton County, IN - Tourism Master Plan

Finney County, KS - Tourism Master Plan

Oceanside, CA - Tourism Master Plan

Folsom, CA - Tourism Master Plan

SeaTac, WA - Tourism Master Plan



Legal name of Respondent:

WSP USA INC.

Date of Formation:

C-Corporation
Established 1933

State of incorporation:

New York

Primary contact:

Manjeet Ranu,
Senior Vice President/National
Planning Lead
M: (858) 869-7190
Manjeet.Ranu@wsp.com

We believe that for societies to thrive, we must all hold ourselves accountable for tomorrow. That means creating innovative solutions to the challenges the future will bring. It inspires us to stay curious, act locally, and think internationally.

WSP USA Inc. (WSP) is a multidisciplinary strategy, planning, design, delivery and management consultancy that develops creative, comprehensive and sustainable solutions for a future in which society and our planet can thrive. Equipped with an intimate understanding of local intricacies, world-class talent and proactive leadership, we enable long-lasting and impactful solutions to uniquely complex opportunities and problems. WSP has offices throughout the United States and globally, including major collaborations nearby in North, Central, and Coastal, Texas. WSP regularly undertakes complex efforts with outstanding, unifying outcomes. WSP understands the importance of the project development and environmental clearance processes, which support navigating toward successful outcomes, with the technical and engagement work embedded in the process to inform decision-making. Investing in these processes properly and being willing to re-evaluate initial assumptions provides much better predictability for projects, stabilizing the subsequent design and delivery phases. With WSP, we bring the deep local knowledge closest to the client backed by expertise from across the company to identify potential risks early and creative solutions that allow the planning process to culminate in a decision of what should be delivered and how.

**WSP
PROFESSIONALS BY
THE NUMBERS**



WSP has the experience and expertise to assist the City of Manor. We bring national and international experience in multiple disciplines that would be of service to the City of Manor, including planning, design, and project/construction management.

WSP offers a wide range of services including:

- Program Management
- Capital Improvement Programming
- Transportation Planning
- Cost Estimating
- Traffic Engineering
- Geotechnical
- Environmental
- Property and Buildings
- Roadway Design
- Site Development and Permitting
- Bridge Design and Inspection
- Drainage
- Construction Engineering and Inspection
- Public Involvement
- Planning

Our team’s mission is for this plan to be consistent with the City’s Strategic Vision: The City of Manor is a diverse, sustainable community and regional leader with exceptional services, a high quality of life, and a safe environment for citizens and businesses to thrive.

Manjeet Ranu

Planning Principal

CAREER SUMMARY

Manjeet Ranu is a comprehensive planning practitioner, having practiced in six high-growth, economically significant states as a land use, transportation and environmental planner, with urban design expertise. He was an executive for three large urban transportation agencies in the Los Angeles, Salt Lake, and Atlanta regions. He also led community development for cities in the San Diego and Dallas regions. His transit experience involved leading and administering transportation planning, capital programs, Federal Transit Administration Capital Investment Grants program projects, National Environmental Policy Act. Areas of practice in land use include policy planning, master planning, development review, building safety, housing programs, preparing land use regulations, California Environmental Quality Act, and code enforcement. Manjeet's 20 years of experience in the public sector and six years in the private sector across different regions of the United States, along with years of community leadership, has given him keen strategic insights and creativity to advance highly complex initiatives to successful outcomes with broad support and equitable impact.

RELEVANT EXPERIENCE

Chief of Capital Programs, Expansion, and Innovation, Metropolitan Atlanta Rapid Transit Authority, Atlanta, Georgia. Led a team of approximately 300 to execute a \$500M annual planning, project development, design and delivery capital program to support expansion and state of good repair projects for Metropolitan Atlanta Rapid Transit Authority. Manjeet strategically guided federal discretionary funding pursuits anew, which the agency last undertook in the 1990s, building capacity to calibrate and deliver the capital program in collaboration with regional partners. He led the entry of two expansion projects, each valued at over \$300M, into the FTA's Capital Investment Grants program.

Interim Planning Director, City of Denison, Dallas Region, Texas. Created processes and procedures to effectively manage significant development. Manjeet created a workflow platform to manage the development review process. He initiated the preparation of a new land use code with design guidelines. He also prepared a work program for the annexation of nearly 7,000 acres.

Senior Executive Officer, Los Angeles County Metropolitan Transportation Authority, Los Angeles, California. Guided the initial preparation of an update to the agency's 40-year long-range transportation plan involving \$500B in investments. Manjeet's responsibilities included planning, designing, and environmentally clearing \$30B in new/expanded rail, bus rapid transit, and active transportation capital projects.

Acting Director, Deputy Director of Planning and Building, Planning Manager, City of Encinitas and City of El Cajon, San Diego Metropolitan Area, California. Transformed development services operations by creating a workflow tool and process guide and set performance standards. Manjeet oversaw all work related to the Coastal Act and California Environmental Quality Act. He was responsible for planning, building, housing, and code enforcement services.

Director of Capital Development, Utah Transit Authority, Salt Lake City, Utah. Led a reinvigorated five-year, \$2B capital program involving light rail, bus rapid, and commuter rail transit corridor projects. Manjeet managed the federal, state, and local grants programs and administered enterprise-wide program management services, design criteria, and facilities planning.

Planning and Development Services Director, City of Tucson, Arizona. Provided an assessment of needs and identified recommendations to improve the department while facilitating beneficial land use and economic development opportunities. Manjeet established a GIS-based development and permitting activity map. He connected Tucson's mayor and City staff with the Daniel Rose Land Use Fellowship, a program of the National League of Cities and Urban Land Institute.

HIGHLIGHTS

Firm

WSP USA Inc.

Years of Experience

26

Education

MURP, Urban and Regional Planning, University of Colorado-Denver
MPA, Public Administration, University of Colorado-Denver
BA, Biology & Political Science, University of Colorado-Boulder

Professional Affiliations

American Institute of Certified Planners
American Planning Association
Urban Land Institute: Full Member

Callie New

Planning Lead

CAREER SUMMARY

Callie is a planner and project manager with experience in both the public and private sectors, spanning the topics of transportation, environmental, land use and natural resource management, urban design and recreation. She approaches projects with an eye on identifying tactics that uplift people and has a passion for solving problems with a combination of data analysis, great design, and smart public policy. Prior to joining WSP, Callie worked in private consulting as well as for the National Park Service and the Wasatch Front Regional Council.

RELEVANT EXPERIENCE

City of Country Club Hills Comprehensive Plan, Country Club Hills, Illinois. Project Manager for a community vision developed through careful analysis of existing patterns and trends and continuous conversations with the Country Club Hills community about preferences and priorities for the future of the city. Plan topics include the future of: land use, growth, and development; transportation and mobility; quality of life issues; environmental justice; affordable housing; conservation and natural resources; infrastructure and utilities; and public safety.

300 West Corridor & Central Pointe Station Area Plan, Salt Lake City, Utah. Project manager for a corridor and station area plan for Salt Lake City's Planning Division. Project goals included identifying a master plan for revitalizing a retail heavy, auto-centric corridor and addresses housing needs, creates shared spaces for community members, and produces solutions for comfortable multi-modal conditions and connections to existing LRT stations.

San Miguel County East End Master Plan, Telluride, Colorado. Project manager for the San Miguel County East End Master Plan. As an environmentally coveted and constrained area, growth pressures are challenging and contentious. The planning effort brought together local community members, stakeholders, and elected and appointed officials to craft a vision that balances the need to support housing affordability while preserving community character and connections to the natural world.

Salt Lake City Downtown Building Heights & Pedestrian Space Code, Salt Lake City, Utah. Project Manager for a zoning code update for downtown Salt Lake City allows for an increase in development allowances in exchange for investments made to the public realm. Creating incentives for private investments in public space create a more vibrant, walkable environment and support transit ridership and safety.

Mountain Village On-Call Services, Town of Mountain Village, Colorado. Project manager for the contract which included performing architectural and site design reviews for new developments, coordinating with developers, and performing staff services for the review board.

Duluth Parks, Recreation, Open Space, and Trails Master Plan, Duluth, Minnesota. Project Manager for the Essential Spaces Plan is a community-informed plan to guide the future of Duluth's parks, recreation, open space, and trails system to support a healthy and vibrant community, enhance inclusion and equity, and advance environmental protection under a sustainable budget framework.

2019-2050 Regional Transportation Plan & Wasatch Choice Vision, Salt Lake City, Utah. Callie was the MPO agency lead for developing, refining, and prioritizing a \$5 billion long-range transit plan, using a goal-oriented policy framework, data-driven performance measures, and extensive stakeholder feedback. She coordinated with UTA to integrate federal, state, and local option sales tax revenue projections into the financial phasing of the regional transit plan. Callie was an integral team member for interagency meeting facilitation with transportation partners, elected and appointed officials, community-based organizations, and city and county staff from more than 60 jurisdictions throughout the four-county planning area.

HIGHLIGHTS

Firm

WSP USA Inc.

Years of Experience

10

Education

MS, Urban Planning, Columbia University

BA, International Studies, Southern Oregon University

Professional Affiliations

American Institute of Certified Planners: US

American Planning Association

vision—

Founded in 1987, TBG Partners is a distinguished design firm with expertise in landscape architecture, urban design and planning – and a passion for creating purposeful and memorable outdoor environments.

Our practice synthesizes the sophisticated design perspectives of many dedicated professionals who are passionate about process and user experience.

We believe in a purpose-driven collaborative approach to design that celebrates the context of the place and prioritizes pertinent ecological, economic and social performance factors. Our passion for challenging convention and discovering the essence of place allows the distinct character and story of each project to be revealed.

With approximately 130 dedicated creative professionals, TBG has unique capabilities made possible by a vast array of design talent, resources and experience. Collaboration is at the heart of our practice and reflects one of TBG's core values – inclusivity – and our interactive, hands-on approach ensures that the best ideas from around the firm rise to the top and guide our practice.

One firm, many voices, together altering land to become meaningful landscape architecture.

TBG Partners

Samantha Whitney

AIA, AICP

Principal, Co-Director of
Urban Design + Planning



A Principal in TBG’s San Antonio office and Co-Director of TBG’s Urban Design and Planning team, Sam is an architect and urban designer committed to building consensus through collaborative processes that strengthen connections between people and place.

Her empathy and high degree of conscientiousness pervade all areas of her work. Sam is also gifted in community engagement, consensus-building, and developing close relationships with her colleagues, clients, and the communities she serves. Her project experience includes mixed-use development, downtown revitalization, campus master plans, and urban streetscapes.

relevant experience

- Manor Downtown Master Plan, *Manor, Texas*
- Harlingen TIRZ Master Plan, *Harlingen, Texas*
- Downtown Lubbock Master Plan, *Lubbock, Texas**
- Lubbock Civic Park, *Lubbock, Texas*
- Columbia County Regional Park Master Plan, *Lake City, Florida*
- West End Area Master Plan, *New Braunfels, Texas*
- Castell Avenue Streetscape, *New Braunfels, Texas*
- Pearl Master Plan, *San Antonio, Texas*
- Broadway Alamo Heights Streetscape, *Alamo Heights, Texas*
- Ella Austin Community Center, *San Antonio, Texas*
- Basila Frocks, *San Antonio, Texas*
- Vida Zócalo Green at Texas A&M University-San Antonio, *San Antonio, Texas*
- Driftwood Historical Conservation Study, *Driftwood, Texas**
- Place Changing, Dignowity Hill Community Study, *San Antonio, Texas**

*completed with previous firm

education

- > Master of Architecture, Urban Design, University of Texas at Austin
- > Bachelor of Architecture, Syracuse University

affiliations

- > Texas Society of Architects
- > American Institute of Architects, San Antonio
- > Urban Land Institute, San Antonio

registration

- > Licensed Architect – State of Texas, No. 21334
- > American Institute of Certified Planners

TBG Partners

Robert Parsons, Jr.
AICP, CNU-A
Senior Associate

A Senior Associate in TBG’s Austin office, Rob has deep rooted experience in planning, real estate development and the policy framework in which those operate.



With a passion for creating walkable places that people cherish, Rob has devoted his practice to finding the intersection of nuanced urban design and market realities that result in implementation. He has worked for communities across Texas and the country on Main Streets and aging commercial corridors and with private developers on both large and mid-scale infill development.

relevant experience

- Manor Downtown Master Plan, *Manor, Texas*
- Harlingen TIRZ Master Plan, *Harlingen, Texas*
- Lafayette Crossing, *Fate, Texas*
- Kyle Comprehensive Plan, *Kyle, Texas*
- Liberty Hill Comprehensive Plan + UDC Rewrite, *Liberty Hill, Texas*
- Killeen Comprehensive Plan, *Killeen, Texas*
- Waxahachie Comprehensive Plan, *Waxahachie, Texas*
- University Park Centennial Plan, *University Park, Texas*
- Downtown Lubbock Master Plan Update, *Lubbock, Texas**
- Hays County Conservation Ordinance Rewrite, *Hays County, Texas**
- West Pecos Master Plan, *Pecos, Texas**
- Bastrop Downtown Master Plan, *Bastrop, Texas**
- Downtown Rogers Master Plan, *Rogers, Arkansas**

*completed with previous firm

education

- > Master of City and Regional Planning, University of Texas at Arlington
- > Bachelor of Art, Urban Studies and Government, University of Texas at Austin

affiliations

- > American Planning Association
- > Urban Land Institute

registration

- > American Institute of Certified Planners, No. 028950
- > Congress for the New Urbanism, CNU-Accredited
- > Form Based Code Institute (FBCI) Curriculum Completion



David Greusel: 816-255-2123 / 1600 Genessee Street, Suite 620, Kansas City, MO 64102

Who We Are

Convergence Design is about connecting people in significant and memorable places, and bringing them together in positive spaces. Convergence Design values the communities where buildings exist as much as the buildings themselves. We're about finding design solutions that are as right for a particular place as they are for a particular time.

Specializing in public assembly architecture, Convergence Design offers a wide range of architectural and related services, including strategic facility planning, programming, master planning, design, documentation and construction phase services. We also offer consulting services in strategic marketing, public presentations, graphic design and branding.

Convergence Design is committed to serving each client with personal professional care. We engage with trusted, experienced colleagues to provide the full range of architectural and engineering services required for a particular project.

Firm History

Convergence Design began as the private professional practice of David Greusel, FAIA in 2004. Since then, the practice has grown to serve a variety of municipal, private and institutional clients in the United States and Canada.

We have assisted clients with everything from feasibility studies and master plans to renovations, building expansions and entirely new buildings.

Representative Clients

- Osceola County, Florida
- Weber County, Utah
- City of Bismarck, North Dakota
- Greater Burlington Partnership; Burlington, Iowa
- Escambia County, Florida
- Dayton Convention & Visitors Bureau
- City of Enid, Oklahoma
- Global Spectrum; Philadelphia, Pennsylvania
- City of La Crosse, Wisconsin
- Little Rock Convention & Visitors Bureau
- Maryland Stadium Authority
- City of St. Joseph, Missouri
- City of Temple, Texas
- Public Facilities Authority, City of Winston-Salem, North Carolina
- Pueblo Urban Renewal Authority, Colorado
- City of Salina, Kansas

Specialized Experience

With more than 30 years of professional experience, founding principal David Greusel has designed a wide variety of public buildings, including fairgrounds, arenas, convention and conference centers, arenas, ballparks, recreation centers, student centers, churches and similar facilities. Convergence Design's portfolio also includes a number of completed educational and institutional projects, office and retail projects, as well as a large number of facility master plans.



