



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

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## City Council Regular Meeting

Wednesday, December 18, 2024 at 7:00 PM

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

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### AGENDA

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

**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**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 designated area prior to the meeting.*

**PUBLIC HEARINGS**

- 1. Conduct a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land within the City and the City's extraterritorial jurisdiction.**

*Submitted by: Scott Jones, Economic Development Director*

- 2. Conduct a public hearing on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.**  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 3. Conduct a public hearing on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St. and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.**  
*Submitted by: Michael Burrell, Interim Development Services Director*

## **CONSENT AGENDA**

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

- 4. Consideration, discussion, and possible action to approve the City Council Minutes of December 4, 2024, City Council Regular Meeting.**  
*Submitted by: Lluvia T. Almaraz, City Secretary*
- 5. Consideration, discussion, and possible action on accepting the November 2024 City Council Monthly Reports.**  
*Submitted by: Scott Moore, City Manager*
- 6. Consideration, discussion, and possible action on accepting the November 2024 Departmental Reports.**  
*Submitted by: Scott Moore, City Manager*
- **Police – Ryan Phipps, Chief of Police**
  - **Travis County ESD No. 12 – Chris McKenzie, Interim Fire Chief**
  - **Economic Development – Scott Jones, Economic Development Director**
  - **Development Services – Michael Burrell, Interim Development Services Director**
  - **Community Development – Yalondra V. Santana, Heritage & Tourism Manager**
  - **Municipal Court – Sofi Duran, Court Administrator**
  - **Public Works – Matt Woodard, Director of Public Works**
  - **Human Resources – Tracey Vasquez, HR Manager**
  - **IT – Phil Green, IT Director**
  - **Administration – Lluvia T. Almaraz, City Secretary**
- 7. Consideration, discussion, and possible action on a license agreement for Calvary East Metro Church, located at 407 E Eggleston St. Manor, Texas.**  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 8. Consideration, discussion, and possible action on a license agreement with Shadowglen Phase 3.**  
*Submitted by: Michael Burrell, Interim Development Services Director*



## REGULAR AGENDA

- 9.** Consideration, discussion, and possible action on 5-year agreement between the City of Manor and Axon Enterprise, Inc. for the purchase of 40 Taser 10 devices for the Manor Police Department.  
*Submitted by: Ryan Phipps, Chief of Police*
- 10.** Consideration, discussion, and possible action on the 2025 Texas Youth Advisory Commission (YAC) Summit.  
*Submitted by: Scott Moore, City Manager*
- 11.** Consideration, discussion, and possible action on appointing Commissioners to serve in the Manor Youth Advisory Commission and administer the Oath-of-Office.  
*Submitted by: Yalondra M. Valderrama Santana, Heritage & Tourism Manager*
- 12.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy. 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 13.** **First Reading:** Consideration, discussion, and possible action on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 14.** Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Wastewater Service Transfer for the Manor Downs Project.  
*Submitted by: Michael Burrell, Interim Development Services Director*
- 15.** Consideration, discussion, and possible action on an ordinance designating a geographic area within the city and the City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known as Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas; Describing the Boundaries of the Zone, Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Reinvestment Zone Fund for the Zone.  
*Submitted by: Scott Jones, Economic Development Director*
- 16.** Consideration, discussion, and possible action on an amendment to the Chapter 380 Agreement, the Lexington at Boyce, with Davis Capital Investments, LLC.  
*Submitted by: Scott Jones, Economic Development Director*
- 17.** Consideration, discussion, and possible action on a construction agreement for Ring Drive sidewalk installation.  
*Submitted by: Matthew Woodard, Public Works Director*

- 18. Consideration, discussion, and possible action on an ordinance for the purpose of amending the City Council Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of the Manor Code of Ordinances to refer to the new Rules of Procedure.**

*Submitted by: Scott Moore, City Manager*

- 19. Consideration, discussion, and possible action on canceling the January 1, 2025, Regular City Council Meeting and setting a Called Special Session.**

*Submitted by: Scott Moore, City Manager*

## **EXECUTIVE SESSION**

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

- Section 551.074 Personnel Matters – Discussion of City Manager’s Employment and Municipal Court Judge Employment;*
- Sections 551.071 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the EntradaGlen PID;*
- Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel;*
- Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Agreements with Travis County Emergency Services District 12;*
- Sections 551.071, 551.087, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Project Maroon;*
- Section 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the purchase of the Zalaram LLC property at 0.789 acre tract of land;*
- Sections 551.071 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Safety; and*
- Sections 551.07, 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*

## **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.

- 20. Consideration, discussion, and possible action on the First Amendment to the City of Manor, Texas, Deposit Agreement EntradaGlen PID with Las Entradas Development Corporation.**  
*Submitted by: Scott Moore, City Manager*
- 21. Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of a tract of real property consisting of 0.789 acres, more or less, located in Travis County, Texas, plus closing costs, title insurance cost, providing for approval of the purchase and sale agreement and an amendment to the agreement; and providing for related matters.**  
*Submitted by: Scott Moore, City Manager*
- 22. Consideration, discussion, and possible action on a City of Manor, Texas Employment Agreement for Judicial Services for Municipal Court Judge for the position of Presiding Judge for the Manor Municipal Court.**  
*Submitted by: Tracey Vasquez, HR Director*
- 23. Consideration, discussion, and possible action on a City Manager Professional Services Contract.**  
*Submitted by: Tracey Vasquez, HR Director*

## **ADJOURNMENT**

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

## **CONFLICT OF INTEREST**

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

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

### **POSTING CERTIFICATION**

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

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/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](mailto:lalmaraz@manortx.gov)

AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

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

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land within the City and the City's extraterritorial jurisdiction.

**BACKGROUND/SUMMARY:**

City staff has been working with the City's consultant, Catalyst Commercial to identify the boundaries of and create TIRZ #2 for commercial properties within the City and the City's extraterritorial jurisdiction. A resolution was adopted by the City Council on December 4, 2024, calling for the public hearing and providing notice to hold the public hearing on December 18, 2024.

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

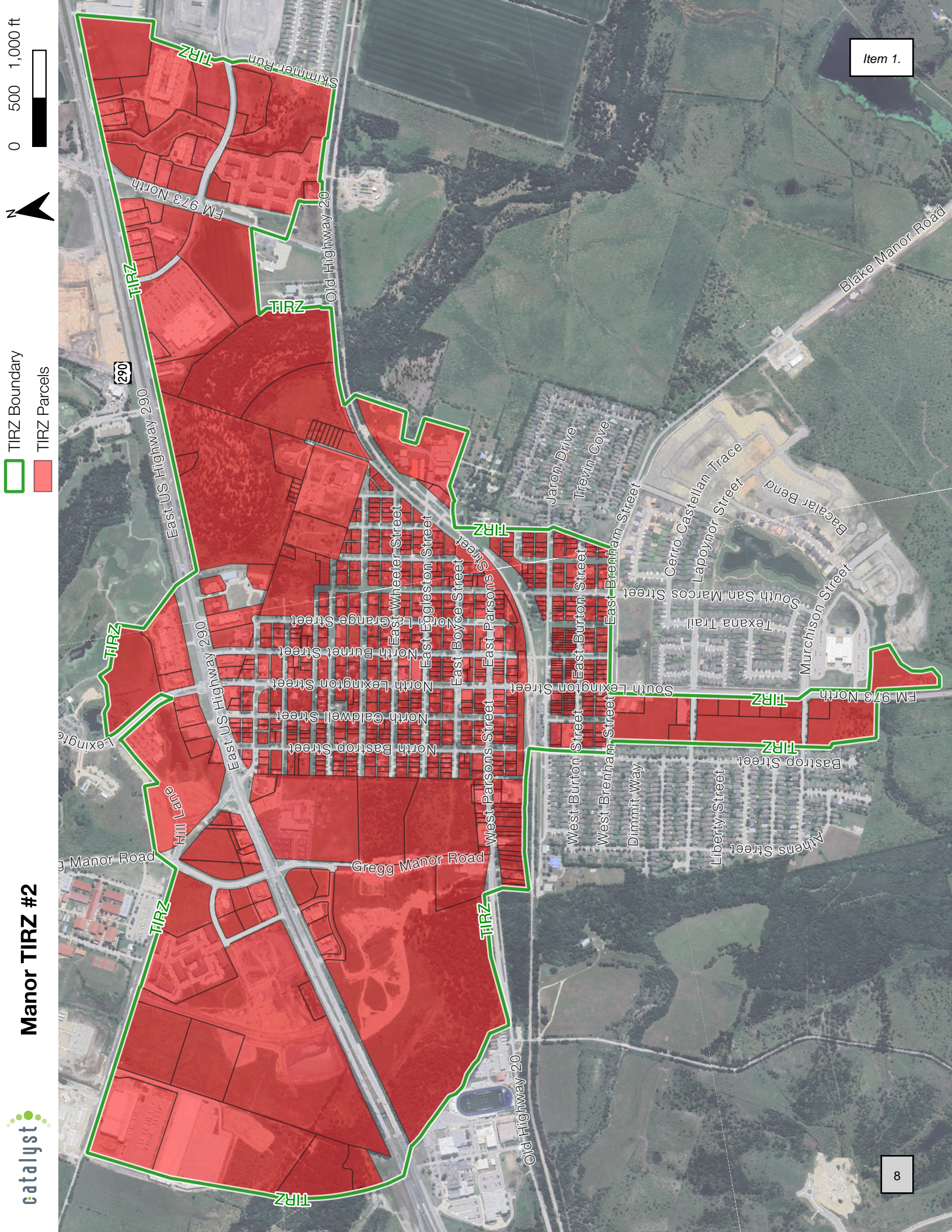
- Boundary Map and list of properties within the proposed district boundaries

**STAFF RECOMMENDATION:**

Staff recommends that the City Council conduct a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land within the City and the City's extraterritorial jurisdiction.

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Manor TIRZ #2



Travis CAD Property ID	Owner Name	Legal Description	Item 1.
962781	BUTLER FAMILY PARTNERSHIP LTD	ABS 546 SUR 40 MANOR J ABS 690 SUR 54 SANDE ABS 305 SUR 41 GILLELAND J ACR 79.6943 (1-D-1W)	
912569	TRAVIS COUNTY	ABS 546 SUR 40 MANOR J ACR 39.227	
961786	HILL LANE OWNER LLC	HILL INDUSTRIAL LOT 1	
961785	ALLEGRA AUSTIN LLC	HILL INDUSTRIAL LOT 2	
526048	MANOR INDEPENDENT SCHOOL DIST	ABS 58 SUR 38 BARKER C ACR 8.00 N TRI OF LOT 5 MANOR TOWN OF	
967181	DWYER PETER A	LAGOS PHS 4 & 5 BLK R LOT 1	
910376	SHFC MANOR LAND LLC	LOT 9 LDG COMMONS AT MANOR VILLAGE	
236828	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR 3.7846 (PRORATE 01-01-2024 - 01-16-2024)	
238743	CARBAJAL OSCAR CARBAJAL &	LOT 2 BLK 73 MANOR TOWN OF	
238795	CHAVERRIA GERMAN BRIONES &	W25FT OF LOT 7 LOT 8 BLK 51 MANOR TOWN OF	
238800	RODRIGUEZ EDDIE	LOT 1&2 BLK 52 MANOR TOWN OF	
238833	PORRAS JOHNNY & JANIE	S50FT OF LOT 6&7 BLK 39 MANOR TOWN OF	
238907	SANCHEZ DAVID M & AKSHAY PO- HEKAR	LOT 1 BLK 21 MANOR TOWN OF	
238910	OROCIO JANET LYN	LOT 3 BLK 21 MANOR TOWN OF	
238911	REYES MICHELLE	LOT 4 BLK 21 MANOR TOWN OF	
238912	CELESTINO ROCHELLA P	LOT 5 BLK 21 MANOR TOWN OF	
240863	JASMIN SHAKESPEARE & LINDA	LOT 4 BLK 80 MANOR TOWN OF MH S#FM9509	
240865	ROMERO RONALDO & ANTONIA	LOT 5 BLK 80 MANOR TOWN OF	
240866	CERON AMPARO PATRICIA C &	LOT 3 BLK 80 MANOR TOWN OF	
240867	JOHNSON ONNIE MAE LIFE ESTATE	LOT 1 BLK 79 MANOR TOWN OF	
240868	PAZ ZOILA MORENA	LOT 2 BLK 79 MANOR TOWN OF	
240869	BARRS PHYLLIS Y & SANDRA V	LOT 3 BLK 79 MANOR TOWN OF	
240870	GONZALEZ RAFAEL HERNANDEZ &	LOT 4 BLK 79 MANOR TOWN OF	
240871	ARROYO MISAEL SOLIS & DANIEL	LOT 5 BLK 79 MANOR TOWN OF	
240902	GLASS RETHANN	LOT 4&5 BLK 11 LANE A E ADDN	
240923	709 LEXINGTON LLC	LTS 1-10 BLK 8 LANE A E ADDN PLUS ADJ VAC ALLEY	
377650	SONIC DEVELOPMENT OF CENTRAL TEXAS	LOT 3 COTTONWOOD COMMERCIAL SOUTH SEC 1	
526064	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 0.115	
526065	SCHNEIDER HAROLD	ABS 742 SUR 69 STANDERFORD WM ACR 0.115	
526066	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 0.115	
526067	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 0.115	
526069	DWYER PETER A	ABS 742 SUR 69 STANDEFORD W ACR 0.115	
700689	KRISHNA PROPERTIES LLC	LOT 3 WILDHORSE CREEK COMMERCIAL LOT 3	
824766	TIMMERMANN GERALDINE	ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 12.1966	
834308	COTTONWOOD HOLDINGS LTD	LOT 6 BLK 3 & N 177.5FT AV LESS E 2.7FT OF LOT 7 LANE A E ADDN & ABS 546 SUR 40 MANOR J, ABS 742 SUR 69 STANDERFORD WM (TOTAL 19.2423AC)	



Travis CAD Property ID	Owner Name	Legal Description	Item 1.
922716	PENA ARACELI U & JUANA D JARAMIL-LO	LOT 5 BLK 76 MANOR TOWN OF	
936249	UNKNOWN	ABS 546 SUR 40 MANOR J ACR 0.4645	
956731	HOUSING AUTHORITY OF TRAVIS COUNTY	TOWN OF MANOR AMD LTS 11 - 20 BLK 10 BLK A LOT 1	
235566	HOUSING AUTHORITY OF TRAVIS	LOT 1 BLK 10 MANOR TOWN OF	
235602	REYES MARY ANGEL	LOT 1&2 BLK 7 MANOR TOWN OF	
235603	CASTANEDA MANUEL & JUANA R	LOT 6&7 BLK 7 MANOR TOWN OF	
235632	LEDESMA ANTONIO	LOT 1 BLK 20 MANOR TOWN OF	
235641	TAMEZ JUAN	LOT 6&7 BLK 19 MANOR TOWN OF	
235650	BELL KENNETH L & ROBBIN R	LOT 6&7 BLK 18 MANOR TOWN OF	
235706	LOPEZ URIEL OCAMPO & ANAYELI OROZCO	LOT 2&3 BLK 15 MANOR TOWN OF	
235730	HERRERA ANALILIA ESQUIVEL	LOT 9 BLK 4 MANOR TOWN OF	
235732	GILDON CREEK BAPTIST CHURCH	LOT 1&2 BLK 4 MANOR TOWN OF	
235734	REYES MOLLY G	LOT 4&5 BLK 3 MANOR TOWN OF	
235735	CASIMIRO MILDRED	LOT 6&7 BLK 3 MANOR TOWN OF	
235743	STEARNS JOSEPH ALLEN	LOT 7&8 BLK 2 MANOR TOWN OF	
235744	FIRST BAPTIST CHURCH	LOT 9&10 BLK 2 MANOR TOWN OF	
238572	HUX TIANA LYNNE	LOT 4-5 BLK 66 MANOR TOWN OF	
238575	GUAJARDO DELPHINE THIRD PARTY SPECIAL NEEDS TRUST	LOT 7-8 BLK 64 MANOR TOWN OF	
238579	SPRINKLE JED	LOT 6-7 BLK 63 MANOR TOWN OF	
238587	BURRELL JOHN & JOYCE BURRELL	LOT 1&2 BLK 62 MANOR TOWN OF	
238588	NEWSOME FLORENCE ET AL	LOT 9-10 BLK 46 MANOR TOWN OF	
238613	CABELLO PEDRO & ERICA CABELLO	LOT 6-7 BLK 45 MANOR TOWN OF	
238623	ROCHA MARIA &	LOT 1-2 BLK 44 MANOR TOWN OF S#1576141037	
238625	VASQUEZ JUAN JR & DIANA E GERL	LOT 9-10 BLK 43 MANOR TOWN OF	
238626	YOUNG CLAUDIE G & SAMMIE M	LOT 7-8 BLK 43 MANOR TOWN OF	
238627	JUNG JIWON	LOT 4-5 BLK 43 MANOR TOWN OF	
238629	TRAVIS COUNTY EMERGENCY	ABS 546 SUR 40 MANOR J ACR 0.3960	
238652	SANCHEZ JESSE & OLIVIA	LOT 6-7 BLK 28 MANOR TOWN OF	
238662	DAVIS CAPITAL INVESTMENTS LLC	LOT 11-14 & E 1/2 OF LOT 15 BLK 29 MANOR TOWN OF	
238666	CARDENAS VIRGINIA Z	LOT 5-8 BLK 29 MANOR TOWN OF	
238674	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.3200	
238683	BURNS ELBERT R ETAL	ABS 546 SUR 40 MANOR J ACR 0.3800	
238684	RIOJAS ORALIA GARZA	ABS 546 SUR 40 MANOR J ACR 0.2260	
238693	VILLALOBOS GUADALUPE & ALBINA	LOT 4&5 BLK 26 MANOR TOWN OF	
238703	PONCE AURELIO JR & FLORINE L PONCE	LOT 11-13 BLK 25 MANOR TOWN OF	
238704	CASTILLO GERSON DAVID DELCID &	LOT 8-10 BLK 25 MANOR TOWN OF	
238719	CITY OF MANOR	LOT 1-4 BLK 24 MANOR TOWN OF	10

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238727	CASTILLO GEORGE A & ROSALIE	LOT 9-10 BLK 70 MANOR TOWN OF	
238729	MUNOZ DAVID II & AUDREY SHEPARD	LOT 1-2 BLK 70 MANOR TOWN OF	
238732	BENITES MELITON LOPEZ	LOT 6-7 BLK 71 MANOR TOWN OF	
238733	SUAREZ JOSE JR	LOT 4-5 BLK 71 MANOR TOWN OF	
238739	SUAREZ LINDA MARIE	LOT 1-2 BLK 72 MANOR TOWN OF	
238742	PORRAS SIMON U JR & LILLIE	LOT 6-7 BLK 72 MANOR TOWN OF	
238747	LEXINGTON MANOR LLC	LOT 9-10 BLK 62 MANOR TOWN OF	
238751	NINH JAMIE D	LOT 6&7 BLK 61 MANOR TOWN OF	
238758	MEJORADO RODOLFO K RODRIGUEZ	LOT 1&2 BLK 60 MANOR TOWN OF	
238760	HAY JOSHUA A & MARISELA	LOT 1&2 BLK 59 MANOR TOWN OF	
238767	MARTINEZ ESEQUIEL	LOT 9&10 BLK 58 MANOR TOWN OF	
238769	ALBRECHT REX F & DANIEL T	LOT 4&5 BLK 58 MANOR TOWN OF	
238785	ZAPATA DANIEL RAMIREZ	LOT 9&10 BLK 50 MANOR TOWN OF	
238821	DE LUNA GILBERTO & ELSA	LOT 6&7 BLK 41 MANOR TOWN OF	
238822	RODRIGUEZ FRANCES &	LOT 4&5 BLK 41 MANOR TOWN OF	
238825	BENNETT MARILYN	LOT 9&10 BLK 40 MANOR TOWN OF MH S#AR-0HI1182460S03966AL	
238830	RIVERA MARIA DELCARMEN	LOT 1&2 BLK 40 MANOR TOWN OF	
238852	ANDERSON JAMES T	LOT 6-9 BLK 30 MANOR TOWN OF	
238857	RIVERON ORLANDO G SR &	LOT 9&10 BLK 31 MANOR TOWN OF	
238869	PALABRA DE DIOS IGLESIA PENTEC	LOT 1&2 BLK 32 MANOR TOWN OF	
238870	BOWEN BRADLEY G & PAULA E	LOT 6&7 BLK 32 MANOR TOWN OF MH S#MIFL1AD23257122	
238906	C&K BROTHERS & CO LLC	LOT 1-10,16 BLK 22 MANOR TOWN OF	
240856	ECKART STEPHEN	W35FT OF LOT 9 BLK 7DN LANE A E ADDN	
240876	JONSE JOHN & RITA	LOT 6&7 BLK 65 MANOR TOWN OF	
240877	RODRIGUEZ JUAN T ANGUIANO & ISELA CASTORENA RUIZ	LOT 8-9 BLK 66 MANOR TOWN OF	
240880	SAMARIPA LALA F	LOT 1&2 BLK 66 MANOR TOWN OF	
240881	MCCORKLE EMILY K MINSTER	LOT 6&7 BLK 66 MANOR TOWN OF	
240885	DWYER PETER A	ABS 546 SUR 40 MANOR J ACR 0.6700	
240891	MANOR INDEPENDENT SCHOOL DISTR	ABS 546 SUR 40 MANOR J ACR 1.371	
240912	JUNCTION DEVELOPMENT LLC	LOT 6&7 BLK 15 LANE A E ADDN	
240913	BAUMGART JULIA K & JAMES A POEHL	LOT 2&3 BLK 15 LANE A E ADDN	
240914	WILLIAMS GARY M	LOT 4&5 BLK 15 LANE A E ADDN	
240924	FORSYTHE WILLIAM & CAROLYN	N73FT OF LOT 6&7 * & N73FT OF W1/2 LOT 8 BLK 13 LANE A E ADDN	
240929	DOVER GARY WAYNE	LOT 5 * & W44FT OF LOT 4 * & S42FT OF LOT 6&7 * & SW25FT OF LT 8 BLK 13 * & W125 OF 20FT ALLEY LANE A E ADDN	
240942	MOSELEY CHRISTINE ANDERSON	LOT 1-3 BLK 78 MANOR TOWN OF MH S#TXFLP84A06996ET	
240946	CITY OF MANOR	LOT 1-5 BLK 77 MANOR TOWN OF	
240950	DYE VALERIE ANN	LOT 3-5 BLK 75 MANOR TOWN OF // TITLE CANCELED TO REAL ESTATE	

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
240956	GACHUSO YANELI & DIEGO GACHUSO AGUILAR	LOT 6&7 BLK 68 MANOR TOWN OF	
362083	VILLAFANA ESTELA GARFIAS	LOT 9&10 BLK 39 MANOR TOWN OF	
426169	SANCHEZ NORA L & JOSE A JR	LOT 4&5 BLK 44 MANOR TOWN OF	
710010	ZEEHAM INVESTMENTS LLC	LOT 7 BLK B WILDHORSE CREEK COMMERCIAL	
710011	WILD HORSE CREEKSIDE COMMERCIAL L P	LOT 8 BLK B WILDHORSE CREEK COMMERCIAL	
710015	12130 FM 973 LLC	LOT 1 BLK A WILDHORSE CREEK COMMERCIAL	
710019	ZEEHAM INVESTMENTS LLC	LOT 6 BLK B WILDHORSE CREEK COMMERCIAL	
818786	CITY OF MANOR	LOT 1-7 BLK 49 MANOR TOWN OF	
235720	MARTINEZ ESEQUIEL	LOT 9&10 BLK 16 MANOR TOWN OF	
238603	WILLNER WILLIAM	LOT 6-7 BLK 47 MANOR TOWN OF	
238647	RIOJAS SANTIAGO & IRASEMA	LOT 1 * & W 24 FT OF LOT 2 BLK 27 MANOR TOWN OF	
238659	DAVIS CAPITAL INVESTMENTS LLC	W1/2 OF LOT 15 & E 1/2 OF LOT 16 BLK 29 MANOR TOWN OF (PRORATE 7/10/2020 TO 12/31/2020)	
238753	GONZALEZ GERMAN J & JORGE M	E1/2 OF LOT 2 * & ALL OF LOT 3 BLK 61 MANOR TOWN OF	
238786	ALBA ROY JR & THERESA	LOT 4-5 BLK 50 MANOR TOWN OF	
238792	SCARBROUGH JOANNE G	LOT 4&5 BLK 51 MANOR TOWN OF	
238796	LOPEZ URIEL OCAMPO	LOT 9&10 BLK 52 MANOR TOWN OF	
238798	NAU DARRYL	LOT 6&7 BLK 52 MANOR TOWN OF	
238914	OROCIO JENNIFER DESTINY	LOT 1-4 BLK 34 MANOR TOWN OF	
240828	RETA REALTY LLC	LOT 8 BLK 5 LANE A E ADDN	
240835	JIMS GROCERY INC	LOT 8 * & W26' OF LOT 9 LANE A E ADDN	
240898	SALMELA PATRICIA	LOT 1 * & E10FT OF LOT 2 BLK 10 LANE A E ADDN	
240925	JONES ROBERT A & BRENDA F	N1/2 OF E1/2 OF LOT 8 * & N1/2 OF LOT 9&10 BLK 13 LANE A E ADDN	
240927	GONZALEZ LEOPOLDO	LOT 1 * & E1/2 OF LOT 2 BLK 13 LANE A E ADDN	
377649	MKR PROPERTIES LLC SERIES 11211 US HWY 290	LOT 2 COTTONWOOD COMMERCIAL SOUTH SEC 1	
710012	WILD HORSE CREEKSIDE COMMERCIAL L P	LOT 9 BLK B WILDHORSE CREEK COMMERCIAL	
710016	DWYER PETER A	LOT 2 BLK A WILDHORSE CREEK COMMERCIAL	
710018	ZEEHAM INVESTMENTS LLC	LOT 5 BLK B WILDHORSE CREEK COMMERCIAL	
783982	MCDONALD'S REAL ESTATE COMPANY	LOT 1 BLK A SHADOWVIEW SHOPPING CENTER SUBD	
874849	GREENVIEW MANOR COMMONS SW LP	LOT 7A BLK A MANOR COMMONS SW REPLAT LOT 7	
943111	HOMESTEAD VETERINARY LAND LLC	LOT 1 BLK B MANOR SE COMMERCIAL PHS 4 LOT 1&2 BLK B	
950005	SAI GEETA LLC	LOT 12B BLK A MANOR COMMONS SE COMMERCIAL	
962832	RIVERAS GENERAL CONSTRUCTION JR LLC	LOT 8-9 BLK 54 MANOR TOWN OF	
235593	NAVAS KATHY	LOT 19&20 BLK 11 MANOR TOWN OF	
235594	SOSA BENTURA & PATRICIA A	LOT 3&4 BLK 11 MANOR TOWN OF	
235599	PHILLIPS MARY A LEE	LOT 1&2 BLK 12 MANOR TOWN OF	
235604	JAIMES CEASAR & JAIME	LOT 3 BLK 7 MANOR TOWN OF S#RF521889	12

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
235607	CASTANEDA GUADALUPE	LOT 8 BLK 7 MANOR TOWN OF	
235608	CORONADO KARINA ALEXIS	LOT 9 BLK 7 MANOR TOWN OF	
235609	SEPECO	LOT 1 BLK 6 MANOR TOWN OF	
235611	ESQUIVEL JUAN F MARIN &	LOT 2 BLK 6 MANOR TOWN OF	
235612	VALLE JUAN PABLO &	LOT 3 BLK 6 MANOR TOWN OF	
235613	CEPEDA RODRIGO & MARIA	LOT 4 BLK 6 MANOR TOWN OF	
235614	TORALES CATARINO M &	LOT 5 BLK 6 MANOR TOWN OF	
235615	JONES MABEL	LOT 6 BLK 6 MANOR TOWN OF	
235616	SEPECO	LOT 7 BLK 6 MANOR TOWN OF	
235618	SEPECO	LOT 8 BLK 6 MANOR TOWN OF	
235619	CORTES OMAR DIAZ &	LOT 9 BLK 6 MANOR TOWN OF	
235620	JOHNSON ANDRE LEE	LOT 10 BLK 6 MANOR TOWN OF	
235621	NARVAEZ JOSE ALBERTO GONZALEZ	LOT 1 BLK 5 MANOR TOWN OF	
235622	SEPECO	LOT 2 BLK 5 MANOR TOWN OF	
235624	VILLALOBOS PAUL	LOT 3 BLK 5 MANOR TOWN OF	
235625	KERLIN DENNIS W & SUSAN K	LOT 7 BLK 5 MANOR TOWN OF	
235626	KERLIN DENNIS W & SUSAN K	LOT 9 BLK 5 MANOR TOWN OF	
235627	KERLIN DENNIS W & SUSAN K	LOT 10 BLK 5 MANOR TOWN OF	
235628	KERLIN DENNIS W & SUSAN K	LOT 8 BLK 5 MANOR TOWN OF	
235639	PSG FSA INC	N57.50FT OF LOT 4&5 BLK 19 MANOR TOWN OF	
235640	ELKINS CASEY & TAYLOR BURLEIGH	S1/2 OF LOT 4&5 BLK 19 MANOR TOWN OF	
235642	TOLAND VICTORY MIDDLETON	LOT 8 BLK 19 MANOR TOWN OF	
235643	TOLAND VICTORY MIDDLETON	LOT 9 BLK 19 MANOR TOWN OF	
235644	CARBAJAL VICTOR REBOLLAR &	LOT 10 BLK 19 MANOR TOWN OF	
235645	SEPECO	LOT 1 BLK 18 MANOR TOWN OF	
235647	LEDESMA ANTONIO	LOT 2 BLK 18 MANOR TOWN OF	
235648	JONES FREDDIE MAE	LOT 3 BLK 18 MANOR TOWN OF	
235649	DIALLO CHEICK TIDIANE &	LOT 4 BLK 18 MANOR TOWN OF	
235651	LOPEZ CECILIA &	LOT 8 BLK 18 MANOR TOWN OF	
235653	SEPECO	LOT 9 BLK 18 MANOR TOWN OF	
235655	QUIROZ JOSE SANTOS TIBURCIO	LOT 10 BLK 18 MANOR TOWN OF	
235681	GAMEZ JOSE C	LOT 9-10 BLK 13 MANOR TOWN OF	
235693	LOPEZ DALIA R & FERMIN E M LOPEZ	LOT 1 BLK 14 MANOR TOWN OF	
235697	MANOR CHURCH OF CHRIST	LOT 4 BLK 14 MANOR TOWN OF	
235698	MANOR CHURCH OF CHRIST	LOT 5 BLK 14 MANOR TOWN OF	
235701	RODRIQUEZ RICHARD & ESPERANZA	LOT 7 BLK 14 MANOR TOWN OF	
235702	JONES ZELMA LEE	LOT 8 BLK 14 MANOR TOWN OF	
235703	CHAVEZ KEVIN ORLANDO VALDEZ	LOT 9 BLK 14 MANOR TOWN OF	
235704	DELGADO EPIFANIO & MARIBEL DELGA- DO &	LOT 10 BLK 14 MANOR TOWN OF	
235705	TREVINO JON & LUZ	LOT 2 BLK 14 MANOR TOWN OF	

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
235707	VILLARREAL KENDALL & JOHN AUSTIN GONZALES	LOT 4 BLK 15 MANOR TOWN OF	
235708	LOCKRIDGE FLORES & JUANA ESPINOZA	LOT 5 BLK 15 MANOR TOWN OF	
235712	LITTLE ZION BAPTIST CHURCH	LOT 9 BLK 15 MANOR TOWN OF	
235713	JOYNER ROY GENE(LIFE ESTATE), JOHNNY JOYNER JR &	LOT 10 BLK 15 MANOR TOWN OF	
235715	PORRAS GILBERT & DELFINA	LOT 4 BLK 16 MANOR TOWN OF	
235721	VILLALOBOS PAUL	LOT 4 BLK 5 MANOR TOWN OF	
235722	PARKS CAMILLA ETAL	LOT 5 BLK 5 MANOR TOWN OF	
235723	ORTIZ ENEDINA LEDESMA	LOT 6 BLK 5 MANOR TOWN OF	
235724	SAULS GLENN & RUTH	LOT 3 BLK 4 MANOR TOWN OF	
235725	SEPECO	LOT 4 BLK 4 MANOR TOWN OF	
235727	SEPECO	LOT 5 BLK 4 MANOR TOWN OF	
235731	ZAVALA ANALILIA H	LOT 10 BLK 4 MANOR TOWN OF	
235736	LOPEZ ESTHER	LOT 8 BLK 3 MANOR TOWN OF	
235737	TANCOR LLC	LOT 9 BLK 3 MANOR TOWN OF	
235738	CORONADO RUBEN	LOT 10 BLK 3 MANOR TOWN OF	
235739	GILDON CREEK FIRST BAPTIST CHURCH	LOT 1 BLK 2 MANOR TOWN OF	
235740	LITTLE ZION BAPTIST CHURCH	LOT 2 BLK 2 MANOR TOWN OF	
235742	STEARNS JOSEPH ALLEN	LOT 6 BLK 2 MANOR TOWN OF	
235745	NERI JOSE TOBIAS &	LOT 1 BLK 1 MANOR TOWN OF	
235750	REYES RUDOLFO MOSES	LOT 7 BLK 1 MANOR TOWN OF	
238576	SAMARIPA MATILDY VASQUEZ JR &	LOT 3-5 BLK 64 MANOR TOWN OF	
238577	DE LA LUZ FILIBERTO	LOT 10 * & 2 FT OF LOT 9 BLK 63 MANOR TOWN OF	
238578	MORENO MARISOL	N 1/2 OF LOT 4-5 BLK 63 MANOR TOWN OF	
238580	GONZALEZ FERNANDA G	S 1/2 OF LOT 4-5 BLK 63 MANOR TOWN OF	
238581	ARIANA HOLDINGS LLC	LOT 3 BLK 63 MANOR TOWN OF	
238582	ESTRADA JERRY SR	LOT 2 BLK 63 MANOR TOWN OF	
238583	JONSE RITA GUAJARDO	LOT 1 BLK 63 MANOR TOWN OF	
238584	JUAREZ MARIO	LOT 8 BLK 63 MANOR TOWN OF	
238585	JUAREZ MARIO	LOT 9 BLK 63 LESS 2FT MANOR TOWN OF	
238612	TAYLOR FLOYD ROY ETAL	LOT 8 BLK 45 MANOR TOWN OF	
238614	BOWEN BRADLEY G & PAULA B	LOT 5 BLK 45 MANOR TOWN OF TITLE CANCELLED TO REAL ESTATE	
238616	GUERRERO JULIO & CYNTHIA	LOT 4 BLK 45 MANOR TOWN OF	
238617	BUSH KAITANYA L	LOT 3 BLK 45 MANOR TOWN OF	
238618	EASLEY LENORA	LOT 2 BLK 45 MANOR TOWN OF	
238619	ALMAGUER VICTOR M & DEBRA B	LOT 10 BLK 44 MANOR TOWN OF	
238620	CASAS HELEN	LOT 9 BLK 44 MANOR TOWN OF	
238621	GUAJARDO DEBBIE ANN & DARRELL	LOT 8 BLK 44 MANOR TOWN OF	
238622	SANCHEZ NORA L & JOSE A JR	LOT 3 BLK 44 MANOR TOWN OF	14

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238624	DONLEY VERONICA MICHELLE	LOT 7 BLK 44 MANOR TOWN OF	
238642	MIMS MICHAEL L & BEVERLY R	LOT 9-10 BLK 27 MANOR TOWN OF	
238643	DAVIS HATTIE MAE	LOT 8 BLK 27 MANOR TOWN OF	
238644	DUVALL NOVELLA P	N 1/2 OF LOT 6-7 BLK 27 MANOR TOWN OF	
238645	HERRERA JUAN CARLOS & MARIA D	S 1/2 OF LOT 6-7 BLK 27 MANOR TOWN OF	
238646	DESH JR LLC	E 26FT OF LOT 2,3-5 BLK 27 MANOR TOWN OF MH S#T1356	
238649	ROCHA JESSE & JULIA	LOT 10 BLK 28 MANOR TOWN OF	
238650	RENTERIA ALFREDO & AURELIA CONTRERAS	LOT 9 BLK 28 MANOR TOWN OF	
238651	BOWEN BRADLEY G & PAULA B	LOT 8 BLK 28 MANOR TOWN OF MH S#MSB-952870SI2SN17601	
238653	SANCHEZ BARBARITA SAMUDIO	LOT 5 BLK 28 MANOR TOWN OF	
238654	2017 MANOR LLC	LOT 4 BLK 28 MANOR TOWN OF	
238655	2017 MANOR LLC	LOT 3 BLK 28 MANOR TOWN OF	
238656	SEPECO	LOT 2 BLK 28 MANOR TOWN OF	
238658	GONZALEZ JOSE SOTO & MARIBELLA JAIMES CORTEZ	LOT 1 BLK 28 MANOR TOWN OF	
238664	SHERROD TIMOTHY MACK &	LOT 9-10 BLK 29 MANOR TOWN OF (COMMERCIAL PERSONAL PROPERTY)	
238668	DARILEK MICHAEL E & TABATHA A	LOT 3&4 BLK 29 MANOR TOWN OF	
238680	OKORO CHIOMA	ABS 546 SUR 40 MANOR J ACR 0.7300	
238686	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.3080 (PRORATE 1/1/2024 - 2/8/2024)	
238688	CITY OF MANOR	LOT 10 BLK 26 MANOR TOWN OF	
238689	REYES MARY A & ROBERT H	LOT 9 BLK 26 MANOR TOWN OF	
238690	ANASTACIO ISRAEL MALDONADO	LOT 8 BLK 26 MANOR TOWN OF	
238691	SALAZAR JOSE CIPRIANO & UGANDA GONZALEZ	LOT 7 BLK 26 MANOR TOWN OF	
238692	SAMUDIO FAUSTINO	LOT 6 BLK 26 MANOR TOWN OF	
238697	CITY OF MANOR	LOT 1 BLK 26 MANOR TOWN OF	
238701	SUN RINGO MING-LING & YU CHI WU	LOT 14-15 BLK 25 MANOR TOWN OF	
238705	DELUNA MARINA	LOT 6-7 BLK 25 MANOR TOWN OF	
238706	DELUNA MARINA	LOT 4-5 BLK 25 MANOR TOWN OF	
238712	DUETT BILLY C	LOT 16-17 BLK 24 MANOR TOWN OF	
238714	DUETT BILLY C	LOT 11-12 BLK 24 MANOR TOWN OF	
238737	SUAREZ LINDA MARIE	LOT 3 BLK 72 MANOR TOWN OF	
238746	ALEJO-GALLEGOS JOSE MANUEL	LOT 1 BLK 73 MANOR TOWN OF S# TXFL884A23748DA11	
238752	SANDERS JERRY P	LOT 5 BLK 61 MANOR TOWN OF	
238764	ESTRADA JOSE	LOT 6 BLK 58 MANOR TOWN OF	
238765	BARAJAS FRANCISCO & BASILISA	LOT 7 BLK 58 MANOR TOWN OF	
238766	BRIONES MISAEL BARAYAS	LOT 8 BLK 58 MANOR TOWN OF S#1114835614	
238775	STOCKTON MARTHA & ALAN	LOT 1-3 & W 1/2 OF LOT 4 BLK 57 MANOR TOWN OF	
238777	RODRIGUEZ JUAN CARLOS &	LOT 1 BLK 56 MANOR TOWN OF	15



Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238809	CHAVEZ MARCOS & MARIA	LOT 6 BLK 43 MANOR TOWN OF	
238810	PAIZ RAMON E JR	LOT 10 BLK 42 MANOR TOWN OF	
238811	MENDEZ JUAN OJEDA	LOT 9 BLK 42 MANOR TOWN OF	
238812	ACOSTA MOSES	LOT 8 BLK 42 MANOR TOWN OF	
238813	ALVARADO MIGUEL ANGEL & GLORIA	LOT 7 BLK 42 MANOR TOWN OF	
238814	CASTILLO JOSE SABAS &	LOT 6 BLK 42 MANOR TOWN OF	
238815	TANCOR LLC	LOT 5 BLK 42 MANOR TOWN OF	
238816	TANCOR LLC	LOT 4 BLK 42 MANOR TOWN OF	
238817	TANCOR LLC	LOT 3 BLK 42 MANOR TOWN OF	
238818	TANCOR LLC	LOT 2 BLK 42 MANOR TOWN OF	
238819	BAHRAMI BEHZAD	LOT 1 BLK 42 MANOR TOWN OF	
238831	TURMAN LUTHER C	LOT 8 BLK 39 MANOR TOWN OF	
238838	RAMIREZ JUAN MENDEZ &	S57.5FT OF LOT 1&2 BLK 39 MANOR TOWN OF	
238839	MENDOZA MICAELA	N57.5FT OF LOT 1&2 BLK 39 MANOR TOWN OF MH S#1681034 TRADEWINDS	
238841	TORREZ DAVID & LORI ANN	W1/2 OF LOT 8 * & E1/2 OF LOT 9 BLK 38 MANOR TOWN OF	
238854	HASSAN-MOEIN M	LOT 3&4 BLK 30 MANOR TOWN OF	
238855	SUAREZ ERNESTO	LOT 1&2 BLK 30 MANOR TOWN OF	
238863	SOUTHWESTERN BELL TELEPHONE	LOT 1&2 N50'OF & NW50 & E1/2 LOT 3 & ALL OF LOT 4&5 BLK 31 MANOR TOWN OF PLUS PT VAC ALLEY	
238872	PALABRA DE DIOS INGLESA PENTE- COSTAL CHURCH	E1/2 OF LOT 4&5 BLK 33 MANOR TOWN OF	
238873	WORD OF GOD PENTECOSTAL CHURCH	W1/2 OF LOT 4&5 BLK 33 MANOR TOWN OF	
238890	DAXA LLC DBA RELAX INN MOTEL	LOT 16 & E10FT OF LOT 17 BLK 23 MANOR TOWN OF (COM- MERCIAL PERSONAL PROPERTY)	
238913	SOUTHERN PACIFIC TRANSPORTATION	ABS 546 SUR 40 MANOR J ACR 3.2118	
238915	NOSH TECH LLC	LOT 8&9 BLK 34 MANOR TOWN OF	
240825	290 EAST NOT WEST LLC	LOT 1&2 * & S PT OF LOT 9&10 BLK 3 LANE A E ADDN	
240827	LIND ELLA L	LOT 6&7 BLK 5 LANE A E ADDN	
240833	CASTELAN CARILU	LOT 6 & 7 BLK 2 LANE A E ADDN	
240845	SEPECO	W 35FT OF LOT 2 * & E 15FT OF LOT 3 BLK 6 LANE A E ADDN	
240847	GARCIA EDWARD	N57.5FT OF LOT 4&5 * & W15FT OF N57.5FT LOT 3 BLK 6 LANE A E ADDN	
240848	LUNA BENITA GONZALEZ	S50X115FT OF LOT 3-5 BLK 6 LANE A E ADDN	
240849	ROBINSON WALTER L	N75FT OF LOT 6-10 BLK 1 LANE A E ADDN	
240872	JONSE JOHN & RITA	LOT 8 BLK 65 MANOR TOWN OF	
240873	ONTIVEROS CARLOS & DULCE MENDO- ZA	LOT 5 BLK 65 MANOR TOWN OF	
240874	FLORES FRANCISCO JR &	LOT 3 BLK 65 MANOR TOWN OF	
240878	CRUZ PEREZ BEATRIZ	LOT 3 BLK 66 MANOR TOWN OF	
240893	RETA REALTY LLC	LOT 10 BLK 5 LANE A E ADDN	
240899	JONSE JOHN A & MARY R	LOT 3&4 & W40FT OF LOT 2 BLK 10 LANE A E ADDN	16



Travis CAD Property ID	Owner Name	Legal Description	Item 1.
240908	LANGFORD JASON & TESSA & SUSAN D	LOT 1-3 * & E1/2 OF LOT 4 BLK 9 LANE A E ADDN	
240915	MEJIA MARTINIANO P & BLANCA E	LOT 1 BLK 15 LANE A E ADDN	
477321	CASTILLO MONICA ANN	LOT 6 BLK 44 MANOR TOWN OF	
500601	ALYASIRY MAZIN &	LOT 1 BLK 15 MANOR TOWN OF	
500834	CALIXTO JACINTO &	LOT 5 BLK 56 MANOR TOWN OF	
500835	DOMINGUEZ RICHARD & JOVITA	LOT 4 BLK 56 MANOR TOWN OF	
500836	FAZ RAY & LISA	LOT 3 BLK 56 MANOR TOWN OF	
500837	OROCIO JENNIFER DESTINY	LOT 2 BLK 56 MANOR TOWN OF	
500838	FLORES RIGOBERTO PENA &	LOT 10 BLK 56 MANOR TOWN OF	
500839	NAVARRETE MARIA	LOT 9 BLK 56 MANOR TOWN OF	
500840	HERNANDEZ ESTHER LOPEZ	LOT 8 BLK 56 MANOR TOWN OF	
500841	MONTOYA JOEL & ROSALINDA CAMAR	LOT 7 BLK 56 MANOR TOWN OF	
500842	MONTOYA JOEL & ROSALINDA CAMAR	LOT 6 BLK 56 MANOR TOWN OF	
525967	ESPINOZA MARTHA	E20FT OF LOT 4 * & W15FT LOT 5 BLK 12 MANOR TOWN OF	
525969	VASQUEZ JAIME & MARIBEL	LOT 2 BLK 1 MANOR TOWN OF	
526028	MUNIZ RAYMOND JR	W 1/2 OF LOT 7 * & E 1/2 OF LOT 8 MANOR TOWN OF	
526039	MCVADE CONNIE E	ABS 58 SUR 38 BARKER C ACR 1.250	
526061	DUQUE JESUS AVILES	LOT 1 & E 15FT OF LOT 2 BLK 6 LANE A E ADDN	
706187	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.8782	
714626	JONSE JOHN & RITA	LOT 9 BLK 65 MANOR TOWN OF	
725803	MANOR LODGING DEVELOPMENT LLC	ABS 546 SUR 40 MANOR J ACR 5.8326	
773172	GREATER TEXAS FEDERAL CREDIT U	LOT 7A1 BLK A COTTONWOOD COMMERCIAL SOUTH SEC 1 AMD LT7A&7B RSB LT7&6B&LT6	
781591	PALABRA DE DIOS IGLESIA PENTE- COSTES	LOT 3 BLK 33 MANOR TOWN OF	
782638	SANDERS JERRY P	LOT 4 BLK 61 MANOR TOWN OF	
784605	LEAVITT LUMBER COMPANY INC	LOT 7C2 BLK A COTTONWOOD COMMERCIAL SOUTH SEC 1 RESUB OF LT 7B1 AMD LTS 7A&7B A RESUB OF LT 7 & LOT 6B RESUB OF LOT 6	
860829	SHADOWGLEN DEVELOPMENT CORPO- RATION	LOT 1B BLK A SHADOWVIEW COMMERCIAL SEC 2 - LOT 1 BLK A SUBD	
864845	FRONTIER BANK OF TEXAS	LOT 4 BLK A LAS ENTRADAS NORTH SEC 1	
864847	LAS ENTRADAS DEVELOPMENT	LOT 6 BLK A LAS ENTRADAS NORTH SEC 1	
874232	DOMINGUEZ JOVITA M &	LOT 9A MANOR TOWN OF AMD LTS 9 & 10 BLK 51	
874233	DOMINGUEZ JOVITA M &	LOT 10A MANOR TOWN OF AMD LTS 9 & 10 BLK 51	
920530	NAVARRO NATALI	LOT 10 BLK 66 MANOR TOWN OF	
934058	FLORES MARCELO DE CASTRO JR	LOT 10 BLK 7 MANOR TOWN OF	
948071	HITE ALLYSON LANE	LOT 4 BLK 65 MANOR TOWN OF	
950004	NF II DEVELOPMENT LLC	LOT 12A BLK A MANOR COMMONS SE COMMERCIAL	
956726	MANOR HOUSING PUBLIC FACILITY	MANOR APARTMENTS LOT 1	
963262	CLARK JASON A & ANA E	LOT 2 BLK 64 MANOR TOWN OF	
966261	OLVERA HOPE M	LOT 6 BLK 64 MANOR TOWN OF	
971649	KATHROTIA PRAVIN & JYOTSNA	LOT 5 BLK 18 MANOR TOWN OF	17

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
983694	LLANO LAS ENTRADAS I LLC	LAS ENTRADAS NORTH 9900 BLK A LOT 2	
235638	CARBAJAL HERIBERTO CARBAJAL	LOT 3 BLK 19 MANOR TOWN OF	
235748	CITY OF MANOR	LOT 5 BLK 1 MANOR TOWN OF	
238638	LI JULIE	ABS 546 SUR 40 MANOR J ACR 0.2600	
238639	CRUMLEY GILBERT & ESSIE	ABS 546 SUR 40 MANOR J ACR 0.1320	
238677	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.671	
238721	REYNOLDS STACIE & MARGARET SALLEEM	N 57.5FT OF E 1/2 OF LOT 2 & N 57.5 FT OF LOT 3-5 BLK 67 MANOR TOWN OF	
238916	GALVAN ANTONIO LEDESMA &	LOT 7 BLK 34 MANOR TOWN OF	
238917	PUENTE-GARCIA BENITA &	LOT 5 BLK 34 MANOR TOWN OF	
240825	290 EAST NOT WEST LLC	LOT 1&2 * & S PT OF LOT 9&10 BLK 3 LANE A E ADDN	
240826	290 EAST NOT WEST LLC	LOT 3 *LESS NW 22X31X22 TRI &PT OF LOT 4 BLK 3 LANE A E ADDN	
240830	CASTELAN DANIEL	LOT 3 BLK 5 LANE A E ADDN	
240831	290 EAST NOT WEST LLC	LOT 4 BLK 5 LANE A E ADDN	
240832	290 EAST NOT WEST LLC	LOT 5 BLK 5 LANE A E ADDN	
240843	BRYANT-WILLIAMS EVELYN MARIE &	S 105FT OF E15FT OF LOT 8 & W38FT OF LOT 9 BLK 6 LANE A E ADDN	
240852	ECKART STEPHEN	LOT 6 BLK 7 LANE A E ADDN	
240853	ECKART STEPHEN	LOT 7 BLK 7 LANE A E ADDN	
240858	SCHULER CORY	LOT 1-2 & E 1/2 OF LOT 3 BLK 7 LANE A E ADDN (HOME-STEAD)	
240860	ECKART STEPHEN	LOT 4 BLK 7 LANE A E ADDN	
240861	ECKART STEPHEN	LOT 5 BLK 7 LANE A E ADDN	
240892	RETA REALTY LLC	LOT 9 BLK 5 LANE A E ADDN	
240894	ELIZONDO ROLANDO	LOT 1 BLK 5 LANE A E ADDN	
240907	VOELKER WELDING & CONSTRUCTION	LOT 6-7 BLK 9 LANE A E ADDN	
240926	MALDONADO ALICIA & VALDMAR	E1/2 OF S1/2 OF LOT 8 * & S1/2 OF LOT 9&10 BLK 13 LANE A E ADDN	
240937	JUNCTION DEVELOPMENT LLC	LT 1-10 BLK 17-19 & LTS 1-5 BLK 20 LANE A E ADDN PLUS 2.491 AC VAC ROW (TOTAL 7.3782 AC)	
442674	SOSA BENTURA & PATRICIA ANN	LOT 1 & W 1/2 OF LOT 2 & S 57.5FT OF E 1/2 OF LOT 2 BLK 67 MANOR TOWN OF	
500848	PORTALES MARIA E	LOT 6&7 BLK 14 LANE A E ADDN	
526058	ELIZONDO ROLANDO	LOT 2 BLK 5 LANE A E ADDN	
710021	WILD HORSE CREEKSIDE COMMERCIAL L P	LOT 10 BLK B WILDHORSE CREEK COMMERCIAL	
743014	MONDRAGON LIZETH	LOT 10 BLK 14 LANE A E ADDN	
764543	BURSE NICHOLE ELIZABETH	LOT 8 BLK 14 LANE A E ADDN	
782438	MANOR MF LLC	ABS 546 SUR 40 MANOR J ACR 0.1144	
783981	SHADOWGLEN DEVELOPMENT CORPORATION	LOT 2 BLK A SHADOWVIEW SHOPPING CENTER SUBD	
820826	LAS ENTRADAS DEVELOPMENT	LOT 1 BLK A LAS ENTRADAS SOUTH SEC 1 (PRIVATE STREET)	18

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
830451	WAL-MART REAL ESTATE BUSINESS TRUST	LOT 2 MANOR MARKET SUBD	
862599	TIMMERMANN GERALDINE	ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 14.0865 (1-D-1)	
907740	PENA DAVID HECTOR DIAZ	LOT 4A BLK 14 A.E. LANES'S ADDN REPLAT	
922780	CITY OF MANOR	LOT 7 BLK A MANOR COMMONS SE COMMERCIAL PHS 1 (PARKLAND)	
922824	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR 4.3687(PRORATE 01-01-2024 - 01-16-2024)	
967992	MANOR MF LLC	ABS 546 SUR 40 MANOR J ACR 13.1096	
968118	CASTILLO MARTIN & MARIA	MARTIN & MARIA SUBD LOT 6-A	
968119	CASTILLO MARTIN & MARIA	MARTIN & MARIA SUBD LOT 7-A	
974447	BARBOSA PUENTE GUSTAVO ANGEL	LOT 6 BLK 34 MANOR TOWN OF	
977951	DWYER PETER A	ABS 546 SUR 40 MANOR J ACR 0.2411	
978058	GREENVIEW MANOR COMMONS SW LP	MANOR COMMONS SW EST LT 7C-1 & 7C-2 BLK A RPLT LT 7B & 7C BLK A LOT 7C-2	
985784	GREENVIEW DEVELOPMENT 973 L P	MANOR COMMONS SE COMMERCIAL BLK A LOT 8A	
235634	ECKART PHILIP	LOT 1 BLK 19 MANOR TOWN OF	
235749	REYES RUDOLFO MOSES	LOT 6 BLK 1 MANOR TOWN OF	
238574	JIMENEZ ORLANDO	LOT 9-10 BLK 64 MANOR TOWN OF	
238631	HEIN ROBERT	ABS 546 SUR 40 MANOR J ACR 0.1310	
238640	TRAVIS COUNTY EMERGENCY	ABS 546 SUR 40 MANOR J ACR 0.1320	
238682	SMITH AUDREY B	ABS 546 SUR 40 MANOR J ACR 0.3800	
238726	MANOR UNITED METHODIST CHURCH	BLK 69 MANOR TOWN OF	
238726	MANOR UNITED METHODIST CHURCH	BLK 69 MANOR TOWN OF	
238736	CITY OF MANOR	LOT 4-5 BLK 72 MANOR TOWN OF	
238755	TURNER JEFFERY &	W 1/2 OF LOT 8 & ALL OF LOT 9&10 BLK 60 MANOR TOWN OF	
238756	CHESTER COREY C	LOT 6&7 * & E1/2 OF LOT 8 BLK 60 MANOR TOWN OF	
238761	RAMIREZ ZERLENE	W1/2 OF LOT 8 LOT 9&10 BLK 59 MANOR TOWN OF	
238763	PARKER DOUGLAS R & MARY ANN	LOT 6&7 * & 1/2 OF LOT 8 BLK 59 MANOR TOWN OF	
238772	MUNIZ RAYMOND	W1/2 OF LOT 8 LOT 9-10 BLK 57 MANOR TOWN OF	
238842	GONZALES DANIEL	LOT 6&7 * 7 E1/2 OF LOT 8 BLK 38 MANOR TOWN OF	
238848	GAULT WILLIAM C	E15FT OF N50FT OF LOT 16 BLK 30 MANOR TOWN OF	
238849	LAS SALSAS BAR AND GRILL MEXICAN RESTAURANT LLC	N80FT OF LOT 11-15 BLK 30 MANOR TOWN OF	
238850	GAULT WILLIAM C	35X100FT S END OF LOT 11-14 BLK 30 MANOR TOWN OF	
238901	C&K BROTHERS & CO LLC	LOT 17-20 BLK 22 MANOR TOWN OF	
240851	FORREST DELORES M	LOT 1-5 BLK 1 LANE A E ADDN	
240854	ECKART STEPHEN	W1/2 OF LOT 8 BLK 7 LANE A E ADDN	
240855	ECKART STEPHEN	E1/2 OF LOT 8 BLK 7 LANE A E ADDN	
240859	ECKART STEPHEN	W1/2 OF LOT 3 BLK 7 LANE A E ADDN	
240896	POKORNEY DANIEL & SHERRI LYNNE	LOT 7 * & W1/2 OF LOT 8 BLK 10 LANE A E ADDN	
240911	GOSEY BOBBY AND SHELDON LIVING	LOT 1-5 BLK 12 LANE A E ADDN	

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
240945	BAUER DOUGLAS A & LAURALEA	LOT 4&5 BLK 78 MANOR TOWN OF	
240947	FLORES FRANCISCO JR &	LOT 1 & 2 BLK 76 MANOR TOWN OF	
240948	PENA ARACELI U & SAMUEL R DIAZ &	LOT 3-4 BLK 76 MANOR TOWN OF	
240949	DYE MICHAEL E	LOT 1&2 BLK 75 MANOR TOWN OF	
377648	290 MANOR LLC	LOT 1 COTTONWOOD COMMERCIAL SOUTH SEC 1 & E1/2 OF LOT 8 & LOT 9,10 BLK 10 LANE A E ADDN	
377652	JUNCTION DEVELOPMENT LLC	ABS 546 SUR 40 MANOR J ACR 0.4000	
442679	CITY OF MANOR	LOT 1 BLK 11 LANE A E ADDN	
526014	PLATA HOLDINGS LLC	ABS 315 SUR 63 GATES G ACR 10.000	
526070	CITY OF MANOR	LOT 1 COTTONWOOD COMMERCIAL SOUTH SEC 2	
526075	MANOR CAR WASH SERVICES LLC	MANOR COMMONS EAST RAPID EXPRESS CARWASH BLK A LOT 11	
547112	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 1.000	
710006	BLUEBONNET ELECTRIC COPERATIVE	BLUEBONNET ELECTRIC CUSTOMER SERVICE SUBD UN-NUMBERED LOT	
710013	DWYER PETER A	WILDHORSE CREEK COMMERCIAL RPLT LT 12 BLK C BLK 1 LOT 1	
710017	2017 MANOR LLC	LOT 4 BLK A WILDHORSE CREEK COMMERCIAL	
820824	SL 290 MANOR LP	LOT 5 BLK A LAS ENTRADAS SOUTH SEC 1	
841238	SHIPPEN FAMILY TRUST	LOT 2A BLK A SHADOWVIEW COMMERCIAL SEC 2 LOT 2 BLK A AMD	
860814	SURFVIEW MANOR LLC	LOT 6 BLK A MANOR COMMONS SW	
922781	CITY OF MANOR	LOT 8 BLK B MANOR COMMONS SE COMMERCIAL PHS 1 (PARKLAND)	
978047	LAS ENTRADAS DEVELOPMENT	LAS ENTRADAS NORTH SEC 1 RPLT LT 1 BLK B LOT 1A	
235567	HOUSING AUTHORITY OF TRAVIS	LOT 2-10 BLK 10 MANOR TOWN OF	
235629	CARBAJAL HERIBERTO C &	LOT 4 BLK 20 MANOR TOWN OF	
235633	FLORES FAMILY 2019 TRUST	LOT 5 BLK 20 MANOR TOWN OF	
235636	ECKART PHILIP	N1/2 OF LOT 2 BLK 19 MANOR TOWN OF	
235717	LAZO EUGENIO NAVARRO & MARTIN	LOT 6 BLK 16 MANOR TOWN OF MH S#12533651A/B	
236755	TRAVIS COUNTY TRUSTEE	ABS 546 SUR 40 MANOR J ACR 1.2500	
236851	LAS ENTRADAS DEVELOPMENT	ABS 546 SUR 40 MANOR J ACR 48.7504 PLUS 31.4240 AC	
238610	HABIT RAY E	LOT 9 *& W 1/2 OF LOT 8 BLK 48 MANOR TOWN OF	
238611	FIELD MARY R ETAL	LOT 9-10 BLK 45 MANOR TOWN OF	
238630	MILLIGAN FINISH	ABS 546 SUR 40 MANOR J ACR 0.2600	
238661	BUILD BLOCK INC	W 1/2 OF LOT 16,17 *& E 1/2 OF LOT 18 BLK 29 MANOR TOWN OF	
238678	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.341	
238687	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.3120	
238787	SNOWDEN SHARON LYNN	LOT 3 & E1/2 LOT 2 BLK 50 MANOR TOWN OF	
238788	VERMILLION PATRICK & CHARISSA CALLAHAN	LOT 1 *& W1/2 OF LOT 2 BLK 50 MANOR TOWN OF	
238794	BENTLEY BRADFORD LEE	LOT 3 & EAST HALF OF LOT 2 BLK 51 MANOR TOWN OF	20

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238799	CALVARY EAST METRO	LOT 3-5 BLK 52 MANOR TOWN OF	
238807	CALVARY EAST METRO	LOT 1 & W45FT OF LOT 2 BLK 53 MANOR TOWN OF	
238832	HERRERA JUAN CARLOS	N65FT OF LOT 6&7 BLK 39 MANOR TOWN OF	
238858	RODRIGUEZ FRANCES &	LOT 8 *& W11FT OF LOT 7 BLK 31 MANOR TOWN OF	
238861	HUNTER HEIGHTS LLC	.1791 AC OF LOTS 1-3 BLK 31 MANOR TOWN OF	
238893	RODRIGUEZ ADRIAN & KEYNA	W1/2 OF LOT 12 LOT 13 BLK 23 MANOR TOWN OF	
238894	RODRIGUEZ ADRIAN & KEYNA	LOT 11 *& E1/2 OF LOT 12 BLK 23 MANOR TOWN OF	
240840	TURMAN THOMAS M	LOTS 5 BLK 2 LANE A E ADDN	
240884	NINH LILIAN DOAN ETAL	ABS 546 SUR 40 MANOR J ACR 0.3900	
240904	COUPLAND STATE BANK	LOT 1-3 BLK 16 *50X150FT TRI LANE A E ADDN	
240910	VOELKER WELDING & CONSTRUCTION INC	LOT 8-10 BLK 9 LANE A E ADDN	
240930	FONSECA JOSE LUIS	LOT 9 BLK 14 LANE A E ADDN & ALLEY	
240932	RANDIG WALTER	W 7.5 FT OF LOT 3 BLK 14 LANE A E ADDN	
500833	EASLEY LENORA	LOT 1 BLK 45 MANOR TOWN OF	
500843	BENTLEY BRADFORD LEE	LOT 1 & WEST HALF OF LOT 2 BLK 51 MANOR TOWN OF	
526045	CURRY-IKNER DALLAS	ABS 58 SUR 38 BARKER C ACR .23 AKA LOT 2	
526046	MCVADE CLEORA ESTATE	ABS 58 SUR 38 BARKER C ACR .23 AKA LOT 1	
710014	DWYER PETER A	LOT 11 BLK C WILDHORSE CREEK COMMERCIAL	
725370	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 38.6603	
725391	COTTONWOOD HOLDINGS LTD	ABS 742 SUR 69 STANDERFORD WM ACR 10.4256	
820821	12305 EINTRAGE LLC	LOT 2 BLK A LAS ENTRADAS SOUTH SEC 1	
820822	RANDOLPH-BROOKS FEDERAL	LOT 3 BLK A LAS ENTRADAS SOUTH SEC 1	
820825	LAS ENTRADAS DEVELOPMENT	LOT 6 BLK A LAS ENTRADAS SOUTH SEC 1	
830449	SCF RC FUNDING IV LLC	LOT 3 MANOR MARKET SUBD	
844812	PONCE VENGELINA & EUSERIO BO-CANEGRE	LOT B BLK 1 MANOR TOWN OF AMENDED PLAT	
860812	CFT NV DEVELOPMENTS LLC	LOT 4 BLK A MANOR COMMONS SW	
922844	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR 1.27 (PRORATE 01-01-2024 - 01-16-2024)	
938136	MANOR GRAND LLC	LOT 1 BLK A LAS ENTRADAS NORTH SEC 2	
957458	AKZUL PROPERTIES INC	MANOR COMMONS SE COMMERCIAL BLK A LOT 1	
983286	CHEN WENKAI	LANE A E ADDN RSB PORTION LTS 6-10 LOT 6A	
985786	BETHANY BEEMAN REAL ESTATE LLC	MANOR COMMONS SE COMMERCIAL BLK A LOT 10	
235580	SMITH OTHA B	LOT 7-9 BLK 11 MANOR TOWN OF	
235598	DE LA LUZ RODRIGUEZ CESAR &	LOT 18-20 BLK 12 MANOR TOWN OF	
235601	HEDGES LISA A	LOT 5 & E1/2 OF LOT 4 BLK 7 MANOR TOWN OF	
235747	CITY OF MANOR	LOT 4 BLK 1 MANOR TOWN OF	
238632	WILSON JOETTA	ABS 546 SUR 40 MANOR J ACR 0.131 MH S#2044077450	
238660	BUILD BLOCK INC	W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF	
238673	CARBAJOL FELIPE H & ISABEL ORTUNO	ABS 546 SUR 40 MANOR J ACR 0.3200	
238696	REYES ROBERT H & MARY A	LOT 2 *& W 1/2 OF LOT 3 BLK 26 MANOR TOWN OF	21

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238699	LOPEZ MARY LIFE ESTATE	LOT 17-19 BLK 25 MANOR TOWN OF	
238711	DUETT BILLY C	LOT 18-20 BLK 24 MANOR TOWN OF	
238713	DUETT BILLY C	LOT 13-15 BLK 24 MANOR TOWN OF	
238722	RICH RICHARD	S 1/2 OF LOT 3-5 BLK 67 MANOR TOWN OF	
238744	SEPECO	LOT 3 BLK 73 MANOR TOWN OF	
238754	SWENSON GERMAINE	LOT 1 & W1/2 OF LOT 2 BLK 61 MANOR TOWN OF	
238774	POWLESSON CHRISTOPHER W &	LOT 6 * & E1/2 OF LOT 7 BLK 57 MANOR TOWN OF	
238778	ESCAMILLA LYLIAN R	LOT 5&6 BLK 55 MANOR TOWN OF	
238823	BARRON ALEJANDRO & MARINA LOPEZ	LOT 3 E1/2 OF LOT 2 BLK 41 MANOR TOWN OF	
238824	REYES ALEX	LOT 1 & W1/2 OF LOT 2 BLK 41 MANOR TOWN OF	
238826	PORRAS SIMON JR	LOT 8 & W1/2 OF LOT 7 BLK 40 MANOR TOWN OF	
238827	MARTIN PRENTICE	LOT 6 * & E1/2 OF LOT 7 BLK 40 MANOR TOWN OF	
238828	RIOS PETE	E1/2 OF LOT 4 LOT 5 BLK 40 MANOR TOWN OF	
238829	ALARCON ROBERTO A & APRIL G	LOT 3 * & W1/2 OF LOT 4 BLK 40 MANOR TOWN OF	
238840	BATTAILE ROBERT E & BETHANY C	LOT 10 * & W1/2 OF LOT 9 BLK 38 MANOR TOWN OF	
238844	ST JOSEPHS	LOT 6-7 BLK 37 MANOR TOWN OF	
238867	NERI MARIA TOBIAS & JOSE TOBIAS NERI	E1/2 OF LOT 4 LOT 5 BLK 32 MANOR TOWN OF	
238868	IGLESIA PALABRA DE DIOS	LOT 3 * & W1/2 OF LOT 4 BLK 32 MANOR TOWN OF GD- VKMS159422331	
238875	PALABRA DE DIOS IGLESIA PENTE- COSTES	LOT 1-2 BLK 33 MANOR TOWN OF	
238889	MAQIL INC	LOT 18-20 & W15FT OF LOT 17 BLK 23 MANOR TOWN OF	
238895	RODRIGUEZ ADRIAN & KEYNA	LOT 8-10 BLK 23 MANOR TOWN OF	
238900	GILDON GEORGE EDWARD ETAL	LOT 4-6 BLK 23 MANOR TOWN OF	
238909	REYES MANUEL V & BEATRICE	LOT 2 BLK 21 MANOR TOWN OF ABS 546 SUR 40 MANOR J ACR .650	
240824	11016 HWY 290 LLC	LOT 8-10 BLK 3 * N110 FT AV OF E2.7FT OF N177.95 FT OF LT 7 PT OF LTS 3 & 4 BL 4 PLUS ADJ VAC STREET LANE A E ADDN	
240841	MR JIMS GROCERY INC	LOT 10 * & E24' OF LOT 9 LANE A E ADDN	
240883	NINH LILIAN DOAN ETAL	ABS 546 SUR 40 MANOR J ACR 0.3500	
240909	CHEN WENKAI	W1/2 OF LOT 4 LOT 5 BLK 9 LANE A E ADDN	
240951	JUNCTION DEVELOPMENT LLC	LOT 1-5 BLK 74 MANOR TOWN OF PLUS 0.176 AC VAC ROW (TOTAL 0.7496 AC)	
377659	11311 EAST HWY 290 LLC	LOT 6A COTTONWOOD COMMERCIAL SOUTH SEC 1 RESUB OF LOT 6	
526036	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 9.997	
526040	MCVADE CONNIE E	ABS 58 SUR 38 BARKER C ACR .230	
526041	SMITH AUDREY B SR	ABS 58 SUR 38 BARKER C ACR .230 AKA LOT 6	
526042	CURRY GEORGE MELVIN &	ABS 58 SUR 38 BARKER C ACR .2300	
526043	CURRY GEORGE M SR & MARILYN T	ABS 58 SUR 38 BARKER C ACR .230 AKA LOT 4	
526044	SPENCE CARNELIA	ABS 58 SUR 38 BARKER C ACR .23 AKA LOT 3	



Travis CAD Property ID	Owner Name	Legal Description	Item 1.
841241	SHADOWGLEN DEVELOPMENT CORPORATION	LOT 2B BLK A SHADOWVIEW COMMERCIAL SEC 2 BLK A AMD	
844810	GOMEZ SALVADOR & SANDRA	LOT A BLK 1 MANOR TOWN OF AMENDED PLAT	
864507	MAY AMY SARA	LOT 8A BLK 50 MANOR TOWN OF AMD LOTS 6-8 BLK 50	
864508	FAUST JAMES KENNETH	LOT 6A BLK 50 MANOR TOWN OF AMD LOTS 6-8 BLK 50	
864842	LAS ENTRADAS DEVELOPMENT	LOT 1 BLK A LAS ENTRADAS NORTH SEC 1	
864844	BUSY BEE PRESCHOOL LLC	LOT 3 BLK A LAS ENTRADAS NORTH SEC 1	
938771	AUS-TEX PROPERTIES LLC	LOT 8-A TOWN OF MANOR AMD LTS 8-10 BLK 24 LT 8-A	
948554	PEREZ BRENDA S	LOTS 1-4 BLK 2 LANE A E ADDN	
957459	JMAR INVESTMENTS LLC	MANOR COMMONS SE COMMERCIAL BLK A LOT 3	
962784	BEST POWER SOLUTION LLC	LOT 1-4 BLK 54 MANOR TOWN OF MH S#TEX0028044 (#1002)	
968073	GREENVIEW MANOR COMMONS SW LP	MANOR COMMONS SW ESTABLISHING (SHORT FORM) BLK A LOT 7B	
978059	GREENVIEW MANOR COMMONS SW LP	MANOR COMMONS SW EST LT 7C-1 & 7C-2 BLK A RPLT LT 7B & 7C BLK A LOT 7C-1	
978785	TRANSPAK MANOR FACILITY LLC	TRANSPAK FINAL PLAT LOT 1	
982478	RIVER CITY PARTNERS LTD	RIATA FORD MANOR RPLT LT 1 LOT 1A	
983695	LLANO LAS ENTRADAS I LLC	LAS ENTRADAS NORTH 9900 BLK A LOT 1	
235630	CARBAJAL HERIBERTO	LOT 3 BLK 20 MANOR TOWN OF	
235716	BRIONES JOSE TRINIDAD &	LOT 5 BLK 16 MANOR TOWN OF	
235746	BERGERON RACHEL MARIE &	LOT 3 BLK 1 MANOR TOWN OF	
238672	JONES SAMUEL DELL JR & RACHEL	ABS 546 SUR 40 MANOR J ACR 0.6300	
238736	CITY OF MANOR	LOT 4-5 BLK 72 MANOR TOWN OF	
238773	WALTHER MAX W & PAMELA K	LOT 5 & E1/2 OF LOT 4 BLK 57 MANOR TOWN OF	
238780	FERNANDEZ SABINA & SERGIO FERNANDEZ	LOT 4 BLK 55 MANOR TOWN OF	
238793	SCARBROUGH JOANNE G	LOT 6 & E25FT OF LOT 7 BLK 51 MANOR TOWN OF	
238843	ELLIS LARRY K & HELEN M	LOT 1-4 BLK 38 MANOR TOWN OF	
238845	CITY OF MANOR	W TRI OF LOT 1 BLK 37 MANOR TOWN OF	
238859	REYES JIMMY & DIANA S	LOT 6 * & E39FT OF LOT 7 BLK 31 MANOR TOWN OF	
238874	RIVERON ORLANDO	LOT 6-10 BLK 33 MANOR TOWN OF	
238899	CITY OF MANOR	LOT 1-3 BLK 23 MANOR TOWN OF	
238904	ENEMENCIA RODRIGUEZ TRUST	LOT 11-15 BLK 22 MANOR TOWN OF	
238906	C&K BROTHERS & CO LLC	LOT 1-10,16 BLK 22 MANOR TOWN OF	
240842	JUAREZ MARIO	LOT 6&7 * & W15FT OF LOT 8 BLK 6 LANE A E ADDN	
240857	JACKSON BONNIE & VSYNTHIA	LOT 10 & E15FT OF LOT 9 BLK 7 LANE A E ADDN	
240875	DE LA LUZ FILIBERTO &	LOT 1 BLK 65 MANOR TOWN OF	
240895	POKORNEY DANIEL & SHERRI LYNNE	LOT 6 BLK 10 LANE A E ADDN	
240901	THOMASON ERIC & REBEKAH	LOT 2 BLK 11 LANE A E ADDN	
377642	BURNS MEMORIAL TEMPLE	ABS 546 SUR 40 MANOR J ACR 0.6510	
377658	KUSUM HOSPITALITY LLC	LOT 5 COTTONWOOD COMMERCIAL SOUTH SEC 1 (COMMERCIAL PERSONAL PROPERTY)	



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526060	WILLIAMS EARLENE	E15FT OF S105FT OF LOT 9 & S105FT OF LOT 10 BLK A E ADDN	
714627	JONSE JOHN A	LOT 10 BLK 65 MANOR TOWN OF	
786499	GREENVIEW DEVELOPMENT 973 L P	ABS 315 SUR 63 GATES G ACR 2.4474	
820823	AUTOZONE TEXAS LP	LOT 4 BLK A LAS ENTRADAS SOUTH SEC 1	
860813	HAZA REALTY LP	LOT 5 BLK A MANOR COMMONS SW	
860828	SHADOWGLEN DEVELOPMENT CORPORATION	LOT 1A BLK A SHADOWVIEW COMMERCIAL SEC 2 - LOT 1 BLK A SUBD	
864846	GABS INC	LOT 5 BLK A LAS ENTRADAS NORTH SEC 1	
943067	AJT REAL ESTATE LLC	LOT 4 BLK A MANOR COMMONS SE COMMERCIAL	
985785	GREENVIEW DEVELOPMENT 973 L P	MANOR COMMONS SE COMMERCIAL BLK A LOT 8B	
235576	H & PB FAMILY RENTAL PROPERTIES LTD	LOT 1 BLK 11 MANOR TOWN OF	
235577	H & PB FAMILY RENTAL PROPERTIES LTD	LOT 2 BLK 11 MANOR TOWN OF	
235578	BURNS JENNIFER LEE	LOT 5 BLK 11 MANOR TOWN OF	
235579	BURNS JENNIFER LEE	LOT 6 BLK 11 MANOR TOWN OF	
235583	ABDULRAHEEM SINAN	LOT 10 BLK 11 MANOR TOWN OF	
235584	CASTRO BERNARDINO RODRIGUEZ MARTINEZ ESPERANZA CUEVAS	LOT 11 BLK 11 MANOR TOWN OF	
235585	CASTRO BERNARDINO RODRIGUEZ MARTINEZ ESPERANZA CUEVAS	LOT 12 BLK 11 MANOR TOWN OF	
235587	CASTELAN ISIDRO &	LOT 13 BLK 11 MANOR TOWN OF	
235588	CASTELAN ISIDRO &	LOT 14 BLK 11 MANOR TOWN OF	
235589	WASHINGTON BESSIE ESTATE	LOT 15 BLK 11 MANOR TOWN OF	
235590	GREEN ETHEL W	LOT 16 BLK 11 MANOR TOWN OF	
235591	JONES RODNEY E	LOT 17 BLK 11 MANOR TOWN OF	
235592	JONES RODNEY E	LOT 18 BLK 11 MANOR TOWN OF	
235595	PENA ROBERT	LOT 3 & W5FT OF LOT 4 BLK 12 MANOR TOWN OF	
235596	JIMENEZ ROCIO	LOT 16 BLK 12 MANOR TOWN OF	
235597	DE LA LUZ RODRIGUEZ CESAR &	LOT 17 BLK 12 MANOR TOWN OF	
235605	JAIMES CEASAR & JAIME	W1/2 OF LOT 4 BLK 7 MANOR TOWN OF	
235637	ROGERS EDWARD TRUSTEE	S1/2 OF LOT 2 BLK 19 MANOR TOWN OF MH S#4380112015A&B	
235659	SEPECO	E10FT OF LOT 5 LOT 6 BLK 12 MANOR TOWN OF	
235661	ESPINOZA MARTHA	LOT 7 BLK 12 MANOR TOWN OF S#55412165	
235662	RODRIGUEZ HUGO CASTILLO	LOT 8 BLK 12 MANOR TOWN OF	
235663	RODRIGUEZ HUGO CASTILLO	LOT 9 BLK 12 MANOR TOWN OF	
235664	RODRIGUEZ HUGO CASTILLO	LOT 10 BLK 12 MANOR TOWN OF	
235665	HARRIS GRACIE M	LOT 11 BLK 12 MANOR TOWN OF	
235666	HARRIS GRACIE MAE	LOT 12 BLK 12 MANOR TOWN OF	
235667	LOPEZ ROCIO JIMENEZ &	LOT 13 BLK 12 MANOR TOWN OF	
235668	OKORO CHIOMA	LOT 14 BLK 12 MANOR TOWN OF	
235669	JIMENEZ ROCIO	LOT 15 BLK 12 MANOR TOWN OF	24

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
235670	ECKART PHILIP	LOT 1 BLK 13 MANOR TOWN OF	
235671	SEPECO	LOT 2 BLK 13 MANOR TOWN OF	
235672	MOORE ANDREW	LOT 3 BLK 13 MANOR TOWN OF (PRORATE 4/17/07 TO 12/31/07)	
235673	SEPECO	LOT 4 BLK 13 MANOR TOWN OF	
235675	HERNANDEZ GERARDO & ADILENE CASTANEDA	LOT 5 BLK 13 MANOR TOWN OF	
235677	ESPARZA KEVIN A & ANTONIO	LOT 6 BLK 13 MANOR TOWN OF	
235678	SIMMS LOUIS	LOT 7 BLK 13 MANOR TOWN OF	
235679	SEPECO	LOT 8 BLK 13 MANOR TOWN OF	
235682	ROCHA GABRIELA	LOT 11 BLK 13 MANOR TOWN OF	
235683	REYES ELLIOTT & CALIDA	LOT 12 BLK 13 MANOR TOWN OF	
235684	REYES CALIDA & ELLIOTT	LOT 13 BLK 13 MANOR TOWN OF	
235685	TRUJILLO JUAN CANO & ANABELL LARA	LOT 14 BLK 13 MANOR TOWN OF	
235686	TRUJILLO JUAN CANO & ANABELL LARA	LOT 15 BLK 13 MANOR TOWN OF	
235687	CUNNINGHAM H P ESTATE	LOT 16 BLK 13 MANOR TOWN OF	
235688	ESPINOZA MARTHA	LOT 17 BLK 13 MANOR TOWN OF MH S#GDBBAR14827151	
235689	SEPECO	LOT 18 BLK 13 MANOR TOWN OF	
235691	SIMMS LOUIS	LOT 19 BLK 13 MANOR TOWN OF	
235692	SEPECO	LOT 20 BLK 13 MANOR TOWN OF	
235694	SEPECO	W1/2 OF LOT 3 BLK 14 MANOR TOWN OF	
235696	MANOR CHURCH OF CHRIST	E1/2 OF LOT 3 BLK 14 MANOR TOWN OF	
235699	SNEED MILDRED HORTON	N1/2 OF LOT 6 BLK 14 MANOR TOWN OF	
235700	SNEED MILDRED HORTON	S1/2 OF LOT 6 BLK 14 MANOR TOWN OF	
235709	LITTLE ZION BAPTIST CHURCH	LOT 6-8 BLK 15 MANOR TOWN OF	
235714	4 THE PEOPLE MINISTRY	LOT 1-3 BLK 16 MANOR TOWN OF	
235718	ALVAREZ ALVARO ARELLANO &	LOT 7 BLK 16 MANOR TOWN OF	
235719	TURMAN LUKE	LOT 8 BLK 16 MANOR TOWN OF	
235733	JOYNER JAMES ESTATE	LOT 1-3 BLK 3 MANOR TOWN OF	
235741	LITTLE ZION BAPTIST CHURCH	LOT 3-5 BLK 2 MANOR TOWN OF	
238590	GARCIA EPIFANIO DELGADO &	LOT 8 BLK 46 MANOR TOWN OF	
238591	BORREGO MARTHA IRENE	LOT 7 BLK 46 MANOR TOWN OF	
238593	LOGGINS RAYDELL	LOT 6 BLK 46 MANOR TOWN OF	
238594	AAA FIRE & SAFETY EQUIPMENT CO INC	LOT 5 BLK 46 MANOR TOWN OF	
238595	SEPECO	LOT 4 BLK 46 MANOR TOWN OF	
238597	BOWEN BRADLEY & PAULA	LOT 1 BLK 46 MANOR TOWN OF	
238598	SEPECO	LOT 3 BLK 46 MANOR TOWN OF	
238600	RIVERA MARIA DELCARMEN	LOT 10 BLK 47 MANOR TOWN OF	
238601	BANDA JOSEPH & LARRY SUE	LOT 9 BLK 47 MANOR TOWN OF	
238602	BANDA JOSEPH & LARRY SUE	LOT 8 BLK 47 MANOR TOWN OF	
238604	DAVILA CARMEN	LOT 3 BLK 47 MANOR TOWN OF	25