David Greusel

Founding principal David Greusel, FAIA has over 35 years of professional experience in architecture. He has worked as a principal and shareholder in large and medium-sized architectural firms across the Midwest. His responsibilities have included every aspect of architectural project delivery including design, programming, planning, and project management. His primary strength, however, is working with clients to help them articulate and realize their own particular goals for a project. For most of his career, David has specialized in public assembly architecture, including stadiums and arenas; civic, convention and conference centers; and athletic and recreation centers.

David has a reputation as a skilled communicator and a consensus-builder. He has taught communication skills to architects and allied professionals nationwide. He authored *Architect's Essentials of Presentation Skills*, part of the Architect's Essentials series published by Wiley. For his contributions to the profession of architecture, David was elevated to the College of Fellows of the American Institute of Architects in 2009.

FAIA, CNU, LEED® AP
Convergence Design

Responsibility
Principal

Education
Kansas State University,
B.Arch., cum laude

Registration
David Greusel holds a certificate from the National Council of Architectural Registration Boards (NCARB), and is licensed as an architect in the following jurisdictions:
Arizona, Alabama, Colorado, Florida, Illinois, Indiana, Kansas, Maine, Michigan, Missouri, North Carolina, Oklahoma, South Dakota, Tennessee, Texas, Utah

Memberships
Fellow,
American Institute of Architects
Member, Congress for The New Urbanism
LEED® Accredited Professional
U.S. Green Buildings Council

Selected Projects

- Enid Event/Convention Center; City of Enid, Oklahoma
- Tinley Park Convention Center Expansion; Village of Tinley Park, Illinois
- Peoria Civic Center Revitalization; Peoria, Illinois
- H.H. Dow Leadership Academy, Dow Chemical Company; Midland, Michigan
- UIC Forum, University of Illinois-Chicago; Chicago, Illinois
- Richard E. Berry Center, Cypress-Fairbanks ISD; Houston, Texas
- Grand River Center; City of Dubuque, Iowa
- Utah County Convention Center; Provo, Utah
- Eastern Maine Events Center Study; Bangor, Maine
- Ocean City Convention Center Study; Ocean City, Maryland
- Winnipeg Convention Centre Expansion Study; Winnipeg, Manitoba
- Knight Convention Center Expansion Study; Miami, Florida
- Music City Center siting study; Nashville, Tennessee
- Jordan Valley Park Expo Center; Springfield, Missouri
- Laredo Convention Center Study; Laredo, Texas
- Irving Convention Center Study; Irving, Texas
- Calgary Convention Centre Site Study; Calgary, Alberta
- Key Attractions Study, Greater Burlington Partnership; Burlington, Iowa
- Thomas M. Ryan Center, University of Rhode Island; Kingston, Rhode Island
- New Amphitheater; City of Fort Collins, Colorado
- Marlow Baptist Church; Cameron, Texas
- Stadium Expansion, Kansas State University; Manhattan, Kansas
- Student Recreation Center, University of Toledo; Toledo, Ohio
- Student Rec Center Expansion, Southern Illinois University; Carbondale, Illinois
- Monsanto Research Center, Missouri Botanical Garden; St. Louis, Missouri
- Broken Arrow Elementary School; Shawnee, Kansas
- Tointon Family (Baseball) Stadium, Kansas State University; Manhattan, Kansas
- Center for Historical Research, Kansas State Historical Society; Topeka, Kansas
- New Football Stadium, Alabama State University; Montgomery, Alabama
- Minute Maid Park, Houston Astros Baseball Club; Houston, Texas
- PNC Park, Pittsburgh Pirates Baseball Club; Pittsburgh, Pennsylvania
- Outdoor Sports Complex, Tourism Development Commission,
- Walton County, Florida-Campus Plan, Christ Community Church; Leawood, Kansas and Olathe, Kansas

WHY CHOOSE INK FACTORY?

OUR ABILITY TO SCALE → WE HAVE 9 FULL-TIME ARTISTS... ...WITH OVER 96 YEARS OF COLLECTIVE EXPERIENCE

CONTINUITY & CONSISTENCY FROM START TO FINISH

WE MAKE IT EASY FOR YOU TO FOCUS ON WHAT'S IMPORTANT

WE'RE A TRUSTED PROVIDER

NDA'S ARE NO PROBLEM!

DURING UNFORESEEN CIRCUMSTANCES...

...WE HAVE THE BANDWIDTH TO JUMP IN & SUPPORT YOUR EVENT

WE HAVE A WHOLE TEAM OF PEOPLE WORKING TO SUPPORT YOUR EVENT

PROJECT MANAGERS

ARTISTS

CREATIVE DIRECTORS

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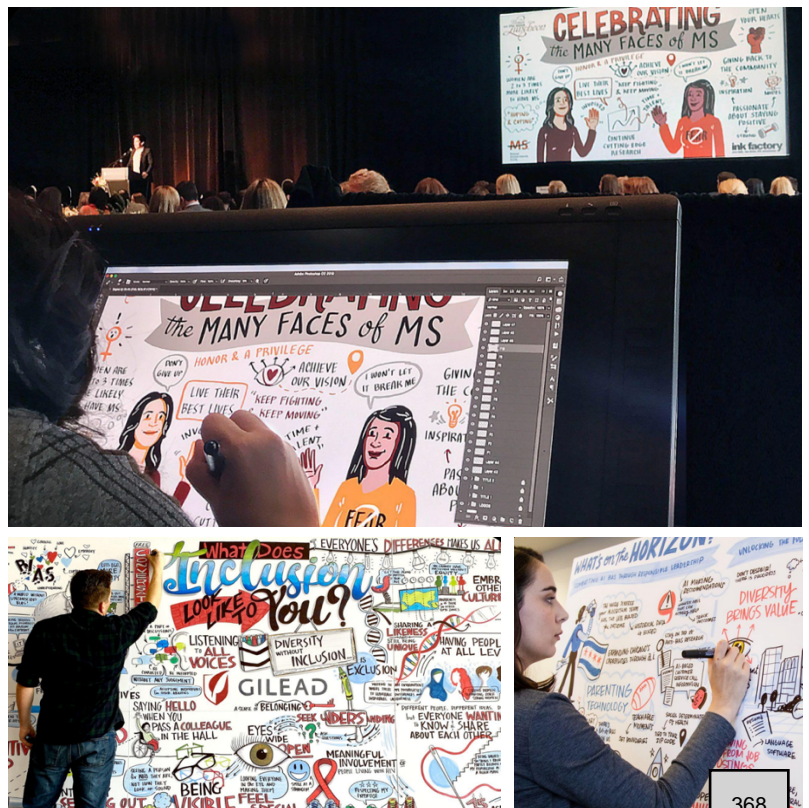
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Visual Notes (in-person, digital)

With digital visual notes our artists can blend the power of visuals with the convenience of digital technology. The artist takes notes on a tablet that can easily be hooked up to an AV system and displayed live on screens around the room. AV teams are able to control what is shown on the screen and can easily flip between the visual notes, live footage of the speaker, and/or informational slides.

We recommend digital visual note-taking for keynote speeches, strategic planning sessions, visioning sessions, tradeshow, conferences, and summits.





qualifications



Professional Qualifications

Item 12.

Placemaking Action Plans, Area Plans, Riverfronts and Transit

Bentonville, AR - Retail Market Study
Bentonville, AR - Sewer Expansion Impact
Birmingham, AL – Bus Rapid Transit
Cedar City, UT - Travel Plaza
Charlotte, NC – South End Development
Chicago, IL – Chicago Riverwalk Expansion
Covington, KY - Central Riverfront Redevelopment
Dallas, TX - Kay Bailey Hutchison CC Area Master Plan
Dallas, TX - Placemaking Action Plan
Davenport, IA – Riverfront Development
Dubois County, IN - Mid-States Interstate Corridor
Durham, NC - Placemaking Action Plan
Elkhart, IN – Gateway Master Plan
Finney County, KS - Placemaking Action Plan
Folsom, CA - Tourism Assets Assessment
Fort Worth, TX – Destination District Analysis
Grand Rapids, MI – Streetcar Real Estate Analysis
Great Lakes Bay, MI - Destination Development Plan
Hamilton County, IN - Tourism Destination Master Plan
Hampton, VA – Downtown/Riverfront Analysis
Jackson, MS - Placemaking Action Plan
Marion Co, FL - Placemaking Action Plan and Venue Feasibility
Michigan City, IN – Lakefront and North End Plan
Michigan City, IN – Trail Creek Area
New York, NY – LaGuardia Airport Parking Study
Oceanside, CA - Placemaking Action Plan
Portsmouth, VA – Downtown/Riverfront Analysis
Rockford, IL - Placemaking Action Plan
Sarpy County, NE - Sewer Expansion Impact
SeaTac, WA - Placemaking Action Plan & Strategy
Sun Prairie, WI - Placemaking Action Plan
Temple, TX - Placemaking Action Plan
Warren County, NY - Tourism Competitive Markets
Wells County, IN - Highway Impact Analysis
Westchester Co, NY - Tourism Recovery Plan
Westfield, IN - Grand Park Area Master Plan

Arkansas Downtown Development Legislation
Austin, TX - Redevelopment Properties On-Call
County of Hawaii, HI On-Call Consultant
Kentucky Tourism Development Act; KIRA/TIF Incentive Reviews
Mississippi Tourism Development Legislation
Nebraska Economic Development Legislation
Sacramento, CA - On-Call Consultant
West Virginia Tourism Legislation

Professional Qualifications

Item 12.

Mixed-Use Destination Districts & Market-Based Planning

Albuquerque, NM – UNM Sports District
Amarillo, TX - Mixed-Use & Highest/Best Use
Baton Rouge, LA - LSU Master Plan
Baytown, TX - Arena-Anchored Mixed-Use District
Bedford Park, IL – Mixed-Use District
Bentonville, AR – Applegate Agri-Hood Residential
Billings, MT – Mixed-Use Development
Bloomington, MN – Waterpark of America
Boca Raton, FL – Glades Plaza
Bradenton, FL – Entertainment District
Branson, MO – Branson Landing
Bremerton, WA - Motorsports Mixed-Use Devel.
Broken Arrow, OK - Innovation District
Broken Arrow, OK - Mixed-Use District
Casa Grande, AZ – Motorsports District
Chandler, AZ – Wild Horse Pass RED
Chandler, AZ – WHP Business Organization Plan
Chester, PA - Stadium & Riverfront District
Chicago, IL – Navy Pier Expansion
Chicago, IL – Riverwalk Expansion
Chicago, IL – South Side Sports District
Chicago, IL – Pilsen Neighborhood Mixed-Use
Clearwater, FL – Downtown Mixed-Use District
Cleaveland Co, OK - Arena & District
Columbus, OH – Scioto Mile Destination District
Corpus Christi, TX - Mixed-Use District & Advisory
Dacono, CO - Mixed-Use Development
Davenport, IA – Riverfront Development
Eastvale, CA – Town Center Development
El Cajon, CA - Mall Redevelopment
El Reno, OK - Tribal Development Master Plan
Elkhart, IN – Gateway Master Plan
Fairfax, VA - Mixed-Use Town Center
Fort Wayne, IN – Harrison Street Live!
Fort Worth, TX – Fort Worth Stockyards
Fort Worth, TX – Texas Trails Monument
Greenville, NC - Downtown Redevelopment Plan
Hampton, VA – Mixed-Use Development Plan
Indianapolis, IN – CityWay Mixed-Use District
Indianapolis, IN – Glendale Mall
Indianapolis, IN – Union Station Renovation
Jackson, MS – Mixed-Use Development
Kansas City, MO – KC Power & Light District
Kingsville, TX - Ranch Mixed-Use Expansion
Kyle, TX – Downtown Multi-Use Study
La Vista, NE – 84th Street Mixed-Use Development
La Vista, NE – Southport West Live!
Lansing, MI - Event Facility-Anchored District
Las Cruces, NM - Downtown Residential Mix
Lawrence, KS - Mixed-Use University District
League City, TX - Mixed-Use Master Plan
Long Island, NY – Nassau Coliseum
Louisville, KY – 4th Street Live!
Madison, WI – Alliant Energy Center Master Plan
Mansfield, TX - Mixed-Use & Stadium
Manteca, CA - Mixed-Use Entertainment District
Mayfield, KY – WKT Technology Park
Milford, CT - Multifamily & Office Mixed-Use
Mills, WY - Riverfront Mixed-Use Development
Milwaukee, WI - Deer District Phase II Highest & Best Use
Nashville, TN - Arena-Anchored Mixed-Use District
Noblesville, IN - G-League Arena & District Impact
Norman, OK - Arena and Mixed-Use District
Oklahoma City, OK - Historic Stockyards District
Overland Park, KS - Mega Mixed-Use Development
Pawtucket, RI - Stadium & Mixed-Use
Richmond, VA – Mixed-Use Development
San Juan, PR – Nightlife & Entertainment District
Suffolk County, NY - Sports Mixed-Use District
Sun Prairie, WI - Tourism Development Master Plan
Tahoe City, CA - Mixed-Use Redevelopment
Tempe, AZ - NHL Arena & District
Thornton, CO - Mixed-Use Development
Tolland, CT – Mixed-Use & Retail
Toronto, ON – Woodbine Live!
Tupelo, MS – Downtown Mixed-Use District
Waco, TX - Convention Center, Baseball Stadium & District
Windsor, CO - Tournament Sports Mixed-Use District



Professional Qualifications

Item 12.