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238605	MATETZSCHK ALLEN	LOT 2 BLK 47 MANOR TOWN OF	
238606	OVERTON TORREY	LOT 1 BLK 47 MANOR TOWN OF	
238607	CHITWOOD TRACYE CURRY	LOT 10 BLK 48 MANOR TOWN OF MH S#PH 229469 NEW MOHO FOR 04	
238608	NUNN LILLIE M	LOT 2 BLK 48 MANOR TOWN OF	
238609	NUNN ROSS ETUX	LOT 1 BLK 48 MANOR TOWN OF	
238628	JUNG JIWON	LOT 1-3 BLK 43 MANOR TOWN OF MH S#KBTXSNA/B344122	
238641	LIONS CLUB OF MANOR INC	ABS 546 SUR 40 MANOR J ACR 6.0180	
238669	DARILEK MICHAEL E & TABATHA A	LOT 2 BLK 29 MANOR TOWN OF	
238670	DARILEK MICHAEL E & TABATHA A	LOT 1 BLK 29 MANOR TOWN OF	
238671	HABBIT AMBUS & PURINEA	ABS 546 SUR 40 MANOR J ACR 0.3200	
238679	CASIMIRO MILDRED	ABS 546 SUR 40 MANOR J ACR 0.3470	
238681	OKORO CHIOMA	ABS 546 SUR 40 MANOR J ACR 0.3800	
238695	VILLALOBOS GUADALUPE & ALBINA	E 1/2 OF LOT 3 BLK 26 MANOR TOWN OF	
238698	LUNDGREN EDWIN O ESTATE	LOT 20 BLK 25 MANOR TOWN OF	
238700	SUN RINGO MIN-LING & YU CHI WU	LOT 16 BLK 25 MANOR TOWN OF MH S#5622149 HIGH-LANDER	
238707	DELUNA MARINA	LOT 3 BLK 25 MANOR TOWN OF	
238708	SNEED TEGWEN	LOT 2 BLK 25 MANOR TOWN OF	
238710	SNEED TEGWEN	LOT 1 BLK 25 MANOR TOWN OF	
238716	DUETT BILLY C	LOT 7 BLK 24 MANOR TOWN OF	
238717	DUETT BILLY C	LOT 6 BLK 24 MANOR TOWN OF	
238718	DUETT BILLY C	LOT 5 BLK 24 MANOR TOWN OF	
238728	BAKER RICHARD & HOLLY M	LOT 6-8 BLK 70 MANOR TOWN OF	
238730	MONTES LUIS CARLOS PONCE &	LOT 3-5 BLK 70 MANOR TOWN OF	
238731	NUERA RENOVATIONS LLC	LOT 8-10 BLK 71 MANOR TOWN OF	
238735	ARELLANO LORENZO	LOT 1-3 BLK 71 MANOR TOWN OF	
238748	CANO JUAN & ANABELL LARA PADRON	LOT 3-5 BLK 62 MANOR TOWN OF	
238750	WINKLER MARIE A	LOT 8-10 BLK 61 MANOR TOWN OF	
238757	NELSON BRYAN & CHRISTINE	LOT 3-5 BLK 60 MANOR TOWN OF	
238762	REXRODE BYRON K	LOT 3-5 BLK 59 MANOR TOWN OF	
238768	TURMAN LUKE & VERONICA LOREDO	LOT 1-3 BLK 58 MANOR TOWN OF	
238781	TURNER DALE W	LOT 6&7 *& NE 1/2 OF LOT 8 BLK 48 MANOR TOWN OF	
238782	LUTZ JAMES T & ALEXANDRA CARRIL-LO	LOT 5 BLK 48 MANOR TOWN OF	
238783	LIONS EYE BANK OF DIST 2-S3&S5	LOT 8-10 MANOR TOWN OF	
238797	JIMENEZ ORLANDO & SUSANA C	LOT 8 BLK 52 MANOR TOWN OF	
238801	DE LA LUZ RODRIGUEZ FILIBERTO &	LOT 10 BLK 53 MANOR TOWN OF	
238802	TAYLOR SHARON DYANE	LOT 9 BLK 53 MANOR TOWN OF	
238803	DIAZ SAMUEL & ARACELI PENA	LOT 8 BLK 53 MANOR TOWN OF	
238804	CRUZ DAVID G & CRYSTAL M	LOT 7 BLK 53 MANOR TOWN OF	
238805	GUEVARA ISRAEL A	LOT 6 BLK 53 MANOR TOWN OF	

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238808	SPENCER ISAAC	LOT 5-7 BLK 54 MANOR TOWN OF MH S#TEX002800 (#1002)	
238820	DE LUNA GILBERTO & ELSA	LOT 8-10 BLK 41 MANOR TOWN OF	
238834	PORRAS JOHNNY & JANIE	LOT 3-5 BLK 39 MANOR TOWN OF	
238851	ANDERSONS COFFEE CO INC	LOT 10 BLK 30 MANOR TOWN OF	
238853	ANDERSON JAMES T	LOT 5 BLK 30 MANOR TOWN OF	
238864	RODRIGUEZ FRANCES &	LOT 8-10 BLK 32 MANOR TOWN OF	
238891	TURANSKY WILLIAM E	LOT 15 BLK 23 MANOR TOWN OF	
238892	PAREDES ADRIAN P & MARIANA G IBANEZ	LOT 14 BLK 23 MANOR TOWN OF	
238898	RODRIGUEZ ADRIAN & KEYNA	LOT 7 BLK 23 MANOR TOWN OF	
240887	DWYER PETER A	ABS 546 SUR 40 MANOR J ACR 3.566	
240916	JUNCTION DEVELOPMENT LLC	LOT 8-10 BLK 15 LANE A E ADDN	
240928	MORENO DANIEL & RUPERTA &	LOT 3 * & W1/2 OF LOT 2 * & E6FT OF LOT 4 BLK 13 LANE A E ADDN	
240954	GUERRERO RUDY & ALICE R	E35FT OF LOT 8 LOT 6&7 BLK 67 MANOR TOWN OF	
240955	MOYEDA CARLOS	LOT 8-10 BLK 68 MANOR TOWN OF	
377657	COUPLAND STATE BANK	LOT 4 COTTONWOOD COMMERCIAL SOUTH SEC 1	
526029	RODRIGUEZ ROSALINDA	LOT 3 BLK 48 MANOR TOWN OF	
526051	MARQUEE INVESTMENTS LLC	ABS 58 SUR 38 BARKER C ACR .959	
547108	MCDONNELL COLE FOSTER & STEPHEN SNYDER MCDONNELL	LOT 4 BLK 48 MANOR TOWN OF	
708857	BOWEN BRADLEY & PAULA	LOT 2 BLK 46 MANOR TOWN OF	
775892	GILDON EMMA	LOT 5 BLK 47 MANOR TOWN OF	
785917	ESTRADA OFELIA	LOT 4 BLK 47 MANOR TOWN OF	
864843	SCOTT BAYLOR & WHITE HEALTH	LOT 2 BLK A LAS ENTRADAS NORTH SEC 1	
873215	GUERRERO JOSE &	LOT 2 BLK 80 MANOR TOWN OF	
907739	DIAZ JUAN J	LOT 5A BLK 14 A.E. LANES'S ADDN REPLAT	
922841	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR .61 (PRORATE 01-01-2024 - 01-16-2024)	
936374	VAZQUEZ ZENON	LOT 1 BLK 64 MANOR TOWN OF	
943110	CV QOZP PROSE MANOR LLC	LOT 2 BLK B MANOR SE COMMERCIAL PHS 4 LOT 1&2 BLK B	
962700	LEXINTON BROWNING LLC	LOT 6-8 BLK 62 MANOR TOWN OF	
978786	TRANSPAK MANOR FACILITY LLC	TRANSPAK FINAL PLAT LOT 2	
235631	DIAZ DELEON CALVILLO LUZ A	LOT 2 BLK 20 MANOR TOWN OF	
238675	MANOR I S D	ABS 546 SUR 40 MANOR J ACR 0.3200	
238685	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 1.4300	
238723	TANCOR LLC	E 12.50' OF LOT 4 * & LOT 5 BLK 68 MANOR TOWN OF	
238724	CULWELL MILTON RAY	LOT 1-3 & 37.5FT OF LOT 4 BLK 68 MANOR TOWN OF	
238779	VELASCO JOHNNY G & TONY	LOT 1-3 BLK 55 MANOR TOWN OF	
238846	MANOR INDEPENDENT SCHOOL DISTR	LOT 2-4 * & PT OF LOT 1 * & PT OF LOT 5 BLK 37 MANOR TOWN OF	

Travis CAD Property ID	Owner Name	Legal Description	Item 1.
238847	120 EAST BOYCE STREET LLC	W10FT OF N50FT OF LOT 16 * & N50FT OF LOT 17-20 MANOR TOWN OF	
238856	GAULT WILLIAM C	S35FT OF LOT 15 & S65FT OF LOT 16-20 BLK 30 MANOR TOWN OF	
240862	MARTINEZ ORALIA	LOT 1 BLK 80 MANOR TOWN OF	
240882	K-N CORPORATION	LOT 1 BLK A MINERVA MANOR RETAIL	
240900	NASH HIAWATH JR & RUBY M	LOT 5 BLK 10 LANE A E ADDN MH S#FH0711584A/B	
240903	THOMASON ERIC & REBEKAH	LOT 3 BLK 11 LANE A E ADDN	
240931	RANDIG WALTER D & LOIS K	LOT 1&2 * & E25' OF LOT 3 BLK 14 LANE A E ADDN	
568094	MIRAMONTES MANUEL TORRES & J	ABS 546 SUR 40 MANOR J ACR 0.5550	
816134	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 5.0954	
862598	CITY OF MANOR	ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 24.27	
948077	ALVARADO NILSA	LOT 2 BLK 65 MANOR TOWN OF	
978046	LLANO LAS ENTRADAS I LLC	LAS ENTRADAS NORTH SEC 1 RPLT LT 1 BLK B LOT 2A	
830450	WAL-MART REAL ESTATE BUSINESS TRUST	LOT 1 MANOR MARKET SUBD	
938234	LAS ENTRADAS DEVELOPMENT	ABS 546 SUR 40 MANOR J ACR 54.4500	

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.

### BACKGROUND/SUMMARY:

This property was zoned for (GO) General Office on September 7, 2022, by Ordinance 673.

This property has direct frontage on US Hwy 290 (approximately 282') and is located almost to the eastern extent of the city limits. It is near the intersection of US 290 and Ballerstedt Rd as well as US 290 and Abrahamson Road. The area is a mix of commercial, industrial, and residential uses. Most of the residential uses are on the lots behind the subject lot along Voelker Lane with the closest residential unit being approximately 620' from the subject lot's southern property line. The property to the west was recently rezoned to (C-3) heavy commercial, the property across US 290 is vacant, and the property to the east is currently in our ETJ.

This area on our Future Land Use Map is designated as Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. The property owner is seeking to use the property for commercial retail in the front as well as offices and warehouses in the back.

The request for C-3 Heavy Commercial would permit the use of the property for a mix of retail sales and warehouses, which is a retail/industrial use, as well as all other uses permitted under C-3 Heavy Commercial. C-3 is the city's most permissive zoning category, being a mix of commercial and industrial uses. If the P&Z is inclined to support the zoning and use of the property for what is presented, it is recommended that certain uses be removed as permitted. This would keep the permitted uses more consistent with the Future Land Use Maps designation as Commercial Corridor and the intent of that district. Suggest uses to be removed from C-3 are:

1. *Adult-Oriented Businesses* - an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center or other commercial enterprise the primary business of which is the offering of service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.
2. *Data Center* - a facility housing a collection of computer servers and associated components, such as telecommunication, storage and backup systems that supply information to a single or multiple end users

off-site. Facilities typically require large amounts of electricity, strict temperature control and security, and will generally have few employees present on-site.

3. *Light Industrial* - a use engaged in the manufacture of finished products or parts predominantly from previously prepared materials, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing.
4. *Mini-storage warehouse* - an establishment offering small, individual storage units for rent or lease and are restricted solely to the storage of items such as motor vehicles, trailers, boats, bulky household goods and various personal property. There is no conduct of sales, business or any other activity within the individual storage units.
5. *Product Development Services (general)* - development and testing of non-hazardous products related to research services.
6. *Research Services (general)* - establishments engaged in research of an industrial or scientific nature not involving or requiring the use of any biological, chemical or other agent that could cause a hazard to adjacent property. Typical uses include electronics research laboratories, and development and testing of computer software packages
7. *Truck Stop or Travel Center* - a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.
8. *Vehicle Storage Facility* - a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year. This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.

Removing the above uses as permitted on the property would keep the allowable uses more in line with what is permitted under C-2 Medium Commercial, but still allow for Office Warehouse Use.

The Planning and Zoning Commission had further inquiry about the intended use of the property and if the desired C-3 zoning was necessary to be in line with our Future Land Use Map. The developer/owner was not present to answer questions, so it was voted for postponement with a 6-1 vote to allow them to be at the January 8<sup>th</sup> meeting.

**\*\*Please note –** gas stations are permitted by right in C-3 Heavy Commercial, meaning one could be constructed on the lot without a Specific Use Permit. If the Council is not inclined to support a gas station on this property, Gas Station (full service) and Gas Station (limited) should also be added to the removed list.

<b>LEGAL REVIEW:</b>	Yes	<i>Veronica Rivera, Assistant City Attorney</i>
<b>FISCAL IMPACT:</b>	No	
<b>PRESENTATION:</b>	No	
<b>ATTACHMENTS:</b>	Yes	

- |                    |                           |
|--------------------|---------------------------|
| • Ordinance        | • C-3 permitted uses      |
| • Letter of Intent | • Comprehensive Plan FLUM |
| • Rezoning Map     | • Public Notice           |
| • Aerial Image     | • Mailing Labels          |



**STAFF RECOMMENDATION:**

It is the City Staff's recommendation that the City Council conduct a public hearing on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial with certain permitted uses removed.

**Planning & Zoning Commission:**

**Recommend Approval**

**Disapproval**

**None**

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October 25, 2024

City of Manor – Planning Department  
105 E Eggleston St.  
Manor, TX 78653  
512-272-5555

**RE: 16023 E US-290 Manor, Texas 78621**  
**Legal Description: Lot 16 Bluebonnet Park**  
**Project Name: “Salt and Pepper Rezone”**

To Whom It May Concern:

Henderson Professional Engineers is under contract with Salt and Pepper Development regarding the property located at 16023 E US-290 Manor, Texas 78621 for a Re-Zoning application to rezone the property from GO (General Office) to C-3 (Heavy Commercial). The 4.879-acre tract of land is shown in Travis County Appraisal District records as 773142 and is inside the corporate limits of Manor, Texas. It is important to note that this re-zoning request is a proposal and this could be changed and may be entirely different than this vision. This proposal cannot be conditionally approved for the rezoning.

The City of Manor requires information to be submitted to the development services department no less than 4 weeks before the first available Planning and Zoning Commission meeting. Those meetings are held on the second Wednesday of each Month. Based on our history of re-zoning applications in the area, the Planning and Zoning commission will then make a recommendation to the City Council to approve or deny the rezoning application. The City Council meets on the first and third Wednesday of each month and must hear the rezoning case and hold a public hearing twice prior to final approval. Based on the best available written data, it is possible that the re-zoning may be approved within 90 days from the date of the conveyance of the land and the application submittal to the city.

In my career, I have personally been involved in numerous re-zoning and re-platting projects within the Hill Country area. I am very familiar with the process in Manor, Texas and have a great working relationship with the City staff of Manor, Texas. I have a high degree of confidence that the rezoning from GO (General Office) to C-3 (Heavy Commercial) will be approved.






The property is outlined in yellow below:



The project site is currently zoned GO (General Office) and the existing roads and utilities (water, sewer and power) will serve the new commercial development. The current zoning of the surrounding areas is:



## Legend

	A	Agricultural
	GO	General Office
	C-1	Light Commercial
	C-2	Medium Commercial
	C-3	Heavy Commercial

The City of Manor Code of Ordinances provides the regulations for the jurisdiction of this development at this time. The Code of Ordinances, Chapter 14, indicates that Heavy Commercial should provide a mix of commercial and light industrial complexes to support the community as a whole and to provide employment opportunities for both the community and the region. The proposed construction in this project includes a commercial retail building in the front with offices and warehouses in the back, which would fit with the proposed land use of "Office, warehouse", whose definition in Chapter 14 includes retail and wholesale sales areas as accessory uses. This site, located along an arterial roadway and can provide for transitional uses between neighborhoods and more intensive commercial regional activities.



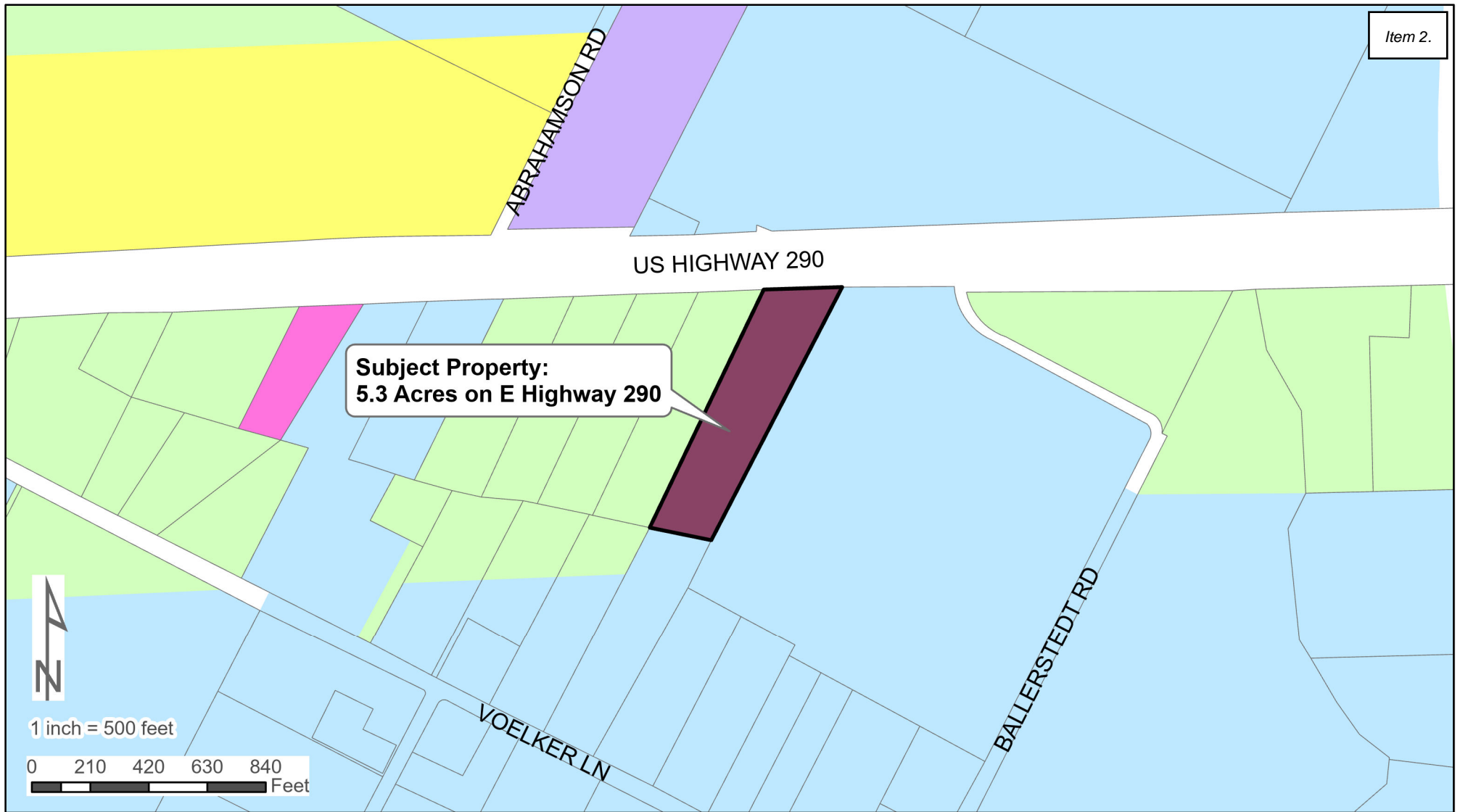
Should you need additional information please do not hesitate to contact me at [hpe@hendersonpe.com](mailto:hpe@hendersonpe.com) or 737.203.8953.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jen Henderson', is positioned above the printed name.

Jen Henderson, P.E.  
President & CEO  
Henderson Professional Engineers, LLC

JH/RJC/DR



# **Proposed Zoning: C-3 Heavy Commercial**

*Current Zoning:  
General Office (GO)*

## **Zoning Legend**

<span style="color: green;">■</span> A	Agricultural	<span style="color: olive;">■</span> MH-1	Manufactured Home	<span style="color: magenta;">■</span> C-3	Heavy Commercial
<span style="color: yellow;">■</span> SF-E	Single Family Estate	<span style="color: darkolivegreen;">■</span> MH-2	Manufactured Home Park	<span style="color: lightblue;">■</span> IN-1	Light Industrial
<span style="color: yellow;">■</span> SF-1	Single Family Suburban	<span style="color: green;">■</span> OS	Open Space	<span style="color: purple;">■</span> IN-2	Heavy Industrial
<span style="color: yellow;">■</span> SF-2	Single Family Standard	<span style="color: lightblue;">■</span> I-1	Institutional-Small	<span style="color: red;">■</span> NB	Neighborhood Business
<span style="color: orange;">■</span> TF	Two-Family Residential	<span style="color: blue;">■</span> I-2	Institutional-Large	<span style="color: red;">■</span> DB	Downtown Business
<span style="color: orange;">■</span> TH	Townhome	<span style="color: darkred;">■</span> GO	General Office	<span style="color: red;">///</span> PUD	Planned Unit
<span style="color: brown;">■</span> MF-1	Multi-Family 15	<span style="color: pink;">■</span> C-1	Light Commercial	<span style="color: blue;">■</span> ETJ	
<span style="color: brown;">■</span> MF-2	Multi-Family 25	<span style="color: magenta;">■</span> C-2	Medium Commercial		







11/27/24

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 16023 E US 290 rezoning from GO - General office to C3 - Heavy Commercial  
 Case Number: 2024-P-1689-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 16023 E US 290 Manor, TX from (GO) General office to (C3) Heavy Commercial. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.**

***Applicant: 16023 HWY 290 LLC***  
***Owner: Henderson Professional Engineers***

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

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

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653  
 (T) 512.272.5555 • (F) 512.272.8636 • [WWW.CITYOFMANOR.ORG](http://WWW.CITYOFMANOR.ORG)



ALCAT NED AUSTIN LLC  
655 N AIA  
JUPITER, FL 33477

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749

BRADLEY BLANCHE D  
16100 VOELKER LN  
ELGIN, TX 78621-4108

CHUNG BENJAMIN TAEHOON  
PO BOX 812  
MANOR, TX 78653-0812

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St. and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

### BACKGROUND/SUMMARY:

This is the Manor Grocery store in downtown. The owner is attempting to get (C-1) zoning to allow them the ability to sequentially apply for a gas station specific use permit. Currently, their zoning is (DB) Downtown Business which allows for their grocery store to operate once the necessary repairs made to the store.

There are currently three gas stations within a mile of the Manor Grocery store with two of them being located off Lexington St. This location was previously able to operate as a gas station due to its existence before our current zoning ordinance. However, after 90 days of inactivity, the grandfathering of the non-conformance is lifted, and the property must be brought into compliance with current code.

The Planning and Zoning Commission is recommending disapproval in a 7-0 vote on this request after expressing several concerns revolving around the property. Some of the concerns voiced were that of maintaining the historic value of the building to the community without changing the use, forcing a gas station on to the property when there is minimal space for one without a major reconfiguration of the buildings on the lot, potential removal of the metal building in the rear, where the driveways will go, how people will get in and out of the site if a gas station were to be placed there, how the 18 wheelers carrying fuel would get in and out of the site, and more.

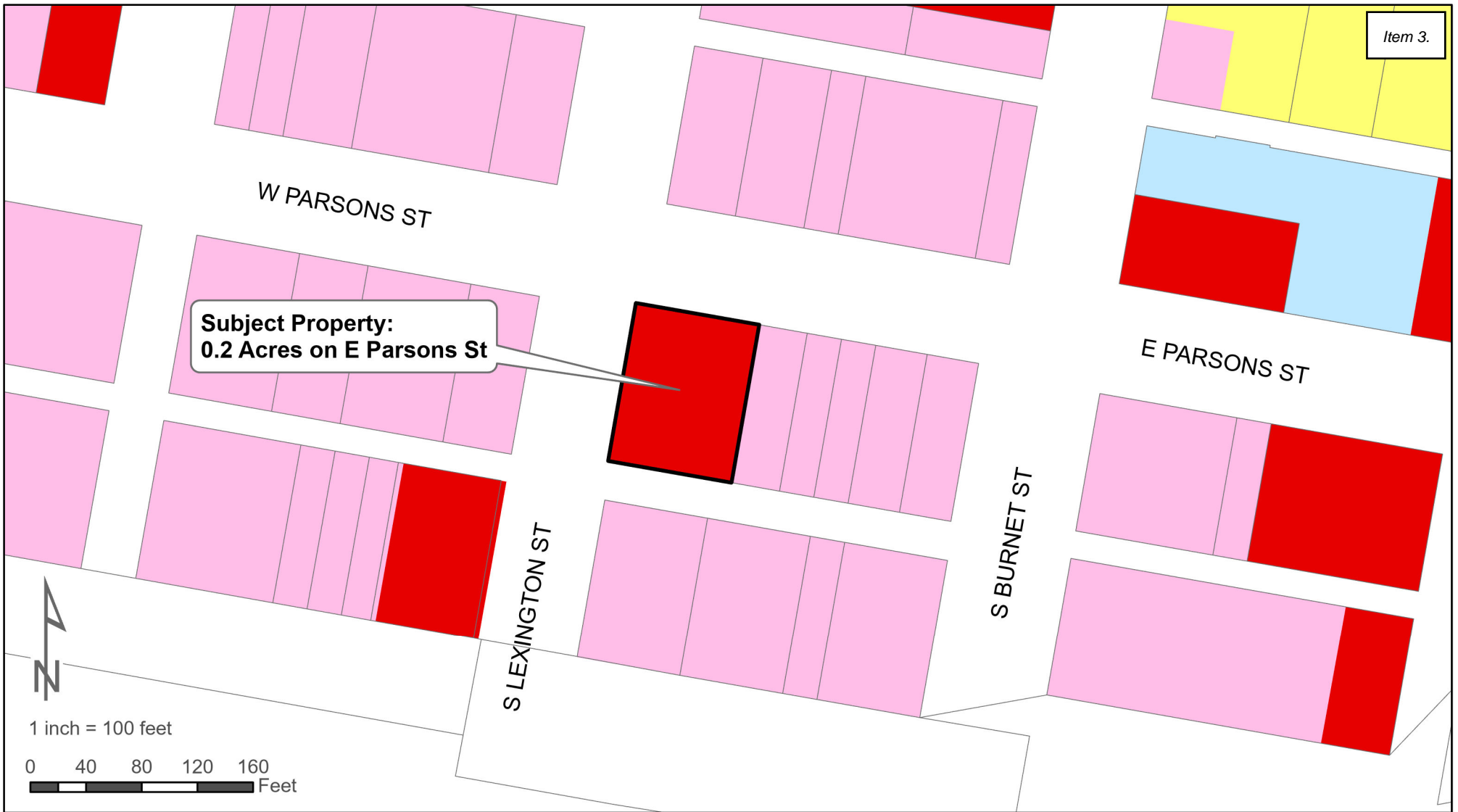
**LEGAL REVIEW:** No  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Summary Form
- Aerial Image
- Mailing notice
- Zoning map
- Mailing Addresses

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council conduct a public hearing on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

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



**Proposed Zoning:**  
**C-1 Light Commercial**

*Current Zoning:*  
*Downtown Business (DB)*

**Zoning Legend**

<span style="background-color: #90EE90; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> A	Agricultural	<span style="background-color: #808000; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> MH-1	Manufactured Home	<span style="background-color: #FF00FF; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C-3	Heavy Commercial
<span style="background-color: #FFFF00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> SF-E	Single Family Estate	<span style="background-color: #008000; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> MH-2	Manufactured Home Park	<span style="background-color: #CCCCFF; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> IN-1	Light Industrial
<span style="background-color: #FFFF00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> SF-1	Single Family Suburban	<span style="background-color: #00FF00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> OS	Open Space	<span style="background-color: #800080; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> IN-2	Heavy Industrial
<span style="background-color: #FFFF00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> SF-2	Single Family Standard	<span style="background-color: #ADD8E6; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> I-1	Institutional-Small	<span style="background-color: #FF0000; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> NB	Neighborhood Business
<span style="background-color: #FFA07A; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> TF	Two-Family Residential	<span style="background-color: #0000FF; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> I-2	Institutional-Large	<span style="background-color: #FF0000; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> DB	Downtown Business
<span style="background-color: #FFA500; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> TH	Townhome	<span style="background-color: #800080; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> GO	General Office	<span style="border-bottom: 2px dashed red; display: inline-block; width: 15px; height: 10px;"></span> PUD	Planned Unit
<span style="background-color: #8B4513; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> MF-1	Multi-Family 15	<span style="background-color: #FFC0CB; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C-1	Light Commercial	<span style="background-color: #ADD8E6; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> ETJ	
<span style="background-color: #654321; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> MF-2	Multi-Family 25	<span style="background-color: #FF00FF; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> C-2	Medium Commercial		









11/27/24

## City of Manor Development Services

### Notification for a Rezoning Application

Project Name: Manor Grocery (102 E Parsons) Rezoning from (DB) Downtown Business to (C-1) Light Commercial  
 Case Number: 2024-P-1690-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 102 E Parsons Manor, TX also known as Manor Grocery from (DB) Downtown Business to (C-1) Light Commercial. The request will be posted on the agenda as follows:

**Public Hearing:** Conduct a public hearing on a Rezoning Application for four (4) lots on 0.2376 acres, more or less, and being located at 102 E Parsons, Manor, TX also known as Manor Grocery from (DB) Downtown Business to (C-1) Light Commercial.

***Applicant: Cristian Garcia***  
***Owner: Manor Grocery***

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

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

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653  
 (T) 512.272.5555 • (F) 512.272.8636 • [WWW.CITYOFMANOR.ORG](http://WWW.CITYOFMANOR.ORG)

Travis Central Appraisal District  
Center location of work required  
102 W. Parsons St.  
Manor TX 78653

## **Manor Grocery**

Property ID:238889  
Legal : Lot 18-20 &W15FT of Lot 17 Blk 23 Manor Town

### **East Property Owners:**

Name:

Relax Inn Of Manor

Address: 106 E Parsons St, Manor TX 78653

LOT 16 & E10FT OF LOT 17 BLK 23 MANOR TOWN OF (COMMERCIAL PERSONAL  
PROPERTY)

Name:

Paredes Adrian P & Mariana G Ibanez

Owner Address: 5002 Smokey VLY Unit A, Austin TX 78731

Address: 114 E Parsons St, Manor TX 78653

LOT 14 BLK 23 MANOR TOWN OF

Name:

Rodriguez Adrian & Keyna

Owner Address: 9115 GOLDEN LEAF, AUSTIN TX 78748-6529

Address: 116 E Parsons St A, Manor TX 78653

W1/2 OF LOT 12 LOT 13 BLK 23 MANOR TOWN OF

Name:

C&K Brother & CO LLC

Address: 201 E Parsons St, Manor TX 78653

LOT 17-20 BLK 22 MANOR TOWN OF

**West Property Owners:**

Name:

Duetty Billy C

Owner Address: PO BOX 562, Manor TX 78653

Address: 100 TX Parsons St, Manor TX 78653

LOT 11-12 BLK 24 MANOR TOWN OF

LOT 13-15 BLK 24 MANOR TOWN OF

LOT 16-17 BLK 24 MANOR TOWN OF

LOT 18-20 BLK 24 MANOR TOWN OF

**South Property Owners:**

Name:

City Of Manor (884629)

PO BOX 387 Manor TX 78653

LOT 1-3 BLK 23 MANOR TOWN OF

Name:

GILDON GEORGE EDWARD ETAL (1654966)

1303 GLENWOOD DR

AUSTIN TX 78723-1130

Situs Address: Old HY 20, TX 78653

LOT 4-6 BLK 23 MANOR TOWN OF

Name:

RODRIGUEZ ADRIAN & KEYNA (1888496)

9115 GOLDEN LEAF

AUSTIN TX 78748-6529

LOT 7 BLK 23 MANOR TOWN OF

Situs Address: Old HY 20, TX 78653

Name:

RODRIGUEZ ADRIAN & KEYNA (1888496)

9115 GOLDEN LEAF

AUSTIN TX 78748-6529

LOT 8-10 BLK 23 MANOR TOWN OF



Name:

AUS-TEX PROPERTIES LLC (1652288)

7309 BURLESON MANOR RD

MANOR TX 78653-5105

Situs Address: S Lexington St. Manor TX 78653

LOT 8-A TOWN OF MANOR AMD LTS 8-10 BLK 24 LT 8-A

Name:

DUETT BILLY C (1559887)

PO BOX 562

MANOR TX 78653-0562

LOT 7 BLK 24 MANOR TOWN OF

LOT 5 BLK 24 MANOR TOWN OF

Name:

city of manor (215624)

105 e Eggleston st

manor TX 78653-3463

lot 1-4 blk 24 manor town of

### **North Property Owners:**

Name:

SUAREZ ERNESTO (215802)

14121 BOIS D ARC LN

MANOR TX 78653-3815

LOT 1&2 BLK 30 MANOR TOWN OF

Name:

ANDERSON JAMES T (105908)

1601 W 38TH ST STE 2

AUSTIN TX 78731-6233

Situs Address: 105 E Parson St. TX 78653

LOT 5 BLK 30 MANOR TOWN OF

LOT 6-9 BLK 30 MANOR TOWN OF

Name:

ANDERSONS COFFEE CO INC (215800)

1601 W 38TH ST STE 2

AUSTIN TX 78731-6233

Situs Address: 205 Parsons St. TX 78653

LOT 10 BLK 30 MANOR TOWN OF

Name:

HUNTER HEIGHTS LLC (1715136)

PO BOX 82653

AUSTIN TX 78708-2653

Situs Address: 201 E Parson St. Manor TX 78653

1791 AC OF LOTS 1-3 BLK 31 MANOR TOWN OF

Name:

CANO FAMILY ESTATE LLC (2013516)

204 SMITH LN

MANOR TX 78653-2036

Situs Address: 101 FM973

LOT 9-10 BLK 29 MANOR TOWN OF (COMMERCIAL PERSONAL PROPERTY)

Name:

CARDENAS VIRGINIA Z (1657773)

PO BOX 243

MANOR TX 78653-0243

Situs Address: 105 W. Parsons St, TX 78653

LOT 5-8 BLK 29 MANOR TOWN OF

Name:

DARILEK MICHAEL E & TABATHA A (215647)

PO BOX 976

MANOR TX 78653-0976

Situs Address: 107 Parsons St

LOT 3&4 BLK 29 MANOR TOWN OF

LOT 2 BLK 29 MANOR TOWN OF

LOT 1 BLK 29 MANOR TOWN OF

Name:

DAVIS CAPITAL INVESTMENTS LLC (1850555)

P.O. BOX 248

MANOR TX 78653-0248

Situs Address: 109 N Lexington St Manor TX 78653

LOT 11-14 & E 1/2 OF LOT 15 BLK 29 MANOR TOWN OF

W1/2 OF LOT 15 & E 1/2 OF LOT 16 BLK 29 MANOR TOWN OF (PRORATE 7/10/2020 TO  
12/31/2020)

Name:

BUILD BLOCK INC (1907925)

2700 E 2ND ST

LOS ANGELES CA 90033-4102

Situs Address: 108 W Boyce St, TX 78653

W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF

Name:

120 EAST BOYCE STREET LLC (1754550)

1004 MERIDEN LN

AUSTIN TX 78703-3823

Situs Address: 102 Boyce St, TX 78653

W10FT OF N50FT OF LOT 16 \*& N50FT OF LOT 17-20 BLK 30 MANOR TOWN OF

Name:

GAULT WILLIAM C (195354)

PO BOX 32

MANOR TX 78653-0032

Boyce St, TX 78653

E15FT OF N50FT OF LOT 16 BLK 30 MANOR TOWN OF

S35FT OF LOT 15 & S65FT OF LOT 16-20 BLK 30 MANOR TOWN OF

AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

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

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**AGENDA ITEM DESCRIPTION:**

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

**BACKGROUND/SUMMARY:**

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

- December 4, 2024, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

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

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
DECEMBER 4, 2024**

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

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

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

**CITY STAFF:**

Scott Moore, City Manager  
Ryan Phipps, Chief of Police  
Scott Jones, Economic Development Director  
Yalondra V. Santana, Heritage & Tourism Manager  
Michael Burrell, Interim Development Services Director  
Mathew Woodard, Public Works Director  
Lance Zeplin, Public Works Superintendent  
Frank Phelan, P.E. City Engineer  
Veronica Rivera, Assistant City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:07 p.m. on Wednesday, December 4, 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

No one appeared at this time.

At the direction of Mayor Harvey Item No. 3 was pulled from the Consent Agenda to be discussed separately.

## CONSENT

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

*Submitted by: Lluvia T. Almaraz, City Secretary*

- **October 16, 2024, City Council Regular Meeting;**
- **October 19, 2024, City Council Workshop;**
- **November 6, 2024, City Council Workshop;**
- **November 6, 2024, City Council Regular Meeting;**
- **November 16, 2024, City Council Workshop;**
- **November 19, 2024, City Council Called Special Session;**
- **November 20, 2024, City Council Workshop; and**
- **November 20, 2024, City Council Regular Meeting**

### 2. Consideration, discussion, and possible action on a Resolution of a Joint Election Agreement with the Travis County Elections Administrator to Conduct the City's Runoff Election; Providing for the Notice of Appointment of Early Voting Ballot Board and Signature Verification Committee.

Resolution No. 2024-38: A Resolution of The City of Manor, Texas, Providing for Approval of a Joint Election Agreement With the Travis County Elections Administrator to Conduct the City's Runoff Election; Providing for the Notice of Appointment of Early Voting Ballot Board and Signature Verification Committee; and Providing an Effective Date.

### 4. Consideration, discussion, and possible action on a 0.088-acre Wastewater Easement over and across a portion of lots 7C-1B and 7C-1C, Block A, Short Form Final Plat of Manor Commons SW in Travis County, Texas.

### 5. Consideration, discussion, and possible action on a 0.029 acre, more or less, Wastewater Easement out of the Greenbury Gates Survey No. 63, Abstract 315, in Travis County, Texas.

**6. Consideration, discussion, and possible action on the IT Specialist II position and Pay Scale.**

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

There was no further discussion.

**Motion to approve carried 7-0**

**REGULAR AGENDA**

**3. Consideration, discussion, and possible action on a 0.6399 Wastewater Easement out of the Greenberry Gates Survey No. 63, Abstract No. 315, and being out of Lot 1, Manor Addition in Travis County, Texas.**

Assistant City Attorney Rivera stated that she received new acreage revisions for the easement; therefore, the language on the agenda was incorrect, and staff recommended postponing this item until the December 18th meeting.

Robinson Zamorano with Landmark Companies discussed the proposed easement. He stated that all city requirements were met and didn't understand why the item was being postponed.

Assistant City Attorney Riveras stated that City Engineer reviewed meets and bounds however easement needs to include additional land to cover the adjacent commercial tract. Legal had not reviewed the new addition, and the agenda wording is incorrect, which is the reason for requesting the postponement. She also stated that the council could make a motion to allow the city manager to execute the easement after the final easement was reviewed.

Josh Vasquez with Husch Blackwell LLP submitted a speaker card in opposition to this item. He's representing the adjacent landowner, who is requesting a postponement so that they could have additional time to be reviewed.

Mayor Harvey suggested that the item be tabled to give additional time for both parties to discuss a solution.

Interim Development Director Burrell expressed his recommendation for the item to move forward and for the City Council to authorize the City Manager to execute after final revisions are made.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the easement as to form and authorize the city manager to finalize the easement with any revisions necessary with discussion.



A discussion was held regarding clarification of the reason for the delay of the easement.

Mr. Vasquez discussed why he would like the item to be postponed.

A discussion was held regarding the clarification of the City Manager to sign the easement after revisions.

City Engineer Phelan discussed the proposed revisions to the easement.

**MOTION:** Upon a motion made by Mayor Pro Tem Emily Hill and seconded by Council Member Weir to table the item.

There was no further discussion.

**Motion to table carried 7-0**

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

**9. Consideration, discussion, and possible action on the Rental Assistance Program for the new State Farm Insurance agency in Manor, Texas.**

The city staff recommended that the City Council approve a grant to Stephen Miller State Farm Agency in the amount of \$7498.00, reimbursed monthly upon request from the owner after proof of payment to the landlord is received by the City.

Economic Development Director Jones discussed the proposed rental assistance grant for Stephen Miller State Farm Agency.

A discussion was held regarding the clarification of the grant amount.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve a grant to Stephen Miller State Farm Agency in the amount of \$7,498.00, reimbursed monthly upon request from the owner after proof of payment to the landlord is received by the City.

A discussion was held regarding the clarification of the grant amount.

**MOTION:** Upon an amendment motion made by Council Member Amezcua and seconded by Council Member Moreno to approve a grant to Stephen Miller State Farm Agency for the maximum of \$750.00 per month for the first 6 months, with the declining balance thereafter rental assistance to reimburse monthly upon request from the owner after proof of payment to the landlord is received by the city for the maximum amount of \$7,498.

**Motion to approve carried 5-2  
(Mayor Pro Tem Emily Hill and Council Member Deja Hill voted against)**

**10. Consideration, discussion, and possible action on granting the second six months of the City's Rental Assistance Program for E'Styles.**

The city staff recommended that the City Council approve the extension of the previous grant to E'Styles in the amount of \$2,998.00, reimbursed monthly upon request from the owner after the City receives proof of payment to the landlord.

Economic Development Director Jones discussed the proposed grant.

Mr. and Mr. Villarreal spoke regarding the success of their business and the reason for requesting the additional grant.

A discussion was held regarding future internships that could be provided with the school's cosmetology class.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the extension of the previous grant to E'Styles in the amount of \$2,998 reimbursed monthly upon request from the owner after the city receives proof of payment to the landlord.

Council Member Wallace stated that this item needed clarification on the reimbursement amount.

**MOTION:** Upon an amended motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the extension of the previous grant to E'Styles in the amount of \$2,998 as per the payment schedule provided and reimbursed monthly upon request from the owner after the city receives proof of payment to the landlord.

**Motion to approve carried 7-0**

**3. Consideration, discussion, and possible action on a 0.6399 Wastewater Easement out of the Greenberry Gates Survey No. 63, Abstract No. 315, and being out of Lot 1, Manor Addition in Travis County, Texas.**

Interim Development Services Director Burrell stated that both parties and the City Engineer had agreed to review revisions later and would accept the City Manager's authorization to execute the final agreement with any discussed revisions.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve as to form and authorize the City Manager to execute the easement with any revisions necessary.

There was no further discussion.

**Motion to approve carried 7-0**

**7. Consideration, discussion, and possible action on a change order to the construction contract for the Cottonwood Creek West Tributary Wastewater Main Extension.**

The city staff recommended that the City Council approve Change Order No. 1 to the construction contract for the Cottonwood Creek West Tributary Main with Santa Clara Construction in the amount of \$26,185.68.

City Engineer Phelan discussed the proposed change order.

A discussion was held regarding the timeline of the project.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Change Order No. 1 to the construction contract for the Cottonwood Creek West Tributary Main with Santa Clara Construction in the amount of \$26,185.68.

A discussion was held regarding the source of the allocation of funds.

There was no further discussion.

**Motion to approve carried 7-0**

**8. Consideration, discussion, and possible action on a Statement of Work No. 41 to the Master Services Agreement with George Butler Associates, Inc. for the upgrading and expansion of the current Geographic Information System (GIS) infrastructure.**

The city staff recommended that the City Council approve the proposed Statement of Work No. 41 to the Master Services Agreement with George Butler Associates, Inc. for the upgrade and expansion of the GIS infrastructure in the amount of \$20,000.

Justin Clinger with GBA discussed the proposed agreement regarding the operation and training of the city public works department's GIS software.

Public Works Director Woodard discussed the advantages of employee certification and training.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the proposed Statement of Work No. 41 to the Master Services Agreement with George Butler Associates, Inc. for the upgrade and expansion of the GIS infrastructure in the amount of \$20,000.

There was no further discussion.

**Motion to approve carried 7-0**

**11. Consideration, discussion, and possible action on a resolution setting and issuing notice of a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land and directing the preparation of a preliminary reinvestment zone project and financing plan.**

The city staff recommended that the City Council approve Resolution No. 2024-39 setting a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land, authorizing the City Secretary to issue notice regarding the public hearing, and directing the City to prepare a preliminary reinvestment zone project and financing plan.

Economic Development Director Jones discussed the proposed public hearing for creating TIRZ No. 2.

Resolution No. 2024-39: A Resolution of The City Council of The City of Manor, Texas, Setting a Public Hearing Under Section 311.003 of The Texas Tax Code for the Creation of a Tax Increment Reinvestment Zone (TIRZ #2) Containing Approximately 927.5 Acres of Land Generally Located Along the Northside and Southside of Highway 290 and South Along Lexington Street to the City of Manor's Southern City Limits and Being Wholly Located Within the Corporate Limits and Extraterritorial Jurisdiction of the City of Manor; Authorizing the Issuance of Notice by the City Secretary of the City of Manor, Regarding the Public Hearing; and Directing The City Of Manor To Prepare A Preliminary Reinvestment Zone Project And Financing Plan.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Weir to approve Resolution No. 2024-39 setting a public hearing for the creation of a Tax Increment Reinvestment Zone (TIRZ #2) containing approximately 927.5 acres of land, authorizing the City Secretary to issue notice regarding the public hearing, and directing the City to prepare a preliminary reinvestment zone project and financing plan.

There was no further discussion.

**Motion to approve carried 7-0**

**12. Consideration, discussion, and possible action on an agreement authorizing the work to provide Surveying, Mapping, and Ground Penetrating Radar Services for the Cemetery.**

The city staff recommended that the City Council authorize the City Manager to sign the contract agreement with LSI Landesign Services, Inc. in an amount not to exceed \$32,500.

Public Works Director Woodard discussed the proposed agreement.

Assistant City Attorney Rivera stated that legal hadn't reviewed the contract and asked if approved, the motion would include the review of legal staff.

Nora Sanchez, Cemetery Administrator discussed the importance and reasons of having surveying services for the cemetery.

A discussion was held regarding the clarification of the cemetery property acreage.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Hill to authorize the City Manager to sign the contract agreement with LSI Landesign Services, Inc. in an amount not to exceed \$32,500 after legal review.

There was no further discussion.

**Motion to approve carried 7-0**

**13. 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 Public Utility Easement of 20,835 Square Feet (as described in Exhibit "A") from a 10.0 Acre Tract of Land Conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas for the Public Use and Purpose of Construction of Public Utilities Including Water Lines and Wastewater Lines.**

The city staff recommended that the City Council approve Resolution No. 2024- 40 *"I move that the City of Manor authorize the use of the power of eminent domain to acquire a permanent public utility easement totaling 20,835 square feet from property owned by Plata Holdings, LLC and described in Agenda Item 13 for the public use of constructing and operating public utilities including water lines and wastewater lines."*

City Manager Moore discussed the proposed resolution.

Resolution No. 2024-40: 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 Public Utility Easement Over a 20,835 Square Foot Parcel of Land Situated in the Green Berry Gates Survey, Abstract No. 315, in Travis County, Texas, Being Out of That Same Tract of Land Conveyed to Plata Holdings, LLC 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 Weir and seconded by Mayor Pro Tem Emily Hill to approve Resolution No. 2024- 40 *“I move that the City of Manor authorize the use of the power of eminent domain to acquire a permanent public utility easement totaling 20,835 square feet from property owned by Plata Holdings, LLC and described in Agenda Item 13 for the public use of constructing and operating public utilities including water lines and wastewater lines.”*

There was no further discussion.

Mayor Harvey conducted a roll call. All City Council voted yes.

**Motion to approve carried 7-0**

**14. Consideration, discussion, and possible action on installing pedestrian bridges for public safety and improvement.**

The city staff recommended that the City Council authorize the City Manager to secure proposals to complete the installation of the pedestrian along the US Highway 290 Corridor.

City Manager Moore discussed the proposed request.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to authorize the City Manager to secure proposals to complete the installation of the pedestrian along the US Highway 290 Corridor.

A discussion was held regarding other options for the bridge placement.

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 8:58 p.m. on Wednesday, December 4, 2024, in accordance with the requirements of the Open Meetings Law.

**EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters – Discussion of City Manager’s Employment; Sections 551.071 and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the EntradaGlen PID; Section 551.071 Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Hibbs Lane Parcel; and 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* at 8:58 p.m. on Wednesday, December 4, 2024.

The Executive Session was adjourned at 10:14 p.m. on Wednesday, December 4, 2024.

## OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 10:14 p.m. on Wednesday, December 4, 2024.

### **15. Consideration, discussion, and possible action on the First Amendment to the City of Manor, Texas, Deposit Agreement EntradaGlen PID with Las Entradas Development Corporation.**

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir to postpone this item to the December 18, 2024, Regular Council Meeting.

There was no further discussion.

**Motion to postpone carried 7-0**

## ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 10:15 p.m. on Wednesday, December 14, 2024.

The Manor City Council approved these minutes on the 18<sup>th</sup> day of December 2024.

## APPROVED:

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

## ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

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

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### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- November 2024 City Council Monthly Reports

### STAFF RECOMMENDATION:

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

# Manor City Council

## Monthly Report

Name: Dr Christopher Harvey Place/Position Mayor

Start Date: November 1, 2024 End Date: November 30, 2024

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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council	6, 20	Regular council meetings
Workshop	6, 16, 20	Audit, City of Manor HR Policies and Procedures, Downtown Planning
Special Session	19	Canvas nov 5 election

## Other Meetings

Type of Meeting	Date	Description
BGCA Ball	15	Guest at Event
Veterans Ceremony	11	Celebrate veterans at MISD complex

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Community Collaborative	Y	27, 28		Operation Turkey Event
Economic	Y	21		Meeting w/GTC360 over hospital

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
METT	21	Manor, Elgin, Taylor Summit

- 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
AAMA	19	Creating a Climate Action Plan
CAMPO/TXDOT	13	FM 973 Project toward Taylor

### Other

Type of Meeting	Date	Description

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

# Manor City Council

## Monthly Report

Name: Emily Hill Place/Position Mayor Pro Tem

Start Date: November 1, 2024 End Date: November 30, 2024

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

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	11/04/2024	Regular City Council meeting
City Council Meeting	11/20/2024	Regular City Council meeting

## Other Meetings

Type of Meeting	Date	Description
City Council Workshop	11/06/2024	Audit workshop FY 2022-2023
City Council Workshop	11/16/2024	City of Manor HR Policies and Procedures

## Other

Type	Date	Description
City Council Workshop	11/20/2024	Downtown Strategic Plan
City Council Special Session	11/19/2024	Canvass

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public Safety Committee	Yes	11/19/2024		Discussion on animal control, and further progress from the previous meeting
Community Collaboration Committee	No	Na		Na

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

### Other

Type	Date	Description

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

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

# Manor City Council Monthly Report

Name: Anne Weir Place/Position City Council Place 2

Start Date: November 1, 2024 End Date: November 30, 2024

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



# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
CITY Council WORKSHOP AUDIT FY 22-23	Nov. 6, 2024	Discuss, study & clarify information for upcoming Council meetings.
CITY Council Regular Meeting	Nov. 6, 2024	Discuss, Debate & VOTE on Proposed matters related to city government

## Other Meetings

Type of Meeting	Date	Description
CITY Council WORKSHOP-HR POLICIES	NOV. 16, 2024	Overview & Summary of the City's Policies & procedures
CITY Council Canvass	NOV. 19, 2024	POST ELECTION Confirming of THE BALLOTS CAST IN THE NOV. 5, 2024 Election.

## Other

Type	Date	Description
Manor Senior Thanksgiving Luncheon - Manor Lions	Nov. 20, 2024	Manor Lions Club host its Annual Thanksgiving Luncheon for local Senior Residents
CITY Council WORKSHOP-Division Strategic meeting	Nov. 20, 2024	Outlining the approach to Strategic Planning for Manor's Downtown
CITY Council Regular Meeting	Nov. 20, 2024	Discuss, Debate & vote on proposed matters related to city government

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



MANOR SENIOR

Thanks  
Giving

LUNCHEON

LET'S GATHER TOGETHER TO GIVE THANKS,  
SHARE A DELICIOUS MEAL AND ENJOY THE  
COMPANY OF OUR CHERISHED SENIOR  
COMMUNITY!

20 NOV 2024

429 W. PARSONS RD. MANOR, TX 78653

11a-1p  
PLEASE RSVP TO PAM FOWLER

214-557-5212

## TIER 2

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

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

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

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

### Other

Type	Date	Description
Manor Wellness Alliance	Nov. 21, 2024	Discussion of Upcoming FREE Clinic and Promotion of "GIVING TUESDAY" Dec. 3, 2024
St. Mary Magdalene Episc Church	Nov. 5, 2024	PLANNING FOR THE UPCOMING CHRISTMAS GIVING FOR MANOR ISD Scholars & Coord. efforts & MUSD Whole Child Program

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

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

# Manor City Council

## Monthly Report

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

Start Date: **November 1st, 2024** End Date: **November 30th, 2024**

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	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)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	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
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Dates	Notes
Regular Scheduled City Council Meetings	11/06/2024 11/06/2024 11/20/2024 11/20/2024	City Council Workshop Regular Scheduled Meeting City Council Workshop Regular Scheduled Meeting
Special Called Council Meetings	11/19/2024	Special Called Session
MHPFC		
Tax Increment Reinvestment Zone (TIRZ)		
Public Improvement District (PID)		

City Council Regular Meeting	11/20/2024	7:00 PM
City Council Workshop	11/20/2024	6:00 PM
City Council Called Special Session	11/19/2024	7:00 PM
City Council Workshop	11/16/2024	9:00 AM
City Council Regular Meeting	11/6/2024	7:00 PM
City Council Workshop	11/6/2024	6:00 PM

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

## TIER 2

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

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

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

### 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:	11/6//2024	Meeting, Developer, and Board of Directors
ESD:		
EMS:		
Other:		

# Manor City Council

## Monthly Report

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

Start Date: November 1, 2024 End Date: November 30, 2024

Tier	Meeting Criteria and Compensation Guidelines
<b>I</b>	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)
<b>II</b>	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 6 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary
<b>III</b>	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
<b>IV</b>	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

# TIER 1

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

## City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular meeting	11/6 & 11/20	Canvas of the election
Special called meeting	11/19	
Workshop	11/6 & 11/16 & 11/20	Audit HR policies Downtown strategic plan

## Other Meetings

Type of Meeting	Date	Description
Central Texas women's elected official luncheon	11/8	
Veterans Day celebration	11/11	

## Other

Type	Date	Description
Chamber of Commerce luncheon	11/14	
METT Summit	11/21	

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Public safety committee	No	11/19		Safety at Bell Farms Park as well as new taser demonstration, animal control, and police station Needs

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
Central health Board of managers meeting	11/17	Online

### Community Meetings (minimum of 2)

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

### Other

Type	Date	Description

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

# Manor City Council

## Monthly Report

Name: Aaron Moreno Place/Position Place 5

Start Date: November 1, 2024 End Date: November 30, 2024

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



## TIER 1

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

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

Type of Meeting	Date	Description
Regular Council meeting	11/6/24	Attended the regular city council meeting
Regular Council meeting	11/20/24	Attended the regular city council meeting.

### Other Meetings

Type of Meeting	Date	Description
Called Special Session	11/19/24	Attended the City Council Called Special Session.
Downtown Strategic Plan Workshop	11/20/24	Attended the downtown strategic plan workshop.

### Other

Type	Date	Description
Workshop Audit	11/6/24	Attended the workshop for the FY22-23 Audit.

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

## TIER 2

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

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Emergency Management	No	11/20/24		Discussed updates on events and storm sirens.

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
METT	11/21/24	Attended the Manor, Elgin, Taylor Town Summit. Heard from all 3 economic and development directors who discussed the challenges and accomplishments of all cities and the importance of working together.

### Other

Type of Meeting	Date	Description

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

# Manor City Council

## Monthly Report

Name: Deja Hill Place/Position Place 6

Start Date: 11/1/2024 End Date: 11/31/24

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

## TIER 1

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

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

Type of Meeting	Date	Description
Regular Meeting	6 <sup>th</sup> & 20 <sup>th</sup>	Regular council meetings,
Workshop	6 <sup>th</sup> , 16 <sup>th</sup> , & 20 <sup>th</sup>	Policy and Procedures workshop, Audit update, Downtown Strategic Plan
Canvassing	19 <sup>th</sup>	Post election swearing in ceremony

### Other Meetings

Type of Meeting	Date	Description
Developer Meeting	8 <sup>th</sup>	Meeting with developers to discuss land development options

### Other

Type	Date	Description

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



## TIER 2

Tier	Meeting Criteria and Compensation Guidelines
II	Committee Meetings - Serve on at least two (2) committees, Chair at least one (1) committee, Host a minimum of 4 meetings per year, and provide meeting notes/reports to the City Council (Quarterly)
	*Request budget funding as necessary

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

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Capital Improvement Committee	Yes	6 <sup>th</sup>	n/a	Discussion of the project updates and timelines for wastewater, roads and construction
Arbor Day Event	No	16 <sup>th</sup>	n/a	Public Tree Committee attended the Arbor Day celebration at Timmerman Park

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



## AGENDA ITEM SUMMARY FORM

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

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### AGENDA ITEM DESCRIPTION:

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

### BACKGROUND/SUMMARY:

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

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** Not Applicable

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- November 2024 Department Monthly Reports

### STAFF RECOMMENDATION:

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

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# Manor Police Department

## Monthly Report November 2024



# Manor Police Department By The Numbers



**1849**

Number of calls for  
service

**62**

Average calls per day



Total Training Hours

**404**



Mental Health Calls

**6**



Juvenile Detentions

**11**

\* Includes academy training hours

## Interactions

**6**

Community Events

**3**

Hosted Events

**3**

External Events

**0:03:00**

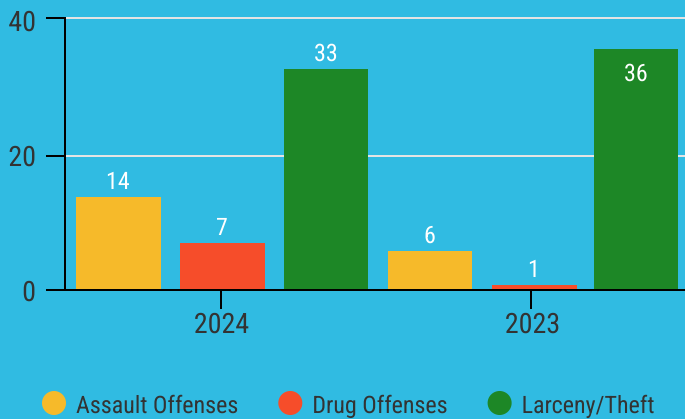
Average response time

**2.5**The average number of people  
an officer interacts with per  
call.**1.67**The average number of people  
an officer interacts with per  
stop.**4,623**The estimated number  
people officers interact  
with on calls alone.**1,351**The estimated number  
people officers interact  
with on stops alone.**5,974**The estimated number  
people officers interact  
with total.

# Criminal Offenses

## National Incident Based Reporting System

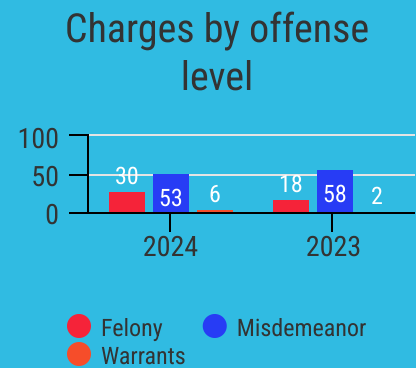
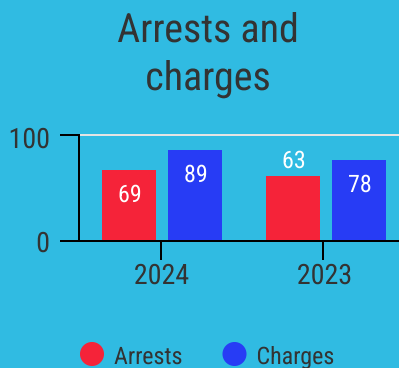
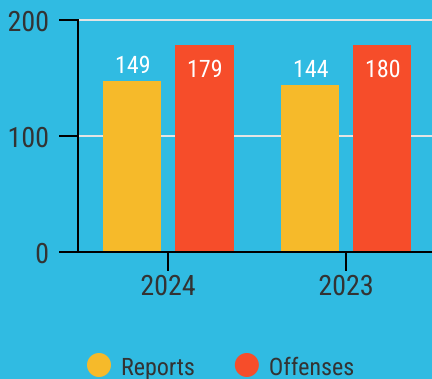
### Offense Comparison



Offense Group	2024	2023
Group A	70	83
Group B	109	97

Crime Type	2024	2023
Persons	15	5
Property	43	66
Fraud	3	5
Crimes against Children	0	2
Other	118	102

## Incident Reports, Total Offenses, and Arrests



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

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

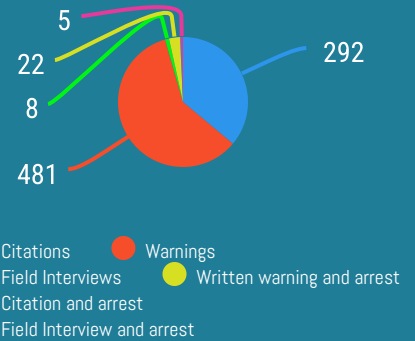


# Traffic Enforcement Analysis



## 809

Total traffic stops  
conducted



## 28

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 3.46% of all stops resulted in an arrest



## 52 searches out of 809 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 6.43% of all stops resulted in a search

**CONTRABAND**

## 25

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 48% of searches produced contraband

## STEP - Selective Traffic Enforcement Program



**29**

**Total traffic stops  
conducted during STEP**

Texas has lost at least one person every day on Texas roads since Nov. 7, 2000. Officers concentrate traffic enforcement in selected areas where a high number of collisions occur. Enforcement activity targets specific violations to include speeding, seatbelts, intersection, distracted driving, DWIs, and CMV.



**8**  
**Citations**  
**30**  
**Warnings**  
**0**  
**Arrests**

Enforcement activity is designed to reduce the number of collisions on Texas roadways by gain voluntary compliance to traffic safety laws.



**10.5**

**Total Hours  
Worked**



**\$630.00**

**TxDOT  
Reimbursement**

# Traffic Enforcement Analysis



**Crashes & DWI**

**Responded to  
92**

**9  
Involving Alcohol  
or Drugs**

**29  
DWI  
Arrests**

## DWI Arrests by the numbers\*

**LEADRS**  
Law Enforcement Advanced  
Data Reporting System

### Manor Police Department DWI Profile - November 2024





# Travis County Emergency Services District No.12

Item 6.

## Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – November 2024

### Calls - Month

2024 - 440 (+10.8%)

2023 - 397 (+0.5%)

2022 - 395

### Calls by Unit

Eng1201 - 193

Eng1202 - 80

Bat1201 – 35

SQ1203 – 163

SQ1205 – 78

SQ1201 - 0

Trk1203 - 75

FMO1201 – 9,

162 call reviews

### Calls - CYTD

2024 - 4756 (+4.4%)

2023 - 4552 (+2.6%)

2022 - 4435

### AVG Response Time - Month

8 min, 35 sec

### AVG Response Time - CYTD

9 min, 16 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	5	4	45	37
Bastrop Co. ESDs	0	1	1	5
BT1/ESD 13	0	0	0	3
Elgin VFD	0	0	0	1
TC ESD 2	3	6	52	102
TC ESD 11	4	0	35	4
TC ESD 10/9/6/3	0	0	2	0
WILCO Dept's	0	0	0	2
-----	-----	-----	-----	-----
<b>TOTAL</b>	<b>12</b>	<b>11</b>	<b>135</b>	<b>154</b>

### Incident by Type

100 Fire.....	71	200 Rupture/Explosion...	0	300 EMS/Rescue	310
400 Hazardous Condition.	10	500 Service Call.....	22	600 Good Intent.	10
700 False Calls.....	15	900 Other.....	2	800 Nat. Disaster	0

### Training and Events

- Social Media Raffle Turkey Deliveries
- MSHS Team Send Off Parade
- Nina's Little Angels PR Event
- Veteran's Day Celebration
- PME and Lagos PR Event
- Manor Lion's Club Sr. Luncheon
- ShadowGlen Elem. Fall Fest
- CeledonFoundation Turkey Giveaway
- DCPE hands on training

### Awards and Recognition

- BC. McRae 9yrs.
- LT. Minnix 6yrs.
- LT. Sinclair and FF. Estrada 5yrs.
- FE. Nguyen and FE. Simpson 4yrs.





# Travis County Emergency Services District No.12

Item 6.

## Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

## Operational/Prevention Summary – November 2024

### Prevention Division Activities (ESD/CoM)

Builder | Developer Mtgs.....2 (1/1)  
Building Permits & Tenant Finish Outs...12 (5/7)  
Plan Reviews.....61 (23/38)  
Residential Inspections.....0 (0/0)  
Commercial Inspections.....90 (38/52)  
Investigation Responses.....8 (7/1)  
Hydrant Inspections/Tests.....3 (1/2)

Review Turn-Around (AVG last 30 days) 7 days

### Snapshot of Approved Buildings

- **Popeyes**
- **Brakes Plus**
- **1 Apartment Complex**
- **7 Multi Use Commercial Buildings**
- **1 Commercial / Residential Apartment Building**



# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: December 18, 2024

RE: **November 12 to December 13 Economic Development Department Activity**

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- Developed Downtown TIRZ Financial Plan and Council approved public hearing 12/4; workshop at 6pm and creation on Council Meeting agenda;
- Assisted securing BuildBlock tree removal and site variance approvals; discussions with ShadowGlen Medical Tower owner re: ROW access; Meeting w/Krantz Woods property owner near E. Manor Development #1;
- Discussions and negotiation of Project Maroon discussion 380 Agreement, on agenda for 12/18 Executive Session; negotiations involving properties surrounding Manor Commercial Park, including Wonik Materials;
- Met with Seeker Commercial re: large land investment interest; negotiations with Sansone Group re: Zalaram tract;
- Multiple and lengthy Manor Town Center/Shenandoah Development Group virtual and in-person meetings/discussions/negotiations (PID, P3, water/WW, etc.);
- TEDC Legislative Committee Zoom meeting; TxDOT meeting on US290 planning progress; LCRA easement meeting;
- Hunden Partners E. Manor Dev. #1 Financial & Feasibility Analysis review and revisions/working on City response;
- 3 CivicPlus website design virtual meetings and training sessions; discussions/demos of demographic and property data plug-ins with vendors (GIS Webtech, ReSimplifi, Moody's);
- Opportunity Austin Affordability Task Force meeting; MEF Board Meeting;
- Prepared requests for State Farm Insurance agent's 12 mo. and E'Styles' 2<sup>nd</sup> 6 mo. Rental Assistance Program and received Council approval;
- Downtown Strategic Plan Workshop 11/20; TIRZ assumptions meeting with Catalyst Commercial;
- Davis Investments extension of Chapter 380 Agreement for 109 Lexington due to construction delays reviewed and on Agenda for 12/18 meeting;
- Manor Senior Thanksgiving Luncheon; hosted GTC360 luncheon meeting for healthcare prospect at Casa Garcia; economic development panelist at METT event at St. Joseph Catholic Church



# MEMO

- Attended 2 Regular Council Meetings, 1 City Council Workshop, 2 Manor Chamber meetings; 2 City Staff Meetings.

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

**November 1-30, 2024**

Description	Projects	Valuation	Fees	Detail
Commercial / Education				
Electrical (C)	3	\$6,150.00	\$751.00	
New (C)	2	\$1,828,495.46	\$61,919.10	7 Brew Coffee, Discount Tire
New (E)	1	\$1,426,748.00	\$27,830.00	
New Shell (C)	4	\$22,309,616.91	\$218,473.20	4 shell building in Manor Crossing
Right of Way (C)	1	\$0.00	\$0.00	
Sign (C)	2	\$1.00	\$516.00	
<b>Totals</b>	<b>13</b>	<b>\$25,571,011.37</b>	<b>\$309,489.30</b>	
Residential				
Electrical (R)	3	\$47,830.00	\$414.00	
Foundation Repair (R)	10	\$198,519.50	\$1,230.00	
Irrigation (R)	43	\$86,058.36	\$5,934.00	
Mechanical-HVAC (R)	1	\$13,500.00	\$138.00	
New (R)	27	\$9,726,047.95	\$306,299.25	
Plumbing (R)	3	\$26,000.00	\$517.00	
<b>Totals</b>	<b>87</b>	<b>\$10,097,955.81</b>	<b>\$314,532.25</b>	
<b>Grand Totals</b>	<b>100</b>	<b>\$35,668,967.18</b>	<b>\$624,021.55</b>	

Total Certificate of Occupancies Issued: 43  
 Total Inspections(Comm & Res): 1,296  
 Michael Burrell, Development Services Interim Director

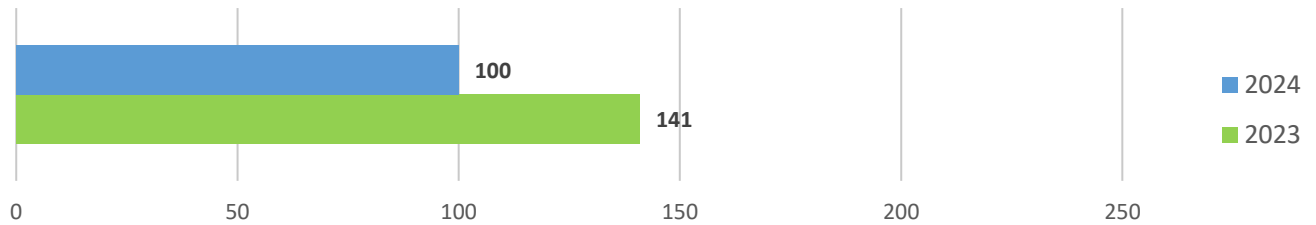




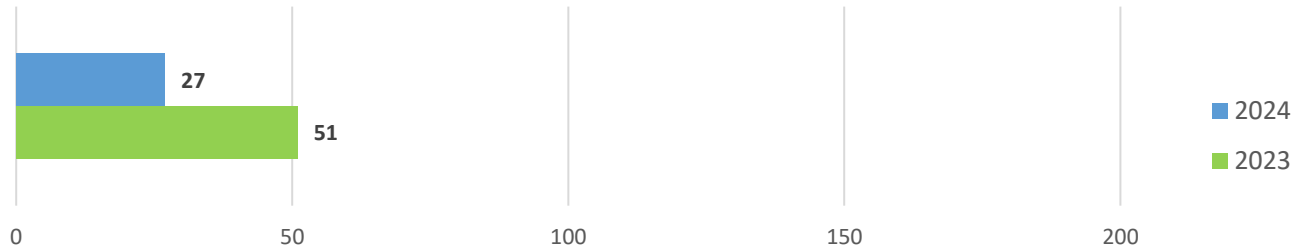
# November 2024

DEPARTMENT OF DEVELOPMENT SERVICES  
MICHAEL BURRELL, INTERIM DIRECTOR

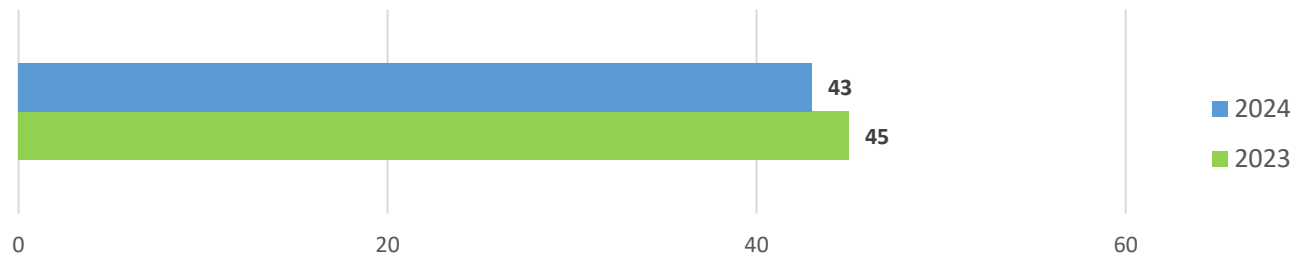
## ALL PERMITS ISSUED



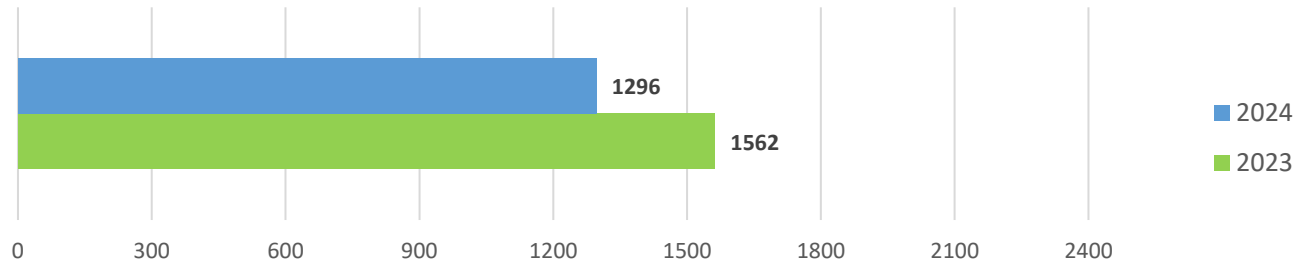
## RESIDENTIAL NEW PERMITS



## COs ISSUED



## INSPECTIONS



\*Charts displayed at different scales





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# MEMO

To: Mayor and City Council Members  
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager  
Date: December 18, 2024  
RE: **Community Development Department November Report**

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## NOVEMBER EVENTS

### **Veterans Day Celebration – Coordinated Event**

Monday, November 11, 2024 from 10 AM to 12 PM  
Manor New Tech High School, 10323 US HWY 290 E., Manor, TX  
Estimated Number of attendees = 100  
*See Veterans Day's After-Action Report for more details*

### **Movie Night Out – Coordinated Event**

Movie: Inside Out 2  
Friday, November 15, 2024 from 6:00 PM to 10:00 PM  
Timmermann Park, 12616 Skimmer Run, Manor TX  
Estimated Number of attendees = 25

## COMMUNITY EVENTS

### **Keep Manor Beautiful – Manor's Texas Recycles Day**

Saturday, November 2, 2024 from 9:00 AM to 12:00 PM  
Ben Fisher Park, 600 W. Carrie Manor St., Manor TX  
Number of Participants =

## UPCOMING EVENTS

### **Christmas Tree Lighting – **CANCELLED** due to weather**

Friday, December 6, 2024 from 7:00pm to 9:00pm  
Jennie Lane Park, 102 E Rector St, Manor, TX

### **Holiday in Manor**

Saturday, December 21, 2024 from 12pm to 8pm  
East Manor Development No. 1, 15317 Us Hwy 290 E. Manor TX



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*Description:* Holiday in the Park is a fun, family-friendly, free event presented by the City of Manor. There will be holiday games, crafts, food trucks, live music, vendors, ice skating, winter rides, photos with Santa & Mrs. Claus, and more

*\*Reschedule due to weather*

## **COMMUNITY COLLABORATION**

- Keep Manor Beautiful Board Meeting – November 14<sup>th</sup>
- Virtual Central Texas Learning Festival Promotion Meeting – November 21<sup>st</sup>

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

- Texas Downtown Training: Governor's Community Achievement Award-Funding Award for Landscaping and Community Recognition – November 13<sup>th</sup>

## **COUNCIL & COMMITTEE MEETINGS**

- City Council workshop – November 6<sup>th</sup>
- City Council Meeting – November 6<sup>th</sup>
- City Council workshop – November 20<sup>th</sup>
- City Council Meeting – November 20<sup>th</sup>

## **OTHER MEETINGS**

- Staff weekly meetings
- Walkthrough meeting for Veterans Day Ceremony – November 1<sup>st</sup>
- Planning meeting for Veterans Day Ceremony with Mr. Samaripa – November 4<sup>th</sup>
- Phone consultation with Tiny Tails to You – November 6<sup>th</sup>
- City Website Training Planning Meeting with Amanda Felber from CivicPlus – November 6<sup>th</sup>
- 1<sup>st</sup> Quarter Meeting with Qwall about Manor Biz 101 – November 12<sup>th</sup>
- Marketing Plan Meeting with Shelly Freitag from Townsquare Media – November 12<sup>th</sup>
- Inventory of Christmas Decorations Meeting – November 13<sup>th</sup>
- Consultation Meeting with Big Bounce America – November 18<sup>th</sup>
- Event team meeting for Holiday events – November 18<sup>th</sup>
- YMAC 4All Studios Meeting – November 18<sup>th</sup>
- Phone Consultation with Justin Lavenue from RoadHaus Mobile Cocktails – November 19<sup>th</sup>
- Mayor's Ball Walkthrough at The Grand Lady – November 19<sup>th</sup>
- Consultation with Kasama Tasting – November 20<sup>th</sup>



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Item 6.

- Swearing in Ceremony for K9 Ivar & K9 Bero – November 10<sup>th</sup>
- City Website Reveal Meeting + 1 DHP with Allison Hill from CivicPlus – November 21<sup>st</sup>
- Phone Consultation with Justin Lavenue & Dennis Gobis from RoadHaus Mobile Cocktails – November 22<sup>nd</sup>
- Facebook Set-up & Marketing Meeting with Townsquare Media – November 22<sup>nd</sup>
- MGO Software Review Meeting with Ryan Hutchinson from MGO – November 26<sup>th</sup>

## **MANOR YOUTH ADVISORY COMMISSION (MYAC) – COMMUNITY PROGRAMS AND ENGAGEMENT**

- Upcoming Meetings, Events, Workshops, Training, & Initiatives
  - Commissioners' Orientation – Morning Session  
December 3<sup>rd</sup> from 8:00 AM to 9:30 AM  
Manor New Tech Middle School,  
12116 Joyce Turner Dr, Manor, TX 78653
  - Commissioners' Orientation – Afternoon Session  
December 3<sup>rd</sup> from 5:30 PM to 6:30 PM  
Manor City Council Chambers  
105 E Eggleston St, Manor, TX 78653
  - Commissioners' Interview 1  
December 9<sup>th</sup> from 5:30 PM to 7:30 PM  
Manor City Hall  
105 E Eggleston St, Manor, TX 78653
  - Commissioner Interview 2  
December 11<sup>th</sup> from 5:30 PM to 7:30 PM  
Manor City Hall  
105 E Eggleston St, Manor, TX 78653
  - Members = 11
    - 8<sup>th</sup> – 7
    - 9<sup>th</sup> – 0
    - 10<sup>th</sup> – 4
    - 11<sup>th</sup> – 0
    - 12<sup>th</sup> – 0

## **MANOR BIZ 101**

- November Report
  - Page Traffic = 287
  - Account Created = 5
  - Completed Applications Received = 0



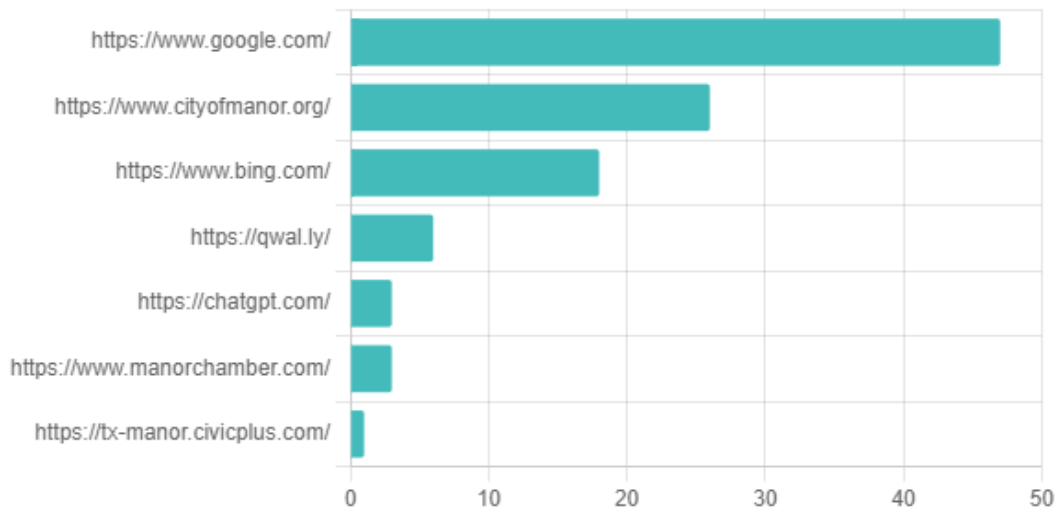
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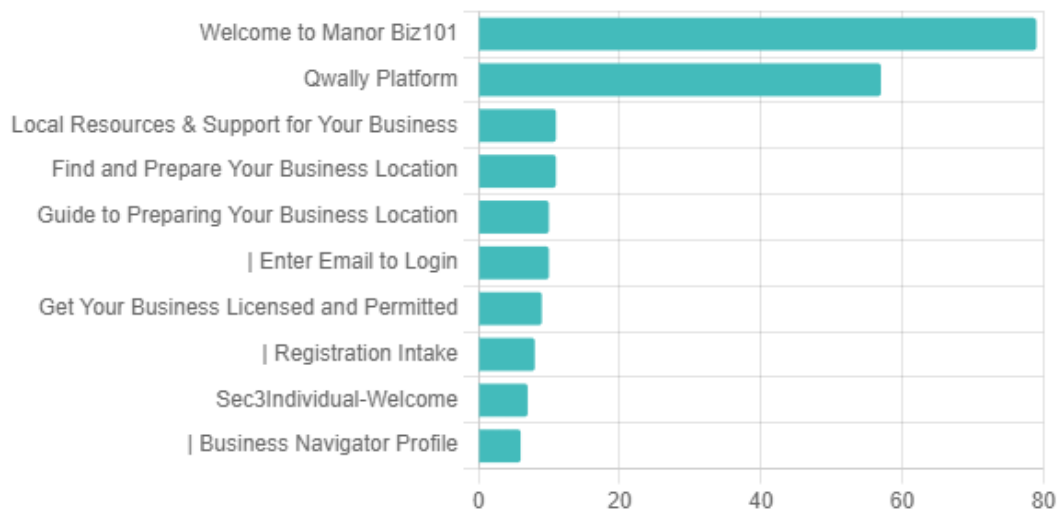
# MEMO

- Staff Action = 5 by E-mail

## Top Referral Sources



## Top Pages Viewed





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# MEMO

## OTHER

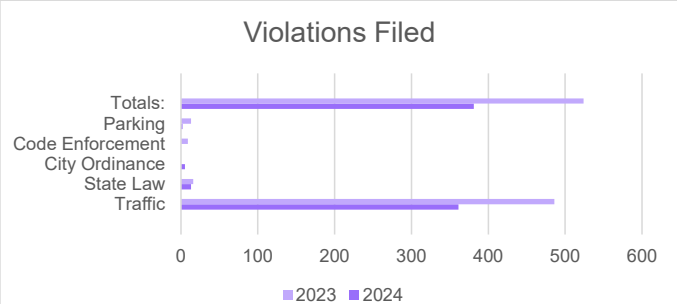
- Weekly city social media maintenance
- Create marketing materials for social media posts for the city
- Weekly content scheduling for:
  - ManorApp (GoGov)
  - Nextdoor
  - Facebook
  - Instagram
  - All Events websites
- Processing and management of Manor Biz101 Platform
- Weekly city website updates
- Managing and updating all city's community engagement platforms
- Create content for the city's multiple public engagement platforms
- Work with Development Services to review the permit software and other online platforms in updating and building content
- Coordinate, plan, and organize the following upcoming events:
  - Veterans Day – November 11<sup>th</sup>
  - Fall Movie Night Out – November 15<sup>th</sup>
  - Holiday in Manor – December 7<sup>th</sup>
  - Mayor's Ball – December 12<sup>th</sup>
  - Martin Luther King Jr. Ceremony – January 20<sup>th</sup>
  - Spring Movie Night Out – March 14<sup>th</sup> & April 4<sup>th</sup>
  - Easter Egg-Heli-Drop – April 19<sup>th</sup>
  - 5<sup>th</sup> Annual ManorPalooza – May 2<sup>nd</sup> & 3<sup>rd</sup>
- Work with CivicPlus on creating and delivering the new City Website.
- Daily duties as the Heritage & Tourism Manager



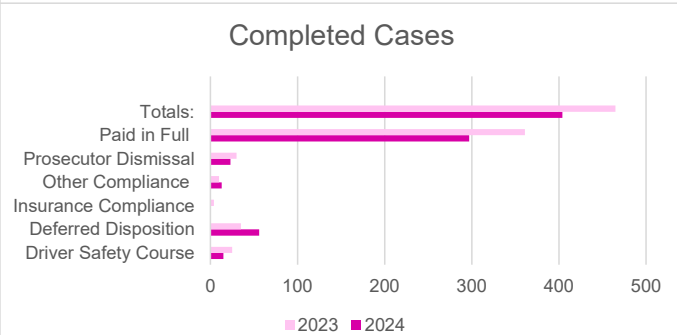


## NOVEMBER 2024 Court Report

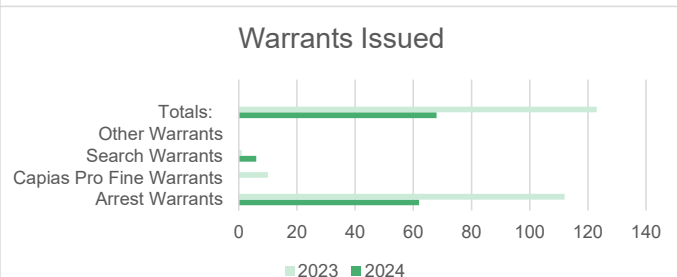
Violations Filed	2024	2023
Traffic	361	486
State Law	13	16
City Ordinance	5	0
Code Enforcement	0	9
Parking	2	13
Totals:	381	524



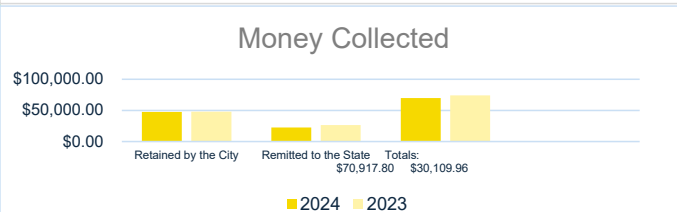
Completed Cases	2024	2023
Driver Safety Course	15	25
Deferred Disposition	56	35
Insurance Compliance	0	4
Other Compliance	13	10
Prosecutor Dismissal	23	30
Paid in Full	297	361
Totals:	404	465



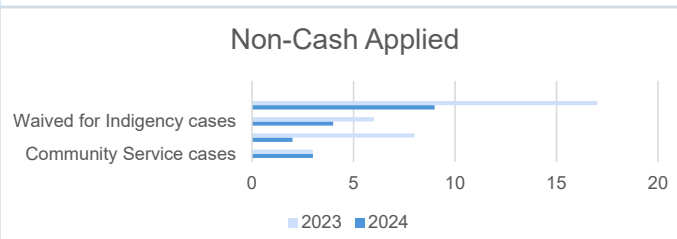
Warrants Issued	2024	2023
Arrest Warrants	62	112
Capias Pro Fine Warrants	0	10
Search Warrants	6	1
Other Warrants	0	0
Totals:	68	123



Money Collected	2024	2023
Retained by the City	\$47,458.43	\$47,890.75
Remitted to the State	\$22,525.34	\$26,285.28
Totals:	\$69,983.77	\$74,176.03



Non-Cash Applied	2024	2023
Community Service cases	3	3
Jail Credit cases	2	8
Waived for Indigency cases	4	6
Totals:	9	17





# MEMO

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

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## Public Works Department

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

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

### ***Water and Wastewater Department***

In November, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. Raymond Muniz, Water/Wastewater Superintendent, received his Wastewater Class A License.