Arts, Culture, and Entertainment Venues

Augusta, GA - New Arena/Entertainment Venue
Augusta, KY - Augusta Distillery
Aurora, CO - Resort Event & Entertainment Venue
Baltimore, MD - Racetrack Clubhouse Expansion
Bardstown, KY – Distillery Expansion Impact
Bremerton, WA - Amphitheater & Mix-Use
Burbank, CA – Comedy Fest Impact
Burnaby, BC - Arts & Events Centre
Burnsville, MN – Performing Arts Center
Castle Rock, CO – Amphitheater
Cave City, KY – Mammoth Campground
Chandler, AZ – Wild Horse Pass Development
Chicago, IL – Beverly Arts Center
Chicago, IL – DuSable Museum Expansion
Chicago, IL – Fashion Incubator
Chicago, IL – Giordano Dance Company
Chicago, IL – Theater Support Facility
Clearwater, FL – Community Cultural Center
Clermont, KY – Jim Beam Distillery Expansion
Cleveland, OH – Crest Center
Cleveland, OH – Jacobs Pavilion at Nautica
Conway, SC - Riverfront Amphitheater
Cornwall, IL - Waterpark Resort
Davenport, IA – Riverfront Development
Denver, CO – Observation Deck
Durham, NC - The Carolina Theatre
Erie, PA – Warner Theatre
Fountain Hills, AZ – Crystal Lagoon
Frankfort, KY – Buffalo Trace Distillery
Franklin, KY - Dine and Play Social House
Fuquay-Varina, NC - Performing Arts Center
Gulf Shores, AL - Attraction/Entertainment Destination
Hallandale Beach, FL - Entertainment Destination
Indianapolis, IN - Hilbert Circle Theatre
Indianapolis, IN – Murat Centre for the Arts
Jefferson, KY – Rabbit Hole Distillery
La Vista, NE – Amphitheater District
Lexington, KY - RD1 Distillery
Loretto, KY – Maker’s Mark Distillery
Louisville, KY - Angel’s Envy Distillery Expansion
Louisville, KY – Mega Cavern
Louisville, KY – Bluegrass Amusement Park
Louisville, KY – Kentucky Kingdom Theme Park
Louisville, KY – Jim Beam Urban Still
Manistee, MI - Amphitheater
Mesa, AZ - Amphitheater & Convention Center
Michigan City, IN – Blue Chip Casino & Resort
Millville, KY – Peristyle Distillery
Miracle, KY - Boone’s Ridge Wildlife Encounter
New Haven, KY - Log Still Event Campus
Newport, KY - Newport on the Levee
Newport, KY – Newport Aquarium
Orlando, FL - Resort Event & Entertainment Venue
Philadelphia, PA – Observation Deck
Pine Ridge, KY – Cultural Arts Center
Placer Valley, CA - Entertainment Event Center
Pocatello, ID – Multipurpose Event Facility
Portage, MI - Amphitheater
Portland, ME - Rock Row Event Center
Ridgefield, WA – Casino Entertainment Venue
Rockford, IL – Davis Park Entertainment Venue
Roseville, CA - Rodeo Event Impact
Skokie, IL – Northlight Theatre
South Padre Island, TX – Amphitheater, Time-Share/Retail
South Walton County, FL – Amphitheater & Sports Complex
Switzerland County, IN – Riverfront Development
Trenton, MO – Performing Arts Center
Tupelo, MS – Downtown Entertainment Center
Valparaiso, IN – Community Arts Center
Versailles, KY - Distillery & Castle Hotel
Warsaw, IN - Performing Arts Center & Conference Hotel
Washington, IL - Amphitheater
West Memphis, AR - Waterpark & Entertainment
Williamstown, KY – Ark Encounter Theme Park
Williamstown, KY - Luxury RV Park /Glamping

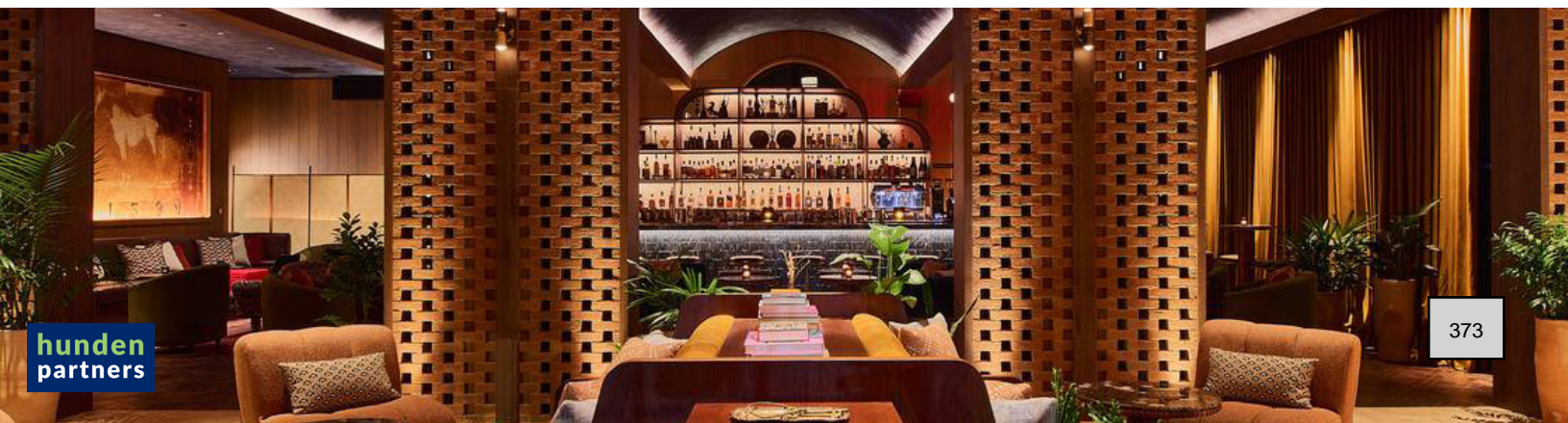


Professional Qualifications

Item 12.

Kentucky Tourism Development Act Impact Studies

21c Museum Hotel, Lexington - 2012
21c Museum Hotel, Louisville - 2003
4th Street Live!, Louisville - 2002
900 Baxter Boutique Hotel, Louisville - 2021
Aloft Hotel, Newport - 2014
Angel's Envy Distillery, Louisville - 2020
Ark Encounter Theme Park, Williamstown - 2014-2015
Ashland Convention Center & District - 2021
Ashland Revolutionary Racing & Gaming Project - 2023
Athens-Boonesboro Youth Sports Facility - 2023
Augusta Distillery - 2022
Bardstown Motor Lodge - 2021
Bardstown Trail Hotel - 2022
Boyd Co. Revolutionary Racing Track/Gaming - 2023
Buffalo Trace Distillery, Frankfort - 2014, 2017
Bulleit Distilling Company, Shelbyville - 2017
Castle & Kay (Peristyle) Distillery, Frankfort - 2015
Churchill Downs Hotel & Event Space - 2019
Columbia Pennyroyal Barrel Co - 2023-2024
Covington Central Riverfront - 2022
Covington YMCA Mixed-Use, Covington - 2019
Elizabethtown Courthouse Hotel - 2022
Fort Knox Mixed-Use Redevelopment - 2021
Franklin Dine & Play Social House - 2022
Galt House Hotel, Louisville - 2002, 2018
Grand Rivers Eagle Landing Resort - 2024
Heaven Hill Bourbon Heritage Center, Bardstown - 2018
Hilton Garden Inn, Louisville - 2001
Hofbräuhaus, Newport - 2005
Hopkinsville Holiday Inn Hotel - 2017
Horse Racing & Ent. Facility, Williamsburg - 2021
Horse Soldier Farms, Somerset - 2021
Hotel Covington, Covington - 2015, 2017
Jim Beam Clermont Campus, Clermont - 2018
Jim Beam Urban Stillhouse, Louisville - 2014
Keeneland Renovation/Expansion (Lexington) - 2023
Kentucky Downs Facility Expansion - 2019
Kentucky International Convention Center & Hotel - 2006
Kentucky Kingdom Theme Park, Louisville - 2013, 2015
Kentucky Motor Speedway - 2010
Lexington RD1 Distillery - 2023
Log Still Distillery Campus, New Haven - 2021
Louisville Crowne Plaza Hotel Updates - 2023
Louisville Mega Cavern - 2007
Louisville Pickleball - 2023-2024
Makers Mark Distillery, Loretto - 2014-2015, 2019
Mammoth Cave National Park - 2016
MB Roland Distillery Expansion, Pembroke - 2021
Miracle Boone's Ridge Wildlife Encounter - 2022
Morehead Full-Service Hotel, Morehead - 2020
New Haven The Manchester Hotel - 2020
New Riff Brewery & Distillery, Covington - 2016
Newport Aquarium, Newport - 2003
Newport on the Levee Redevelopment - 2020, 2023
Newport Margaritaville Hotel - 2023-2024
Owensboro Convention Center & Hotel - 2011, 2013
Paducah Hotel - 2014-2015
Paristown Pointe Neighborhood, Louisville - 2015-2016
Prizer Point Lake Barkley Resort, Prizer Pointe - 2016
Rabbit Hole Distillery, Louisville - 2015-2016
Rickhouse Hotel & Still, Versailles - 2021
Six Mile Creek Distillery, Pleasureville - 2016
Somerset Convention Hotel, Somerset - 2014
Standardbred Horse Racing, Covington - 2021
TKC (The Kentucky Castle) Hotel & Distillery - 2023
Versailles Thoroughbred Square/Horse Walk of Fame - 2005-2006
Westin Resort, Lexington - 2006
Wild Turkey Distillery, Lawrenceburg - 2012
Williamstown Luxury RV Park - 2023
Woodford Reserve Distillery, Versailles - 2014





District Feasibility, Economic Impact & STAR Bond Financing Analysis (2019 - 2022)

Overland Park, Kansas

Hunden was retained by the City of Overland Park to perform a market, feasibility, economic impact, retail sales, and sales tax studies for the proposed Bluhawk master development. The project was planned for development on 100 acres of land located between 159th Street, 167th Street, US Highway 69 and Antioch Road. A main anchor component of the project was an approximately 300,000 square-foot multi-sport indoor athletic complex for regional sports tournaments, local sports leagues and community wellness. The sports park was proposed to be one piece within the mega mixed-use development that would include a 3,500-seat arena/civic and community center to host sporting events and concerts, retail, restaurant and entertainment space, a neighborhood shopping center, three new hotel developments, class A office space, and residential multifamily developments. The project sought use of various public tax investments, including Sales Tax Revenue (STAR) bond financing, Community Improvement District (CID) financing, and Transportation Development District (TDD) financing. Hunden's analysis included projections related to the use of these public investment tools. The Bluhawk district is approaching approvals for development, construction and financing.



ABC Center Expansion & District Feasibility & Impact Study; Ongoing PFZ Project Advisory (2022-Present)

Corpus Christi, Texas



Hunden Partners worked with the City of Corpus Christi to complete a study for the expansion and renovation of the American Bank Center (ABC or Center), the development of a headquarters hotel, and a six-block entertainment mixed-use district on city-owned parcels. The ABC is composed of multiple meeting and event facilities, including the convention center, Selena auditorium, and arena. For the District, Hunden assessed the surrounding office, restaurant, retail, and residential markets.

During the process, Hunden also provided an independent review of and professional recommendations on the proposed contract for private management of the American Bank Center, as well as the food and beverage management, on behalf of the City to ensure fair and favorable negotiations. Hunden was also engaged to assess the P3 options for financing the various elements of the project: the HQ hotel, a second large group hotel, the mixed-use district, as well as the convention center. Hunden assessed various state incentives available through legislation and pushed for the city to write itself into existing state tools that other cities have used to induce the development of these types of projects, based on successes Hunden had in both Fort Worth and Dallas. Hunden continues to provide ongoing modeling advisory work to update the PFZ projections for the City as business planning progresses.



Arena-Anchored Mixed-Use District Market & Financial Feasibility Study (2023)

Baytown, Texas

Hunden performed a market demand, financial feasibility and economic impact study to determine the optimal mix of uses for a proposed arena development and surrounding mixed-use district in Baytown. This Project was supported through an agreement between the City and ExxonMobil. The oil industry is a significant employer in the Baytown area, with Exxon alone operating over 10 plants including one of the largest Exxon refineries in the world, the Baytown Refinery. The presence of the oil industry through the decades, along with the City's proximity to Houston, has contributed to the development of the City as a significant hub of industry. Baytown is currently home to approximately 83,700 people.

Hunden provided recommendations for three development scenarios: one with a 7,500-seat arena, one with 5,000-seat arena with the hybrid ability to convert to four courts for tournaments or other indoor sports events, and a third multi-use youth sports complex with seating capacity up to 1,500. The development cost estimates for the three scenarios ranged from \$45 million to \$175 million.



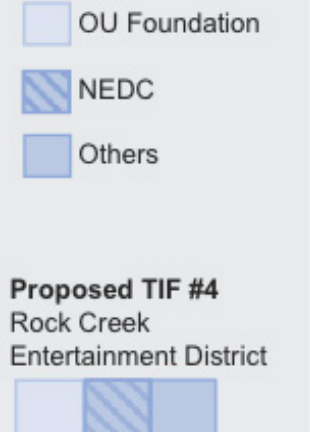
Mixed-Use District Market, Financial Feasibility & Economic Impact Study (2022-2023)

Mansfield, Texas

Hunden Partners conducted a market analysis, financial feasibility, highest-and-best-use and economic impact study for a proposed mixed-use development known as the Lonestar 360 Plan. As advisors to the City, Hunden is conducting an objective analysis of the potential developer's preliminary plans for the site, including a review of the preliminary feasibility study conducted by the developer. This review will result in recommendations for programmatic adjustments and development scenarios, as well as detailed financial and economic impact projections. The following mix of uses will be studied as proposed in the Project plans:

- Permanent USL stadium,
- Hotel conference center,
- Performing arts center, and
- Mix of retail/restaurant, office and residential uses

Hunden's analysis included a deep-dive on the three main proposed public assembly facilities, along with an assessment of the mix of auxiliary uses including retail/restaurant, office and residential uses. Case studies for similar USL stadiums and stadium districts were profiled to provide the Client with reality-based data and implications.



Event Venue Mixed-Use Entertainment District Market & Feasibility Study (2023 - 2024) Cleveland County, Oklahoma

Hunden Partners was engaged by the Cleveland County Industrial Development Authority to complete a financial feasibility and economic and fiscal impact study related to a proposed event venue and mixed-use entertainment district in Cleveland County, Oklahoma. Hunden analyzed the financial performance of the development program provided by the Norman, Oklahoma, team and the current developer for the OU Foundation land. Hunden also made market-based projections of development that would occur on the additional land after the delivery of the development program proposed for the OU Foundation land.

Based on market research, Hunden recommended the following for the additional land to form the proposed entertainment district: 55,000 square feet of retail and restaurant space, 120-room hotel, 220 multi-family units, 60,000 square feet of office space, and 100,000 square feet of space for a National Weather Museum Experience.



NHL Arizona Coyotes Arena & Mixed-Use Entertainment District Study (2021-2023) Tempe, Arizona

Hunden Partners evaluated a proposal for the development of a new mixed-use sports and entertainment district anchored by the Arizona Coyote's new NHL arena. A proposal was submitted to the City of Tempe for this complex development, and Hunden worked on behalf of the public sector to evaluate the proposed development plan, as well as the financial feasibility of all elements proposed. Hunden then conducted an analysis of the anticipated economic impact, fiscal projections, and public health benefits.

The developer's response to the City's RFP detailed a two-phase 3.4-million-square-foot development, estimated to cost \$1.9 billion. Surrounding the anchor arena, a mixed-use development with components of retail, hospitality, office, and residential elements would be built. The development was designed to be completed in two phases, the first phase breaking ground by the third quarter of 2022. Hunden's initial study provided the City with a report that reviewed all documents in the developer's proposal, reviewed relevant national stadium project case studies, reviewed relevant Arizona Revised Statutes, analyzed the economic impact and public benefit as provided, and summarized findings and possible solutions for elements that made this project unsuccessful related to public benefits. In the summer of 2022, the Tempe City Council voted to move forward with negotiations based on Hunden's study, but the Project was ultimately voted down by the public in 2023. Hunden provided updated projections in early 2023, prior to the final vote.



Mixed-Use Family Entertainment Development Study (2023 - Present) CONVERGENCE DESIGN WSP
Manteca, California

The Hunden Partners Team, which includes facility design and land use planning experts from Convergence Design and global master planning, engineering and environmental planning experts from WSP, is currently engaged by the City of Manteca (Client) to complete a market demand, financial feasibility, economic impact study, conceptual design and land use plan for a proposed Family Entertainment Zone (FEZ or Project) in Manteca, California.