### ***Water Production & Purchase***

In November, 40 % of the water we supplied to our residents was from our wells, and we purchased 60% from EPCOR and Manville WSC.

### ***Population***

City of Manor - 24,496

Shadowglen - 7,121

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT  
PUBLIC WORKS DEPARTMENT  
December 4<sup>th</sup>, 2024

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Bastrop/Parsons Gravity Main 14627 – Addendum #56  Pauline Gray	12" gravity wastewater main  The contractor is Guerra Underground, LLC	Waiting on project closeout documentation.	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5  Frank Phelan	The northern extension of the gravity wastewater line in Cottonwood Creek Basin The contractor is R Construction	The Punchlist is completed waiting on administration documents for final acceptance and release of retainage/final pay app. - Record Drawings	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7  Tyler Shows	Phased wastewater collection system improvements for the Beltex area	Phase 1: Construction is underway. Alignment revisions sent to Manville. In process of Travis County Permit Approval.  Phase 2: Received TCEQ approval for variance. Finalizing the design in the near future.	Phase 1 Construction Phase  Phase 2 Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10  Pauline Gray	Ground storage tank and water pressurization facilities for the EPCOR water delivery point The contractor is CC Carlton	Tank construction scheduled to begin week of December 2. Pump building construction is underway. Check in meeting held onsite on November 22.	Construction Phase
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10  Pauline Gray	Water line extensions along FM973 and US 290	Working on Plata Holding Parcel 30' PUE.	Working on easement acquisition and addressing issues/concerns about easements from property owners.
Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10  Frank Phelan	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth  The contractor is JM Pipeline	Both Lift Stations – revegetation not established yet. As-builts received, under review.  Deduct change order for SCE under way.  Will release retainage once revegetation has been set and received all close out documents.	Construction documents 100%. Bid phase 100% Construction phase 100%

<p>Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12</p> <p>Frank Phelan</p>	<p>Wastewater CIP Line in Cottonwood Creek West Tributary Basin</p> <p>The contractor is Santa Clara Construction</p>	<p>The pipe bedding and true-up change order will be at the December 4<sup>th</sup> Council meeting.</p> <p>As-builts received. Responded to property owners' requests to remove silt fences. Will release retainage once revegetation has been set and received all close out documents.</p>	<p>Construction phase 100%</p>
<p>Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9</p> <p>Frank Phelan</p>	<p>Developer-funded expansion of the plant</p>	<p>Received TCEQ approval for Phase 2 Construction Plans. Continue to monitor plant flows, currently at 66,200 gpd or 33% of capacity.</p>	<p>Construction Documents 100%</p>
<p>Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A</p> <p>Frank Phelan</p>	<p>Grant-funded expansion of the Cottonwood Wastewater Treatment Plant</p>	<p>90% plans in QC review.</p>	<p>Design Phase Engineering</p>
<p>Water Distribution System Master Plan 15317 - SOW No. 15</p> <p>Pauline Gray</p>	<p>Contract approved at September 7 Council Meeting.</p>	<p>Preparing final draft of plan to be finished by end of the week.</p>	<p>Report Phase – working on finalizing report.</p>
<p>2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18</p> <p>Pauline Gray</p>	<p>Update to the impact fee program</p>	<p>Preparing engineering report and fee recommendation to present to Council. (Roadway impact fees). Ordinance under review by City Legal. Directed to hold off until January.</p>	<p>The next meeting will be in January.</p>
<p>Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20</p> <p>Pauline Gray</p>	<p>Contract approved at September 7 Council Meeting.</p>	<p>Preparing submittal to TCEQ at end of this week. Close to having lot dedicated to City.</p>	<p>Construction documents at 95%</p>
<p>FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23</p> <p>Pauline Gray</p>	<p>Contract approved at September 7 Council Meeting.</p>	<p>Currently working on finalizing FM 973 N waterline plans. Waiting for Travis County permit.</p> <p>The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements.</p>	<p>Construction plans are done. Bid date will be set as soon as Travis County approves open cut across Suncrest.</p>
<p>FY2022 Cap Metro Paving Project 15451 – SOW No. 25</p> <p>Pauline Gray</p>	<p>Paving project improvements using allocated Cap Metro Funding</p> <p>The contractor is Smith Paving</p>	<p>Work has begun on additional streets. One final change order will be done at the end of the project. Work estimated to be completed by the beginning of December.</p>	<p>Under Construction.</p>

2024 SSES  Dari Sakharova	SSES investigations in the next leakiest basin from the 2022 flow monitoring	Draft report has been submitted to Matt and Raymond. CCTV has also been provided to Raymond.	98%
Wilbarger Creek WWTP Expansion  Kevin Taylor	Expansion of the existing Wilbarger WWTP from 1.33 to 2.0 MGD, sludge digestion, thickening, and dewatering.	QA/QC review of 60% plans and specifications. Will submit plans to City on 12/6/24. Evaluating additional information from filter press vendors to finalize decision on equipment selection.	60% Design Level
East Travis Regional WWTP Permit – SOW No. 31  Jose Castillo	TCEQ Permit application for Manor's 98-Acre site for East Travis Regional WWTP	Modeling work commenced for preliminary design for permitting. Finalization of modeling to be completed following receipt of revised flow chart information.	Permit application
Wilbarger Creek WWTP Permit Renewal – SOW No. 32  Pauline Gray	TCEQ Permit renewal application for Wilbarger Creek WWTP	Working on permit and providing list of tests required for permit to City Staff.	Permit application
Emergency Generators – SOW No. 34  Kevin Taylor	Emergency Generators for City Hall and Police Department	Preparing site plan drawings and updating power requirements for generators.	4%
Llano St. & Lampasas St. Interceptors – CP-WW-0003 – SOW No. 40  Kevin Taylor	Upgrade/upsized of existing sanitary sewer relief pipes, 18" to 36"	Conducting internal kickoff meeting on 12/4/24 to discuss scope and roles. Kickoff meeting with the City will be scheduled soon.	Design Phase



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

### **Daily Duties and Projects**

#### **Streets Maintenance**

Trimmed and chipped trees at the cemetery.

Repaired a down Stop sign at Grover Cleveland Way.

Repaired a down Stop sign at Lexington St.

Repaired a down Stop sign at Old Kimbro Rd.

Repaired a down Stop sign at Ann Richards Ave.

Pothole repairs at Pebble Run, Bois D Arc, Old Kimbro Rd, Johnson Road, Jamie Dr, Carillon Way, Ship Bell, and W. Parsons St.

Swept and mopped the event building at the E. Manor Development #1.

Crack-sealed at Stone Ridge, Waterford Run Way, and Genome Dr.

Replaced donated ceiling fans in E. Manor Development #1 building.

Metro Paving Project. The contractor started construction on Murray Ave. from Lexington St. To N. La Grange St.

#### **Parks Maintenance**

Added playground mulch to the playscape in Jennie Lane Park.

Trimmed and chipped trees in Bell Farms Park.

Replaced two rusty benches in Timmermann Park near the front playscape.

Cut and chipped dead trees in Timmermann Park.

Placed Christmas lights at Manor Art Park, Jennie Lane Park, City Hall, and the Police Department.

Mowed at E. Manor Development # 1 for the Holiday In Manor Event.

Mowed the cemetery.

Trimmed trees behind the Police Department.

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

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday Afternoons Bulk Drop Off for city residence.

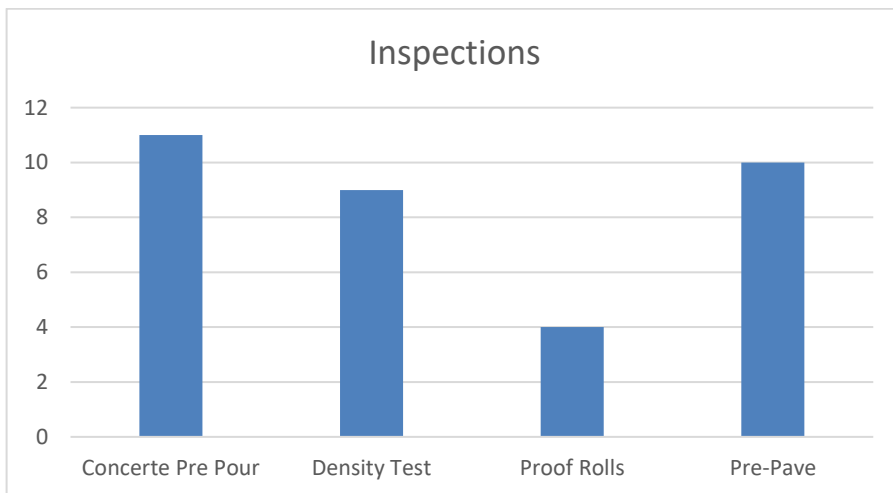
Scheduled weekly Park rounds at park facilities.

Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle & equipment checks and maintenance.

**MS4 Storm drain inspections monitored New/Construction under warranty 817** - inspections are done this month.

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



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

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

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

Presidential Heights Phase 4 – 2- year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

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

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

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- Waiting on homes to be built.

Logos Phase 4- Homes are being built.

Logos Phase 5- Homes are being built.

Palomino Subdivision – Homes are being built.

Presidential Glen Commercial WW – In the

building process.

Manor Heights Medium Density -Not started.

9910 Hill Lane apartments - Building process

Village at Manor Commons Phase 3 – Building process.

Presidential Glen Townhomes – Not started.

Las Entradas Section 3- Waiting to be built.

Las Entradas Section 4 – Waiting to be built.

109 Lexington apartments – Building process.

Manor Town Apartments Phase 2 – Development process.

The LEX at FM 973 and Murchison – Has not started.

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Eggleson Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

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

## **Cemetery Report**

November 1, 2024 – Meet with Elizabeth Hahn and Frank Funk on surveying the cemetery.

November 2, 2024 – Monitored the cemetery.

November 8, 2024 – Monitored the cemetery.

November 11, 2024 – Working with Mary Hernandez to find her grandmother's grave.

November 12, 2024 – Monitored the cemetery.

November 13, 2024 - Working with Cathy Routt Thornhill on finding a headstone engraver.

November 14, 2024 – A neighbor called to report that a vehicle was parked overnight at the cemetery. I will address this with Matthew and Lance and inquire about a security gate.

November 18, 2024- Monitored the cemetery.

November 20, 2024 – Monitored the cemetery.

November 21, 2024 – Monitored the cemetery

November 25, 2024 – Met with a resident regarding her parent's headstone.

November 26, 2024 – Monitored the cemetery.

November 30, 2024 – Monitored the cemetery.

# WATER/ WASTEWATER MONTHLY REPORT NOVEMBER

<b>WASTEWATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	9
SEWER BACKUPS	9
LIF STATION CALLS	2
LIFT STATION WORK	
MANHOLES REPAIRED	1
CAMERA LINES	6
MANHOLES PLUS LINES CLEANED	11
SEWER SMELL	
JOBSITE CLEANUP AND RESTORATION	
BUILDING MAINTENANCE	1
SCADA TROUBLESHOOTING	
<b>WATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	15
WATER LEAKS SERVICE LEAKS	2
CUSTOMER LEAKS	6
WATER MAIN REPAIRS	1
WATER LINE REPLACEMENT	
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	35
HYDRANT REPAIR/REPLACED	
ISOLATION VALVE MAINTENANCE	1
ANGLE STOPS REPLACED	
LINES LOCATED	3
WHOLESALE BROWN WATER	
BROWN WATER	4
WATER PRESSURE	4
WATER TURN ON/OFF	2
BAC T SAMPLES	20
JOBSITE CLEANUP AND RESTORATION	5
METER INSTALL	
<b>INSPECTIONS</b>	
SITES INSPECTED	524
ALL DAY INSPECTIONS	37
MANHOLES INSPECTED	24
WASTEWATER LINES INSTALLED	24
WATER SERVICES INSTALLED	
CONSTRUCTION BAC T	8
WALK-THROUGHS	1
DENSITIES	150
MANHOLES TESTED	1
FLOW TEST	1





# MEMO

To: Mayor and City Council Members

From: Tracey Vasquez, Human Resources Director

Meeting Date: December 18, 2024

RE: November 2024

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## Meetings and Events:

### *HR Workshop Roundtable Meeting*

November 14, 2024

### *Staff Meetings*

### *City Council Meetings*

November 6, 2024, Workshop

FY 2022-2023 Audit Report

November 6, 2024

November 16, 2024, Workshop

HR Policies and Procedures Handbook re-write

November 19, 2024, Canvass

Special Session

November 20, 2024, Workshop

Downtown Strategic Plan

November 20, 2024

### *Special Events*

November 15, 2024, Movie Night at the Park

## November 2024

- November 1- Shoes for Crews demonstration.
- November 6- Attended FY 2022-2023 audit analysis reporting for any questions regarding HR and finance.
- November 9- Gun lock event at City Hall PD issued gun locks for Manor residents.
- November 12- PHS meeting follow-up.
- November 15- Movie Night at the Park, hosted the event with free popcorn and movies as the H&T Manager could not attend.



# MEMO

- November 16- Propose and discuss updates and formatting to the current Policies and Procedures Handbook in sections.
- November 19- Senior accountant interview for a current open position.
- November 19- FMLA process for current employees.
- November 19- attended City Council Special Session regarding election canvassing.
- November 20- Attended the swearing ceremony for K-9 Officers Ivar and Bero.
- November 20- Attended downtown strategic plan workshop.
- November 21- Attended Manor website reveal for training and guidance on the departmental web page.
- November 26- Onboarding of Victim Services volunteer.

Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



# MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: December 18, 2024

RE: November Monthly Report

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The following are accomplishments from November.

1. Final Bill from Spectrum Internet processed. Now completely on AT&T Internet services.
2. Rolled out new surveillance cameras. Three places will need another solution due to poor cell service and distance to the cameras.
3. Adjusted meetings for the new website to include other people.
4. Start rolling out the new Mobile Device Manager. This one will allow accurate location of all devices and all of the other functions of an MDM.
5. VPN connection between PD and CH started. This is a CJIS requirement.
6. Migrated PD apps to the server at PD and configured that two networks, City Hall and PD, to be separate (CJIS)
7. 82 Tickets opened for the month, and 82 of those closed. Top contributors PD = 16, City Hall = 62, Public Works = 4. No tickets are waiting for customer response or contractor fulfillment.

# MEMO

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

## City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
City Council Agendas	City Council meetings and workshop agendas prepared and posted in accordance with the Local Government Code.	4	4	2	3	3	3	3	4	4	4	6	
Council Minutes	Minutes recorded, prepared, approved, archived	6	4	2	2	3	3	3	1	7	3	0	
Ordinances	Ordinances written, processed, &/or published and forwarded to Municode for Code Supplement	0	3	5	2	7	8	2	2	6	4	5	
Resolutions	Resolutions written and processed	2	1	2	8	3	2	5	3	3	3	2	
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	1	1	1	3	0	0	0	3	3	2	
Deeds/ Easements	Executed and Recorded	3	7	1	4	7	0	3	0	1	2	0	
Annexations	Prepared & Recorded	0	0	0	0	0	1	1	0	0	0	0	
Public Improvement Districts	Agreements approved & and executed	0	0	0	0	0	0	0	0	0	0	0	
Contracts & Agreements	Contracts and agreements approved and executed	4	19	5	9	6	14	7	7	9	5	5	
Bids	Bids advertised, received, tabulated, awarded, recorded	0	0	0	0	1	0	1	0	0	0	0	

# MEMO

Boards & Commissions appointments	Board appointments implemented and completed; appointments recorded	0	0	0	0	0	0	0	0	0	0		
Alcohol Permits	New Alcohol permit certificate or renewed	2	1	1	1	2	0	0	0	0	0		
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0	0	0	0	0	0	0	0	0		
Records Manager Program	Shred Day Event 4/13/2024	0	0	0	100 +	0	0	0	0	0	0		
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16	40	42	32	44	50	36	41	28		
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30	32	25	22	29	25	31	17	43		

## COUNCIL MEETINGS

- Council Regular Meetings – November 6<sup>th</sup> and 20<sup>th</sup>
- Council Special Sessions – November 19<sup>th</sup>
- Council Workshop – November 6<sup>th</sup> and 16<sup>th</sup>

## OTHER MEETINGS

- CDI Check-In Meeting – November 7<sup>th</sup>

## OTHER

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



AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a License Agreement for Calvary East Metro Church, located at 407 E Eggleston St. Manor, Texas.

### BACKGROUND/SUMMARY:

This license agreement was drafted to allow for an existing structure to continue to be within the city's ROW. There is a slight overlap and to avoid having to move the building the agreement will allow the building to remain where it is while giving the city permission to entire the licensed property with proper notice in the event work ever needs to be done.

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

- License Agreement

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve and authorize the City Manager to execute the license agreement for Calvary East Metro Church, located at 407 E Eggleston St. Manor, Tx.

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

## CITY OF MANOR LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on this the \_\_\_\_ day of December, 2024, (the “Effective Date”) by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City” or “Licensor”), and Calvary East Metro Inc., a Texas public charity (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

### RECITALS:

**WHEREAS**, the property located in the Town of Manor Subdivision in Manor, Texas, contains a privately-owned building that encroaches on publicly owned land; and

**WHEREAS**, the City desires to authorize the Licensee permission to enter and use publicly owned land in the Town of Manor Subdivision in Manor, Texas, to construct, improve, install, and maintain improvements under the terms and conditions set forth in this License Agreement.

**NOW, THEREFORE**, in consideration of the premises; in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

### I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

### II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, installation and maintenance of the building encroaching on the right of way of North Lockhart Street located in Lot 5, Town of Manor, an Addition in Travis County, Texas according to the map or plat thereof recorded in Volume V, Page 796 of the map or plat records of Travis County, Texas, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

The above-described property, hereinafter referred to as the “Licensed Property”, is further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a timely manner without delay; (c) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

3.01. No annual fee shall be due in connection with this Agreement.

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed Property. Prior to entering the property, City will provide written notice to Licensee identifying the need to enter and providing a date range based on the urgency of the need. Within seven (7) days of receiving such notice, unless a shorter time is necessary and indicated in the written notice, Licensee will provide three dates and times within the provided date range that Licensee can be available to be present and provide City access.

### **V. INSURANCE**

5.01. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage

may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

5.02 Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

## VI. INDEMNIFICATION

6.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

## VII. CONDITIONS

7.01. Licensee's Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

7.02. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

7.03. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements. Modification or removal shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

7.04. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this license.

City:

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

with a copy to:  
The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Licensee:  
Calvary East Metro Inc.  
Attn: Jim Lancaster  
407 East Eggleston St.  
Manor, Texas 78653

with a copy to:  
First Texas Bank  
PO Box 649  
Georgetown, TX 78627

7.05. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

7.06. Compliance. Notwithstanding any other term, provision or conditions of this Agreement,

subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement or otherwise fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

### **VIII. COMMENCEMENT AND TERMINATION**

8.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

### **XI. TERMINATION**

9.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

9.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- (b) Use of the right-of-way area becomes necessary for a public purpose;
- (c) The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;
- (d) Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

### **X. EMINENT DOMAIN**

10.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the



City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

## **XI. INTERPRETATION**

11.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

## **XII. APPLICATION OF LAW**

12.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

## **XIII. VENUE**

13.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

## **XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

14.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

## **XV. ASSIGNMENT**

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

## **XVI. POWER AND AUTHORITY**

16.01. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and

actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

16.02. Licensee hereby represents and warrants to the City that Licensee has full lawful right, power, and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Licensee. Concurrently with Licensee's execution of this Agreement, Licensee has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Licensee to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Licensee, and is enforceable in accordance with its terms and provisions.

*[signature pages follow]*

**ACCEPTED** this the \_\_\_\_\_ day of December, 2024.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Scott Moore, City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz  
Title: City Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of December, 2024, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

LICENSEE:

CALVARY EAST METRO INC.

By: \_\_\_\_\_  
 Name: Jim Lancaster  
 Title: Senior Pastor

STATE OF TEXAS                   §  
   §  
 COUNTY OF \_\_\_\_\_ §

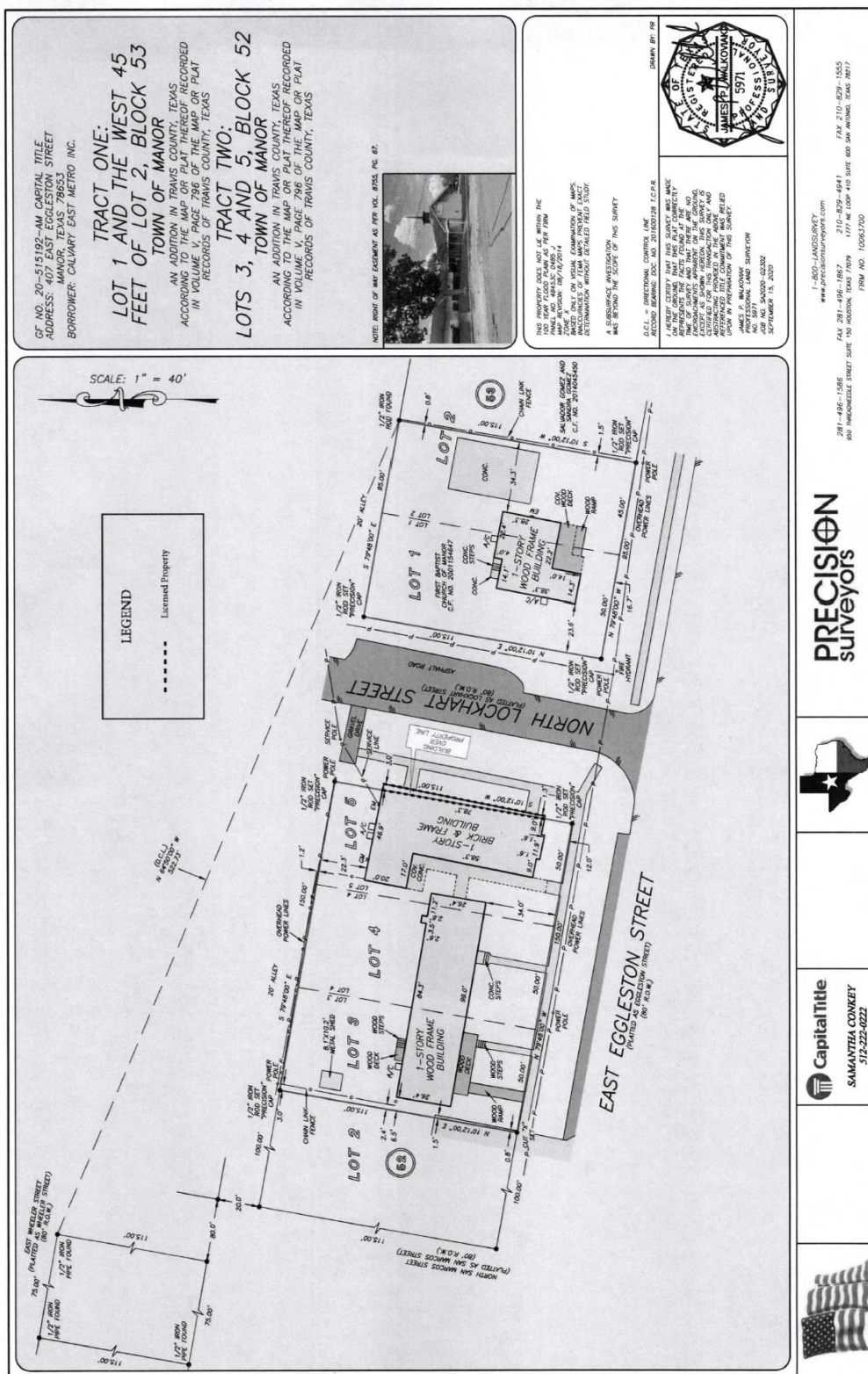
This instrument was acknowledged before me on this \_\_\_\_ day of December, 2024, by Jim Lancaster, as Senior Pastor of Calvary East Metro Inc., a public charity, on behalf of said entity.

\_\_\_\_\_  
 Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit “A”**  
**[attachment follows this page]**





AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a license agreement with Shadowglen Phase 3.

### BACKGROUND/SUMMARY:

This license agreement will allow the Construction, improvement, maintenance, and repairing the Retaining Wall located on the Licensee's property. The Retaining Wall will be located entirely on the Licensee Property and will not encroach upon or be constructed on the City's property.

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

- License Agreement

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve and authorize the City Manager to execute a license agreement with Shadowglen Phase 3.

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

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## CITY OF MANOR LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on this the \_\_\_\_ day of December, 2024, (the “Effective Date”) by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City” or “Licensor”), and MERITAGE HOMES OF TEXAS, LLC, a Arizona limited liability company (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

### RECITALS:

**WHEREAS**, the Licensee intends to construct a Retaining Wall (the “Retaining Wall”) entirely on the Licensee’s property, located along the property line shared by the City and the Licensee, which Retaining Wall will not encroach on the City’s property; and

**WHEREAS**, the Licensee has requested access to the Retaining Wall through the City’s property in order to perform certain work, including the construction, inspection, maintenance, and repair of the Retaining Wall; and

**WHEREAS**, the City desires to grant the Licensee a license to enter the City’s Property for the purpose of constructing, maintaining, and repairing the Retaining Wall, subject to the terms and conditions set forth in this License Agreement.

**NOW, THEREFORE**, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

### I. RECITALS

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

### II. PURPOSE OF LICENSE AGREEMENT

2.01. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, improvement, maintenance, and repairing the Retaining Wall located on the Licensee’s property. The Retaining Wall will be located entirely on the Licensee Property and will not encroach upon or be constructed on the City’s property, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

The above-described property, hereinafter referred to as the “Licensed Property”, is further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

2.02. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property without any express or implied warranties to allow the Licensee to enter the Licensed Property for the construction, installation, maintenance, repair, and/or replacement of the Improvements, as well as any other activities that are reasonably necessary or incidental to the construction or maintenance of the Improvements, at the Licensee's sole expense.

2.03. Licensee agrees that: (a) the construction, installations, and maintenance of the Improvements shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a reasonably timely manner without delay that is caused by Licensee; and (c) Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

### **III. FEE**

3.01. No annual fee shall be due in connection with this Agreement.

3.02. Licensee shall be responsible for all costs and expenses associated with the preparation, negotiation, and execution of this Agreement, including but not limited to attorney's fees, document preparation costs, and any related expenses incurred by the City. The City shall have no responsibility for any such costs, and Licensee agrees to promptly reimburse the City for any amounts invoiced for these services.

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the Licensed Property, or the Improvements. In case of a declared emergency, damage or destruction of the Improvements, or any other property of the Licensee shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, assuming no obligation to Licensee, to remove any of the Improvements thereof whenever such modification is deemed necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) the public health or safety with respect to the Licensed

Property.

## V. LICENSEE RESPONSIBILITIES

5.01. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Licensed Property, or the property of the City for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, the City shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to the City for all costs, damages and attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against the City upon demand with interest at the maximum rate from demand until payment.

5.02. Licensee shall be solely responsible for obtaining any and all Regulatory Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

5.03. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

## VI. INSURANCE

6.01. Licensee shall, at its sole expense, obtain and maintain insurance of the types and in the amounts as set forth on **Exhibit "B"** attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to affect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment. Such insurance coverage shall specifically name the City as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

6.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All

insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

6.03. LICENSEE WAIVES ALL RIGHTS OF RECOVERY AGAINST LICENSOR (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF LICENSOR), AND AGREES TO RELEASE THE LICENSOR FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING LICENSEE AT THE TIME OF SUCH LOSS OR DAMAGE WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF LICENSOR AND LICENSEE THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

## **VII. INDEMNIFICATION**

7.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

7.02. The City shall indemnify, defend, and hold harmless Licensee and its officers, members, managers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the City on, within, or with respect to the Licensed Property and/or Retaining Wall, including any acts or

negligent omissions of the City, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of Licensee; provided that for the purposes of the foregoing, Licensee entering into this Agreement shall not be deemed to be a “negligent or willful act.”

## VIII. CONDITIONS

8.01. Maintenance. Licensee shall maintain the Retaining Wall in good condition, including performing all necessary repairs and upkeep to ensure the integrity and safety of the Improvements. Licensee is responsible for the full cost of such maintenance and repairs. If electrical usage or other utilities are associated with the Improvements, Licensee shall bear the full cost of such services.

8.02. Modification or Removal of Improvements. Licensee agrees that modification or removal of the Improvements shall be at Licensee’s expense. Prior to undertaking any modification, Licensee shall obtain all necessary permits, approvals, or consents from the City or other relevant authorities. Licensee shall perform such modifications or removals in a manner that does not interfere with the City's rights or obligations under this Agreement. This Agreement, until its expiration or revocation shall remain in effect as a covenant running with the land, and the obligations and terms hereof shall be binding upon the Licensee's successors and assigns. Licensee shall provide written notice to any successors-in-interest of this Agreement at the time of transfer of rights or property.

8.03. Default; Notice. In the event Licensee fails to maintain the Licensed Property in accordance with the terms of this Agreement, or otherwise fails to comply with any term or condition set forth herein, the City shall provide written notice of such default to Licensee by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to remedy the failure. If Licensee fails to correct the default within the thirty (30) day period, the City shall have the right to terminate this Agreement.

City:

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

with a copy to:  
The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752



Licensee:

Meritage Homes of Texas, LLC

Attn: \_\_\_\_\_

12301 Research Blvd, Bldg 4, Ste 400

Austin, TX 78759

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.04. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to seek to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

8.05. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

8.06 Force Majeure. Licensors shall not be liable to Licensee for events beyond the control of Licensors that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, pandemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than ninety (90) days, the Parties shall review the Event of Force Majeure to determine if termination of this Agreement is warranted by Licensors. If the Parties determine that the Event of Force Majeure indefinitely restricts Licensee from accessing the Licensed Property, then Licensors may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensors for any cost, loss, expense, liability, or damages sustained by reason of such termination.

## IX. COMMENCEMENT AND TERMINATION

9.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise

terminated. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

## **X. TERMINATION**

10.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all Improvements that it made to the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

10.02. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The Improvements, or a portion of them, interfere with the City's right-of-way; or
- (b) Use of the right-of-way area becomes necessary for a public purpose; or
- (c) The Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such Improvements; or
- (d) Despite thirty (30) days written notice to Licensee, Licensee fails to complete construction of the Improvements in accordance with the terms of this Agreement or fails to meet required safety or construction standards for the Improvements; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

## **XI. EMINENT DOMAIN**

11.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations or Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations or Improvements taken, if any.

## **XII. INTERPRETATION**

12.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for

or against either party.

### **XIII. APPLICATION OF LAW**

13.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

### **IV. VENUE**

14.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

### **XV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

15.01. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

### **XVI. ASSIGNMENT**

16.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

### **XVII. MISCELLANEOUS**

17.01. No Warranty. LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR

LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

17.02. Obligation to Report. If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

17.03. No Waiver. The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

17.04. Governmental Entity. The City of Manor is a governmental entity and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

17.05. Compliance with Laws. Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines. Licensor will provide Licensee with notice of any such required changes by written notice.

17.06. No Joint Venture. This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

17.07. No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

17.08. Severability. If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision

destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

17.09. **Personal License.** The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

17.10. **Right of Entry.** At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

17.11. **Dates of Performance.** In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

17.12. **Exhibits.** This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Licensed Property)
2. Exhibit "B" (Insurance and Minimum Coverage Requirement)

17.13. **Entire Agreement.** This Agreement, and any exhibits, embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

17.14. **Modification.** This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

17.15. **Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

17.16. **Interpretation.** Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

17.17. **Survival.** Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

**[remainder of page intentionally left blank; signature pages to follow]**

**ACCEPTED** this the \_\_\_\_\_ day of December 2024.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Scott Moore, City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz, TRMC  
Title: City Secretary

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas



LICENSEE:

Meritage Homes of Texas,  
An Arizona limited liability company

By: Meritage Homes of Texas, LLC  
its Manager

By: SVAG Asset Management, LLC,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, on behalf of said corporation,

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

**Exhibit “A”**  
**[attachment follows this page]**

**A METES AND BOUNDS  
DESCRIPTION OF  
A 0.090 ACRE TRACT OF LAND**

**BEING** a 0.090 acre (3,918 square feet) tract of land situated in the Sumner Bacon Survey No. 62, Abstract No. 63, Travis County, Texas; being a portion of that certain 200.38 acre tract of land described in instrument City of Manor, recorded in Document No. 2012141817 of the Official Public Records of Travis County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap found marking a southeast corner of that certain 350.744 acre - Tract 1 described in instrument to Meritage Homes of Texas, LLC., recorded in Document No 2020148949, and corrected in Document No. 2023082673 of the Official Public Records of Travis County, and the southwest corner of said 200.38 acre tract, same point being on the northerly boundary of Lot 4 of Shadowglen Golf Course, plat of which recorded in Document No. 200300186 of the Official Public Records of Travis County;

**THENCE**, along the common boundary of said 350.744 acre tract and said 200.38 acre tract the following five (5) calls:

1. along the easterly boundary line of said 350.744 acre - Tract 1, and westerly boundary line of said 200.38 acre tract, North 18°19'31" East, 237.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 15°28'36" East, 100.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner at the **POINT OF BEGINNING** of the herein described tract;
3. North 80°15'36" East, 110.43 feet to a point for corner;
4. North 68°01'22" East, 253.46 feet to a point for corner;
5. North 53°19'16" East, 50.12 feet to a point for corner;

**THENCE**, crossing into said 200.38 acre tract the following four (4) calls:

1. South 41°43'05" West, 51.23 feet to a point for corner;
2. South 68°01'07" West, 257.09 feet to a point for corner;
3. South 80°15'36" West, 111.50 feet to a point for corner;
4. North 09°44'24" West, 10.00 feet to the **POINT OF BEGINNING**, and containing 0.090 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 8/30/2024 at 11:11 AM, based on geometry in the drawing file K:\SNA\_Survey\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\Exhibits\0.090ac Wall Licensed Property.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°19'31"E	237.85'
L2	N15°28'36"E	100.08'
L3	N80°15'36"E	110.43'
L4	N68°01'22"E	253.46'
L5	N53°19'16"E	50.12'
L6	S41°43'05"W	51.23'
L7	S68°01'07"W	257.09'
L8	S80°15'36"W	111.50'
L9	N09°44'24"W	10.00'



*John G. Mosier*

**EXHIBIT OF A  
0.090 ACRE  
WALL LICENSED PROPERTY  
SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63  
TRAVIS COUNTY, TEXAS**

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

**Kimley»Horn**

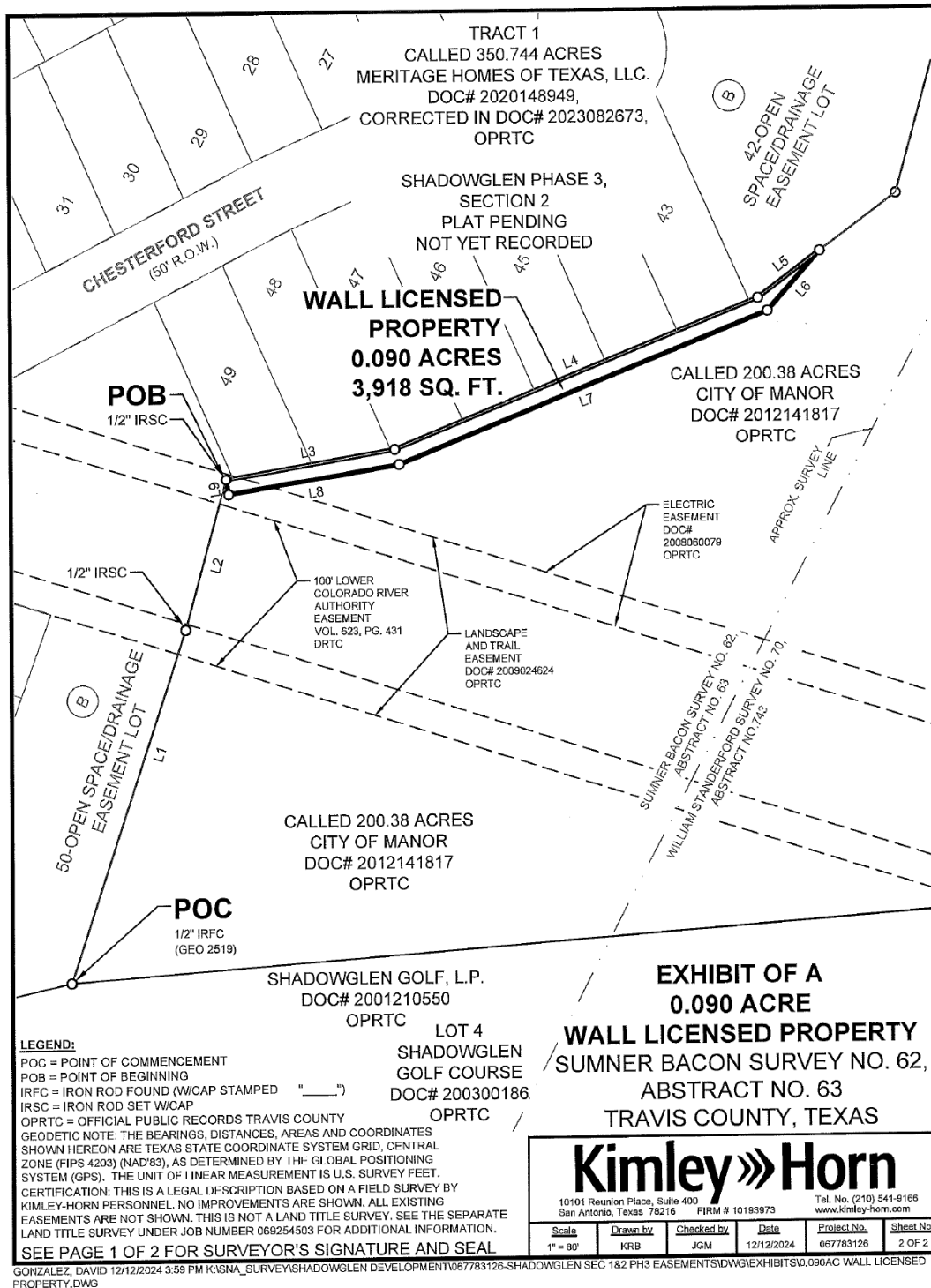
10101 Reunion Place, Suite 400  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KRB	JGM	12/12/2024	067783126	1 OF 2

GONZALEZ, DAVID 12/12/2024 3:59 PM K:\SNA\_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.090AC WALL LICENSED PROPERTY.DWG



**A METES AND BOUNDS  
DESCRIPTION OF  
A 0.366 ACRE TRACT OF LAND**

**BEING** a 0.366 acre (15,956 square feet) tract of land situated in the Sumner Bacon Survey No. 62, Abstract No. 63, Travis County, Texas; being a portion of that certain 200.38 acre tract of land described in instrument City of Manor, recorded in Document No. 2012141817 of the Official Public Records of Travis County; and being more particularly described as follows:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap found marking a southeast corner of that certain 350.744 acre - Tract 1 described in instrument to Meritage Homes of Texas, LLC., recorded in Document No. 2020148949, and corrected in Document No. 2023082673 of the Official Public Records of Travis County, and the southwest corner of said 200.38 acre tract, same point being on the northerly boundary of Lot 4 of Shadowglen Golf Course, plat of which recorded in Document No. 200300186 of the Official Public Records of Travis County;

**THENCE**, along the common boundary line of said 350.744 acre - Tract 1, and said 200.38 acre tract, the following eight (8) calls:

1. North 18°19'31" East, 237.85 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
2. North 15°28'36" East, 100.08 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner;
3. North 80°15'36" East, 110.43 feet to a point for corner;
4. North 68°01'22" East, 253.46 feet to a point for corner;
5. North 53°19'11" East, 50.12 feet to a point for corner;
6. North 53°19'20" East, 61.31 feet to a point for corner;
7. North 15°39'29" East, 120.96 feet to a point for corner;
8. North 20°16'48" West, 58.56 feet to a 1/2-inch iron rod with a plastic cap stamped "KHA" set for corner at the **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing along said common boundary line the following eleven (11) calls:

1. North 20°16'48" West, 42.51 feet to a point for corner;
2. North 47°55'49" West, 69.64 feet to a point for corner;
3. North 27°40'22" West, 67.98 feet to a point for corner;
4. North 37°52'41" West, 171.53 feet to a point for corner;
5. North 00°55'38" West, 131.34 feet to a point for corner;
6. North 13°13'52" West, 102.27 feet to a point for corner;
7. North 05°41'45" West, 439.10 feet to a point for corner;
8. North 21°47'48" West, 142.43 feet to a point for corner;
9. North 03°24'29" West, 225.46 feet to a point for corner;
10. North 09°02'21" West, 136.28 feet to a point for corner;
11. North 44°17'19" West, 85.54 feet to a point for corner;

**THENCE**, crossing into the said 200.38 acre tract the following twelve (12) calls:

1. North 45°42'41" East, 10.00 feet to a point for corner;
2. South 44°17'19" East, 88.72 feet to a point for corner;
3. South 09°02'21" East, 139.95 feet to a point for corner;
4. South 03°24'29" East, 224.33 feet to a point for corner;
5. South 21°47'48" East, 142.23 feet to a point for corner;
6. South 05°41'45" East, 439.86 feet to a point for corner;
7. South 13°13'52" East, 102.69 feet to a point for corner;
8. South 00°55'38" East, 129.08 feet to a point for corner;
9. South 37°52'41" East, 169.08 feet to a point for corner;
10. South 27°40'22" East, 67.09 feet to a point for corner;
11. South 47°55'49" East, 71.62 feet to a point for corner;
12. South 06°40'29" East, 45.08 feet to the **POINT OF BEGINNING**, and containing 0.366 acres of land in Travis County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 9/3/2024 at 2:17 PM, based on geometry in the drawing file K:\SNA\_Survey\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\Exhibits\0.366ac Wall Licensed Property.dwg, in the office of Kimley-Horn and Associates in San Antonio, Texas.