In order to understand infrastructure developments necessary to support the Project, the optimal program must be determined and analyzed. The Team will amend the 2016 FEZ Master Plan with updated implications for the future of the Project based on market realities. Hunden will analyze the market demand, financial feasibility, and economic impact of each of the proposed uses for the site. Convergence Design and WSP will collaborate to determine the optimal physical layout for the recommended mix of uses, accounting for zoning restrictions and other factors. Upon completion of Hunden’s analyses, WSP will complete a CEQA Environmental Impact Report for the Project.



Youth Sports Complex and Great Wolf Lodge Waterpark Resort Study (2024-Present)
Clay County, Florida

Clay County engaged Hunden Partners to conduct a third-party market and financial feasibility study that will determine the viability, financial gap and fiscal impacts of a new indoor/outdoor waterpark and resort in Clay County, Florida. Although a site has yet to be selected for the proposed Project, the project could be considered as an ancillary development to a new 250-acre regional multipurpose sports complex near State Road 16 in Clay County. The first development phase of the complex project is currently underway. Hunden’s study will determine the market viability, financial feasibility, and combined financial and impact projections and modeling scenarios for both the waterpark and sports complex, assuming they are built within close proximity.

These efforts will determine the current and future unmet demand for each market, as well as help the County and key stakeholders determine the pros and cons to building these facilities adjacent to one another. The study outcome will provide data analytics to support the County in determining any incentives to offer, as well as provide overall support for negotiations with possible owners/operators.



Rock Row Entertainment District Feasibility & Economic Impact Analysis (2022; 2023)

Westbrook, Maine

Hunden was engaged by a private client to complete a market demand, competitive analysis, and financial feasibility study for the development of a new multi-purpose conference and events venue as a component of the Rock Row mixed-use district. Rock Row is a \$600 million mixed-use destination that combines Maine's historic seacoast attributes with innovation, business, health care, hospitality, residential and entertainment properties. Rock Row has been master planned to include a variety of commercial real estate uses, as well as ample parking, connection to a 70-mile trail system, and a rail line.

Phase I of the Rock Row opened in 2020. Phase II of the development was proposed to include the multi-purpose conference and event venue, as well as an attached hotel. Hunden's study focused on the demand for various types of events and meetings, the recommended area(s) of focus for a new conference and event venue with an adjacent hotel, the appropriate design and program for a new venue based on the market realities, projections of financial performance, and the net potential economic impact of the proposed project. In 2023, Hunden was engaged to conduct a new economic analysis and modeling services related to multiple elements of the mixed-use development, including hotel, event center, and amphitheater.

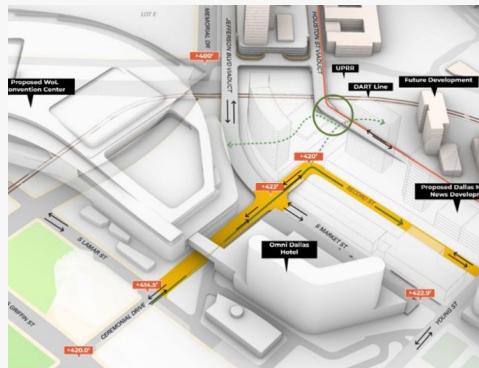
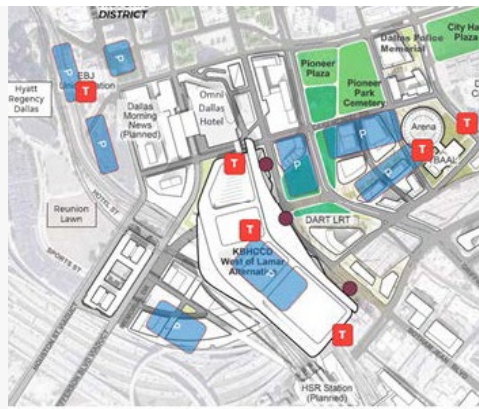
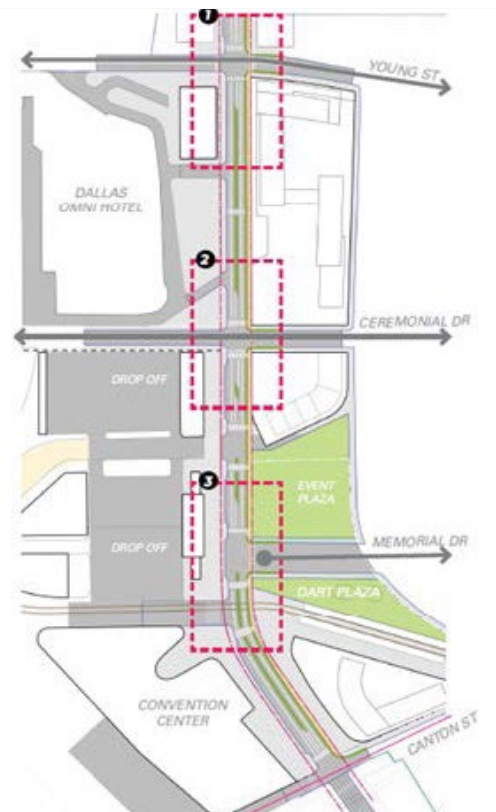


Youth Sports-Anchored Mixed-Use Development Feasibility Study (2023)

Broken Arrow, Oklahoma

A private client engaged Hunden Partners to conduct a market demand, financial feasibility, and economic and fiscal impact analysis for a proposed sports-anchored mixed-use development in Broken Arrow. Broken Arrow is located on the eastern edge of the Tulsa MSA with an approximate population of 120,000 residents. The project site, which spans 171 acres, is primarily planned for residential assets. The client also engaged Hunden to provide a financial and impact assessment of a new commercial town center, to be located at the center of both residential assets.

Hunden recommended a two-phased approach for the youth sports-anchored district. The first phase includes the construction of 8 basketball courts, 16 volleyball courts, 35,000 square feet of indoor space for entertainment, casual dining, medical tenants, and 16 fields for baseball, softball, soccer and other multi-sports. Phase one also includes a hotel, 80,000 square feet of retail and restaurant space and an entertainment venue. Phase two includes an indoor soccer fieldhouse, multiple outdoor fields, and a family-oriented resort with 300 rooms plus 25,000 square feet of additional retail and restaurant space. The impact of the recommended program is expected to generate nearly \$2.4 billion in net new spending and \$907 million in net new earnings.



PROJECT RELEVANCE

- Complete streets
- Entertainment areas
- Concepts for pedestrian safety
- Congestion Management
- Alternatives analysis for multimodal hub
- Extensive public participation and engagement
- Cost estimation for construction and maintenance
- Development of alternative roadway cross sections and street grid enhancements

Kay Bailey Hutchison Convention Center Master Plan

City of Dallas | Dallas, Texas

WSP's team of local and national experts is working with the City of Dallas on the Kay Bailey Hutchison Convention Center (KBHCCD) Master Plan, which aims to leverage the convention center's location at the nexus of multiple regional and local highway, transit, and freight rail corridors to create a multimodal transportation hub. The plan will not only help reenergize Dallas' civic center district, it will also provide an opportunity to break down several mobilities and economic barriers that have disenfranchised vulnerable community groups.

The study leverages future transportation improvements, such as a more pedestrian-oriented and context-sensitive street grid, streetscapes enhancements, bicycle and pedestrian facilities, streetcar system expansion, vertiport site assessment, and other multimodal enhancements to set the stage for private development and rebrand the Civic Center District as an exciting, mixed-use destination. The multimodal station will connect DART, local and regional buses, on-demand services, convention center shuttles, and include provisions for future high-speed rail as well.

Project elements include corridor-level assessments of access, circulation, and connectivity, street network development, evaluation of alternative roadway alignments, travel demand modeling, curb management and parking assessments, transit network development, bike and pedestrian network development and evaluation, planning level intersection evaluations, and a multimodal assessment of trips between the study area and other activity districts and key destinations using Streetlight and Replica Bluetooth data.

A key outcome of the study is creating a context-sensitive and multimodal transportation framework that bolsters adjacent land uses, effectively manages high volumes of through traffic, and facilitates high levels of access, circulation, and connectivity.

Cost of Project:

\$20.9M

Completion Date

Ongoing

Client/Owner

City of Dallas

Contact Details

Rosa Fleming
(214) 939-2755;
rosa.fleming@dallascityhall.com



PROJECT RELEVANCE

Market Studies
 Public Engagement Plan/
 Feedback
 Site Analysis/Development
 Land Use Development
 Design and Cost Estimates
 Financial Projections

Burnham Yard Master Plan Project

State of Colorado Department of Personnel & Administration | Denver, Colorado

WSP is preparing a master plan that incorporates multi-modal infrastructure improvements into a NEPA-ready plan to develop and dispose of this site. The project includes relocation of the Consolidated Main Line (CML) freight track facilities, potentially adding two RTD light rail lines, and preservation of future right-of-way for the Front Range Passenger Rail (FRPR), which may include a potential station.

WSP is developing a plan that incorporates stakeholder input, responds to market and equity demands and needs, and generates value and community benefits – while balancing the need for enhanced rail service. The Project includes robust stakeholder engagement. WSP developed an informed and integrated process is the first step on the journey to creating value at Burnham Yard to support mobility improvements, redevelopment, and integration with surrounding communities. Understanding the local and regional dynamics, and authentically responding to those, helps to identify solutions and achieve outcomes in a timely manner. The planning process supports navigating toward those outcomes, with the technical and engagement work informing options and decisions embedded in the process. The outcomes of the project intend to create an informed vision for the development of this site to maximize its value. Building on the market study, equity study, existing conditions assessment and stakeholder engagement sessions, the master plan process will identify options that will detail land use strategies, circulation and mobility concepts, key urban

design strategies, major infrastructure improvement alternatives, and potential residential and employment growth. A master development plan will identify a preferred alternative(s) and will not preclude potential options that will require time to mature.

Cost of Project:
 \$899K

Completion Date
 Ongoing

Client/Owner
 State of Colorado Department of Personnel & Administration

Contact Details
 Natriece Bryant
 (720) 836-0179

TBG Partners

lafayette crossing

fate, texas

Transforming the city, Lafayette Crossing creates a distinctive and dense urban core along Interstate 30, shifting from a typical suburban setting to a walkable, compact, and financially robust community.

As the prime consultant, TBG is leading the project team, orchestrating a multifaceted approach that encompasses community engagement, visioning, land-use planning, and development regulations. The plan aims to create a strong urban framework through zoning, walkable mixed-use development, and prioritizing people over cars. It also aims to establish a unique identity, enhance the quality of life for residents through parks and open space, and significantly contribute to the city's financial tax base through thoughtful urban development.

size

340 acres

services

planning, placemaking,
development regulations

completion date

ongoing; planning started 2022

client

5054 development



TBG Partners



lubbock downtown master plan

lubbock, texas

size

900 acres

services

planning, urban design, landscape architecture

completion date

2019 (adopted 2020)

client

mcdougal companies

awards + recognition

2022 texas ASLA merit award, planning and analysis

The Downtown Master Plan Update builds upon previous plans for the revitalization of downtown Lubbock, including the 2008 Revitalization Action Plan, Imagine Lubbock Together, and the AIA Sustainable Design Assessment Team Report.

With the objective of making the city “development ready,” the master plan focuses on catalyzing transformation through investing in the public realm, upgrading utilities and infrastructure to support ongoing development, and formalizing a strategy for shared parking that unlocks development potential for housing growth and other uses to energize the city. A key implementation component was evaluating the relevant portions of the development code and making updates to facilitate the right type of development. This included a code gap analysis and a missing middle market study, where demand and existing character were analyzed and areas were identified that could receive this density and development type.

The update also introduces a new, civic-scaled park to serve as a multi-functional “living room” for all of Lubbock – filling a great need for an iconic and vibrant hub of activity in the heart of the city.

TBG Partners



the epic

grand prairie, texas

size

epic waters 80,000 sf; **epic central** 4 acres;
playground adventures 11 acres

services

landscape architecture

completion date

epic waters 2017; **epic central** ongoing;
playground adventures 2020

client

city of grand prairie

An ambitious effort to create a regional draw with something for everyone, The Epic is Grand Prairie's new multifaceted experience intended to be a community-defining destination — with regional allure extending far beyond the city itself.

It's a centerpiece of recreation, art and enlightenment, with enticing features for both young and old. Key components include *Epic Waters*, an indoor/outdoor water park with retractable roof, multiple varieties of slides and novel aquatic features; *Epic Central*, a 4-acre grand lawn, amphitheater and lakeside boardwalk featuring trails and a multipurpose recreation center; *PlayGrand Adventures*, an 11-acre, 100 percent inclusive playground designed to promote social interaction and physical recreation for all ages and ability levels; and athletic facilities, library, culinary kitchen, theater, art gallery and studio. It's an energizing destination that's redefining Grand Prairie, Texas.



timing, fees & additional services

Timing

Hunden proposes the following timing for each distinct deliverable:

- Market Findings – approximately eight weeks after the following have occurred: contract authorization, receipt of initial kickoff payment, and completion of in-person site visit
- Draft Analysis – approximately two to three weeks after delivery of Market Findings
- Final Analysis – approximately one to two weeks after receiving Client comments on the draft

We expect the overall timeline to be 12 - 13 weeks, assuming Client responsiveness and availability.

Proposed Project Timeline	Week #												
	1	2	3	4	5	6	7	8	9	10	11	12	
Task 1 – Project Kickoff and Orientation	█	█											
Task 2 – Project Profile and Site Overview		█	█	█									
Task 3 – Economic, Demographic and Tourism Analysis			█	█	█								
Task 4 – High-Level Market Opportunities Analysis				█	█	█							
Task 5 – Preliminary Mixed-Use Market Analysis: 8-10 Concepts					█	█	█						
Task 6 – Primary Mixed-Use Market Analysis: 3-4 Concepts						█	█	█					
Task 7 – Recommendations							█	█					
Market Findings Presentation (Deliverable)													
Task 8 – Preliminary Designs, Layouts and Cost Estimates: 3-4 Concepts								█	█				
Task 9 – Demand and Financial Projections									█	█			
Task 10 – Economic, Fiscal, and Employment Impact Analysis										█	█		
Draft Analysis (Deliverable)													
Client Edits													
Final Analysis (Deliverable)													

Fees

The Hunden Team proposes to complete the analysis for a lump-sum fee of **\$298,800**, inclusive of research and travel expenses for up to three (3) in-person trips to Manor for the kickoff site visit and two other dates of the Client’s choice (draft or final presentation, etc.) Hunden will bill the Client according to the following payment milestones:

- Kickoff Invoice, due to begin work: \$50,000
- Market Findings presentation: \$88,400
- Draft Analysis deliverable: \$88,400
- Final Analysis deliverable: \$72,000

Future add-on scope tasks and their fees will be mutually determined by Hunden and the Client once conclusions from the initial study have been drawn.

Future Services, Team Capabilities and Optional Add-On Tasks

Hunden Partners Business Plan/Advisory Services

After the study phase is complete, Hunden can provide continued advisory services related to project implementation, financing/business planning and negotiations for the development. This may include collaborating with the City of Manor's financial advisor to determine funding options and best practices for project implementation, revised financial projections and updates to budgets, recommendations on optimal phasing of the Project elements, and other services as identified with the Client. The entire ***Hunden Team, including WSP, Convergence Design, and TBG Partners, is prepared to serve as the City's trusted advisor and collaborator throughout the study, design, and implementation processes.***

Hunden Partners Developer Solicitation and Selection Process

Hunden Partners, unlike most firms, has the expertise to manage a competitive mixed-use and/or hotel developer solicitation and selection process for the recommended Project on behalf of the Client. Hunden will represent the City's best interests throughout the process of soliciting qualifications and proposals from developers interested in the opportunity in Manor. Hunden is familiar with key development players in the industry and has managed similar processes in the past for many comparable situations.

Hunden's scope of work typically includes: RFQ Process Kickoff and Orientation; Creation of RFQ Documents; Management of Solicitation Process; Promoting the Opportunity; Site Visit; Q&A; Review and Assessment of RFQ Submittals; Zoom Interviews; Creation of RFP; Shortlisted Developers Receive RFP; Review of Submittals; Evaluations, Interviews and Rankings; Hourly Work: Negotiations and Other Tasks. Hunden is happy to provide a full scope of work for the developer solicitation and selection process as desired by the Client.

Hunden Partners Development Advisory Services

Hunden also has the experience and capability to move public, private, and not-for-profit projects from concept to reality by working with the client to formulate an implementation strategy and then supporting the client in its implementation. Many communities have limited experience or personnel to execute unique public projects. Successfully delivering the vision for a project requires an understanding of what firms need to be hired, what specific role is being assigned to them, and when they should be brought onto the team. Effective outcomes are best achieved by actively engaging with and coordinating the work of experienced teams of design, construction, and other professionals. Hunden's experts have created implementation strategies and managed their execution in the development of major public and public-private projects on behalf of the public and not-for-profit sectors, including the redevelopment of Navy Pier and the expansion of McCormick Place in Chicago.

TBG Partners Continued Capabilities and Services

TBG’s talented and collaborative team brings over 37 years of expertise in planning, urban design, and landscape architecture with the commitment to create memorable, well-loved places that enhance the built environment and empower communities to become more walkable, livable, equitable, resilient, and playful through a collaborative approach that prioritizes the connections between people and places. Through meticulous analysis and creative thinking, we craft tailored solutions that integrate financial viability with community needs. **Our services encompass strategic land use planning, urban design guidelines, and placemaking strategies to foster vibrant and sustainable developments.** By leveraging our expertise in stakeholder engagement and market dynamics, we ensure that each project aligns with the aspirations of both public and private entities. Our team prides itself on our ability to dial in and right size the approach, process, and deliverables based on client needs to ensure each project’s key vision principles are clearly translated into the built environment. With offices in Austin, Dallas, Houston and San Antonio, TBG’s breadth of knowledge and contextual sensitivities have and continue to shape the design and development of sustainable, diverse projects across Texas and beyond at scales and complexities that transect urban, suburban and rural environments.

Convergence Design Continued Capabilities and Services

Convergence Design has the capacity to move the Client through **pre-design and design feasibility, charrettes and visioning sessions, creation of detailed renderings and design plans, and design execution for the recommended public assembly facilities.** Convergence Design is about bringing work, family and community together into a seamless whole. Their pursuit is to improve the quality of the built environment through excellent architecture, great design and sound planning. It’s about connecting people in every aspect of their lives, and bringing them together in positive spaces designed for cheering, connecting and serving. That starts with finding design solutions that are as right for a particular place as they are for a particular time.

WSP Continued Capabilities and Services

As one of the world’s leading engineering and professional services firms, WSP has the capacity to provide comprehensive master planning services through construction. Continued elements include:

KEY STEP	TASKS
Master Plan	<ul style="list-style-type: none"> • Establishing a planning process for identifying and selecting master plan alternatives • Taking the preferred conceptual master plan into final form for planning and conceptual engineering • Entitlements including potential site-specific Comprehensive Plan Amendment, Rezoning, land use/design standards, subdivision plat • Public engagement and communications

<p>Conceptual Engineering</p>	<ul style="list-style-type: none"> • High level engineering design to ensure master plan feasibility • Rough order of magnitude cost estimating to support phasing, funding and financing plan • Regulatory compliance
<p>Phasing, Funding & Financing Plan</p>	<ul style="list-style-type: none"> • Aligning backbone infrastructure phasing to market absorption plan and availability of funding and financing • Funding strategy, including private, fees, local, special district, state and federal sources • Financing strategy, including bonds and loans
<p>Program Management</p>	<ul style="list-style-type: none"> • Governance and agency coordination • Creation and implementation of special districts • Delivery and procurement methods selection and implementation • Preliminary and final engineering • Cost and change control
<p>Construction Management</p>	<ul style="list-style-type: none"> • Quality control • Schedule management • Contractor oversight



hunden partners





Appendix A – Proposal

Submittal Checklist: (To determine validity of proposal)

- Appendix A must be included in the proposal submittal
- Appendix B - Conflict of Interest Form must be included in the proposal submittal.
- N/A HB 89 Verification Form
- not provided Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- Confidentiality/Non-Disclosure Agreement
- N/A Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.			
RFP Number:	2024-10		
Project Title:	Mixed-Use Sports/Entertainment Feasibility Study		
Submittal Deadline:	March 22, 2024 at 3:00pm		
Proposer's Legal Name:	Hunden Strategic Partners		
Address:	213 W Institute Place, STE 707		
City, State & Zip	Chicago, IL 60610		
Federal Employers Identification Number #	20-4239951		
Phone Number:	312-643-2500	Fax Number:	312-643-2501
E-Mail Address:	rob@hunden.com laura@hunden.com		
<u>Proposer Authorization</u>			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: <u>Robin Hunden</u></p> <p>Signature of Authorized Representative: <u></u></p> <p>Signed this <u>20</u> (day) of <u>March</u> (month), <u>2024</u> (year)</p>			



Appendix A – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Scope of Work

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based at a rate for providing services consistent with the Project Scope of Work.

3. Proposer’s Qualifications

A. Past Projects: List of 5 previously completed studies per use type, resumes of key personnel, and any additional information the proposer deems necessary.

4. References

Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: City of Overland Park, Kansas	
Contact Name: Kristy Stallings	Contact Title: Deputy City Manager
Phone: 913-895-6152	Email: kristy.stallings@opkansas.org
Date and Scope of Work Provided: 2019-2021. Mixed-use district feasibility and funding study for proposed sports and entertainment development	



Reference #2:

Client / Company Name: City of Corpus Christi, Texas	
Contact Name: Elsy Borgstedte	Contact Title: Assistant Director of Aviation, Corpus Christi International
Phone: 361-215-7868	Email: elsyb@cctexas.com
Date and Scope of Work Provided: 2022-Present. ABC Center and district redevelopment market, feasibility, and financial advisory services	

Reference #3:

Client / Company Name: City of Baytown, Texas	
Contact Name: Jason Reynolds	Contact Title: City Manager
Phone: 346-425-0838	Email: jason.reynolds@baytown.org
Date and Scope of Work Provided: 2023. Mixed-use arena district market demand, financial feasibility, and economic impact study	

II. CONTRACT TERMS AND CONDITIONS, EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to



Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor, City Council Members and City Manager;
2. Board and Commission members and appointed members by the Mayor and City Council; and
3. Department Directors of the City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:


1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. *The Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.



CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>Hunden Partners has no business relationship with local government entities.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="margin-left: 40px;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right;"> _____ March 19, 2024 Date </p>		

**ADDENDUM NO. 1 to
Request for Proposal (RFP) # 2024-10
Mixed-Use Sports/Entertainment Development Feasibility Study
Questions and Answers**

Note 1: This document of Questions and Answers constitutes Addendum No. 1 to the RFP. Any changes to specifications will be made in writing and posted on the City’s website at: www.cityofmanor.org Applicants shall acknowledge receipt of all addenda.

Note 2: Each of the clarifying questions summarized below has been posed by one or more party expressing interest in this RFP.

Note 3: The deadline for submission of questions was Monday, March 18, 2024 at 5:00 p.m.

- 1) Whether the City’s requirement that respondents to the RFP submit a “lump-sum fee proposal for the study, inclusive of estimated research and travel expenses,” violates the rules of the Texas Board of Professional Engineers and Land Surveyors (“TBPELS”)? *The City is not seeking engineering services under this RFP. The City seeks RFPs from the types of firms that produce Feasibility Studies for sports and entertainment, mixed use and the other types of facilities. The City is seeking input from respondents that are typically national real estate firms or industry-specific (event, hospitality, music, corporate site selection, healthcare, etc.) planners and consultants. The items included in the RFP’s Scope of Services (see Site Analysis) is for the function of assessing information already available through existing reports such as the metes and bounds survey, topo survey, Phase 1 and Phase 2 ESA the City had completed for the property (which are available upon request) and other readily available floodplain, wetlands and Waters of the US maps. There is no need to conduct any engineering services, nor are such being requested.*

- 2) Regarding proposal delivery: The bottom of RFP page 5 states ‘The proposal and any attachments should be mailed...’ Please confirm that proposers may hand-deliver submittals to City Hall at the address listed on page 6. *Yes, respondents may hand-deliver submittals to City Hall care of Scott Jones.*

- 3) Regarding quantity / number of copies: Please confirm that one (1) printed copy and one (1) digital copy on thumb drive is sufficient for the proposal response. *Yes, (1) printed copy and one (1) digital copy on thumb drive is sufficient for the proposal response.*

- 4) Regarding Appendix A / required forms: The following forms are mentioned in Appendix A but do not appear to be provided with the RFP. Please confirm whether these items are required with the proposal response or if they will be requested later by the City prior to contract award, and if required in the proposal, please provide the template that proposers should use for each: HB 89 Verification Form, Confidentiality / Non-Disclosure Agreement, Cooperative Governmental Purchasing Notice. *HB 89 is a conglomeration of the anti-boycott provisions that are required by state law which shall be inserted into the final contract with the contractor selected and an HB 89 Verification Form is not required with the submittal of the RFP; a Confidentiality / Non-Disclosure Agreement shall be included as part of the final contract with the contractor selected; the Cooperative Governmental Purchasing Notice is not required with the submittal of the RFP .*

END OF SUBMITTED QUESTIONS

**ADDENDUM NO. 1 to
Request for Proposal (RFP) # 2024-10
Mixed-Use Sports/Entertainment Development Feasibility Study**

ADDENDA ACKNOWLEDGEMENT

By signature affixed, the applicant acknowledges receipt of Addendum No. 1 to Request for Proposal #2024-10.

Applicant Must Fill in and Sign:

NAME OF FIRM/COMPANY: Hunden Partners

REPRESENTATIVE'S NAME: Robin Hunden

REPRESENTATIVE'S TITLE: President & CEO

AUTHORIZED SIGNATURE:  _____

DATE: 3-20-2024

Project Understanding

The Hunden Partners Team, composed of environmental consulting and engineering firm WSP, architects with Convergence Design, urban design and planning experts with TBG Partners, and visual stakeholder engagement experts with Ink Factory (Hunden or Team), is pleased to respond to the City of Manor's (City or Client) request for proposals for a market demand, financial feasibility, and economic impact study of a mixed-use development (Project) in Manor, Texas. The Project is imagined to be an entertainment and lifestyle district potentially anchored by uses including youth sports, an arena, concert and/or entertainment venues, destination retail and eater-tainment mixed-use assets, performing arts center, hotel/hospitality, and others.

The City recently purchased the 236-acre parcel (Site) located on US290 at the epicenter of the eastern growth corridor of Manor's expansion, and is eager to understand the highest and best use of the site that will present the greatest return on investment, taking into consideration the regional context in which Manor finds itself. The City's proximity to Austin is a significant asset, yet the community experiences difficulty in attracting and maintaining residents due to a lack of amenities and resources typically found in major metro suburbs. Nearby manufacturing plants for Tesla and Samsung, along with a Whole Foods distribution center, have positioned Manor with opportunities to invest in quality-of-life enhancements that will help retain the large population of workers who travel to and through Manor on a daily basis.

Hunden's study will begin with a high-level market overview of the highest and best use of the Site, including consideration for all potential uses outlined by the Client in the RFP. As part of the economic and demographic analysis, Hunden will consider the previous existence of Manor Downs and Manor's position as an entertainment/concert destination, along with the possibility of recreating/reimagining Manor Downs on the Site.

Hunden will then complete preliminary analyses of the top 8 - 10 uses to narrow in on those that present the greatest opportunity in Manor. Primary market opportunity analyses will then be completed for the top 3 - 4 uses. These will make up the key facilities/venues in Hunden's mixed-use recommendations. WSP, Convergence Design, and TBG Partners will collaborate to determine site considerations, optimal layout and high-level designs, and cost estimates of the Site and mixed-use elements. Once we have confirmed the supportable mix of uses, Hunden will create demand and financial models to show projected performance for each use. The study will conclude with an economic, fiscal and employment impact analysis to show the projected return on investment to the community in terms of jobs, new spending and tax revenues generated by the Project.

Hunden has assembled a robust team capable of assessing all aspects and phases of the Project, including land use considerations, infrastructure, site issues related to size/access/parking, concept layouts, and landscape architecture, among others. As a team, we understand the most efficient layout and development cost elements of successful mixed-use districts. Without these details, it is difficult to understand the cost side of the feasibility equation, as well as the layouts/concept designs and other elements critical to understanding "what you get" for the investment. *Unlike a team composed of developers and related development team members with the goal of developing this parcel, the Hunden Team is able to conduct an unbiased analysis of the Project's potential and recommend the ideal mix of uses for the City, rather than for the developer. We are also able to guide the City through each phase*

of the development process, from the study, design process and planning to developer solicitation and shovel-in-the-ground.

Current Team Experience in Manor. Hunden Team member TBG is currently engaged with the City of Manor on a downtown planning process. The City of Manor is at a crossroads, and TBG Partners is helping ensure that the City's downtown area charts a path forward, realizing its potential within the fast-growing Central Texas region. In the initial discovery process of TBG's downtown plan efforts, it became evident that Manor lacks any signs of a growing downtown hub. This absence of vibrancy presents a significant opportunity to capitalize on its blank canvas, opening doors to development opportunities that would otherwise be unattainable.

To understand Manor's vision and goals for the downtown area, TBG conducted a visioning workshop with the Mayor and City Council. The workshop helped set a foundation for what the most urgent needs are, established our understanding of the community's vision, and formulated an economic development strategy that will help Manor ride the wave of growth in their quadrant of the region.

Hunden will collaborate with TBG to understand how the downtown plan is evolving in alignment with the plan for the Site. In order to make sure efforts are not unnecessarily duplicated during both of these processes, Hunden and TBG will track various stakeholder engagement efforts and industry-relevant interviews and research for the Site's use. It is our Team's goal that the downtown plan and the Project site are developed with congruency at their core, so that Manor does not become a disjointed destination, but a hub of synergistic assets and authentic spaces.

Scope of Work

Hunden has organized our scope of work into ten primary tasks. We have divided our scope into sections and noted the corresponding RFP “Part” outlined by the Client in the Scope of Services.