*John G. Mosier*

JOHN G. MOSIER  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6330  
10101 REUNION PLACE, SUITE 400  
SAN ANTONIO, TEXAS 78216  
PH. 210-541-9166  
greg.mosier@kimley-horn.com

**EXHIBIT OF A  
0.366 ACRE  
WALL LICENSED PROPERTY  
SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63  
TRAVIS COUNTY, TEXAS**

**Kimley»Horn**

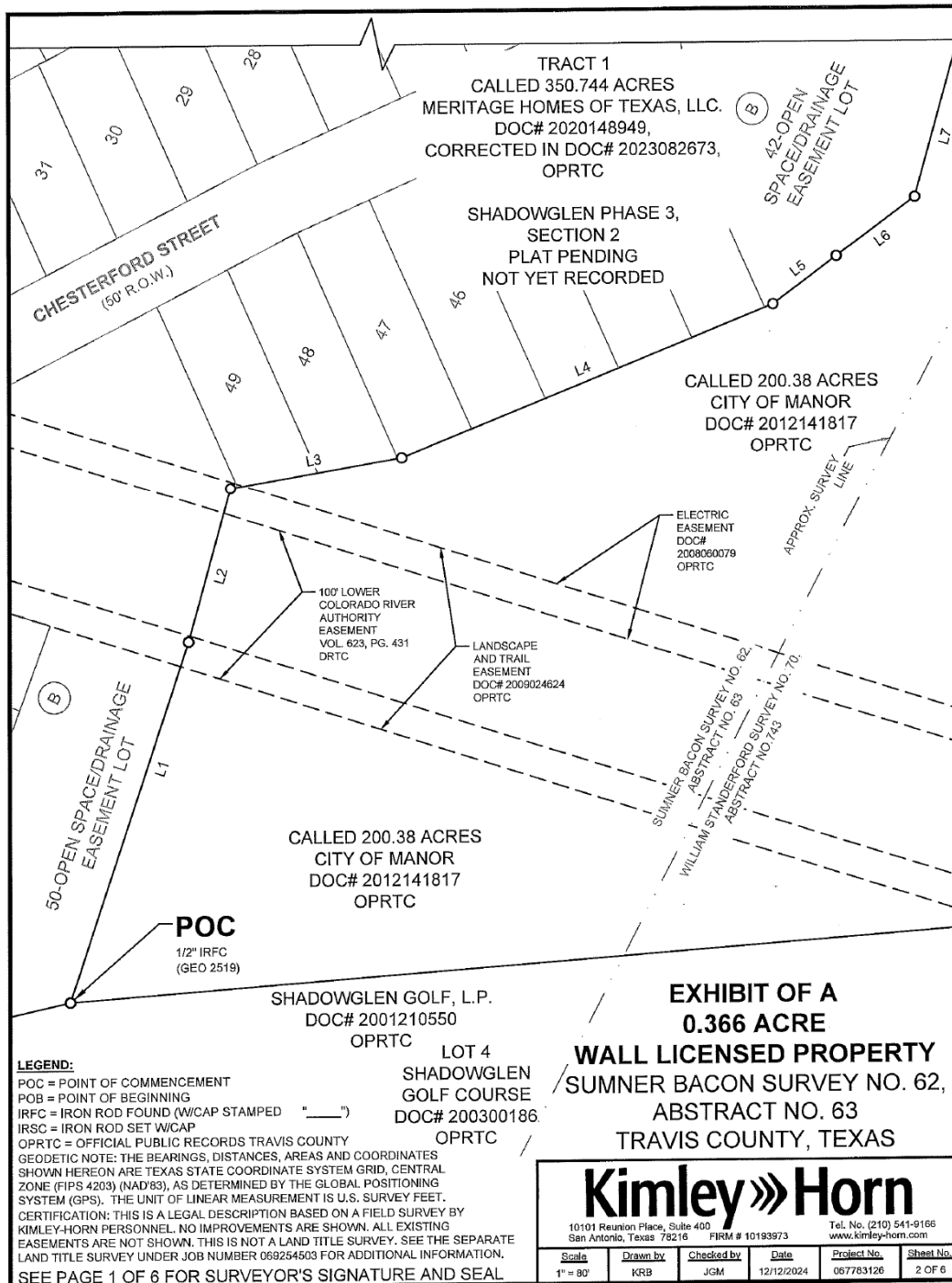
10101 Reunion Place, Suite 400  
San Antonio, Texas 78216

FIRM # 10193973

Tel. No. (210) 541-9166  
www.kimley-horn.com

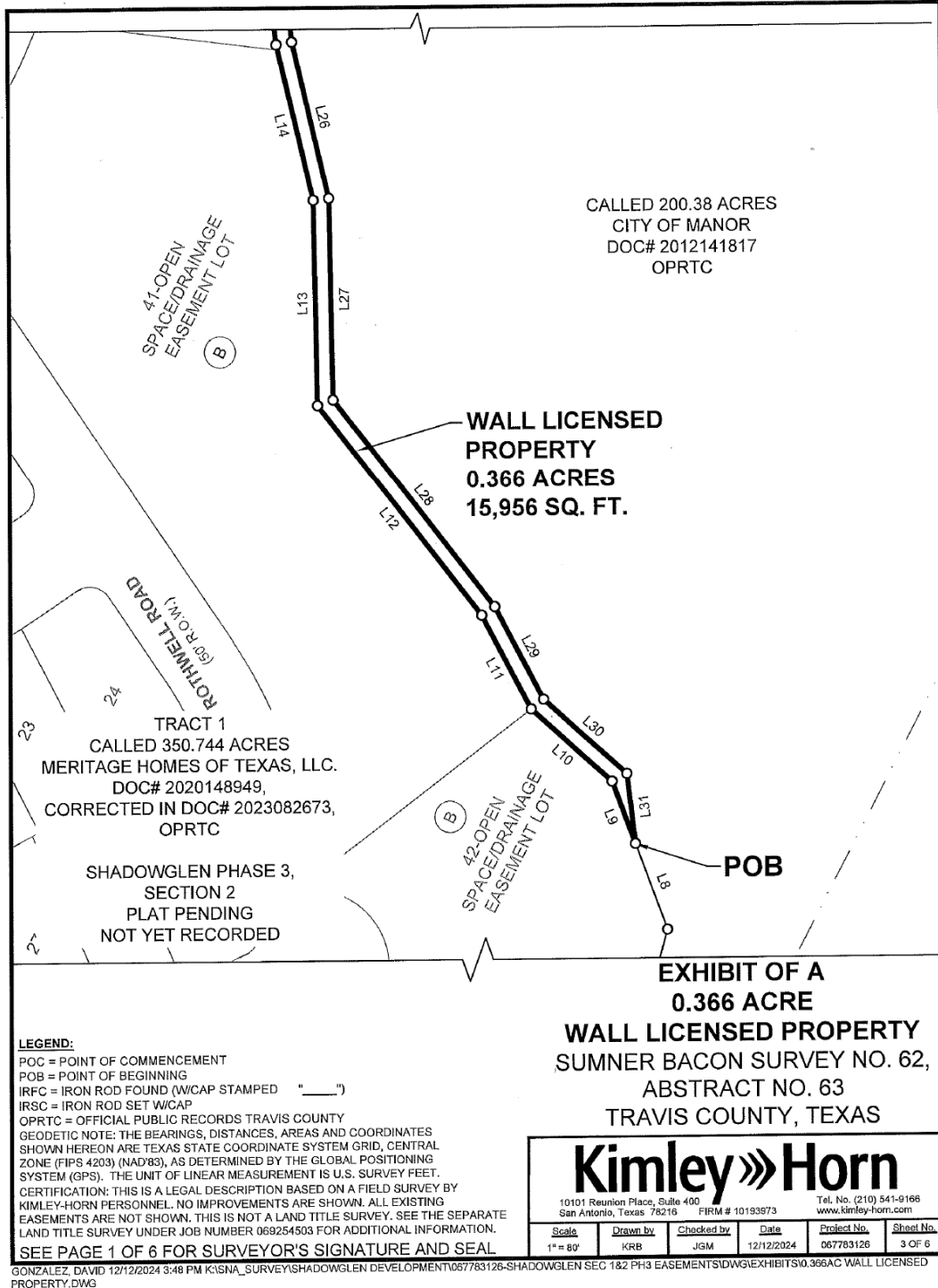
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KRB	JGM	12/12/2024	067783126	1 OF 6

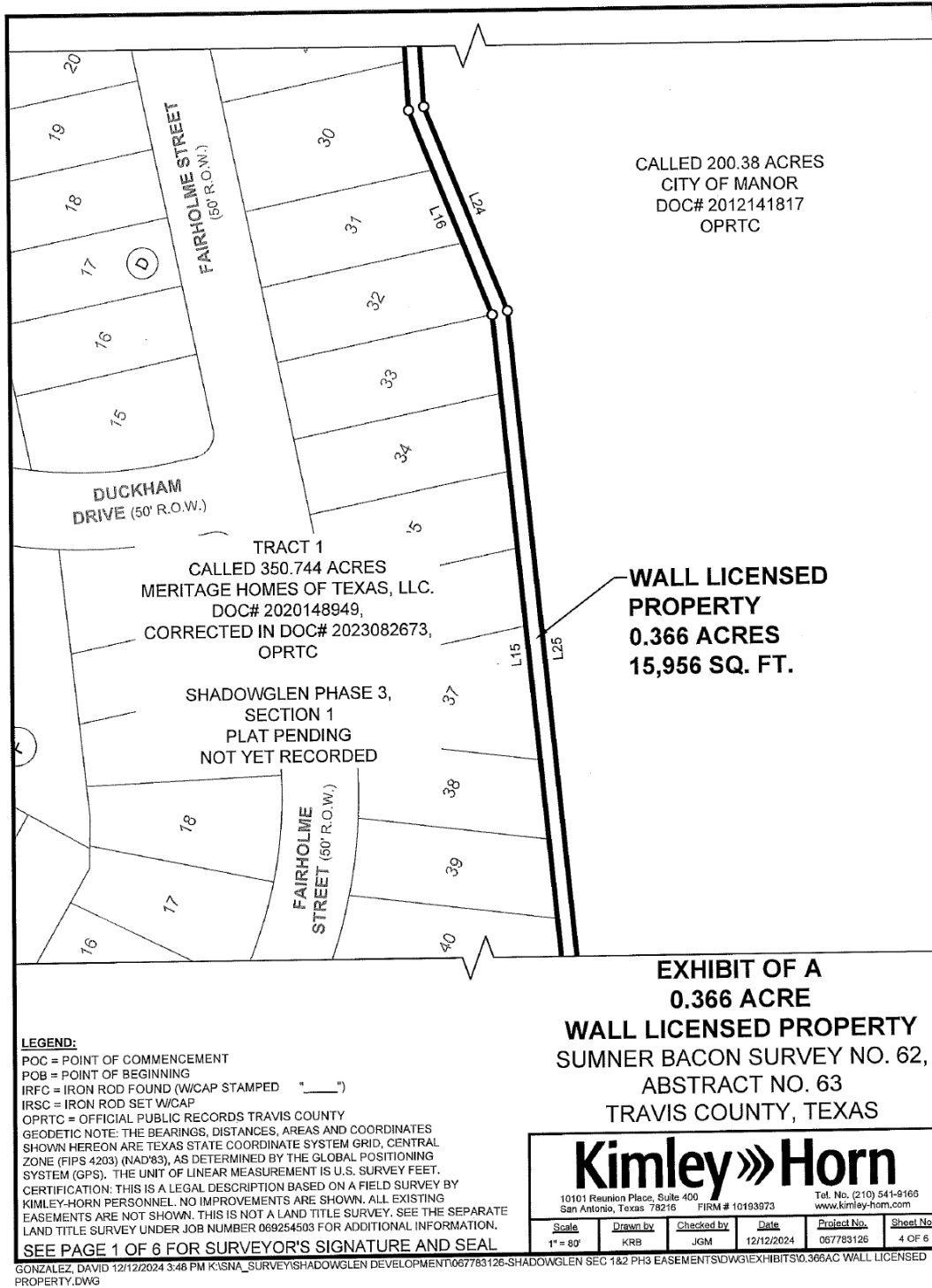
GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SNA\_Survey\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG

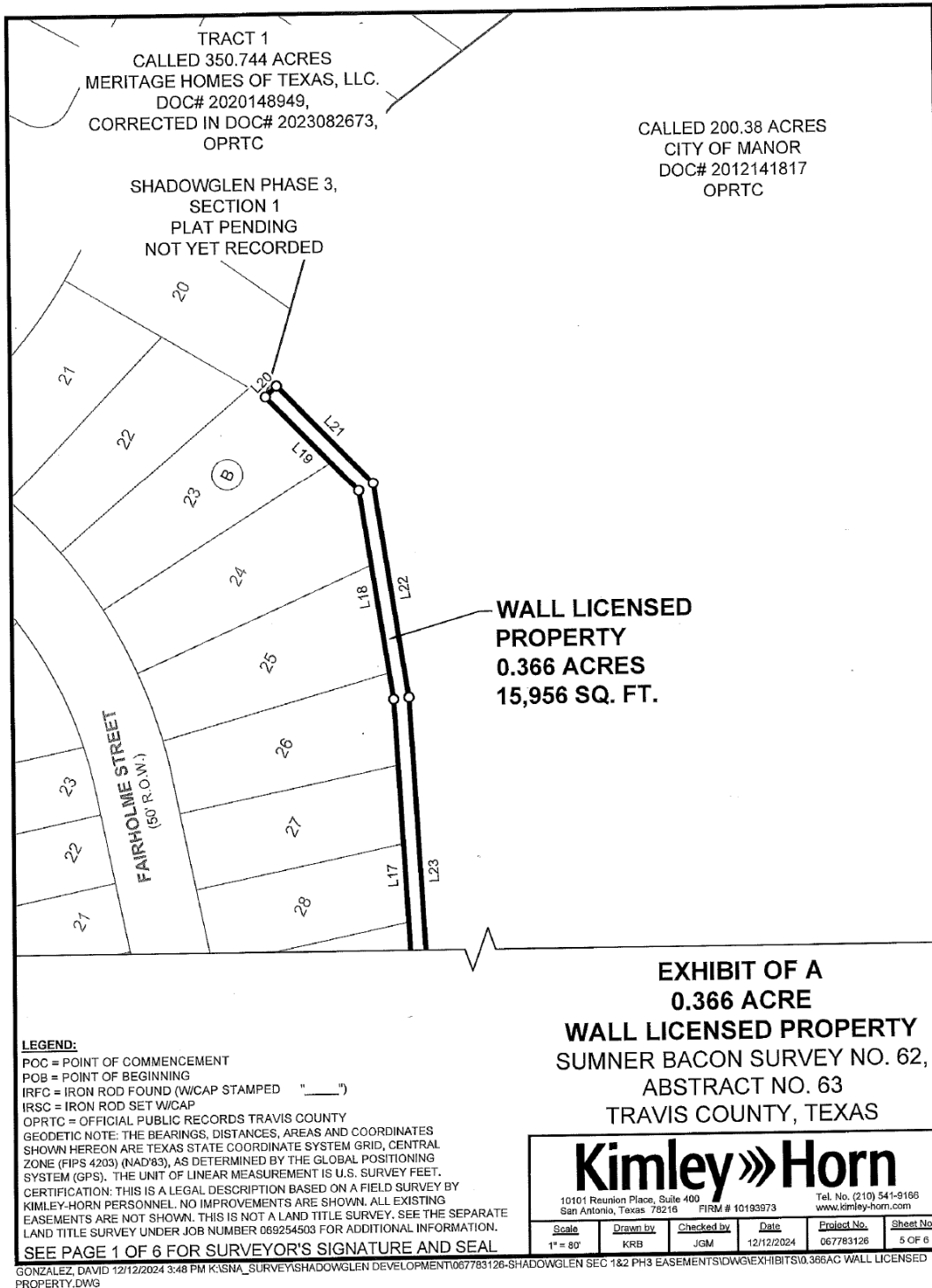


GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SINA\_SURVEY\SHADOWGLEN DEVELOPMENT\067783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG









LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°19'31"E	237.85'
L2	N15°28'36"E	100.08'
L3	N80°15'36"E	110.43'
L4	N68°01'22"E	253.46'
L5	N53°19'11"E	50.12'
L6	N53°19'20"E	61.31'
L7	N15°39'29"E	120.96'
L8	N20°16'48"W	58.56'
L9	N20°16'48"W	42.51'
L10	N47°55'49"W	69.64'
L11	N27°40'22"W	67.98'
L12	N37°52'41"W	171.53'
L13	N00°55'38"W	131.34'
L14	N13°13'52"W	102.27'
L15	N05°41'45"W	439.10'
L16	N21°47'48"W	142.43'
L17	N03°24'29"W	225.46'
L18	N09°02'21"W	136.28'
L19	N44°17'19"W	85.54'
L20	N45°42'41"E	10.00'
L21	S44°17'19"E	88.72'
L22	S09°02'21"E	139.95'
L23	S03°24'29"E	224.33'
L24	S21°47'48"E	142.23'
L25	S05°41'45"E	439.86'
L26	S13°13'52"E	102.69'
L27	S00°55'38"E	129.08'
L28	S37°52'41"E	169.08'
L29	S27°40'22"E	67.09'
L30	S47°55'49"E	71.62'
L31	S06°40'29"E	45.08'

**EXHIBIT OF A  
0.366 ACRE  
WALL LICENSED PROPERTY  
SUMNER BACON SURVEY NO. 62,  
ABSTRACT NO. 63  
TRAVIS COUNTY, TEXAS**

**Kimley»Horn**

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San Antonio, Texas 78216 FIRM # 10193973

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www.kimley-horn.com

SEE PAGE 1 OF 6 FOR SURVEYOR'S SIGNATURE AND SEAL

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	KRB	JCM	12/12/2024	087783126	6 OF 6

GONZALEZ, DAVID 12/12/2024 3:48 PM K:\SNA\_SURVEY\SHADOWGLEN DEVELOPMENT\087783126-SHADOWGLEN SEC 1&2 PH3 EASEMENTS\DWG\EXHIBITS\0.366AC WALL LICENSED PROPERTY.DWG

**Exhibit “B”**  
**CITY OF MANOR INSURANCE REQUIREMENTS**

Licensee shall, at its own cost and expense, procure the insurance set forth below and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the life of the Agreement.

Licensee’s insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best’s Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

**CITY OF MANOR MINIMUM COVERAGE REQUIREMENTS**

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed),

which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).
3. Workers’ Compensation with Statutory limits
4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

**Note:** Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Licensor, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Licensor shall receive notice of any cancellation of the policy.



AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** James Allen, Lieutenant  
**DEPARTMENT:** Police

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on 5-year agreement between the City of Manor and Axon Enterprise, Inc. for the purchase of 40 Taser 10 devices for the Manor Police Department.

### BACKGROUND/SUMMARY:

Manor Police Department has reached the end of the previous 5-year agreement. The final payment for that agreement would be applied as the 1<sup>st</sup> payment of this agreement. The Department will be purchasing 40 Taser 10 devices. The Taser 10 is a less lethal device officers can utilize in response to aggression and resistance. The agreement includes cartridge replacement when there are field deployments, as well as restocking of training cartridges, as well as virtual reality kits that will allow officers to train without deploying cartridges.

**LEGAL REVIEW:** Yes, Deron K. Henry, Associate Attorney

**FISCAL IMPACT:** Yes, the remaining payment of \$17,826.60 on the current Taser agreement will be applied as the first payment and the previous agreement will be ended. A credit for the devices has been applied to this new agreement, and we are able to sell the old devices we possess. The payment for each of the next 4 years will be \$60,252.17.

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Axon Quote
- Master Services Agreement
- Addendum to Master Services Agreement

### STAFF RECOMMENDATION:

The city staff recommends that the City Council approve a 5-year agreement between the City of Manor and Axon Enterprise, Inc. for the purchase of 40 Taser 10 devices for the Manor Police Department; authorize the Manor Police Department to sell the old taser devises; and authorize the City Manager to execute the agreement.



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-606102-45527 **Item 9.**

Issued: 08/23/2024

➔ Quote Expiration: 09/15/2024

Estimated Contract Start Date: 12/15/2024

Account Number: 114763  
Payment Terms: N30  
Delivery Method:

SHIP TO	BILL TO
Manor Police Dept. - TX 402 W Parsons St Manor, TX 78653-4704 USA	Manor Police Dept - TX PO Box 317 Manor TX 78653-0317 USA Email: 74-1664745

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: <a href="mailto:asmith@axon.com">asmith@axon.com</a> Fax: (480) 463-2201	James Allen Phone: (512) 272-8177 Email: <a href="mailto:jallen@manortx.gov">jallen@manortx.gov</a> Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$258,835.28
ESTIMATED TOTAL W/ TAX	\$258,835.28

Discount Summary

Average Savings Per Year	\$17,320.94
TOTAL SAVINGS	\$86,604.72

**Payment Summary**

Date	Subtotal	Tax	Total
Nov 2024	\$17,826.60	\$0.00	\$17,826.60
Nov 2025	\$60,252.17	\$0.00	\$60,252.17
Nov 2026	\$60,252.17	\$0.00	\$60,252.17
Nov 2027	\$60,252.17	\$0.00	\$60,252.17
Nov 2028	\$60,252.17	\$0.00	\$60,252.17
<b>Total</b>	<b>\$258,835.28</b>	<b>\$0.00</b>	<b>\$258,835.28</b>

Quote Unbundled Price:

\$345, Item 9.

Quote List Price:

\$270,098.00

Quote Subtotal:

\$258,835.28

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$184.14	\$184.14	\$0.00	\$184.14
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$12,860.64	\$12,860.64	\$0.00	\$12,860.64
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	60	\$133.44	\$102.91	\$93.65	\$224,760.00	\$0.00	\$224,760.00
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	5	60	\$35.07	\$28.17	\$25.63	\$7,689.00	\$0.00	\$7,689.00
<b>A la Carte Software</b>									
20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	60		\$23.87	\$21.72	\$6,516.50	\$0.00	\$6,516.50
<b>A la Carte Services</b>									
20379	AXON VR - PSO - 1 DAY	1			\$7,500.00	\$6,825.00	\$6,825.00	\$0.00	\$6,825.00
<b>Total</b>							<b>\$258,835.28</b>	<b>\$0.00</b>	<b>\$258,835.28</b>

## Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	50	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100126	AXON VR - TACTICAL BAG	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	40	2	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	40	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	800	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	40	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100748	AXON VR - CONTROLLER - TASER 10	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101294	AXON VR - TABLET	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	101300	AXON VR - TABLET CASE	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	40	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	11/15/2024

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION WITH VR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	05/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	05/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	05/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	05/15/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	11/15/2028
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	11/15/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	11/15/2028
BUNDLE - TASER 10 CERTIFICATION WITH VR	100400	AXON TASER 10 - CARTRIDGE - HALT	320	1	11/15/2028

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	5	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	5	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101180	AXON TASER - DATA SCIENCE PROGRAM	40	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	40	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	40	12/15/2024	12/14/2029
A la Carte	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	12/15/2024	12/14/2029

**Services**

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	5
BUNDLE - TASER 10 CERTIFICATION WITH VR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	40
BUNDLE - TASER 10 CERTIFICATION WITH VR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	20379	AXON VR - PSO - 1 DAY	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION WITH VR	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	11/15/2025	12/14/2029

**Warranties**

<b>Bundle</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
BUNDLE - TASER 10 CERTIFICATION WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	2	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	40	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	40	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION WITH VR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/15/2025	12/14/2029



## Shipping Locations

Item 9.

Location Number	Street	City	State	Zip	Country
1	402 W Parsons St	Manor	TX	78653-4704	USA
2	402 W Parsons St	Manor	TX	78653-4704	USA

## Payment Details

### Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	\$126.78	\$0.00	\$126.78
Year 1	20379	AXON VR - PSO - 1 DAY	1	\$132.78	\$0.00	\$132.78
Year 1	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	5	\$149.58	\$0.00	\$149.58
Year 1	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$4,372.68	\$0.00	\$4,372.68
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$12,860.64	\$0.00	\$12,860.64
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$184.14	\$0.00	\$184.14
<b>Total</b>				<b>\$17,826.60</b>	<b>\$0.00</b>	<b>\$17,826.60</b>

### Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	\$1,597.43	\$0.00	\$1,597.43
Year 2	20379	AXON VR - PSO - 1 DAY	1	\$1,673.06	\$0.00	\$1,673.06
Year 2	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	5	\$1,884.85	\$0.00	\$1,884.85
Year 2	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$55,096.83	\$0.00	\$55,096.83
<b>Total</b>				<b>\$60,252.17</b>	<b>\$0.00</b>	<b>\$60,252.17</b>

### Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	\$1,597.43	\$0.00	\$1,597.43
Year 3	20379	AXON VR - PSO - 1 DAY	1	\$1,673.06	\$0.00	\$1,673.06
Year 3	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	5	\$1,884.85	\$0.00	\$1,884.85
Year 3	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$55,096.83	\$0.00	\$55,096.83
<b>Total</b>				<b>\$60,252.17</b>	<b>\$0.00</b>	<b>\$60,252.17</b>

### Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	\$1,597.43	\$0.00	\$1,597.43
Year 4	20379	AXON VR - PSO - 1 DAY	1	\$1,673.06	\$0.00	\$1,673.06
Year 4	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	5	\$1,884.85	\$0.00	\$1,884.85
Year 4	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$55,096.83	\$0.00	\$55,096.83
<b>Total</b>				<b>\$60,252.17</b>	<b>\$0.00</b>	<b>\$60,252.17</b>

### Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	5	\$1,597.43	\$0.00	\$1,597.43
Year 5	20379	AXON VR - PSO - 1 DAY	1	\$1,673.06	\$0.00	\$1,673.06

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	5	\$1,884.85	\$0.00	\$1,884.85
Year 5	C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	40	\$55,096.83	\$0.00	\$55,096.83
<b>Total</b>				<b>\$60,252.17</b>	<b>\$0.00</b>	<b>\$60,252.17</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-259637, Q-316263

Agency is terminating those contracts effective 12/15/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$13,044.78

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

8/23/2024



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately



upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to [legal@axon.com](mailto:legal@axon.com).
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## Axon Cloud Services Terms of Use Appendix

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### 1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

**Master Services and Purchasing Agreement for Customer**

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")



**Master Services and Purchasing Agreement for Customer**

- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
  - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
  - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



## Master Services and Purchasing Agreement for Customer

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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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**Axon Customer Experience Improvement Program Appendix**

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1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



## Master Services and Purchasing Agreement for Customer

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

### System set up and configuration (Remote Support)

## Master Services and Purchasing Agreement for Customer

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need
- Troubleshoot IT issues with Axon Evidence and Dock access

### Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### Post go-live review

**For the CEW Full Service Package:** On-site assistance included.  
**For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

## Master Services and Purchasing Agreement for Customer

Smart Weapons that Customer is replacing with newer Smart Weapon models.

### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

#### Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

## Master Services and Purchasing Agreement for Customer

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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## Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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### TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<b><u>Customer Size</u></b>	<b><u>Days to Return from Start Date of TASER 10 Subscription</u></b>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



## Master Services and Purchasing Agreement for Customer

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

## Master Services and Purchasing Agreement for Customer

### Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

**Master Services and Purchasing Agreement for Customer****Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

**Master Services and Purchasing Agreement for Customer**

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

**Master Services and Purchasing Agreement for Customer****Axon Respond Appendix**

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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### Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



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**Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
  - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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**Axon Virtual Reality Content Terms of Use Appendix**

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If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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**Axon Evidence Local Software Appendix**

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This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

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This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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### Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

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### FUSUS APPENDIX

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.
2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
<b>Total Number of Managed End Points</b>	150	150	500	1500	4500
<b>Max Number of Video Streams Connected</b>	0	150	500	1500	4500
<b>Indefinite Cloud Storage</b>		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.



**Master Services and Purchasing Agreement for Customer****Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
  - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
  - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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Department: Legal

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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**VIEVU Data Migration Appendix**

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

## Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
  - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 2.4. The Full-Time TAM **Service options are listed below:**

### **Ongoing System Set-up and Configuration**

Assisting with assigning cameras and registering docks  
Maintaining **Customer's Axon Evidence account**  
Connecting Customer to "Early Access" programs for new devices

### **Account Maintenance**

Conducting on-site training on new features and **devices for Customer leadership team(s)**  
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**  
Conducting weekly meetings to cover current issues and program status

### **Data Analysis**

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows  
Comparing **Customer's Axon usage and trends to peers to establish best practices**  
Proactively monitoring the health of Axon equipment and coordinating returns when needed

### **Direct Support**

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices  
Proactively monitoring the health of **Axon equipment**  
Creating and monitoring RMAs **on-site**  
Providing Axon app support  
Monitoring and testing new firmware and workflows before they are released to Customer's production environment

### **Customer Advocacy**

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**  
Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**
  - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 3.4. The Regional TAM service options are listed below:

## Master Services and Purchasing Agreement for Customer

### Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

### Direct Support

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**

Creating and monitoring RMAs remotely

### Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

**Master Services and Purchasing Agreement for Customer****Axon Investigate Appendix**

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



## My90 Terms of Use Appendix

### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
  - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

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immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

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1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

**Master Services and Purchasing Agreement for Customer****Axon Event Offer Appendix**

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.





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### Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.



### **Addendum to Standard Terms and Conditions**

**THIS ADDENDUM TO AGREEMENT** is made part of that certain agreement between the City of Manor, Texas and Axon Enterprise, Inc. (the, “Addendum”) of even date herewith.

The following terms and conditions are hereby incorporated in to the Agreement, should any term or condition of this Addendum conflict with any of those contained within the Agreement, the terms and conditions of this Addendum supersede and replace those conflicting terms.

1. Statutory Verifications.

(a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Axon Enterprise, Inc. (the, “Contractor”) represents that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

(b) To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Contractor represents that the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(c) The Contractor hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

(d) The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship

with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

2. Indemnification.

**CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY NEGLIGENT ACT, ERROR OR OMISSION, OR WILLFUL MISCONDUCT BY CONTRACTOR IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed in duplicate originals:

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE CITY OF MANOR, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Lluvia Alvarez  
City Secretary

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

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

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the 2025 Texas Youth Advisory Commission (YAC) Summit.

### BACKGROUND/SUMMARY:

The Annual Texas Youth Advisory Commission (YAC) Summit is a two-day statewide event sponsored by the Texas Municipal League and hosted by a city and its youth advisory commission (YAC). While the summit has a serious mission of educating, inspiring, and empowering, it is also built for fun. The next YAC Summit will take place January 31-February 2, in Beaumont, Texas. This event will push attendees to their maximum potential with skill-building workshops, inspirational speakers, multiple networking opportunities, and more.

The YAC Summit is an opportunity for city youth advisory commissions to share their experiences of their programs and the positive impact that the programs have had locally. The summit is organized to promote a fun environment for youth and city leaders to learn from and work with each other. Adults and students will leave with a greater appreciation of their own programs and new ideas to move their group forward in coming years. There will be sessions dedicated for adult leaders during the Summit. This event provides excellent networking opportunities with leaders from established YACs across the State.

The registration deadline is January 6, 2024.

A full schedule of the event can be found at <https://yacsummit.org/schedule/>

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

### STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to finalize cost and governing body members and staff participation before completing summit registration.

AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Yalondra M. Valderrama Santana, Heritage & Tourism Manager  
**DEPARTMENT:** Community Development

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on appointing Commissioners to serve in the Manor Youth Advisory Commission and administer the Oath-of-Office.

**BACKGROUND/SUMMARY:**

The City Council will review and discuss the candidates selected to serve as commissioners for the Manor Youth Advisory Commission. The candidates underwent a screening and interview process conducted by the Mayor, City Council, City Manager, and City Staff Liaison, with interviews held on December 9th and December 11th. The Council will consider officially swearing in the appointed commissioners, who will then be tasked with representing the youth of Manor, providing valuable input on youth-related matters, and supporting the mission of the Youth Advisory Commission.

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

- Manor Youth Advisory Commission Commissioner Candidates List
- Commissioners Certificate

**STAFF RECOMMENDATION:**

Staff recommends that the City Council appoint the Commissioners to serve in the Manor Youth Advisory Commission; and Administer the Oath-of-Office.

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy. 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.

### BACKGROUND/SUMMARY:

This property was zoned for (GO) General Office on September 7, 2022, by Ordinance 673.

This property has direct frontage on US Hwy 290 (approximately 282') and is located almost to the eastern extent of the city limits. It is near the intersection of US 290 and Ballerstedt Rd as well as US 290 and Abrahamson Road. The area is a mix of commercial, industrial, and residential uses. Most of the residential uses are on the lots behind the subject lot along Voelker Lane with the closest residential unit being approximately 620' from the subject lot's southern property line. The property to the west was recently rezoned to (C-3) heavy commercial, the property across US 290 is vacant, and the property to the east is currently in our ETJ.

This area on our Future Land Use Map is designated as Commercial Corridor. Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses. They are typically located along high-volume roadways or at high-volume intersections and generate large amounts of sales tax revenue. The property owner is seeking to use the property for commercial retail in the front as well as offices and warehouses in the back.

The request for C-3 Heavy Commercial would permit the use of the property for a mix of retail sales and warehouses, which is a retail/industrial use, as well as all other uses permitted under C-3 Heavy Commercial. C-3 is the city's most permissive zoning category, being a mix of commercial and industrial uses. If the P&Z is inclined to support the zoning and use of the property for what is presented, it is recommended that certain uses be removed as permitted. This would keep the permitted uses more consistent with the Future Land Use Maps designation as Commercial Corridor and the intent of that district. Suggest uses to be removed from C-3 are:

1. *Adult-Oriented Businesses* - an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center or other commercial enterprise the primary business of which is the offering of service or the selling, renting, or exhibiting of devices or any other items intended to provide sexual stimulation or sexual gratification to the customer.
2. *Data Center* - a facility housing a collection of computer servers and associated components, such as telecommunication, storage and backup systems that supply information to a single or multiple end users off-site. Facilities typically require large amounts of electricity, strict temperature control and security, and will generally have few employees present on-site.

3. *Light Industrial* - a use engaged in the manufacture of finished products or parts predominantly from previously prepared materials, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales and distribution of such products, but excluding basic industrial processing.
4. *Mini-storage warehouse* - an establishment offering small, individual storage units for rent or lease and are restricted solely to the storage of items such as motor vehicles, trailers, boats, bulky household goods and various personal property. There is no conduct of sales, business or any other activity within the individual storage units.
5. *Product Development Services (general)* - development and testing of non-hazardous products related to research services.
6. *Research Services (general)* - establishments engaged in research of an industrial or scientific nature not involving or requiring the use of any biological, chemical or other agent that could cause a hazard to adjacent property. Typical uses include electronics research laboratories, and development and testing of computer software packages
7. *Truck Stop or Travel Center* - a use primarily engaged in the maintenance, servicing, storage, parking or repair of commercial vehicles, including the sale of fuels or other petroleum products, and the sale of accessories or equipment for trucks and similar commercial vehicles. A travel center or truck stop may also include overnight accommodations, showers, restaurant facilities, game rooms, vehicle scales, and/or other activities intended primarily for use of truck crews and interregional travelers.
8. *Vehicle Storage Facility* - a garage, parking lot, or other facility owned or operated by a person or business, other than a governmental entity, for storing or parking ten or more motor vehicles, including motorized waterborne vehicles, per year. This definition does not include businesses with the primary purpose of vehicle sales on the property within the corporate limits of the city, such as automotive dealerships.

Removing the above uses as permitted on the property would keep the allowable uses more in line with what is permitted under C-2 Medium Commercial, but still allow for Office Warehouse Use.

The Planning and Zoning Commission had further inquiry about the intended use of the property and if the desired C-3 zoning was necessary to be in line with our Future Land Use Map. The developer/owner was not present to answer questions, so it was voted for postponement with a 6-1 vote to allow them to be at the January 8<sup>th</sup> meeting.

**\*\*Please note – gas stations are permitted by right in C-3 Heavy Commercial, meaning one could be constructed on the lot without a Specific Use Permit. If the Council is not inclined to support a gas station on this property, Gas Station (full service) and Gas Station (limited) should also be added to the removed list.**

<b>LEGAL REVIEW:</b>	Yes	Veronica Rivera, Assistant City Attorney
<b>FISCAL IMPACT:</b>	No	
<b>PRESENTATION:</b>	No	
<b>ATTACHMENTS:</b>	Yes	

- |                    |                           |
|--------------------|---------------------------|
| • Ordinance        | • C-3 permitted uses      |
| • Letter of Intent | • Comprehensive Plan FLUM |
| • Rezoning Map     | • Public Notice           |
| • Aerial Image     | • Mailing Labels          |

#### **STAFF RECOMMENDATION:**

The City Staff recommends that the City Council postpone the first reading of an ordinance rezoning one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial with certain permitted uses removed to January 15, 2025, Regular Council meeting.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>Disapproval</b>
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM GENERAL OFFICE (GO) TO HEAVY COMMERCIAL (C-3); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AN EFFECTIVE DATE; OPEN MEETING CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" attached hereto and incorporated herein as if fully set forth (the "Property"), from the current zoning district General office (GO) to zoning district Heavy Commercial (C-3). The Property is accordingly hereby rezoned to Heavy Commercial (C-3), subject to the following conditions:

The following uses shall not be permitted:

- |  |  |
|--|--|
| • Adult Oriented Businesses              | • Truck Stop or Travel Center            |
| • Data Center                            | • Vehicle Storage Facility               |
| • Product Development Services (general) | • Mini-Storage Warehouse                 |
| • Light Industrial                       | • Gas Station (Full Service and Limited) |

**Section 4. 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 hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 5. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and

purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Government Code.

**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.

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**EXHIBIT “A”**

Property Address: 16023 US HIGHWAY 290 EAST, Manor, Travis County, Texas

Property Legal Description: LOT 16 Bluebonnet Park, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 95, Page 2, Map and/or Plat Records of Travis County, Texas.