Parts 1 – 2: Kickoff and Existing Conditions

- Task 1 – Project Kickoff and Orientation
- Task 2 – Site Overview: Opportunities and Constraints
- Task 3 – Economic, Demographic and Tourism Analysis

Part 3: Market Opportunities Analysis and Recommendations

- Task 4 – High-Level Market Opportunities Analysis
- Task 5 – Preliminary Mixed-Use Market Analysis: 8-10 Concepts
- Task 6 – Primary Mixed-Use Market Analysis: 3-4 Concepts
- Task 7 – Recommendations

Parts 4 – 7: Layouts, Financial Feasibility and Impact

- Task 8 – Preliminary Designs, Layouts and Cost Estimates for Three Scenarios
- Task 9 – Demand and Financial Projections
- Task 10 – Economic, Fiscal and Employment Impact Analysis
- Task 11 – Funding Strategies, Partnership Opportunities and P3 Best Practices

Task 1: Project Kickoff and Orientation

During the project kickoff, members of the Hunden Team will meet with City leadership to confirm the goals of the study and other contextual issues related to the Project. We will perform the following orientation and due diligence-oriented tasks:

- Meet with and obtain information/data from representatives of the Manor Economic Development Council, City of Manor, economic development officials, and other key stakeholders as appropriate.
- Tour the 236-acre Project site and surrounding areas, as well as projects and planning efforts currently underway in the area to better understand the surrounding land uses as they relate to potential uses of the site.
- Review previous plans and documents related to the Project and all other support materials, as available.
- Gather and review relevant economic, demographic, tourism and other data.

Comprehensive Engagement Approach. To ensure the effective engagement of key stakeholders and potential developers throughout the study, we will conduct multiple in-person and virtual meetings, one to two (1-2) of which will include live visual notes specialist Ink Factor. This approach provides a forum for engaging key stakeholders whose input can influence the positive direction of the study, along with promoting efforts to advance the City of Manor's interests and to build consensus for a study with early realistic goals and directions.

Task 2: Site Overview – Opportunities and Constraints

Before beginning market research, the Hunden Team will conduct a thorough analysis of the Site. The City has already prepared a Phase I Environmental Site Assessment, flown topography and had a metes and bounds survey prepared. An assessment of the Site that is at the right level for conceptual planning provides a catalyst for our team to explore alternatives for creating value consistent with Manor's values. Our approach to cataloging, identifying and mapping allows for different questions to be asked and scenarios to be considered with a modern GIS platform, layers and data attributes—an innovative approach that achieves more than a base map alone. A GIS inventory of Site features and challenges efficiently and expeditiously supports identification of what could preclude certain development activities. This information will help guide the development of plan options. During Task 2, the following will occur.

Hunden will profile the following elements related to Project and site history:

- Profile the existing developments on or near the site and their performance to-date (as available); document current site conditions of the identified plot; review the location, development plan, development program by use, proposed financing and budgets (sources and uses), public investment (if any), and any estimated infrastructure costs, drawings and plans.
- During the kick-off, the Hunden Team will review all of the proposed Project site details and materials completed to-date with the Client.

WSP's site assessment may include:

- Incorporate boundary survey
- Assess and map Site hydrology
- Document encumbrances, covenants or restrictions
- Determine availability and capacity of utilities
 - Wet utilities: sewer, water, recycled water, storm drain, fuel oil lines
 - Dry utilities: electrical, natural gas, communications/fiber optic, cable TV
- Characterize topography, soils and geotechnical conditions
- Identify biological, agricultural, mineral and cultural resources
- Document any known hazards and hazardous materials
- Map and document transportation facilities and access
- Incorporate policy and regulatory directives
- Document regional context
- Prepare comprehensive base map

Further detail on each of the above tasks by WSP can be provided upon request. All of the above tasks may not be necessary to the analysis at this time. The exact scope for the site assessment will be determined in negotiations with the Client prior to contract authorization and in-person site visit.

Tasks 3: Economic, Demographic and Tourism Analysis

Hunden will evaluate the Project site area and Manor's position as a center of economic activity, related to resident population and growth, business location and growth, accessibility, and as a destination for visitors. This analysis will provide a realistic SWOT assessment for the local and regional area. Among the data gathered and analyzed will be:

- Geographic attributes, accessibility, and transportation links,
- Trends in population growth and income, and other demographic information,
- Corporate presence, major employers and any significant recent or likely future changes,
- Nodes of restaurant, retail, and commercial development growth, and
- Tourism drivers and assets relevant to the community and potential development of the site.

Hunden utilizes the latest market data, visitor origin data, demographic data, psychographic data, and other resources to determine a comprehensive view of your marketplace.

While we do not want to give any concrete recommendations prior to completing the analysis, the Hunden Team has put thought to, and preliminarily identified, the following opportunities and challenges for the Site:

Opportunities:

- Adjacent to US 290 and close to SH 130 toll road
- Destination entertainment, recreation and water uses
- Extraordinary primary employment growth
- City with a clear vision and knowledgeable team
- Affordable and attainable housing

Challenges:

- Flood zone
- Infrastructure needs, costs and risk allocation
- Funding and financing tools
- Regional market competition
- Retail leakage

The above, among many other potential opportunities and challenges, will be examined in greater detail throughout the study process.

Task 4: High-Level Market Opportunities Analysis

Hunden will conduct a high-level market asset opportunity analysis for each of the destination and mixed-use district market segments identified in the RFP. This preliminary analysis will inform which project types should be studied in-depth in future tasks. Some uses may be ruled out without significant market analysis based on Hunden's historical knowledge of the segment's strengths and weaknesses, suburban destination keys to growth and retention, and other factors. The following segments will be considered at a high level:

- Performing arts center/theater
- Convention/conference/event center
- Hotel(s)/hospitality
- Concert venue/amphitheater
- Office/shared workspace
- Mixed-use residential condo or leasehold
- Affordable housing
- Youth and/or adult amateur and/or professional sports arena/complex
- Indoor/outdoor sports and entertainment venues including ball sports, bowling, movie theater, arcade, amusement or family fun center, games, sating, battling, gymnasium, sip line, climbing or other athletics facility
- Water sports or snow sports offerings

- Theme park, waterpark, lagoon or related attraction
- Golf course/lodge, driving range, golf entertainment complex
- Destination retail, eater-tainment, and unique adult beverage offerings including winery, brewery, or distillery
- Non-branded authentic entertainment and/or attraction offerings
- Branded entertainment/eater-tainment offerings
- Outdoor activated space and water/natural/eco-friendly/sustainable features
- Private educational facility
- Major healthcare facility/business campus/corporate headquarters
- Structured parking

Market Supply. After a preliminary consideration of all of the above market uses, Hunden will provide an overview of the current supply of product and offerings for approximately 12-15 of the above market segments identified by the Client, address the character of supply, and gather performance and visitation data as appropriate and necessary to inform the analysis. Each assessment may identify product gaps in Manor and point towards the strengths, weaknesses, and opportunities for Manor to expand its development offerings. Based on findings from this research, Hunden will identify the top eight to ten concepts for further study in Task 5.

Task 5: Preliminary Mixed-Use Market Analyses – 6-8 Concepts

This analysis will build upon findings in Task 4, with further analysis of each of the potentially viable commercial market uses identified in the initial high-level study, up to eight.

Hunden will complete a separate market analysis for each of the eight to ten identified uses. Each of the analyses will include the following research efforts and conclusions, as relevant and necessary.

Industry Trends. Hunden will cover the trends that influence how and where people want to live, stay, work, shop, eat/drink, and be entertained as part of those experiences, and how recent macro events have shifted these trends. In addition, Hunden will cover key drivers of demand, financial realities, including typical metrics and cap rates, and others, as relevant.

Market Performance. Supply, Demand, Rates, Absorption, and other key metrics of the Manor market, in time-series charts and data tables, using CoStar and other analytical tools. Hunden will include a map of area submarkets and key nodes of asset clusters.

Submarket Performance. Supply, Demand, Rates, Absorption, and other key metrics of the Project site submarket, in time-series charts and data tables, using CoStar and other analytical tools.

Competitive Set Identification & Performance. Profiles of leasable spaces or developments (location, size, quality, age rates, vacancy), absorption and time-series of performance. A competitive set supply map will profile location and consider nearby supportive uses, such as residential, hotels, event facilities, office clusters, attractions, and other support/demand generators.



Proposed and Under Construction Projects. Hunden will profile the relevant projects underway or imminent in the greater-Austin area and consider those as part of the future competitive set absorption dynamic.

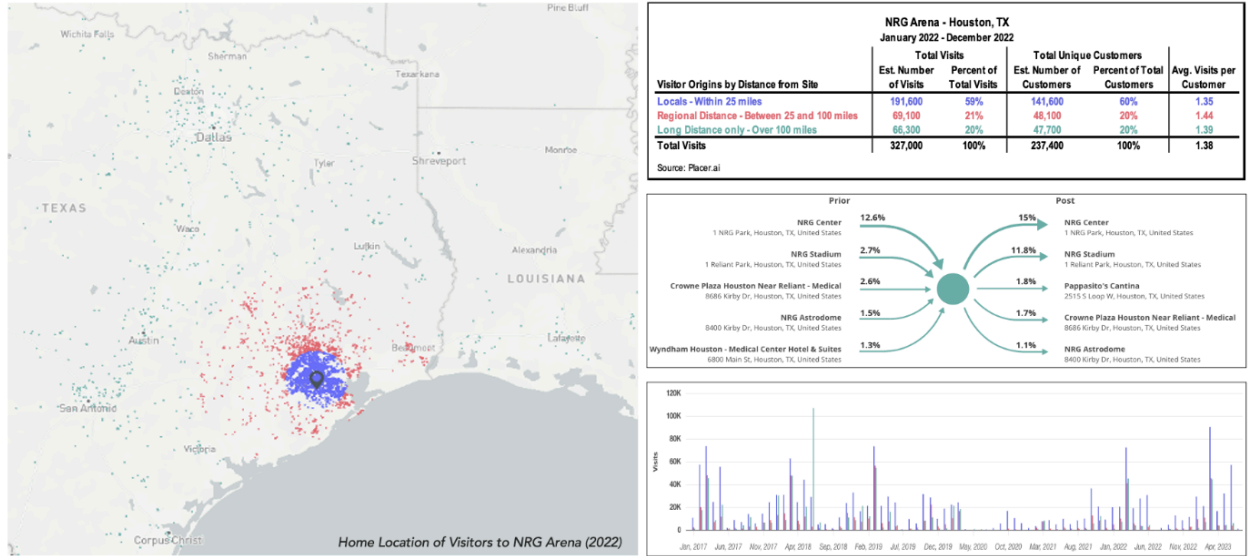
Based on the findings at the conclusion of this task, Hunden will determine the top three or four anchor concepts that will be analyzed further in Task 6.

Task 6: Full Mixed-Use Market Analyses – 4-6 Concepts

This analysis will build upon findings in Task 5, with in-depth analyses of each of the viable commercial market uses identified in the preliminary analysis, up to six. These are the uses that will anchor the development and make up the core features of Hunden’s recommended scenarios.

Hunden will complete a separate market analysis for each of the three to four uses identified at the end of Task 5 (e.g. performing arts center, boutique hotel, arena, etc.). Hunden will collaborate with WSP, Convergence Design, and TBG Partners throughout this task in order to assure synergy between key facilities/venues and the supporting mixed-use environment as a whole. Each of the analyses will include the following research efforts and conclusions, as relevant and necessary.

Geofencing research technology. Hunden will study customer origin and traffic analytics for retailers, restaurants, hotels, and other relevant businesses. This information will be used to understand the possible impacts of new restaurant, retail, office, hospitality, and sports and entertainment space, among others, in Manor and project how the development will perform. The following visuals illustrate our capabilities.



Interviews. Hunden will interview local brokers, hoteliers, facility management, event and entertainment promoters, league operators, tournament facilitators, and others in the marketplace as appropriate to understand the nuances moving the market. Hunden will work to determine what product(s) could thread the needle to improve the market’s offerings and achieve rates that will support development costs. Often, new, unique product can significantly outperform existing stock if there is a gap in quality, age, location, etc. that could induce new demand and higher rates to the submarket.

Case Studies. Hunden constantly seeks to learn from best practices and the evolution of successful (and non-successful) sports/entertainment anchored-mixed-use and district developments around the U.S. to understand what to include, what to avoid and ‘how’ to design and program a successful mixed-use district.

Hunden will review relevant similar mixed-use projects developed for similar-sized areas and markets to understand what has worked in other places. Hunden will focus on those in markets with comparable characteristics to those of the Project site and Manor. These case studies will focus on developments that contributed to defining the respective city/county/location’s sense of place.

Hunden will consider the following data points as available:

- Location,
- Size,
- Anchor venues and district components,
- Performance (as available),
- Events and programming,
- Critical factors to success or failure, and
- Others, as appropriate.

These will be profiled, and implications discussed. The results will provide the Client with lessons learned and best practices which address the critical elements of success or failure for place-shaping developments.

Task 7: Recommendations

Considering the analysis, the Hunden Team will make recommendations for the optimal mix of use types, including quality, sizing and other key factors, for the Project. This will not only be based on the existing market, but also on the market that the Client is looking to attract with the development of the Site. This may include all or some of the three to four major anchor facilities/venues analyzed in Task 6. Hunden will provide development scenarios by type of anchor use, followed by the surrounding mix of supporting uses such as retail, restaurant, walkable environment, outdoor activation, and others.

There will be a total of three (3) optimal scenarios that will proceed to the layouts, projections, and modeling stage.

Task 8: Concept Designs, Layouts and Cost Estimates for Three Scenarios

Once physical program recommendations for the Project elements are determined, design professionals with Convergence Design will estimate high-level construction costs for the recommended scenarios and create layouts for the overall site plans for the top three (3) development scenarios, including a **primary scenario** and **two alternate scenarios**. Convergence Design will develop recommendations for the key facilities/venues within the district (e.g. sports complex, hotel, residential, entertainment venues, etc.) and

incorporate the venues into an overall layout for the district. TBG will support considerations for walkability, landscape, and other synergistic factors critical to district success.

Task 9: Demand and Financial Projections

Hunden takes an internal iterative approach to refine recommendations, scenarios, and financial modeling. At the conclusion of the in-depth market research and analysis and after internal iterations of scenarios, Hunden will provide the Client with recommended scenarios with various levels of public and private investment. This keeps the Client engaged throughout the study process, allowing the demand and financial projections and impact projections to be informed by market realities.

Hunden will comprehensively research and explain the market area's demand for the top one to two (1-2) recommended development scenarios over the next ten years using the best available data and employing appropriate research from the prior tasks to provide a robust understanding of the demand for each use. Our approach and data presentation will align with industry-standard reporting for private sector real estate (hotel, commercial, residential) demand modeling.

Hunden will conduct a demand model, including a penetration analysis. This will then lead to assumptions that will be used to determine the detailed financial projections for each use. These will include major line-item detail of revenue and expense for each component, which will then result in net operating income (NOI) that will support debt service. Hunden will present projections from each component and then combine these results into a mixed-use financial projection.

In order to determine financial feasibility, the net operating income must be shown against a development cost. Hunden will show the supportable equity and debt that the net cash flows support. We will also run a discounted cash flow analysis to show the perspective an appraiser for a bank would utilize to determine DCF valuation. From these financial analytics, the feasibility will be determined. If there is a feasibility gap, the modeling from Hunden will determine the amount and what key items led to the gap (costs, absorption, rents, etc.).

Task 10: Economic, Fiscal and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the top one to two (1-2) recommended development scenarios.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is spending that is new to the community due to new residents, visitors to retail/restaurant, new employees in offices and other spending impacts associated with the development. The model will consider net new recaptured and induced spending only (versus gross spending) to ensure that substitution spending is netted out of the impacts. Spending categories primarily include food/beverage, retail, transportation, lodging and entertainment/other. The net new and recaptured spending is considered to be the **Direct Impact**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the City due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Task 11: Funding Strategies, Partnership Opportunities and P3 Best Practices

Based on similar case studies, best practices and interviews with key stakeholders, Hunden will provide the City with funding strategies to support the proposed Project for long-term use. This will be done for the top one to two (1-2) recommended Project scenarios. Hunden will work simultaneously on operations/maintenance, funding, and site/program size. We will provide examples of formats and structures used by other agencies around the country, as well as inventory examples of funding structures that have been successful to construct and operate similar districts in the region and across the country.

Hunden will also evaluate the local, state and federal funding options as identified by the Client to determine the optimal solutions/options that also support the Project's feasibility. Hunden has extensive experience with Texas-specific incentives, and has advised clients on their use in Dallas, Fort Worth, Corpus Christi, and many smaller communities. Hunden will consider Project Finance Zone incentives, 10-year state Hotel Occupancy Tax and sales tax rebate opportunities, Chapter 380 Agreements, Municipal Management Districts, Tax Increment Reinvestment Zone, and others, as relevant. Additionally, Hunden will provide best practices and lessons learned for P3 structures, strategies and formats used by other agencies around the country to implement similar developments.

Milestones and Touchpoints

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery** – Members of the Hunden key personnel team will travel to Manor to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, a site tour, and tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a ‘circle-back call’ with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market Findings Presentation** – At the completion of Task 7, Hunden will present a PowerPoint-style deliverable of market findings electronically to the Client. This will include our recommendations and scenarios as appropriate.
- **Draft Analysis Deliverable** – Hunden will complete all financial and impact modeling elements of the scope of work and compile the results into a PowerPoint-style draft analysis of its financial outputs, which will be presented to the Client electronically for review and comment. Included in the Draft Analysis will be preliminary site layouts, and cost estimates for the top two scenarios (primary and alternate).
- **Final Analysis Deliverable** – After receiving comments from the Client on the draft analysis, Hunden will issue its final PowerPoint-style analysis, including revised projections as necessary and revised site layouts and designs for the primary and alternate scenarios.



CITY OF MANOR REQUEST FOR PROPOSALS:

MIXED-USE SPORTS/ENTERTAINMENT

DEVELOPMENT FEASIBILITY STUDY

Proposal Reference Number: 2024-10

Project Title: East Manor Development No.1

Mixed-Use Feasibility Study

Proposal Closing Date: March 22, 2024 at noon.



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BACKGROUND INFORMATION

The City of Manor, Texas, a home-rule municipal corporation (the “City” or “Manor”), is issuing this Request for Proposals (RFP) with the intent of awarding a contract for the purchase of services contained in Section I, Scope of Services.

Located in east Travis County and situated along US Highway 290 East, the City has experienced unprecedented growth over the past twenty years. Since incorporation in 1913, Manor has grown from 282 acres to 6,228 acres, or 10 square miles today. In that time the population has increased to an estimated 20,000+ with almost all that growth occurring since the year 2000 when Manor’s population was 1,204. Manor continues to attract new residents at an ever-increasing rate, with 4,000 new home permits issued in the past five fiscal years and over 2,000 apartments constructed and more seeking permitting. Per commercial consultant, The Retail Coach, Manor’s surrounding 5 mile demographic ring contains 95,092 residents as of 2023, with an average household income of \$102,118.

Manor is situated on the eastern edge of Austin, Texas along the high-volume north-south TX-130 toll road, just 6 miles north of Tesla’s Gigafactory employing 20,000 professionals, 6 miles east of the Samsung Austin chipfab employing 10,000, and 10 miles from the first of several Samsung chipfabs being built in Taylor, the first opening in 2024 and employing 2,500. Vendors and suppliers to these businesses, like Applied Materials, US Farathane, HBPO Plastic Omnium, Wonik, Lone Star Electric, and CelLink, to name a few, are also locating or have located to this area creating thousands of additional employment opportunities.

To capitalize on the area’s need for sports, entertainment and recreation opportunities, the City purchased the subject 236 acre “East Manor Development No. 1” tract, located on US290 one mile east of FM973 and straddling Cottonwood Creek at the epicenter of the eastern growth corridor of the Manor’s expansion, using public funds in order to pursue economic development uses for 125.6 acres of the property consistent with Proposition 1 of Manor’s November 7, 2023 Bond Proposition and utilizing Certificates of Obligation for public use of 110.5 acres (the portion of the property within the FEMA 100-year floodplain per the survey below). The first step of the planned development process is to conduct a professional feasibility study (“Feasibility Study”) to determine most advantageous uses for the land, how they might be developed, and who might be the most likely partners or prospects for such strategies. The study aims to provide valuable insight and recommendations to guide the development process in collaboration with a private investor or investors, investment group, commercial property developer or a public private partnership framework.

I. SCOPE OF SERVICES

The following is an outline of the desired services to be performed. The City will consider input from respondents as to other suggested ideas for services to be considered for inclusion. Those services should be listed as optional on the submission.

- Part 1 – Complete a high-level review of existing market studies, demographics and data, growth trends and forecasts, market conditions, range of area land uses, and the City’s Comprehensive Master Plan. Organize the project team/client team, complete a site tour of Manor, a kickoff meeting with City staff, and gather demographic data.
- Part 2 – Site Analysis: Conduct a thorough assessment of the property to identify opportunities and constraints for the development including; a) buildable and unbuildable areas and available uses for each;

- b) existing encumbrances, covenants or restrictions; c) utilities availability and capacity to serve the property or needs and cost for extension (and whose burden those costs are); d) topography, soils and geotechnical investigation; e) the Phase I Environmental Site Assessment already conducted, potential or endangered species on or near the site, cultural or historical features, identify and delineate wetlands, floodplains and Waters of the US; and, f) identify transportation access to all of property including ingress/egress and any impediments.
- Part 3 - Conduct sports, entertainment and recreational use market opportunity analyses, including one or more of the following:
 - Youth and/or adult amateur and/or professional sports arena/complex;
 - Performing arts center/theater;
 - Indoor/outdoor/combination sports and entertainment venues including ball sports, bowling, movies, arcade, amusement or family fun center, games, skating, batting, gymnasium, zip line, climbing or other athletic facility;
 - Convention/conference/event center/hotel(s);
 - Concert venue/amphitheater;
 - Theme park/waterpark/lagoon development/related;
 - Outdoor activated space and water/natural/eco-friendly/sustainable features;
 - Golf course/lodge, driving range, golf entertainment complex;
 - Destination retail/mixed use project;
 - Water sports/snow sports activities and attractions;
 - Non-branded/authentic/other entertainment or attractions.
 - Retail and restaurant;
 - Winery/brewery/distillery;
 - Small entertainment/eatertainment (branded concepts);
 - Office/shared workspace/mixed use/residential condo or leasehold;
 - Affordable housing opportunities (the City has a Public Facilities Corporation so the south 76 acres may lend itself to such use where tax exemption might be available if 50% or more units comply);
 - Hotel/hospitality;
 - Private educational facility;
 - Major healthcare facility/business campus/corporate headquarters;
 - Structured parking.
 - Part 4 – Based on the buildable/unbuildable area map, make recommendations for up to 3 optimal project programs/land use development scenarios for the property including access, open space, land uses and parking; emphasize pros and cons of each scenario; differentiate between private and public development and recreation opportunities and benefits, as applicable.
 - Part 5 – Develop preliminary designs, layouts and cost estimates for each proposed development and create economic impact projections; evaluate local regulations, permitting processes and compliance



requirements for the proposed developments, application and review fees, impact fees (including water, wastewater, roadway impact, etc.); identify government and other entities with jurisdiction over the property (city, county, TxDot, Manville Water Supply, TCEQ, FEMA, etc.) and any service or regulatory issues that could affect the projects.

- Part 6 – Create demand and financial projections for the recommended developments; assess the financial viability, revenue projections and potential funding sources; generate a model to test different land use scenarios and evaluate a high-level fiscal impact analysis, estimating the residual land value and future tax revenue generated as a result of each land use option (in an Excel spreadsheet format).
- Part 7 –Gather initial staff feedback on each plan developed and incorporate into final Feasibility Study report to City Council.

II. SUBMISSION REQUIREMENTS

In order to be a considered response to this RFP, respondents are required to fill out attached Appendix A and Appendix B (found at the end of this packet) and submit along with it a response and support materials **of not more than 50 pages in total** that include, at minimum, the following information:

1. **Company Overview.** Basic information regarding the presenting firm or department including contact names and backgrounds of principals and professionals who will be involved in the project. Include the history of presenting organization and the firm’s experience in developing Feasibility Studies for this type of complex development.

1.1 Similar information for any sub-consultants or sub-contractors who will be used to complete the study.

2. **Resumes.** Provide resumes of key personnel assigned to this project.

3. **Experience.** Share at minimum 5 examples where the firm has completed an analysis of the market uses outlined in the scope of work (youth/adult/semi-pro sports complex, performing arts center, convention/conference center/hotel, entertainment and mixed-use facilities, etc.). Preference is given to examples from the last 10 years.

4. **Expertise.** Share any expertise in urban planning, real estate, economics, market analysis and financial modeling.

5. **Approach.** Describe in detail the approach or process that the firm or group will undertake with clear recommendations that will enable the City to make a sound decision.

6. **Fee.** Provide a lump-sum fee proposal for the study, inclusive of estimated research and travel expenses.

7. **Timing.** Provide a schedule and an estimated time frame for completion of the study.

DUE DATE

The proposal and any attachments should be mailed (with an electronic copy via thumb drive) to the individual



listed below (under Contact Information) and received no later than noon on March 22, 2024. It is the responsibility of the respondent to ensure that the proposal is received by Scott Jones, Director of Economic Development, City of Manor, Texas by the date and time specified above.

Late proposals will not be considered. All costs incurred in the preparation of the proposal to this RFP will be the sole responsibility of the respondent and will not be reimbursed by the City. Additionally, the City shall incur no liability for the preparation and/or submission of any letter of interest incurred by a respondent. Any conditional submission may be cause for rejection. The City operates in compliance with the Texas Open Meeting Act/Texas Open Records Act, and therefore, all submissions and resulting analysis may be subject to disclosure to the public.

KEY DATES CONCERNING THIS RFP

- Sealed Proposals Due to and Opened by the City on Friday, March 22, 2024 at 3 p.m. CST
- Evaluation of RFP's completed by Friday, April 5, 2024
- Notification of Selected Firm on or before Friday, April 19, 2024

CONTACT INFORMATION

Please address all correspondence and requests to the following individual via mail or email:

City of Manor
Attn: Scott Jones, Economic Development Director
105 E. Eggleston Street
Manor, TX 78653
(512) 364-2747
sjones@manortx.gov

QUESTIONS

Questions concerning this RFP should be addressed to Scott Jones by Monday, March 18, 2024 at 5:00 p.m. Copies of a Phase I Environmental Assessment, registered metes and bounds survey, and drone-sourced topography map can be forwarded electronically upon request. After this time, the City reserves the right to deny response to submitted inquiries. Inquiries should be submitted by email only. Follow-up conversations may be scheduled by other communications methods.

POST-SUBMITTAL

The City of Manor and/or its agents will review the RFP submissions and investigate the qualifications of the respondent and the demonstrated ability to perform satisfactorily. The City will conduct meetings with respondents if appropriate and at the City's sole discretion.

PROPOSAL EVALUATION AND CONTRACT AWARD

An award of a contract to provide the goods or services specified herein will be made using competitive sealed



proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City’s purchasing policy. The City will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the City. In determining best value, the City may weigh and consider the purchase price, the reputation of the Proposer and of the Proposer’s goods or services; the quality of the Proposer’s goods or service, the extent to which the goods and services meet the City’s needs; the past relationship with the City, the total long-term cost to the City to acquire the Proposer’s goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposer. Should the City award this contract, it shall award it to the responsible Proposer whose proposal is determined to be the most advantageous to the municipality City considering the relative importance of price and the other evaluation factors included in the request for proposals.

Evaluation of Proposals

City staff shall review and rank all responses and consultants may be selected for interviews or oral presentations as deemed necessary. City Council shall authorize City staff to make a final selection or City staff shall make a recommendation to the City Council for final selection. The City makes no commitment to any respondent to this RFP beyond consideration of its written response.

Emphasis	Factor
20%	Background qualifications and relevant experience of firm and personnel.
25%	Past performance and service on similar assignments/projects.
30%	Proposed approach to completing the project objective/scope of work;
15%	Technical qualifications of staff actually involved in the project;
10%	Pricing.



Appendix A – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix A must be included in the proposal submittal
- _____ Appendix B - Conflict of Interest Form must be included in the proposal submittal.
- _____ HB 89 Verification Form
- _____ Form 1295 Certificate of Interested Party must be submitted with TEC and included in the proposal submittal
- _____ Confidentiality/Non-Disclosure Agreement
- _____ Cooperative Governmental Purchasing Notice

All proposals submitted to the City of Manor shall include this page with the submitted Proposal.		
RFP Number:	2024-10	
Project Title:	Mixed-Use Sports/Entertainment Feasibility Study	
Submittal Deadline:	March 22, 2024 at 3:00pm	
Proposer’s Legal Name:		
Address:		
City, State & Zip		
Federal Employers Identification Number #		
Phone Number:		Fax Number:
E-Mail Address:		
<u>Proposer Authorization</u>		
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>		



Appendix A – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Scope of Work

A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services.

2. Cost of Proposed Products and/or Services

A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. Pricing shall be based at a rate for providing services consistent with the Project Scope of Work.

3. Proposer’s Qualifications

A. Past Projects: List of 5 previously completed studies per use type, resumes of key personnel, and any additional information the proposer deems necessary.

4. References

Proposer shall provide three (3) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	



Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to



purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer’s employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the City Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer’s vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that Proposer holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.



3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Proposer is also required to comply with any Professional Liability Insurance requirements set forth by the laws of the State of Texas. Failure to do so will result in a “non-responsive” designation for the bid.

- B. **Indemnification:** Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys’ fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.



**GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF MANOR, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of (*Vendor Name*), (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

General Public Rideshare Management Services

Payment Provisions. The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Section 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No ex-parte communication during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex-parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a



formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with Other Laws and Certification of Eligibility to Contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.



Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgment of the provision within the contract.



Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code §2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270 of the Texas Government Code, as amended, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. 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. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than



\$100,000.

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly owned subsidiaries, 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.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, 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. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

Anti-boycott Energy Companies Verification. Vendor 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 Contract. 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).

Antidiscrimination of a Firearm Entity or Firearm Trade Association Verification. Vendor 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 Contract. 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.