Draft



October 25, 2024

City of Manor – Planning Department  
105 E Eggleston St.  
Manor, TX 78653  
512-272-5555

**RE: 16023 E US-290 Manor, Texas 78621**  
**Legal Description: Lot 16 Bluebonnet Park**  
**Project Name: “Salt and Pepper Rezone”**

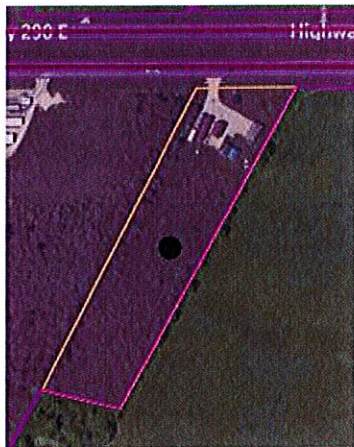
To Whom It May Concern:

Henderson Professional Engineers is under contract with Salt and Pepper Development regarding the property located at 16023 E US-290 Manor, Texas 78621 for a Re-Zoning application to rezone the property from GO (General Office) to C-3 (Heavy Commercial). The 4.879-acre tract of land is shown in Travis County Appraisal District records as 773142 and is inside the corporate limits of Manor, Texas. It is important to note that this re-zoning request is a proposal and this could be changed and may be entirely different than this vision. This proposal cannot be conditionally approved for the rezoning.

The City of Manor requires information to be submitted to the development services department no less than 4 weeks before the first available Planning and Zoning Commission meeting. Those meetings are held on the second Wednesday of each Month. Based on our history of re-zoning applications in the area, the Planning and Zoning commission will then make a recommendation to the City Council to approve or deny the rezoning application. The City Council meets on the first and third Wednesday of each month and must hear the rezoning case and hold a public hearing twice prior to final approval. Based on the best available written data, it is possible that the re-zoning may be approved within 90 days from the date of the conveyance of the land and the application submittal to the city.

In my career, I have personally been involved in numerous re-zoning and re-platting projects within the Hill Country area. I am very familiar with the process in Manor, Texas and have a great working relationship with the City staff of Manor, Texas. I have a high degree of confidence that the rezoning from GO (General Office) to C-3 (Heavy Commercial) will be approved.





The property is outlined in yellow below:



The project site is currently zoned GO (General Office) and the existing roads and utilities (water, sewer and power) will serve the new commercial development. The current zoning of the surrounding areas is:



## Legend

	A	Agricultural
	GO	General Office
	C-1	Light Commercial
	C-2	Medium Commercial
	C-3	Heavy Commercial

The City of Manor Code of Ordinances provides the regulations for the jurisdiction of this development at this time. The Code of Ordinances, Chapter 14, indicates that Heavy Commercial should provide a mix of commercial and light industrial complexes to support the community as a whole and to provide employment opportunities for both the community and the region. The proposed construction in this project includes a commercial retail building in the front with offices and warehouses in the back, which would fit with the proposed land use of "Office, warehouse", whose definition in Chapter 14 includes retail and wholesale sales areas as accessory uses. This site, located along an arterial roadway and can provide for transitional uses between neighborhoods and more intensive commercial regional activities.



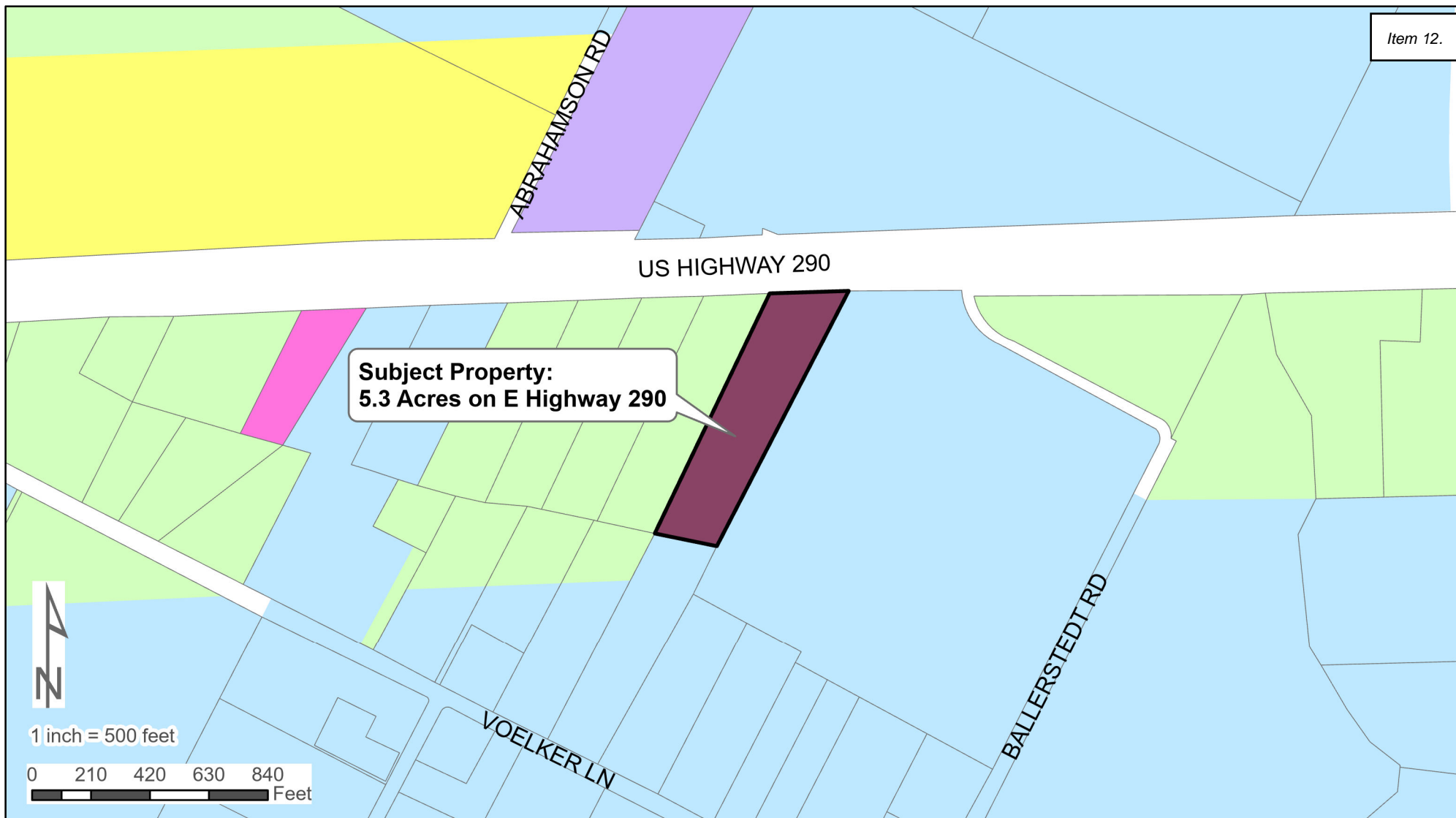
Should you need additional information please do not hesitate to contact me at [hpe@hendersonpe.com](mailto:hpe@hendersonpe.com) or 737.203.8953.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jen Henderson', is written over the printed name.

Jen Henderson, P.E.  
President & CEO  
Henderson Professional Engineers, LLC

JH/RJC/DR



# **Proposed Zoning:** **C-3 Heavy Commercial**

*Current Zoning:*  
*General Office (GO)*



## **Zoning Legend**

<span style="color: green;">■</span> A	Agricultural	<span style="color: olive;">■</span> MH-1	Manufactured Home	<span style="color: magenta;">■</span> C-3	Heavy Commercial
<span style="color: yellow;">■</span> SF-E	Single Family Estate	<span style="color: darkolivegreen;">■</span> MH-2	Manufactured Home Park	<span style="color: lightblue;">■</span> IN-1	Light Industrial
<span style="color: yellow;">■</span> SF-1	Single Family Suburban	<span style="color: green;">■</span> OS	Open Space	<span style="color: purple;">■</span> IN-2	Heavy Industrial
<span style="color: yellow;">■</span> SF-2	Single Family Standard	<span style="color: lightblue;">■</span> I-1	Institutional-Small	<span style="color: red;">■</span> NB	Neighborhood Business
<span style="color: orange;">■</span> TF	Two-Family Residential	<span style="color: blue;">■</span> I-2	Institutional-Large	<span style="color: red;">■</span> DB	Downtown Business
<span style="color: orange;">■</span> TH	Townhome	<span style="color: darkpurple;">■</span> GO	General Office	<span style="color: red;">///</span> PUD	Planned Unit
<span style="color: brown;">■</span> MF-1	Multi-Family 15	<span style="color: pink;">■</span> C-1	Light Commercial		
<span style="color: brown;">■</span> MF-2	Multi-Family 25	<span style="color: magenta;">■</span> C-2	Medium Commercial	<span style="color: lightblue;">■</span> ETJ	





LOCATION EXHIBIT  
TO SERVE

**SALT AND PEPPER MANOR**

16023 US HWY 290  
MANOR, TX 78621

**WOMEN  
OWNED**

CERTIFIED BY | WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

THE DRAWING AND WRITTEN MATERIAL  
HEREIN CONSTITUTE ORIGINAL WORK OF THE  
ENGINEER, AND AS THE INTELLECTUAL  
PROPERTY AND INSTRUMENTS OF SERVICE  
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BE REPRODUCED, DISTRIBUTED PUBLISHED  
OR USED IN ANY WAY WITHOUT THE  
EXPRESSED WRITTEN CONSENT OF THE  
ENGINEER.

**Henderson Professional Engineers**

**HPE**

Civil Engineering

600 ROUND ROCK WEST  
DRIVE, SUITE 604  
ROUND ROCK, TX 78681  
512.350.6228

PELS FIRM #F-22208

www.hendersonpe.com

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11/27/24

## City of Manor Development Services

# Notification for a Rezoning Application

Project Name: 16023 E US 290 rezoning from GO - General office to C3 - Heavy Commercial  
 Case Number: 2024-P-1689-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 16023 E US 290 Manor, TX from (GO) General office to (C3) Heavy Commercial. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for one (1) lot on 4.879 acres, more or less, and being located at 16023 E US Hwy 290, Manor, TX from (GO) General Office to (C-3) Heavy Commercial.**

***Applicant: 16023 HWY 290 LLC***  
***Owner: Henderson Professional Engineers***

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

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

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653  
 (T) 512.272.5555 • (F) 512.272.8636 • [WWW.CITYOFMANOR.ORG](http://WWW.CITYOFMANOR.ORG)

ALCAT NED AUSTIN LLC  
655 N AIA  
JUPITER, FL 33477

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749

BRADLEY BLANCHE D  
16100 VOELKER LN  
ELGIN, TX 78621-4108

CHUNG BENJAMIN TAEHOON  
PO BOX 812  
MANOR, TX 78653-0812

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, Discussion, and Possible Action on an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St. and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

### BACKGROUND/SUMMARY:

This is the Manor Grocery store in downtown. The owner is attempting to get (C-1) zoning to allow them the ability to sequentially apply for a gas station specific use permit. Currently, their zoning is (DB) Downtown Business which allows for their grocery store to operate once the necessary repairs made to the store.

There are currently three gas stations within a mile of the Manor Grocery store with two of them being located off Lexington St. This location was previously able to operate as a gas station due to its existence before our current zoning ordinance. However, after 90 days of inactivity, the grandfathering of the non-conformance is lifted, and the property must be brought into compliance with current code.

The Planning and Zoning Commission is recommending disapproval in a 7-0 vote on this request after expressing several concerns revolving around the property. Some of the concerns voiced were that of maintaining the historic value of the building to the community without changing the use, forcing a gas station on to the property when there is minimal space for one without a major reconfiguration of the buildings on the lot, potential removal of the metal building in the rear, where the driveways will go, how people will get in and out of the site if a gas station were to be placed there, how the 18 wheelers carrying fuel would get in and out of the site, and more.

<b>LEGAL REVIEW:</b>	Yes	<i>Veronica Rivera, Assistant City Attorney</i>
<b>FISCAL IMPACT:</b>	No	
<b>PRESENTATION:</b>	No	
<b>ATTACHMENTS:</b>	Yes	

- Ordinance
- Aerial Image
- Mailing notice
- Zoning map
- Mailing Addresses

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council deny the first reading of an ordinance rezoning three (3) lots on 0.2376 acres, more or less, and being located at the southwest corner of the intersection of E. Parsons St and Lexington St., Manor, TX from (DB) Downtown Business to (C-1) Light Commercial.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM DOWNTOWN BUSINESS (DB) TO LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AN EFFECTIVE DATE; OPEN MEETING CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" attached hereto and incorporated herein as if fully set forth (the "Property"), from the current zoning district Downtown Business (DB) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

**Section 4. 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 hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 5. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Government Code.

**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.

**PASSED AND APPROVED FIRST READING** on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

\_\_\_\_\_  
Dr. Christopher Harvey, Mayor

Draft

**EXHIBIT "A"**

Property Address: 102 Parsons St, Manor, Travis County, Texas

Property Legal Description: Being the West 15 feet of Lot Seventeen (17, and all of Lots Eighteen (18), Nineteen (19) and Twenty (20) in Block 23 of TOWN OF MANOR, Travis County, Texas according to the map or plat thereof recorded in Volume V, Page 796 of the Plat Records of Travis County, Texas.

Draft





**Proposed Zoning:**  
**C-1 Light Commercial**

**Current Zoning:**  
**Downtown Business (DB)**

**Zoning Legend**

A	Agricultural	MH-1	Manufactured Home	C-3	Heavy Commercial
SF-E	Single Family Estate	MH-2	Manufactured Home Park	IN-1	Light Industrial
SF-1	Single Family Suburban	OS	Open Space	IN-2	Heavy Industrial
SF-2	Single Family Standard	I-1	Institutional-Small	NB	Neighborhood Business
TF	Two-Family Residential	I-2	Institutional-Large	DB	Downtown Business
TH	Townhome	GO	General Office	PUD	Planned Unit
MF-1	Multi-Family 15	C-1	Light Commercial	ETJ	
MF-2	Multi-Family 25	C-2	Medium Commercial		









11/27/24

## City of Manor Development Services

### Notification for a Rezoning Application

Project Name: Manor Grocery (102 E Parsons) Rezoning from (DB) Downtown Business to (C-1) Light Commercial  
 Case Number: 2024-P-1690-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Rezoning Application for 102 E Parsons Manor, TX also known as Manor Grocery from (DB) Downtown Business to (C-1) Light Commercial. The request will be posted on the agenda as follows:

**Public Hearing:** Conduct a public hearing on a Rezoning Application for four (4) lots on 0.2376 acres, more or less, and being located at 102 E Parsons, Manor, TX also known as Manor Grocery from (DB) Downtown Business to (C-1) Light Commercial.

***Applicant: Cristian Garcia***  
***Owner: Manor Grocery***

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

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

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

105 E. EGGLESTON STREET • P.O. BOX 387 • MANOR, TEXAS 78653  
 (T) 512.272.5555 • (F) 512.272.8636 • [WWW.CITYOFMANOR.ORG](http://WWW.CITYOFMANOR.ORG)

Travis Central Appraisal District  
Center location of work required  
102 W. Parsons St.  
Manor TX 78653

## **Manor Grocery**

Property ID:238889

Legal : Lot 18-20 &W15FT of Lot 17 Blk 23 Manor Town

### **East Property Owners:**

Name:

Relax Inn Of Manor

Address: 106 E Parsons St, Manor TX 78653

LOT 16 & E10FT OF LOT 17 BLK 23 MANOR TOWN OF (COMMERCIAL PERSONAL  
PROPERTY)

Name:

Paredes Adrian P & Mariana G Ibanez

Owner Address: 5002 Smokey VLY Unit A, Austin TX 78731

Address: 114 E Parsons St, Manor TX 78653

LOT 14 BLK 23 MANOR TOWN OF

Name:

Rodriguez Adrian & Keyna

Owner Address: 9115 GOLDEN LEAF, AUSTIN TX 78748-6529

Address: 116 E Parsons St A, Manor TX 78653

W1/2 OF LOT 12 LOT 13 BLK 23 MANOR TOWN OF

Name:

C&K Brother & CO LLC

Address: 201 E Parsons St, Manor TX 78653

LOT 17-20 BLK 22 MANOR TOWN OF

**West Property Owners:**

Name:

Duetty Billy C

Owner Address: PO BOX 562, Manor TX 78653

Address: 100 TX Parsons St, Manor TX 78653

LOT 11-12 BLK 24 MANOR TOWN OF

LOT 13-15 BLK 24 MANOR TOWN OF

LOT 16-17 BLK 24 MANOR TOWN OF

LOT 18-20 BLK 24 MANOR TOWN OF

**South Property Owners:**

Name:

City Of Manor (884629)

PO BOX 387 Manor TX 78653

LOT 1-3 BLK 23 MANOR TOWN OF

Name:

GILDON GEORGE EDWARD ETAL (1654966)

1303 GLENWOOD DR

AUSTIN TX 78723-1130

Situs Address: Old HY 20, TX 78653

LOT 4-6 BLK 23 MANOR TOWN OF

Name:

RODRIGUEZ ADRIAN & KEYNA (1888496)

9115 GOLDEN LEAF

AUSTIN TX 78748-6529

LOT 7 BLK 23 MANOR TOWN OF

Situs Address: Old HY 20, TX 78653

Name:

RODRIGUEZ ADRIAN & KEYNA (1888496)

9115 GOLDEN LEAF

AUSTIN TX 78748-6529

LOT 8-10 BLK 23 MANOR TOWN OF

Name:

AUS-TEX PROPERTIES LLC (1652288)

7309 BURLESON MANOR RD

MANOR TX 78653-5105

Situs Address: S Lexington St. Manor TX 78653

LOT 8-A TOWN OF MANOR AMD LTS 8-10 BLK 24 LT 8-A

Name:

DUETT BILLY C (1559887)

PO BOX 562

MANOR TX 78653-0562

LOT 7 BLK 24 MANOR TOWN OF

LOT 5 BLK 24 MANOR TOWN OF

Name:

city of manor (215624)

105 e Eggleston st

manor TX 78653-3463

lot 1-4 blk 24 manor town of

### **North Property Owners:**

Name:

SUAREZ ERNESTO (215802)

14121 BOIS D ARC LN

MANOR TX 78653-3815

LOT 1&2 BLK 30 MANOR TOWN OF

Name:

ANDERSON JAMES T (105908)

1601 W 38TH ST STE 2

AUSTIN TX 78731-6233

Situs Address: 105 E Parson St. TX 78653

LOT 5 BLK 30 MANOR TOWN OF

LOT 6-9 BLK 30 MANOR TOWN OF

Name:

ANDERSONS COFFEE CO INC (215800)

1601 W 38TH ST STE 2

AUSTIN TX 78731-6233

Situs Address: 205 Parsons St. TX 78653

LOT 10 BLK 30 MANOR TOWN OF

Name:

HUNTER HEIGHTS LLC (1715136)

PO BOX 82653

AUSTIN TX 78708-2653

Situs Address: 201 E Parson St. Manor TX 78653

1791 AC OF LOTS 1-3 BLK 31 MANOR TOWN OF

Name:

CANO FAMILY ESTATE LLC (2013516)

204 SMITH LN

MANOR TX 78653-2036

Situs Address: 101 FM973

LOT 9-10 BLK 29 MANOR TOWN OF (COMMERCIAL PERSONAL PROPERTY)

Name:

CARDENAS VIRGINIA Z (1657773)

PO BOX 243

MANOR TX 78653-0243

Situs Address: 105 W. Parsons St, TX 78653

LOT 5-8 BLK 29 MANOR TOWN OF

Name:

DARILEK MICHAEL E & TABATHA A (215647)

PO BOX 976

MANOR TX 78653-0976

Situs Address: 107 Parsons St

LOT 3&4 BLK 29 MANOR TOWN OF

LOT 2 BLK 29 MANOR TOWN OF

LOT 1 BLK 29 MANOR TOWN OF



Name:

DAVIS CAPITAL INVESTMENTS LLC (1850555)

P.O. BOX 248

MANOR TX 78653-0248

Situs Address: 109 N Lexington St Manor TX 78653

LOT 11-14 & E 1/2 OF LOT 15 BLK 29 MANOR TOWN OF

W1/2 OF LOT 15 & E 1/2 OF LOT 16 BLK 29 MANOR TOWN OF (PRORATE 7/10/2020 TO  
12/31/2020)

Name:

BUILD BLOCK INC (1907925)

2700 E 2ND ST

LOS ANGELES CA 90033-4102

Situs Address: 108 W Boyce St, TX 78653

W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF

Name:

120 EAST BOYCE STREET LLC (1754550)

1004 MERIDEN LN

AUSTIN TX 78703-3823

Situs Address: 102 Boyce St, TX 78653

W10FT OF N50FT OF LOT 16 \*& N50FT OF LOT 17-20 BLK 30 MANOR TOWN OF

Name:

GAULT WILLIAM C (195354)

PO BOX 32

MANOR TX 78653-0032

Boyce St, TX 78653

E15FT OF N50FT OF LOT 16 BLK 30 MANOR TOWN OF

S35FT OF LOT 15 & S65FT OF LOT 16-20 BLK 30 MANOR TOWN OF

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Michael Burrell, Interim Director  
**DEPARTMENT:** Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a City of Manor, Texas Deposit Agreement for the Proposed Wastewater Service Transfer for the Manor Downs Project.

### BACKGROUND/SUMMARY:

This is our standard wastewater deposit agreement to transfer services. The agreement provides for a deposit to cover costs incurred by the City and its consultants to review and draft documents related to the CCN transfer from City of Austin to the City of Manor. The wastewater transfer is for the proposed development for the Manor Downs project.

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

- Deposit Agreement

### STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the City of Manor, Texas Deposit Agreement for the Proposed Wastewater Service Transfer for the Manor Downs Project and authorize the City Manager to execute the agreement.

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

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**CITY OF MANOR, TEXAS DEPOSIT AGREEMENT FOR THE  
PROPOSED WASTEWATER SERVICE TRANSFER FOR THE  
MANOR DOWNS PROJECT**

THIS DEPOSIT AGREEMENT FOR THE PROPOSED WASTEWATER SERVICE TRANSFER FOR THE MANOR DOWNS PROJECT (this “Agreement”) is made and entered into as of December \_\_\_\_, 2024 by and between the **CITY OF MANOR, TEXAS** (the “City”) and **DG Manor Downs Property Owner, L.P.**, a Delaware limited partnership, (including its Designated Successors and Assigns, the “Owner”).

WHEREAS, the City of Austin, a Texas home-rule municipal corporation operating a retail public wastewater utility (“Austin”) is the holder of a wastewater certificate of convenience and necessity (“CCN”) No. 20636 which includes Owner’s approximately 146.920-acre tract (the “Property”) within its boundaries; and

WHEREAS, the City is the holder of a CCN No. 20636; and

WHEREAS, the Owner intends to develop its Property within the corporate limits of the City and desires to receive wastewater service from the City; and

WHEREAS, Austin has informed Owner that Austin is not opposed to the City providing wastewater service to Owner’s Property; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Manager of the City (the “City Manager”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with the execution of a Wastewater Service Area Transfer Agreement with Austin (the “Transfer Agreement”) and approval by the Public Utility Commission of said Transfer Agreement; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

**SECTION 1. DEPOSITS.** The Owner shall deposit with the City the amount of \$7,500.00 (the “Moneys”) to the City Manager within five (5) business days after this Agreement is executed and delivered by the City, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not deposited in accordance with this Section 1, the City shall not proceed with seeking execution and approval of the Transfer Agreement. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$7,500.00. The City will draw from the deposit for the Consultants fees and other fees related to the execution and approval of the Transfer Agreement (the “Consultants Deposit”). Whenever the account for the Consultants Deposit reaches a balance below \$1,000.00, the Owner shall deposit an additional \$2,000.00 within five (5) business days of notification by the City Manager or his designee (the “Additional Moneys”). If the Additional Moneys are not deposited in accordance with this Section 1, the City shall not proceed with the execution and

approval of the Transfer Agreement. The City Manager shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Manager and the Office of the City Director of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 3 hereof.

**SECTION 2. USE OF MONEYS ON DEPOSIT.** The City has engaged or will engage consultants, including but not limited to engineers and attorneys (collectively, "Consultants"). The Consultants will assist the City with execution and approval of the Transfer Agreement. The Consultants will be responsible to, and will act as consultants to, the City in connection with the execution and approval of the Transfer Agreement. The City Manager will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to execution and approval of the Transfer Agreement (collectively, "Project Costs"). The scope of work and terms and conditions of the agreements for the Consultants are, or will be, set forth in agreements on file in the City Manager's office. The City Manager may also use the Moneys for other direct City expenses relating to the execution and approval of the Transfer Agreement, such as review by the City Attorney and City Engineer. The City Manager shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Manager's office upon request by Owner. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

**SECTION 3. UNEXPENDED MONEYS.** If proceedings for execution and approval of the Transfer Agreement are unsuccessful and are terminated or abandoned prior to the issuance of approval by the PUC, the City Manager shall transfer to the Owner all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 1, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment. Upon the successful approval by the PUC, the City shall return unexpended Moneys, and the interest thereon, if any, to Owner.

**SECTION 4. RESERVED RIGHTS.** This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, and the City expressly reserves the right to terminate or abandon the proceedings at any time, if in the City's sole discretion, it deems such termination or abandonment to be in the best interest of the City.

**SECTION 5. TERM.** The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of the conditions in Section 3.

**SECTION 6. BINDING EFFECT.** This Agreement shall be binding on the successors and assigns of the parties hereto.

**SECTION 7. AUTHORITY.** Each party hereto warrants that each has the full legal authority to execute and deliver this Agreement. In addition, the individual who executes this Agreement on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

**SECTION 8. TEXAS LAW GOVERNS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**SECTION 9. STATUTORY VERIFICATIONS.**

(a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Owner represents that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

(b) To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(c) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

(d) The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of

any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

**SECTION 10. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[signature pages follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

CITY OF MANOR, TEXAS,  
a home-rule municipal corporation

By: \_\_\_\_\_  
Scott Moore, City Manager

ATTEST:

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

[CITY SEAL]

DG MANOR DOWNS PROPERTY OWNER, L.P.,  
a Delaware limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

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

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance designating a geographic area within the city and the City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known as Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas; Describing the Boundaries of the Zone, Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Reinvestment Zone Fund for the Zone.

### BACKGROUND/SUMMARY:

City staff has been working with the City's consultant, Catalyst Commercial to identify the boundaries of and create TIRZ #2 for commercial properties within the City and the City's extraterritorial jurisdiction. The attached ordinance creates TIRZ #2 which contains an area within its boundaries of 927.5 acres.

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

- Ordinance No. 770

### STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Ordinance No. 770 designating a geographic area within the city and the City's Extraterritorial Jurisdiction as a Tax Increment Reinvestment Zone, Pursuant to Chapter 311 of the Texas Tax Code, Known as Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas; Describing the Boundaries of the Zone, Creating a Board of Directors for the Zone and Appointing Members of the Board; Establishing a Tax Increment Reinvestment Zone Fund for the Zone.

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

## ORDINANCE NO. 770

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AND THE CITY'S EXTRATERRITORIAL JURISDICTION AS A TAX INCREMENT REINVESTMENT ZONE, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, KNOWN AS TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (TIRZ #2), CITY OF MANOR, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE, CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT REINVESTMENT ZONE FUND FOR THE ZONE, CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE, PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Manor, Texas (the "City") is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits and extraterritorial jurisdiction if the area satisfies the requirements of the Act; and

**WHEREAS**, pursuant to and as required by the Act, the city council of the City (the "City Council") prepared a preliminary project and finance plan for *Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas* (the "Preliminary Project and Finance Plan") attached as **Exhibit A** for a proposed tax increment reinvestment zone containing approximately 927.5 acres described and depicted on **Exhibit B** attached hereto and incorporated herein for all purposes (the "Property"), and

**WHEREAS**, the City published and provided notice of the public hearing on the creation of the proposed zone in the Manor Journal, a newspaper of general circulation in the City on December 6, 2024, which date is not later than the seventh (7<sup>th</sup>) day before the public hearing held on December 18, 2024; and

**WHEREAS**, at the public hearing on December 18, 2024, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, and the concept of tax

increment financing; and owners of property in the proposed zone were given an opportunity to protest the inclusion of their property in the proposed zone;

**WHEREAS**, evidence was received and presented at the public hearing in favor of the creation of the zone; and

**WHEREAS**, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

**WHEREAS**, the City desires to appoint initial members to the board of directors of the zone; and

**WHEREAS**, the City Council closed the public hearing on December 18, 2024.

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

**Section 1. Findings**

- (a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.
- (b) That the proposed zone is located within the corporate limits and extraterritorial jurisdiction of the City.
- (c) That the City Council finds and declares that the creation of the Tax Increment Reinvestment Zone Number Two, City of Manor (also referred to herein as “TIRZ #2”) will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.
- (d) That the City Council finds and declares that the creation of the proposed zone will stimulate economic growth and significantly accelerate economic development activities within the reinvestment zone resulting in the creation of businesses, employment, housing, and enhanced tax revenues for the City.
- (e) That the City Council finds and declares that the proposed zone meets the criteria and requirements of Section 311.005(a)(2) of the Act because:
  - 1. the proposed zone currently contains areas that are open and undeveloped;
  - 2. there is a need for essential public infrastructure and economic development programs to attract new development activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
  - 3. these factors substantially impair and arrest the sound growth of the City.
- (f) The City Council, pursuant to the requirements of the Act, further finds and declares that:
  - (1) The proposed zone is a geographic area located within the corporate limits and extraterritorial jurisdiction of the City; and

- (2) Less than thirty (30) percent of all properties in the proposed zone, excluding property that is publicly owned, is used for residential purposes; and
- (3) The total appraised value of taxable real property in the proposed zone does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.
- (g) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.
- (h) The City Council finds that the Preliminary Project and Finance Plan is feasible.
- (i) The City Council finds that the implementation of the Preliminary Project and Finance Plan (as defined above) will alleviate the conditions described in Section 1(f) above and will serve a public purpose.

## **Section 2. Designation and Name of the Zone**

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is *Tax Increment Reinvestment Zone Number Two (TIRZ #2), City of Manor, Texas* (the “Zone”). The City Council specifically declares that the Zone is designated pursuant to Section 311.005 (a)(2).

## **Section 3. Board of Directors**

**3.1** The City Council hereby creates a board of directors for the Zone (the “Board”) consisting of seven (7) members. Seven (7) members shall be appointed by the City Council to Places 1, 2, 3, 4, 5, 6, and 7. The City Council hereby appoints the following seven individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor (term expires November 30, 2025)
Place 2	Council Place 1 (term expires November 30, 2025)
Place 3	Council Place 2 (term expires November 30, 2026)
Place 4	Council Place 3 (term expires November 30, 2025)
Place 5	Council Place 4 (term expires November 30, 2026)
Place 6	Council Place 5 (term expires November 30, 2025)
Place 7	Council Place 6 (term expires November 30, 2026)

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the Chair of the Board. The Board is authorized to elect a Vice-Chair and other officers as determined by the Board.

**3.2** The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and reinvestment zone finance plan for the Zone (the “Project and Finance Plan”) as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary



to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone, including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the TIRZ fund established pursuant to Section 6 of this Ordinance.

**3.3** Directors of the Board shall not receive any salary or other compensation for their services as directors.

**3.4** Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

#### **Section 4. Duration of the Zone**

That the Zone shall take effect immediately upon passage of this Ordinance. The Zone shall terminate on December 31, 2049 (with final year's tax to be collected by September 30, 2050); unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all project costs have been paid in full. If upon expiration of the stated term of the Zone, project costs have not been paid, the City shall have no obligation to pay the shortfall.

#### **Section 5. Tax Increment Base**

That the Tax Increment Base for purposes of calculating the Tax Increment means the total appraised value of all real property taxable property in the Zone as of January 1, 2024, the year in which the Zone was designated (the "Tax Increment Base").

#### **Section 6. Captured Appraised Value**

The Captured Appraised Value for purposes of calculating the annual Tax Increment, means for any given year, the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit and located in the zone for that year, less the Tax Increment Base.

#### **Section 7. Tax Increment Fund**

That there is hereby created and established a TIRZ Fund for the Zone. Within the TIRZ Fund, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The Tax Increment received by the City shall be deposited into the TIRZ Fund as of the effective date of the Zone. The TIRZ Fund and all subaccounts shall be maintained at the

depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs.

### **Section 8. Severability**

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

### **Section 9. Open Meetings**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

### **Section 10. Effective Date**

This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED** by the City Council of Manor, Texas, at a regular meeting on the \_\_\_\_ day of December, 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

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Dr. Christopher Harvey, Mayor

**ATTEST:**

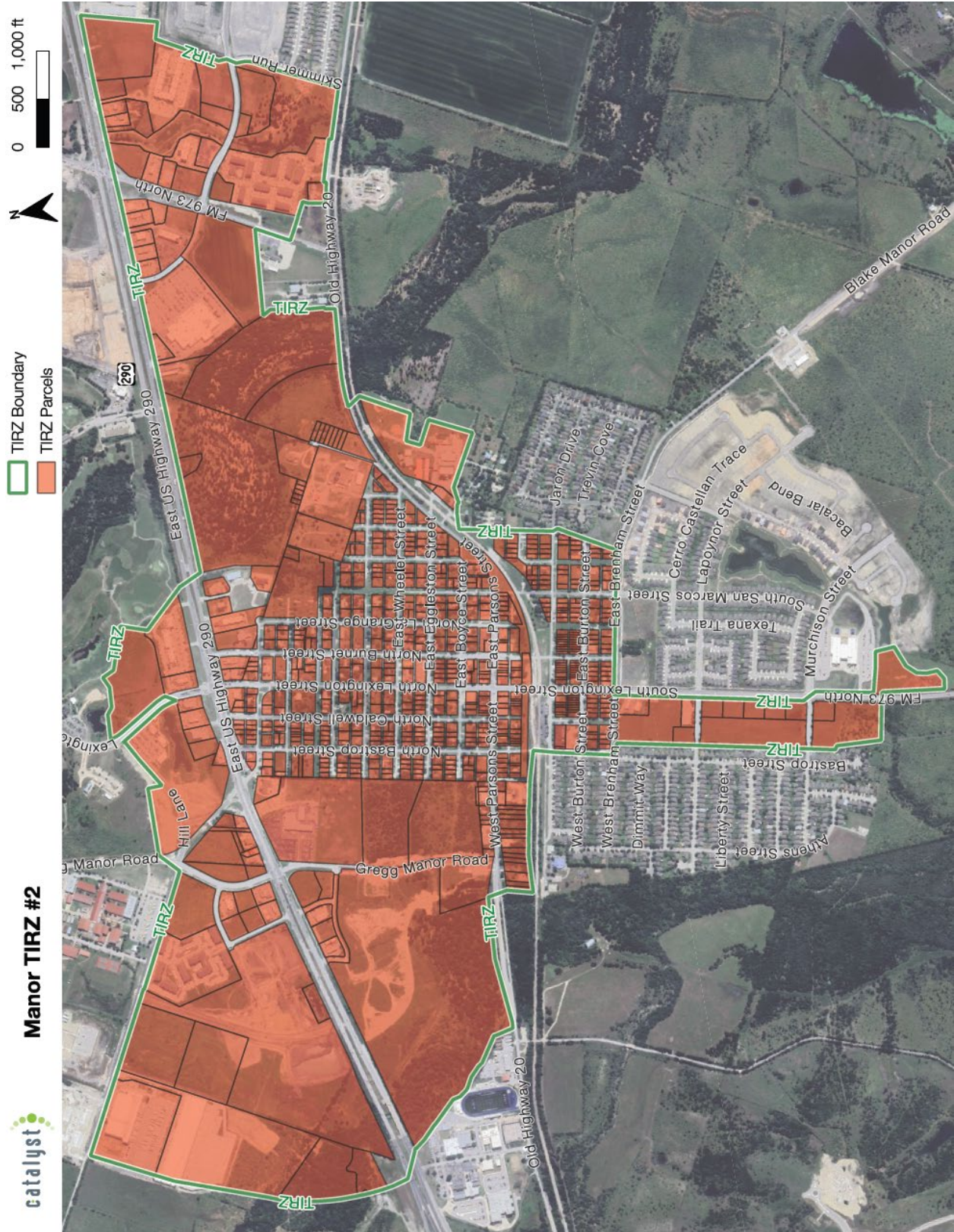
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Lluvia T. Almaraz, City Secretary  
City of Manor, Texas  
[CITY SEAL]

**EXHIBIT A**  
**PRELIMINARY PROJECT AND FINANCE PLAN**  
*[see attached]*

**EXHIBIT B**

*[see attached]*





Travis CAD Property ID	Owner Name	Legal Description
962781	BUTLER FAMILY PARTNERSHIP LTD	ABS 546 SUR 40 MANOR J ABS 690 SUR 54 SANDERS W H ABS 305 SUR 41 GILLELAND J ACR 79.6943 (1-D-1W)
912569	TRAVIS COUNTY	ABS 546 SUR 40 MANOR J ACR 39.227
961786	HILL LANE OWNER LLC	HILL INDUSTRIAL LOT 1
961785	ALLEGRA AUSTIN LLC	HILL INDUSTRIAL LOT 2
526048	MANOR INDEPENDENT SCHOOL DIST	ABS 58 SUR 38 BARKER C ACR 8.00 N TRI OF LOT 5 MANOR TOWN OF
967181	DWYER PETER A	LAGOS PHS 4 & 5 BLK R LOT 1
910376	SHFC MANOR LAND LLC	LOT 9 LDG COMMONS AT MANOR VILLAGE
236828	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR 3.7846 (PRORATE 01-01-2024 - 01-16-2024)
238743	CARBAJAL OSCAR CARBAJAL &	LOT 2 BLK 73 MANOR TOWN OF
238795	CHAVERRIA GERMAN BRIONES &	W25FT OF LOT 7 LOT 8 BLK 51 MANOR TOWN OF
238800	RODRIGUEZ EDDIE	LOT 1&2 BLK 52 MANOR TOWN OF
238833	PORRAS JOHNNY & JANIE	S50FT OF LOT 6&7 BLK 39 MANOR TOWN OF
238907	SANCHEZ DAVID M & AKSHAY PO- HEKAR	LOT 1 BLK 21 MANOR TOWN OF
238910	OROCIO JANET LYN	LOT 3 BLK 21 MANOR TOWN OF
238911	REYES MICHELLE	LOT 4 BLK 21 MANOR TOWN OF
238912	CELESTINO ROCHELLA P	LOT 5 BLK 21 MANOR TOWN OF
240863	JASMIN SHAKESPEARE & LINDA	LOT 4 BLK 80 MANOR TOWN OF MH S#FM9509
240865	ROMERO RONALDO & ANTONIA	LOT 5 BLK 80 MANOR TOWN OF
240866	CERON AMPARO PATRICIA C &	LOT 3 BLK 80 MANOR TOWN OF
240867	JOHNSON ONNIE MAE LIFE ESTATE	LOT 1 BLK 79 MANOR TOWN OF
240868	PAZ ZOILA MORENA	LOT 2 BLK 79 MANOR TOWN OF
240869	BARRS PHYLLIS Y & SANDRA V	LOT 3 BLK 79 MANOR TOWN OF
240870	GONZALEZ RAFAEL HERNANDEZ &	LOT 4 BLK 79 MANOR TOWN OF
240871	ARROYO MISAEL SOLIS & DANIEL	LOT 5 BLK 79 MANOR TOWN OF
240902	GLASS RETHANN	LOT 4&5 BLK 11 LANE A E ADDN
240923	709 LEXINGTON LLC	LTS 1-10 BLK 8 LANE A E ADDN PLUS ADJ VAC ALLEY
377650	SONIC DEVELOPMENT OF CENTRAL TEXAS	LOT 3 COTTONWOOD COMMERCIAL SOUTH SEC 1
526064	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 0.115
526065	SCHNEIDER HAROLD	ABS 742 SUR 69 STANDERFORD WM ACR 0.115
526066	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 0.115
526067	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 0.115
526069	DWYER PETER A	ABS 742 SUR 69 STANDEFORD W ACR 0.115
700689	KRISHNA PROPERTIES LLC	LOT 3 WILDHORSE CREEK COMMERCIAL LOT 3
824766	TIMMERMANN GERALDINE	ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 12.1966
834308	COTTONWOOD HOLDINGS LTD	LOT 6 BLK 3 & N 177.5FT AV LESS E 2.7FT OF LOT 7 LANE A E ADDN & ABS 546 SUR 40 MANOR J, ABS 742 SUR 69 STANDERFORD WM (TOTAL 19.2423AC)