CITY OF MANOR, TEXAS

Vendor

By: _____

By: _____

Scott Moore, City Manager

Name: _____

Title: _____

Date: _____

Date: _____



Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor, City Council Members and City Manager;
2. Board and Commission members and appointed members by the Mayor and City Council; and
3. Department Directors of the City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the City Secretary. *The Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

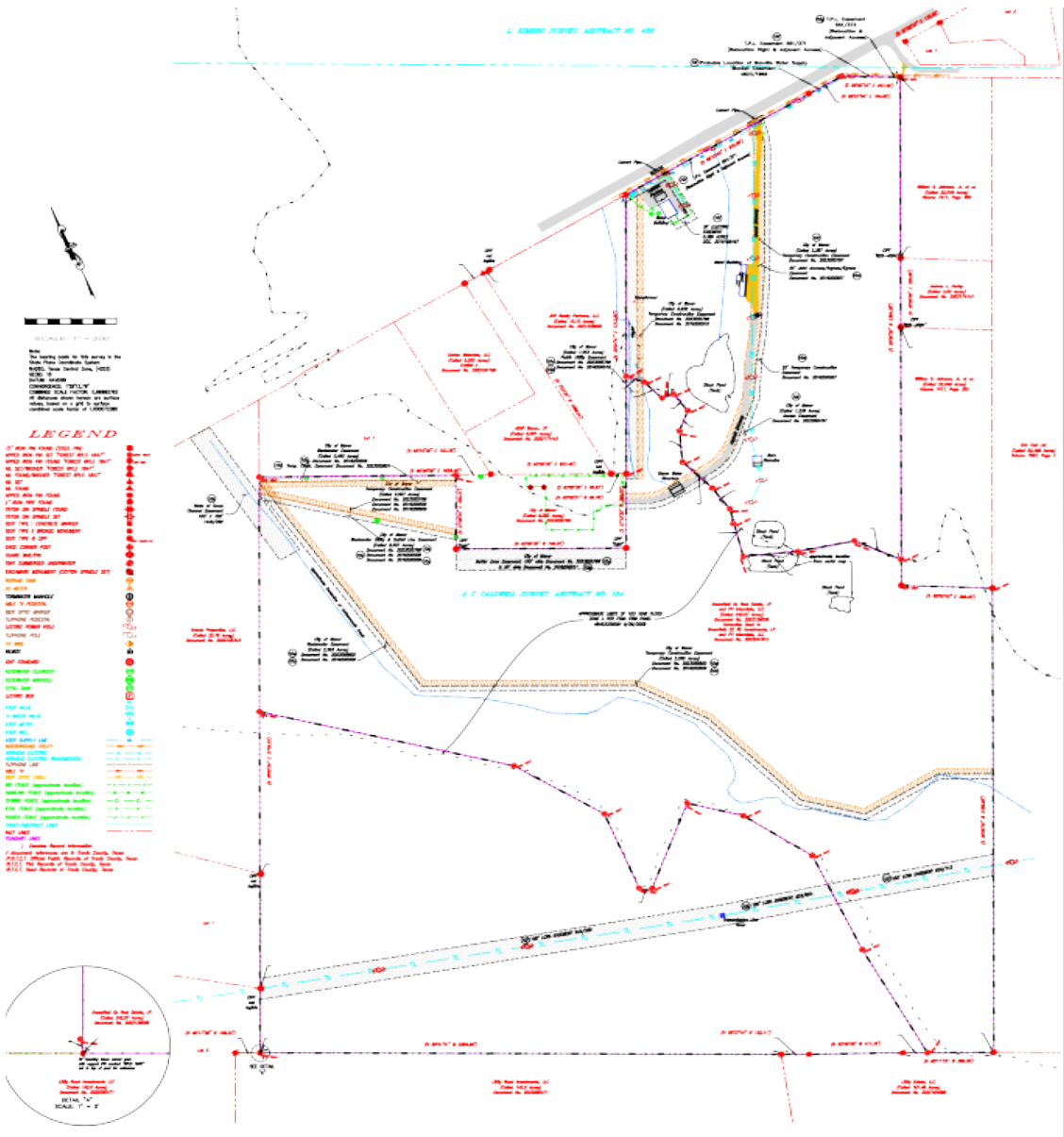
(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

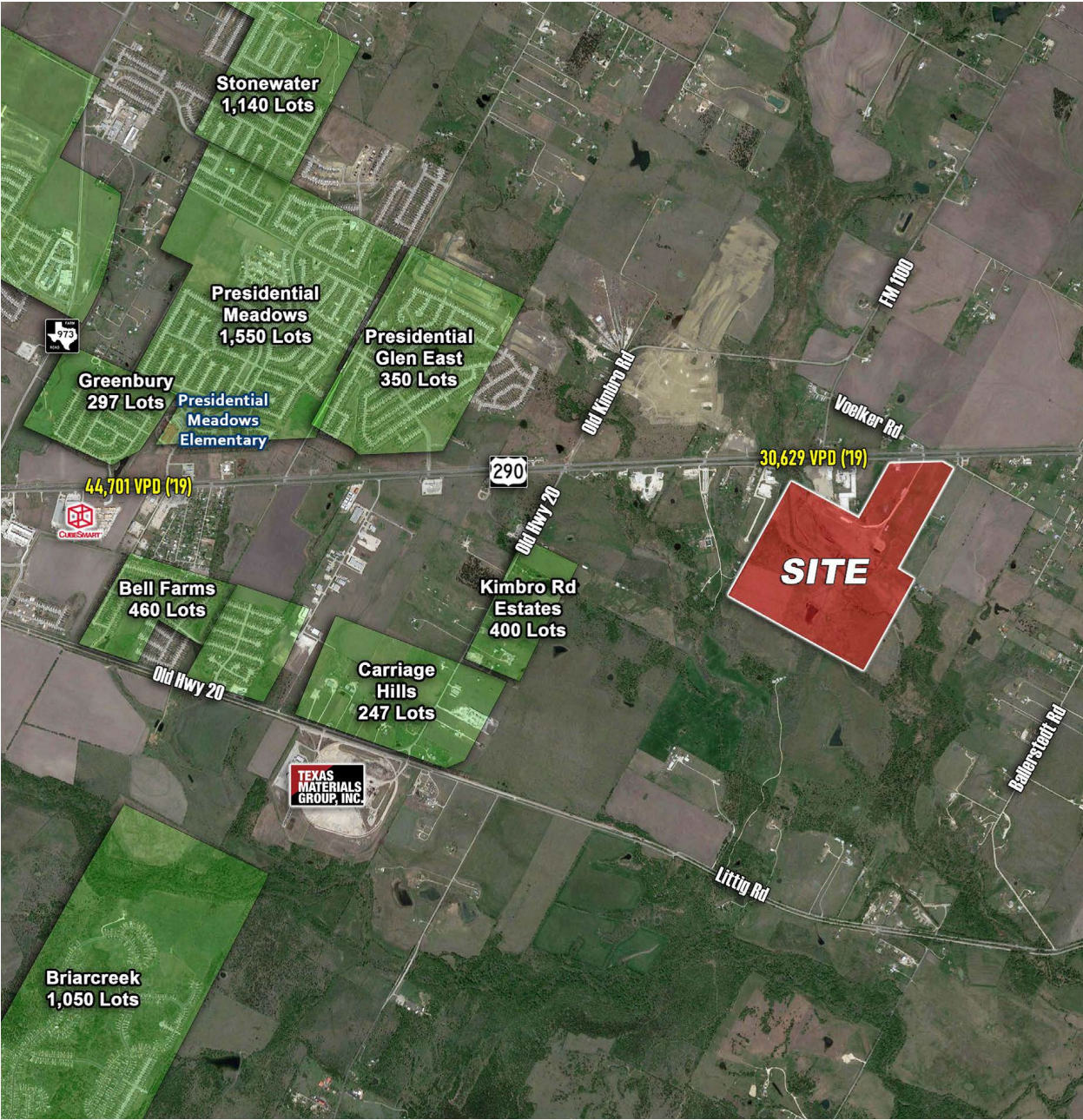
- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



NOTICE TO CONTRACTOR: This map was prepared by Forest Surveying & Mapping Company, Inc. (FSM) based on data provided by the client. FSM is not responsible for any errors or omissions in the data provided. The client is responsible for the accuracy of the data provided. This map is for informational purposes only and should not be used for any other purpose. The client is responsible for the accuracy of the data provided. This map is for informational purposes only and should not be used for any other purpose.

NOTICE TO CONTRACTOR: This map was prepared by Forest Surveying & Mapping Company, Inc. (FSM) based on data provided by the client. FSM is not responsible for any errors or omissions in the data provided. The client is responsible for the accuracy of the data provided. This map is for informational purposes only and should not be used for any other purpose. The client is responsible for the accuracy of the data provided. This map is for informational purposes only and should not be used for any other purpose.

<p>The undersigned does hereby certify that this survey was made on the ground and that the property is legally described herein, under the jurisdiction of the State of North Carolina, and that the same is in accordance with the provisions of the laws of the State of North Carolina, and that the same is in accordance with the provisions of the laws of the State of North Carolina, and that the same is in accordance with the provisions of the laws of the State of North Carolina.</p> <p>Survey Date: November 15, 2023</p> <p><i>[Signature]</i></p>	<p>Forest Surveying & Mapping Company 1012 1/2 Street, Egarville, NC Phone: 757-210-5323 www.forestsurveying.com 7894 S. 89th St., Raleigh, NC 27613</p>	<p>I hereby certify that the property described herein is within a specific land interest area (State or) as identified by the Federal Emergency Management Agency. That interest boundary was created on the date shown. BLACK/WHITE information only. 4/26/2006. A Forest Surveying and Mapping Company, Inc. (FSM) survey is not included in this survey.</p>	<p>Drawing Date: November 28, 2023 Plot Area: 141.70 File #: 152017 US HWY 280-BANCK Map: 15217 US HWY 280-100 US: 15217 US HWY 280 Forest Surveying & Mapping Co., 2023</p>
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AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the allocation of city funds for ManorPalooza Expenses.

BACKGROUND/SUMMARY:

The 4th Annual ManorPalooza is a fun, family-friendly event celebrating the City of Manor and its people. This planned community event will provide our citizens and guests a variety of opportunities to engage with family, friends, and neighbors. In addition, the ManorPalooza city event brings people from all over Central Texas and surrounding areas to the city, which increases tourism and businesses.

This year ManorPalooza will have games, arts and crafts, food trucks, vendors, live music, carnival rides, photo booths, MLE: Sausage Eating Competitions, Firework Show, and more.



The City Council directed staff to bring this request back to the May 1, 2024 Council Meeting for further discussion and consideration of other resource of funding for the 2024 ManorPalooza event. This event will be held at the 236-acre parcel the city purchased in December. This venue hosted the HeliDrop Easter event on March 30th. Having an the opportunity to showcase the city’s ability to host a regional event, provide the citizens and guests with a hometown experience. The 2024 Palooza event is anticipating 5,000 people to attend the two-day event. Through our current and future partnerships, we are looking to create a family-friendly atmosphere that will build a sense of community and traditions for the region.

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Yes

PRESENTATION: No

ATTACHMENTS: Yes

- ManorPalooza Projected Expenses
- 2019 Palooza Event Budget spreadsheet

STAFF RECOMMENDATION:

The city staff recommends that the City Council direct the City Manager to report back in June on the final event expenditures that qualify for Hotel Occupancy Tax funds to be disbursed.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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4th Annual ManorPalooza

Item 13.

Category	Expenses	Price	Quantity	Total
Stage Entertainment	Music Shows	\$15,300.00	1	\$15,300.00
Stage Entertainment	Kids Show	\$1,854.00	1	\$1,854.00
Marketing	Videographer & Photographer	\$2,000.00	1	\$2,000.00
Marketing	Magazine & Digital Ads	\$590.00	1	\$590.00
Marketing	Magazine & Digital Ads	\$1,070.00	1	\$1,070.00
Marketing	Townsquare Media	\$9,480.00	1	\$9,480.00
Marketing	Banner, Pole Flags, Signs	\$3,000.00	1	\$3,000.00
Marketing	Printing Materials, T-Shirts, Swags	\$5,000.00	1	\$5,000.00
Attraction	Arcade Gaming	\$750.00	1	\$750.00
Attraction	Bouncy Houses	\$7,000.00	1	\$7,000.00
Attraction	Kids Zone	\$10,000.00	1	\$10,000.00
Attraction	Fireworks	\$20,000.00	1	\$20,000.00
Attraction	MLE: Sausage Eating Contest	\$15,500.00	1	\$15,500.00
Rentals	2 Tents, 8 tables & 64 chairs	\$4,588.22	1	\$4,588.22
Rentals	34x24 Stage with PA	\$13,000.00	1	\$13,000.00
Rentals	Portable Restroom & Handwashing Station	\$4,554.00	1	\$4,554.00
Rentals	Barricades - 3,600'	\$5,263.82	1	\$5,263.82
Travel	Hotel Reservations	\$1,000.00	1	\$1,000.00
Safety	Crowd Security, Alert, Communication	\$6,000.00	1	\$6,000.00
Miscellaneous	Supplies	\$5,000.00	1	\$5,000.00
				\$0.00
			Total	\$130,950.04

Event Deficit \$11,000.00

Event Sponsors

- Keep Manor Beautiful
- Frontier Bank of Texas
- GBA
- Samsung
- Bluebonnet
- Lone Star Drafts/The Grand Lady
- Texas Disposal System
- Ideal Signs
- City of Manor Economic Development
- Independent Financial
- Club Car Wash
- Oncor
- Bank of America



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: May 1, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

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.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT: Yes
PRESENTATION: No
ATTACHMENTS: Yes

- Draft Ordinance
- Exhibit A – City Council Compensation Tier
- Exhibit B – City Council Compensation Plan
- Exhibit C – City Council Monthly Report

STAFF RECOMMENDATION:

The city staff recommends that the City Council discuss and provide direction to city staff regarding amending Ordinance No. 724, establishing compensation for the Mayor and City Council, and a structured policy and procedures process.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS 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; 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. 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 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 the earlier to occur of _____ days of the effective date of this Ordinance or within _____ 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 to 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. 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 _____ days of the determination.

(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 ~~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~~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 (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
			*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event,
<u>IV</u>	<u>\$875</u>	<u>\$625</u>	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
<u>Total</u>	<u>\$3,500</u>	<u>\$2,500</u>	

ORDINANCE NO. 724

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Exhibit B
City Council Compensation Plan

ORDINANCE NO. 724

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Exhibit C
City Council Monthly Report

Manor City Council Compensation Plan

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 (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 TML Annual Conference, Policy Summit, or other large TML event, <u>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 provide</u> an update to City Council is a requirement
Total	\$3,500	\$2,500	

| _____

|

Committee Commitments

Committee Name	Description	Meeting Schedule

- Meeting schedule should list if 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: _____

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 (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 TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours</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 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

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 (Quarterly- October, January, April, July)
	* Request budget funding as necessary

Committee Meetings (minimum of 2 and Chair of 1)

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

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 TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2)

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

Other

Type	Date	Description

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

TIER 4

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

Regional Meetings

Group Name	Date	Description

Other

Type of Meeting	Date	Description

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