Travis CAD Property ID	Owner Name	Legal Description
922716	PENA ARACELI U & JUANA D JARAMILLO	LOT 5 BLK 76 MANOR TOWN OF
936249	UNKNOWN	ABS 546 SUR 40 MANOR J ACR 0.4645
956731	HOUSING AUTHORITY OF TRAVIS COUNTY	TOWN OF MANOR AMD LTS 11 - 20 BLK 10 BLK A LOT 1
235566	HOUSING AUTHORITY OF TRAVIS	LOT 1 BLK 10 MANOR TOWN OF
235602	REYES MARY ANGEL	LOT 1&2 BLK 7 MANOR TOWN OF
235603	CASTANEDA MANUEL & JUANA R	LOT 6&7 BLK 7 MANOR TOWN OF
235632	LEDESMA ANTONIO	LOT 1 BLK 20 MANOR TOWN OF
235641	TAMEZ JUAN	LOT 6&7 BLK 19 MANOR TOWN OF
235650	BELL KENNETH L & ROBBIN R	LOT 6&7 BLK 18 MANOR TOWN OF
235706	LOPEZ URIEL OCAMPO & ANAYELI OROZCO	LOT 2&3 BLK 15 MANOR TOWN OF
235730	HERRERA ANALILIA ESQUIVEL	LOT 9 BLK 4 MANOR TOWN OF
235732	GILDON CREEK BAPTIST CHURCH	LOT 1&2 BLK 4 MANOR TOWN OF
235734	REYES MOLLY G	LOT 4&5 BLK 3 MANOR TOWN OF
235735	CASIMIRO MILDRED	LOT 6&7 BLK 3 MANOR TOWN OF
235743	STEARNS JOSEPH ALLEN	LOT 7&8 BLK 2 MANOR TOWN OF
235744	FIRST BAPTIST CHURCH	LOT 9&10 BLK 2 MANOR TOWN OF
238572	HUX TIANA LYNNE	LOT 4-5 BLK 66 MANOR TOWN OF
238575	GUAJARDO DELPHINE THIRD PARTY SPECIAL NEEDS TRUST	LOT 7-8 BLK 64 MANOR TOWN OF
238579	SPRINKLE JED	LOT 6-7 BLK 63 MANOR TOWN OF
238587	BURRELL JOHN & JOYCE BURRELL	LOT 1&2 BLK 62 MANOR TOWN OF
238588	NEWSOME FLORENCE ET AL	LOT 9-10 BLK 46 MANOR TOWN OF
238613	CABELLO PEDRO & ERICA CABELLO	LOT 6-7 BLK 45 MANOR TOWN OF
238623	ROCHA MARIA &	LOT 1-2 BLK 44 MANOR TOWN OF S#1576141037
238625	VASQUEZ JUAN JR & DIANA E GERL	LOT 9-10 BLK 43 MANOR TOWN OF
238626	YOUNG CLAUDIE G & SAMMIE M	LOT 7-8 BLK 43 MANOR TOWN OF
238627	JUNG JIWON	LOT 4-5 BLK 43 MANOR TOWN OF
238629	TRAVIS COUNTY EMERGENCY	ABS 546 SUR 40 MANOR J ACR 0.3960
238652	SANCHEZ JESSE & OLIVIA	LOT 6-7 BLK 28 MANOR TOWN OF
238662	DAVIS CAPITAL INVESTMENTS LLC	LOT 11-14 & E 1/2 OF LOT 15 BLK 29 MANOR TOWN OF
238666	CARDENAS VIRGINIA Z	LOT 5-8 BLK 29 MANOR TOWN OF
238674	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.3200
238683	BURNS ELBERT R ETAL	ABS 546 SUR 40 MANOR J ACR 0.3800
238684	RIOJAS ORALIA GARZA	ABS 546 SUR 40 MANOR J ACR 0.2260
238693	VILLALOBOS GUADALUPE & ALBINA	LOT 4&5 BLK 26 MANOR TOWN OF
238703	PONCE AURELIO JR & FLORINE L PONCE	LOT 11-13 BLK 25 MANOR TOWN OF
238704	CASTILLO GERSON DAVID DELCID &	LOT 8-10 BLK 25 MANOR TOWN OF
238719	CITY OF MANOR	LOT 1-4 BLK 24 MANOR TOWN OF

Travis CAD Property ID	Owner Name	Legal Description
238727	CASTILLO GEORGE A & ROSALIE	LOT 9-10 BLK 70 MANOR TOWN OF
238729	MUNOZ DAVID II & AUDREY SHEPARD	LOT 1-2 BLK 70 MANOR TOWN OF
238732	BENITES MELITON LOPEZ	LOT 6-7 BLK 71 MANOR TOWN OF
238733	SUAREZ JOSE JR	LOT 4-5 BLK 71 MANOR TOWN OF
238739	SUAREZ LINDA MARIE	LOT 1-2 BLK 72 MANOR TOWN OF
238742	PORRAS SIMON U JR & LILLIE	LOT 6-7 BLK 72 MANOR TOWN OF
238747	LEXINGTON MANOR LLC	LOT 9-10 BLK 62 MANOR TOWN OF
238751	NINH JAMIE D	LOT 6&7 BLK 61 MANOR TOWN OF
238758	MEJORADO RODOLFO K RODRIGUEZ	LOT 1&2 BLK 60 MANOR TOWN OF
238760	HAY JOSHUA A & MARISELA	LOT 1&2 BLK 59 MANOR TOWN OF
238767	MARTINEZ ESEQUIEL	LOT 9&10 BLK 58 MANOR TOWN OF
238769	ALBRECHT REX F & DANIEL T	LOT 4&5 BLK 58 MANOR TOWN OF
238785	ZAPATA DANIEL RAMIREZ	LOT 9&10 BLK 50 MANOR TOWN OF
238821	DE LUNA GILBERTO & ELSA	LOT 6&7 BLK 41 MANOR TOWN OF
238822	RODRIGUEZ FRANCES &	LOT 4&5 BLK 41 MANOR TOWN OF
238825	BENNETT MARILYN	LOT 9&10 BLK 40 MANOR TOWN OF MH S#AR-0HI1182460S03966AL
238830	RIVERA MARIA DELCARMEN	LOT 1&2 BLK 40 MANOR TOWN OF
238852	ANDERSON JAMES T	LOT 6-9 BLK 30 MANOR TOWN OF
238857	RIVERON ORLANDO G SR &	LOT 9&10 BLK 31 MANOR TOWN OF
238869	PALABRA DE DIOS IGLESIA PENTEC	LOT 1&2 BLK 32 MANOR TOWN OF
238870	BOWEN BRADLEY G & PAULA E	LOT 6&7 BLK 32 MANOR TOWN OF MH S#MIFL1AD23257122
238906	C&K BROTHERS & CO LLC	LOT 1-10,16 BLK 22 MANOR TOWN OF
240856	ECKART STEPHEN	W35FT OF LOT 9 BLK 7DN LANE A E ADDN
240876	JONSE JOHN & RITA	LOT 6&7 BLK 65 MANOR TOWN OF
240877	RODRIGUEZ JUAN T ANGUIANO & ISELA CASTORENA RUIZ	LOT 8-9 BLK 66 MANOR TOWN OF
240880	SAMARIPA LALA F	LOT 1&2 BLK 66 MANOR TOWN OF
240881	MCCORKLE EMILY K MINSTER	LOT 6&7 BLK 66 MANOR TOWN OF
240885	DWYER PETER A	ABS 546 SUR 40 MANOR J ACR 0.6700
240891	MANOR INDEPENDENT SCHOOL DISTR	ABS 546 SUR 40 MANOR J ACR 1.371
240912	JUNCTION DEVELOPMENT LLC	LOT 6&7 BLK 15 LANE A E ADDN
240913	BAUMGART JULIA K & JAMES A POEHL	LOT 2&3 BLK 15 LANE A E ADDN
240914	WILLIAMS GARY M	LOT 4&5 BLK 15 LANE A E ADDN
240924	FORSYTHE WILLIAM & CAROLYN	N73FT OF LOT 6&7 * & N73FT OF W1/2 LOT 8 BLK 13 LANE A E ADDN
240929	DOVER GARY WAYNE	LOT 5 * & W44FT OF LOT 4 * & S42FT OF LOT 6&7 * & SW25FT OF LT 8 BLK 13 * & W125 OF 20FT ALLEY LANE A E ADDN
240942	MOSELEY CHRISTINE ANDERSON	LOT 1-3 BLK 78 MANOR TOWN OF MH S#TXFLP84A06996ET
240946	CITY OF MANOR	LOT 1-5 BLK 77 MANOR TOWN OF
240950	DYE VALERIE ANN	LOT 3-5 BLK 75 MANOR TOWN OF // TITLE CANCELED TO REAL ESTATE

Travis CAD Property ID	Owner Name	Legal Description
240956	GACHUSO YANELI & DIEGO GACHUSO AGUILAR	LOT 6&7 BLK 68 MANOR TOWN OF
362083	VILLAFANA ESTELA GARFIAS	LOT 9&10 BLK 39 MANOR TOWN OF
426169	SANCHEZ NORA L & JOSE A JR	LOT 4&5 BLK 44 MANOR TOWN OF
710010	ZEEHAM INVESTMENTS LLC	LOT 7 BLK B WILDHORSE CREEK COMMERCIAL
710011	WILD HORSE CREEKSIDE COMMERCIAL L P	LOT 8 BLK B WILDHORSE CREEK COMMERCIAL
710015	12130 FM 973 LLC	LOT 1 BLK A WILDHORSE CREEK COMMERCIAL
710019	ZEEHAM INVESTMENTS LLC	LOT 6 BLK B WILDHORSE CREEK COMMERCIAL
818786	CITY OF MANOR	LOT 1-7 BLK 49 MANOR TOWN OF
235720	MARTINEZ ESEQUIEL	LOT 9&10 BLK 16 MANOR TOWN OF
238603	WILLNER WILLIAM	LOT 6-7 BLK 47 MANOR TOWN OF
238647	RIOJAS SANTIAGO & IRASEMA	LOT 1 *8 W 24 FT OF LOT 2 BLK 27 MANOR TOWN OF
238659	DAVIS CAPITAL INVESTMENTS LLC	W1/2 OF LOT 15 & E 1/2 OF LOT 16 BLK 29 MANOR TOWN OF (PRORATE 7/10/2020 TO 12/31/2020)
238753	GONZALEZ GERMAN J & JORGE M	E1/2 OF LOT 2 *8 & ALL OF LOT 3 BLK 61 MANOR TOWN OF
238786	ALBA ROY JR & THERESA	LOT 4-5 BLK 50 MANOR TOWN OF
238792	SCARBROUGH JOANNE G	LOT 4&5 BLK 51 MANOR TOWN OF
238796	LOPEZ URIEL OCAMPO	LOT 9&10 BLK 52 MANOR TOWN OF
238798	NAU DARRYL	LOT 6&7 BLK 52 MANOR TOWN OF
238914	OROCIO JENNIFER DESTINY	LOT 1-4 BLK 34 MANOR TOWN OF
240828	RETA REALTY LLC	LOT 8 BLK 5 LANE A E ADDN
240835	JIMS GROCERY INC	LOT 8 *8 & W26' OF LOT 9 LANE A E ADDN
240898	SALMELA PATRICIA	LOT 1 *8 E10FT OF LOT 2 BLK 10 LANE A E ADDN
240925	JONES ROBERT A & BRENDA F	N1/2 OF E1/2 OF LOT 8 *8 & N1/2 OF LOT 9&10 BLK 13 LANE A E ADDN
240927	GONZALEZ LEOPOLDO	LOT 1 *8 E1/2 OF LOT 2 BLK 13 LANE A E ADDN
377649	MKR PROPERTIES LLC SERIES 11211 US HWY 290	LOT 2 COTTONWOOD COMMERCIAL SOUTH SEC 1
710012	WILD HORSE CREEKSIDE COMMERCIAL L P	LOT 9 BLK B WILDHORSE CREEK COMMERCIAL
710016	DWYER PETER A	LOT 2 BLK A WILDHORSE CREEK COMMERCIAL
710018	ZEEHAM INVESTMENTS LLC	LOT 5 BLK B WILDHORSE CREEK COMMERCIAL
783982	MCDONALD'S REAL ESTATE COMPANY	LOT 1 BLK A SHADOWVIEW SHOPPING CENTER SUBD
874849	GREENVIEW MANOR COMMONS SW LP	LOT 7A BLK A MANOR COMMONS SW REPLAT LOT 7
943111	HOMESTEAD VETERINARY LAND LLC	LOT 1 BLK B MANOR SE COMMERCIAL PHS 4 LOT 1&2 BLK B
950005	SAI GEETA LLC	LOT 12B BLK A MANOR COMMONS SE COMMERCIAL
962832	RIVERAS GENERAL CONSTRUCTION JR LLC	LOT 8-9 BLK 54 MANOR TOWN OF
235593	NAVAS KATHY	LOT 19&20 BLK 11 MANOR TOWN OF
235594	SOSA BENTURA & PATRICIA A	LOT 3&4 BLK 11 MANOR TOWN OF
235599	PHILLIPS MARY A LEE	LOT 1&2 BLK 12 MANOR TOWN OF
235604	JAIMES CEASAR & JAIME	LOT 3 BLK 7 MANOR TOWN OF S#RF521889

Travis CAD Property ID	Owner Name	Legal Description
235607	CASTANEDA GUADALUPE	LOT 8 BLK 7 MANOR TOWN OF
235608	CORONADO KARINA ALEXIS	LOT 9 BLK 7 MANOR TOWN OF
235609	SEPECO	LOT 1 BLK 6 MANOR TOWN OF
235611	ESQUIVEL JUAN F MARIN &	LOT 2 BLK 6 MANOR TOWN OF
235612	VALLE JUAN PABLO &	LOT 3 BLK 6 MANOR TOWN OF
235613	CEPEDA RODRIGO & MARIA	LOT 4 BLK 6 MANOR TOWN OF
235614	TORALES CATARINO M &	LOT 5 BLK 6 MANOR TOWN OF
235615	JONES MABEL	LOT 6 BLK 6 MANOR TOWN OF
235616	SEPECO	LOT 7 BLK 6 MANOR TOWN OF
235618	SEPECO	LOT 8 BLK 6 MANOR TOWN OF
235619	CORTES OMAR DIAZ &	LOT 9 BLK 6 MANOR TOWN OF
235620	JOHNSON ANDRE LEE	LOT 10 BLK 6 MANOR TOWN OF
235621	NARVAEZ JOSE ALBERTO GONZALEZ	LOT 1 BLK 5 MANOR TOWN OF
235622	SEPECO	LOT 2 BLK 5 MANOR TOWN OF
235624	VILLALOBOS PAUL	LOT 3 BLK 5 MANOR TOWN OF
235625	KERLIN DENNIS W & SUSAN K	LOT 7 BLK 5 MANOR TOWN OF
235626	KERLIN DENNIS W & SUSAN K	LOT 9 BLK 5 MANOR TOWN OF
235627	KERLIN DENNIS W & SUSAN K	LOT 10 BLK 5 MANOR TOWN OF
235628	KERLIN DENNIS W & SUSAN K	LOT 8 BLK 5 MANOR TOWN OF
235639	PSG FSA INC	N57.50FT OF LOT 4&5 BLK 19 MANOR TOWN OF
235640	ELKINS CASEY & TAYLOR BURLEIGH	S1/2 OF LOT 4&5 BLK 19 MANOR TOWN OF
235642	TOLAND VICTORY MIDDLETON	LOT 8 BLK 19 MANOR TOWN OF
235643	TOLAND VICTORY MIDDLETON	LOT 9 BLK 19 MANOR TOWN OF
235644	CARBAJAL VICTOR REBOLLAR &	LOT 10 BLK 19 MANOR TOWN OF
235645	SEPECO	LOT 1 BLK 18 MANOR TOWN OF
235647	LEDESMA ANTONIO	LOT 2 BLK 18 MANOR TOWN OF
235648	JONES FREDDIE MAE	LOT 3 BLK 18 MANOR TOWN OF
235649	DIALLO CHEICK TIDIANE &	LOT 4 BLK 18 MANOR TOWN OF
235651	LOPEZ CECILIA &	LOT 8 BLK 18 MANOR TOWN OF
235653	SEPECO	LOT 9 BLK 18 MANOR TOWN OF
235655	QUIROZ JOSE SANTOS TIBURCIO	LOT 10 BLK 18 MANOR TOWN OF
235681	GAMEZ JOSE C	LOT 9-10 BLK 13 MANOR TOWN OF
235693	LOPEZ DALIA R & FERMIN E M LOPEZ	LOT 1 BLK 14 MANOR TOWN OF
235697	MANOR CHURCH OF CHRIST	LOT 4 BLK 14 MANOR TOWN OF
235698	MANOR CHURCH OF CHRIST	LOT 5 BLK 14 MANOR TOWN OF
235701	RODRIGUEZ RICHARD & ESPERANZA	LOT 7 BLK 14 MANOR TOWN OF
235702	JONES ZELMA LEE	LOT 8 BLK 14 MANOR TOWN OF
235703	CHAVEZ KEVIN ORLANDO VALDEZ	LOT 9 BLK 14 MANOR TOWN OF
235704	DELGADO EPIFANIO & MARIBEL DELGADO &	LOT 10 BLK 14 MANOR TOWN OF
235705	TREVINO JON & LUZ	LOT 2 BLK 14 MANOR TOWN OF

Travis CAD Property ID	Owner Name	Legal Description
235707	VILLARREAL KENDALL & JOHN AUSTIN GONZALES	LOT 4 BLK 15 MANOR TOWN OF
235708	LOCKRIDGE FLORES & JUANA ESPINOZA	LOT 5 BLK 15 MANOR TOWN OF
235712	LITTLE ZION BAPTIST CHURCH	LOT 9 BLK 15 MANOR TOWN OF
235713	JOYNER ROY GENE(LIFE ESTATE), JOHNNY JOYNER JR &	LOT 10 BLK 15 MANOR TOWN OF
235715	PORRAS GILBERT & DELFINA	LOT 4 BLK 16 MANOR TOWN OF
235721	VILLALOBOS PAUL	LOT 4 BLK 5 MANOR TOWN OF
235722	PARKS CAMILLA ETAL	LOT 5 BLK 5 MANOR TOWN OF
235723	ORTIZ ENEDINA LEDESMA	LOT 6 BLK 5 MANOR TOWN OF
235724	SAULS GLENN & RUTH	LOT 3 BLK 4 MANOR TOWN OF
235725	SEPECO	LOT 4 BLK 4 MANOR TOWN OF
235727	SEPECO	LOT 5 BLK 4 MANOR TOWN OF
235731	ZAVALA ANALILIA H	LOT 10 BLK 4 MANOR TOWN OF
235736	LOPEZ ESTHER	LOT 8 BLK 3 MANOR TOWN OF
235737	TANCOR LLC	LOT 9 BLK 3 MANOR TOWN OF
235738	CORONADO RUBEN	LOT 10 BLK 3 MANOR TOWN OF
235739	GILDON CREEK FIRST BAPTIST CHURCH	LOT 1 BLK 2 MANOR TOWN OF
235740	LITTLE ZION BAPTIST CHURCH	LOT 2 BLK 2 MANOR TOWN OF
235742	STEARNS JOSEPH ALLEN	LOT 6 BLK 2 MANOR TOWN OF
235745	NERI JOSE TOBIAS &	LOT 1 BLK 1 MANOR TOWN OF
235750	REYES RUDOLFO MOSES	LOT 7 BLK 1 MANOR TOWN OF
238576	SAMARIPA MATILDY VASQUEZ JR &	LOT 3-5 BLK 64 MANOR TOWN OF
238577	DE LA LUZ FILIBERTO	LOT 10 * & 2 FT OF LOT 9 BLK 63 MANOR TOWN OF
238578	MORENO MARISOL	N 1/2 OF LOT 4-5 BLK 63 MANOR TOWN OF
238580	GONZALEZ FERNANDA G	S 1/2 OF LOT 4-5 BLK 63 MANOR TOWN OF
238581	ARIANA HOLDINGS LLC	LOT 3 BLK 63 MANOR TOWN OF
238582	ESTRADA JERRY SR	LOT 2 BLK 63 MANOR TOWN OF
238583	JONSE RITA GUAJARDO	LOT 1 BLK 63 MANOR TOWN OF
238584	JUAREZ MARIO	LOT 8 BLK 63 MANOR TOWN OF
238585	JUAREZ MARIO	LOT 9 BLK 63 LESS 2FT MANOR TOWN OF
238612	TAYLOR FLOYD ROY ETAL	LOT 8 BLK 45 MANOR TOWN OF
238614	BOWEN BRADLEY G & PAULA B	LOT 5 BLK 45 MANOR TOWN OF TITLE CANCELLED TO REAL ESTATE
238616	GUERRERO JULIO & CYNTHIA	LOT 4 BLK 45 MANOR TOWN OF
238617	BUSH KAITANYA L	LOT 3 BLK 45 MANOR TOWN OF
238618	EASLEY LENORA	LOT 2 BLK 45 MANOR TOWN OF
238619	ALMAGUER VICTOR M & DEBRA B	LOT 10 BLK 44 MANOR TOWN OF
238620	CASAS HELEN	LOT 9 BLK 44 MANOR TOWN OF
238621	GUAJARDO DEBBIE ANN & DARRELL	LOT 8 BLK 44 MANOR TOWN OF
238622	SANCHEZ NORA L & JOSE A JR	LOT 3 BLK 44 MANOR TOWN OF



Travis CAD Property ID	Owner Name	Legal Description
238624	DONLEY VERONICA MICHELLE	LOT 7 BLK 44 MANOR TOWN OF
238642	MIMS MICHAEL L & BEVERLY R	LOT 9-10 BLK 27 MANOR TOWN OF
238643	DAVIS HATTIE MAE	LOT 8 BLK 27 MANOR TOWN OF
238644	DUVALL NOVELLA P	N 1/2 OF LOT 6-7 BLK 27 MANOR TOWN OF
238645	HERRERA JUAN CARLOS & MARIA D	S 1/2 OF LOT 6-7 BLK 27 MANOR TOWN OF
238646	DESH JR LLC	E 26FT OF LOT 2,3-5 BLK 27 MANOR TOWN OF MH S#T1356
238649	ROCHA JESSE & JULIA	LOT 10 BLK 28 MANOR TOWN OF
238650	RENTERIA ALFREDO & AURELIA CONTRERAS	LOT 9 BLK 28 MANOR TOWN OF
238651	BOWEN BRADLEY G & PAULA B	LOT 8 BLK 28 MANOR TOWN OF MH S#MSB-952870SI2SN17601
238653	SANCHEZ BARBARITA SAMUDIO	LOT 5 BLK 28 MANOR TOWN OF
238654	2017 MANOR LLC	LOT 4 BLK 28 MANOR TOWN OF
238655	2017 MANOR LLC	LOT 3 BLK 28 MANOR TOWN OF
238656	SEPECO	LOT 2 BLK 28 MANOR TOWN OF
238658	GONZALEZ JOSE SOTO & MARIBELLA JAIMES CORTEZ	LOT 1 BLK 28 MANOR TOWN OF
238664	SHERROD TIMOTHY MACK &	LOT 9-10 BLK 29 MANOR TOWN OF (COMMERCIAL PERSONAL PROPERTY)
238668	DARILEK MICHAEL E & TABATHA A	LOT 3&4 BLK 29 MANOR TOWN OF
238680	OKORO CHIOMA	ABS 546 SUR 40 MANOR J ACR 0.7300
238686	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.3080 (PRORATE 1/1/2024 - 2/8/2024)
238688	CITY OF MANOR	LOT 10 BLK 26 MANOR TOWN OF
238689	REYES MARY A & ROBERT H	LOT 9 BLK 26 MANOR TOWN OF
238690	ANASTACIO ISRAEL MALDONADO	LOT 8 BLK 26 MANOR TOWN OF
238691	SALAZAR JOSE CIPRIANO & UGANDA GONZALEZ	LOT 7 BLK 26 MANOR TOWN OF
238692	SAMUDIO FAUSTINO	LOT 6 BLK 26 MANOR TOWN OF
238697	CITY OF MANOR	LOT 1 BLK 26 MANOR TOWN OF
238701	SUN RINGO MING-LING & YU CHI WU	LOT 14-15 BLK 25 MANOR TOWN OF
238705	DELUNA MARINA	LOT 6-7 BLK 25 MANOR TOWN OF
238706	DELUNA MARINA	LOT 4-5 BLK 25 MANOR TOWN OF
238712	DUETT BILLY C	LOT 16-17 BLK 24 MANOR TOWN OF
238714	DUETT BILLY C	LOT 11-12 BLK 24 MANOR TOWN OF
238737	SUAREZ LINDA MARIE	LOT 3 BLK 72 MANOR TOWN OF
238746	ALEJO-GALLEGOS JOSE MANUEL	LOT 1 BLK 73 MANOR TOWN OF S# TXFL884A23748DA11
238752	SANDERS JERRY P	LOT 5 BLK 61 MANOR TOWN OF
238764	ESTRADA JOSE	LOT 6 BLK 58 MANOR TOWN OF
238765	BARAJAS FRANCISCO & BASILISA	LOT 7 BLK 58 MANOR TOWN OF
238766	BRIONES MISAEL BARAYAS	LOT 8 BLK 58 MANOR TOWN OF S#1114835614
238775	STOCKTON MARTHA & ALAN	LOT 1-3 & W 1/2 OF LOT 4 BLK 57 MANOR TOWN OF
238777	RODRIGUEZ JUAN CARLOS &	LOT 1 BLK 56 MANOR TOWN OF



Travis CAD Property ID	Owner Name	Legal Description
238809	CHAVEZ MARCOS & MARIA	LOT 6 BLK 43 MANOR TOWN OF
238810	PAIZ RAMON E JR	LOT 10 BLK 42 MANOR TOWN OF
238811	MENDEZ JUAN OJEDA	LOT 9 BLK 42 MANOR TOWN OF
238812	ACOSTA MOSES	LOT 8 BLK 42 MANOR TOWN OF
238813	ALVARADO MIGUEL ANGEL & GLORIA	LOT 7 BLK 42 MANOR TOWN OF
238814	CASTILLO JOSE SABAS &	LOT 6 BLK 42 MANOR TOWN OF
238815	TANCOR LLC	LOT 5 BLK 42 MANOR TOWN OF
238816	TANCOR LLC	LOT 4 BLK 42 MANOR TOWN OF
238817	TANCOR LLC	LOT 3 BLK 42 MANOR TOWN OF
238818	TANCOR LLC	LOT 2 BLK 42 MANOR TOWN OF
238819	BAHRAMI BEHZAD	LOT 1 BLK 42 MANOR TOWN OF
238831	TURMAN LUTHER C	LOT 8 BLK 39 MANOR TOWN OF
238838	RAMIREZ JUAN MENDEZ &	S57.5FT OF LOT 1&2 BLK 39 MANOR TOWN OF
238839	MENDOZA MICAELA	N57.5FT OF LOT 1&2 BLK 39 MANOR TOWN OF MH S#1681034 TRADEWINDS
238841	TORREZ DAVID & LORI ANN	W1/2 OF LOT 8 * & E1/2 OF LOT 9 BLK 38 MANOR TOWN OF
238854	HASSAN-MOEIN M	LOT 3&4 BLK 30 MANOR TOWN OF
238855	SUAREZ ERNESTO	LOT 1&2 BLK 30 MANOR TOWN OF
238863	SOUTHWESTERN BELL TELEPHONE	LOT 1&2 N50' OF & NW50 & E1/2 LOT 3 & ALL OF LOT 4&5 BLK 31 MANOR TOWN OF PLUS PT VAC ALLEY
238872	PALABRA DE DIOS INGLESA PENTE- COSTAL CHURCH	E1/2 OF LOT 4&5 BLK 33 MANOR TOWN OF
238873	WORD OF GOD PENTECOSTAL CHURCH	W1/2 OF LOT 4&5 BLK 33 MANOR TOWN OF
238890	DAXA LLC DBA RELAX INN MOTEL	LOT 16 & E10FT OF LOT 17 BLK 23 MANOR TOWN OF (COM- MERCIAL PERSONAL PROPERTY)
238913	SOUTHERN PACIFIC TRANSPORTATION	ABS 546 SUR 40 MANOR J ACR 3.2118
238915	NOSH TECH LLC	LOT 8&9 BLK 34 MANOR TOWN OF
240825	290 EAST NOT WEST LLC	LOT 1&2 * & S PT OF LOT 9&10 BLK 3 LANE A E ADDN
240827	LIND ELLA L	LOT 6&7 BLK 5 LANE A E ADDN
240833	CASTELAN CARILU	LOT 6 & 7 BLK 2 LANE A E ADDN
240845	SEPECO	W 35FT OF LOT 2 * & E 15FT OF LOT 3 BLK 6 LANE A E ADDN
240847	GARCIA EDWARD	N57.5FT OF LOT 4&5 * & W15FT OF N57.5FT LOT 3 BLK 6 LANE A E ADDN
240848	LUNA BENITA GONZALEZ	S50X115FT OF LOT 3-5 BLK 6 LANE A E ADDN
240849	ROBINSON WALTER L	N75FT OF LOT 6-10 BLK 1 LANE A E ADDN
240872	JONSE JOHN & RITA	LOT 8 BLK 65 MANOR TOWN OF
240873	ONTIVEROS CARLOS & DULCE MENDO- ZA	LOT 5 BLK 65 MANOR TOWN OF
240874	FLORES FRANCISCO JR &	LOT 3 BLK 65 MANOR TOWN OF
240878	CRUZ PEREZ BEATRIZ	LOT 3 BLK 66 MANOR TOWN OF
240893	RETA REALTY LLC	LOT 10 BLK 5 LANE A E ADDN
240899	JONSE JOHN A & MARY R	LOT 3&4 & W40FT OF LOT 2 BLK 10 LANE A E ADDN

Travis CAD Property ID	Owner Name	Legal Description
240908	LANGFORD JASON & TESSA & SUSAN D	LOT 1-3 *8 E1/2 OF LOT 4 BLK 9 LANE A E ADDN
240915	MEJIA MARTINIANO P & BLANCA E	LOT 1 BLK 15 LANE A E ADDN
477321	CASTILLO MONICA ANN	LOT 6 BLK 44 MANOR TOWN OF
500601	ALYASIRY MAZIN &	LOT 1 BLK 15 MANOR TOWN OF
500834	CALIXTO JACINTO &	LOT 5 BLK 56 MANOR TOWN OF
500835	DOMINGUEZ RICHARD & JOVITA	LOT 4 BLK 56 MANOR TOWN OF
500836	FAZ RAY & LISA	LOT 3 BLK 56 MANOR TOWN OF
500837	OROCIO JENNIFER DESTINY	LOT 2 BLK 56 MANOR TOWN OF
500838	FLORES RIGOBERTO PENA &	LOT 10 BLK 56 MANOR TOWN OF
500839	NAVARRETE MARIA	LOT 9 BLK 56 MANOR TOWN OF
500840	HERNANDEZ ESTHER LOPEZ	LOT 8 BLK 56 MANOR TOWN OF
500841	MONTOYA JOEL & ROSALINDA CAMAR	LOT 7 BLK 56 MANOR TOWN OF
500842	MONTOYA JOEL & ROSALINDA CAMAR	LOT 6 BLK 56 MANOR TOWN OF
525967	ESPINOZA MARTHA	E20FT OF LOT 4 *8 W15FT LOT 5 BLK 12 MANOR TOWN OF
525969	VASQUEZ JAIME & MARIBEL	LOT 2 BLK 1 MANOR TOWN OF
526028	MUNIZ RAYMOND JR	W 1/2 OF LOT 7 * & E 1/2 OF LOT 8 MANOR TOWN OF
526039	MCVADE CONNIE E	ABS 58 SUR 38 BARKER C ACR 1.250
526061	DUQUE JESUS AVILES	LOT 1 & E 15FT OF LOT 2 BLK 6 LANE A E ADDN
706187	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.8782
714626	JONSE JOHN & RITA	LOT 9 BLK 65 MANOR TOWN OF
725803	MANOR LODGING DEVELOPMENT LLC	ABS 546 SUR 40 MANOR J ACR 5.8326
773172	GREATER TEXAS FEDERAL CREDIT U	LOT 7A1 BLK A COTTONWOOD COMMERCIAL SOUTH SEC 1 AMD LT7A&7B RSB LT7&6B&LT6
781591	PALABRA DE DIOS IGLESIA PENTE- COSTES	LOT 3 BLK 33 MANOR TOWN OF
782638	SANDERS JERRY P	LOT 4 BLK 61 MANOR TOWN OF
784605	LEAVITT LUMBER COMPANY INC	LOT 7C2 BLK A COTTONWOOD COMMERCIAL SOUTH SEC 1 RESUB OF LT 7B1 AMD LTS 7A&7B A RESUB OF LT 7 & LOT 6B RESUB OF LOT 6
860829	SHADOWGLEN DEVELOPMENT CORPO- RATION	LOT 1B BLK A SHADOWVIEW COMMERCIAL SEC 2 - LOT 1 BLK A SUBD
864845	FRONTIER BANK OF TEXAS	LOT 4 BLK A LAS ENTRADAS NORTH SEC 1
864847	LAS ENTRADAS DEVELOPMENT	LOT 6 BLK A LAS ENTRADAS NORTH SEC 1
874232	DOMINGUEZ JOVITA M &	LOT 9A MANOR TOWN OF AMD LTS 9 & 10 BLK 51
874233	DOMINGUEZ JOVITA M &	LOT 10A MANOR TOWN OF AMD LTS 9 & 10 BLK 51
920530	NAVARRO NATALI	LOT 10 BLK 66 MANOR TOWN OF
934058	FLORES MARCELO DE CASTRO JR	LOT 10 BLK 7 MANOR TOWN OF
948071	HITE ALLYSON LANE	LOT 4 BLK 65 MANOR TOWN OF
950004	NF II DEVELOPMENT LLC	LOT 12A BLK A MANOR COMMONS SE COMMERCIAL
956726	MANOR HOUSING PUBLIC FACILITY	MANOR APARTMENTS LOT 1
963262	CLARK JASON A & ANA E	LOT 2 BLK 64 MANOR TOWN OF
966261	OLVERA HOPE M	LOT 6 BLK 64 MANOR TOWN OF
971649	KATHROTIA PRAVIN & JYOTSNA	LOT 5 BLK 18 MANOR TOWN OF

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983694	LLANO LAS ENTRADAS I LLC	LAS ENTRADAS NORTH 9900 BLK A LOT 2
235638	CARBAJAL HERIBERTO CARBAJAL	LOT 3 BLK 19 MANOR TOWN OF
235748	CITY OF MANOR	LOT 5 BLK 1 MANOR TOWN OF
238638	LI JULIE	ABS 546 SUR 40 MANOR J ACR 0.2600
238639	CRUMLEY GILBERT & ESSIE	ABS 546 SUR 40 MANOR J ACR 0.1320
238677	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.671
238721	REYNOLDS STACIE & MARGARET SALLEEM	N 57.5FT OF E 1/2 OF LOT 2 & N 57.5 FT OF LOT 3-5 BLK 67 MANOR TOWN OF
238916	GALVAN ANTONIO LEDESMA &	LOT 7 BLK 34 MANOR TOWN OF
238917	PUENTE-GARCIA BENITA &	LOT 5 BLK 34 MANOR TOWN OF
240825	290 EAST NOT WEST LLC	LOT 1&2 * & S PT OF LOT 9&10 BLK 3 LANE A E ADDN
240826	290 EAST NOT WEST LLC	LOT 3 *LESS NW 22X31X22 TRI &PT OF LOT 4 BLK 3 LANE A E ADDN
240830	CASTELAN DANIEL	LOT 3 BLK 5 LANE A E ADDN
240831	290 EAST NOT WEST LLC	LOT 4 BLK 5 LANE A E ADDN
240832	290 EAST NOT WEST LLC	LOT 5 BLK 5 LANE A E ADDN
240843	BRYANT-WILLIAMS EVELYN MARIE &	S 105FT OF E15FT OF LOT 8 & W38FT OF LOT 9 BLK 6 LANE A E ADDN
240852	ECKART STEPHEN	LOT 6 BLK 7 LANE A E ADDN
240853	ECKART STEPHEN	LOT 7 BLK 7 LANE A E ADDN
240858	SCHULER CORY	LOT 1-2 & E 1/2 OF LOT 3 BLK 7 LANE A E ADDN (HOME-STEAD)
240860	ECKART STEPHEN	LOT 4 BLK 7 LANE A E ADDN
240861	ECKART STEPHEN	LOT 5 BLK 7 LANE A E ADDN
240892	RETA REALTY LLC	LOT 9 BLK 5 LANE A E ADDN
240894	ELIZONDO ROLANDO	LOT 1 BLK 5 LANE A E ADDN
240907	VOELKER WELDING & CONSTRUCTION	LOT 6-7 BLK 9 LANE A E ADDN
240926	MALDONADO ALICIA & VALDMAR	E1/2 OF S1/2 OF LOT 8 * & S1/2 OF LOT 9&10 BLK 13 LANE A E ADDN
240937	JUNCTION DEVELOPMENT LLC	LT 1-10 BLK 17-19 & LTS 1-5 BLK 20 LANE A E ADDN PLUS 2.491 AC VAC ROW (TOTAL 7.3782 AC)
442674	SOSA BENTURA & PATRICIA ANN	LOT 1 & W 1/2 OF LOT 2 & S 57.5FT OF E 1/2 OF LOT 2 BLK 67 MANOR TOWN OF
500848	PORTALES MARIA E	LOT 6&7 BLK 14 LANE A E ADDN
526058	ELIZONDO ROLANDO	LOT 2 BLK 5 LANE A E ADDN
710021	WILD HORSE CREEKSIDE COMMERCIAL L P	LOT 10 BLK B WILDHORSE CREEK COMMERCIAL
743014	MONDRAGON LIZETH	LOT 10 BLK 14 LANE A E ADDN
764543	BURSE NICHOLE ELIZABETH	LOT 8 BLK 14 LANE A E ADDN
782438	MANOR MF LLC	ABS 546 SUR 40 MANOR J ACR 0.1144
783981	SHADOWGLEN DEVELOPMENT CORPORATION	LOT 2 BLK A SHADOWVIEW SHOPPING CENTER SUBD
820826	LAS ENTRADAS DEVELOPMENT	LOT 1 BLK A LAS ENTRADAS SOUTH SEC 1 (PRIVATE STREET)

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830451	WAL-MART REAL ESTATE BUSINESS TRUST	LOT 2 MANOR MARKET SUBD
862599	TIMMERMANN GERALDINE	ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 14.0865 (1-D-1)
907740	PENA DAVID HECTOR DIAZ	LOT 4A BLK 14 A.E. LANES'S ADDN REPLAT
922780	CITY OF MANOR	LOT 7 BLK A MANOR COMMONS SE COMMERCIAL PHS 1 (PARKLAND)
922824	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR 4.3687(PRORATE 01-01-2024 - 01-16-2024)
967992	MANOR MF LLC	ABS 546 SUR 40 MANOR J ACR 13.1096
968118	CASTILLO MARTIN & MARIA	MARTIN & MARIA SUBD LOT 6-A
968119	CASTILLO MARTIN & MARIA	MARTIN & MARIA SUBD LOT 7-A
974447	BARBOSA PUENTE GUSTAVO ANGEL	LOT 6 BLK 34 MANOR TOWN OF
977951	DWYER PETER A	ABS 546 SUR 40 MANOR J ACR 0.2411
978058	GREENVIEW MANOR COMMONS SW LP	MANOR COMMONS SW EST LT 7C-1 & 7C-2 BLK A RPLT LT 7B & 7C BLK A LOT 7C-2
985784	GREENVIEW DEVELOPMENT 973 L P	MANOR COMMONS SE COMMERCIAL BLK A LOT 8A
235634	ECKART PHILIP	LOT 1 BLK 19 MANOR TOWN OF
235749	REYES RUDOLFO MOSES	LOT 6 BLK 1 MANOR TOWN OF
238574	JIMENEZ ORLANDO	LOT 9-10 BLK 64 MANOR TOWN OF
238631	HEIN ROBERT	ABS 546 SUR 40 MANOR J ACR 0.1310
238640	TRAVIS COUNTY EMERGENCY	ABS 546 SUR 40 MANOR J ACR 0.1320
238682	SMITH AUDREY B	ABS 546 SUR 40 MANOR J ACR 0.3800
238726	MANOR UNITED METHODIST CHURCH	BLK 69 MANOR TOWN OF
238726	MANOR UNITED METHODIST CHURCH	BLK 69 MANOR TOWN OF
238736	CITY OF MANOR	LOT 4-5 BLK 72 MANOR TOWN OF
238755	TURNER JEFFERY &	W 1/2 OF LOT 8 & ALL OF LOT 9&10 BLK 60 MANOR TOWN OF
238756	CHESTER COREY C	LOT 6&7 * & E1/2 OF LOT 8 BLK 60 MANOR TOWN OF
238761	RAMIREZ ZERLENE	W1/2 OF LOT 8 LOT 9&10 BLK 59 MANOR TOWN OF
238763	PARKER DOUGLAS R & MARY ANN	LOT 6&7 * & 1/2 OF LOT 8 BLK 59 MANOR TOWN OF
238772	MUNIZ RAYMOND	W1/2 OF LOT 8 LOT 9-10 BLK 57 MANOR TOWN OF
238842	GONZALES DANIEL	LOT 6&7 *7 E1/2 OF LOT 8 BLK 38 MANOR TOWN OF
238848	GAULT WILLIAM C	E15FT OF N50FT OF LOT 16 BLK 30 MANOR TOWN OF
238849	LAS SALSAS BAR AND GRILL MEXICAN RESTAURANT LLC	N80FT OF LOT 11-15 BLK 30 MANOR TOWN OF
238850	GAULT WILLIAM C	35X100FT S END OF LOT 11-14 BLK 30 MANOR TOWN OF
238901	C&K BROTHERS & CO LLC	LOT 17-20 BLK 22 MANOR TOWN OF
240851	FORREST DELORES M	LOT 1-5 BLK 1 LANE A E ADDN
240854	ECKART STEPHEN	W1/2 OF LOT 8 BLK 7 LANE A E ADDN
240855	ECKART STEPHEN	E1/2 OF LOT 8 BLK 7 LANE A E ADDN
240859	ECKART STEPHEN	W1/2 OF LOT 3 BLK 7 LANE A E ADDN
240896	POKORNEY DANIEL & SHERRI LYNNE	LOT 7 * & W1/2 OF LOT 8 BLK 10 LANE A E ADDN
240911	GOSEY BOBBY AND SHELDON LIVING	LOT 1-5 BLK 12 LANE A E ADDN

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240945	BAUER DOUGLAS A & LAURALEA	LOT 4&5 BLK 78 MANOR TOWN OF
240947	FLORES FRANCISCO JR &	LOT 1 & 2 BLK 76 MANOR TOWN OF
240948	PENA ARACELI U & SAMUEL R DIAZ &	LOT 3-4 BLK 76 MANOR TOWN OF
240949	DYE MICHAEL E	LOT 1&2 BLK 75 MANOR TOWN OF
377648	290 MANOR LLC	LOT 1 COTTONWOOD COMMERCIAL SOUTH SEC 1 & E1/2 OF LOT 8 & LOT 9,10 BLK 10 LANE A E ADDN
377652	JUNCTION DEVELOPMENT LLC	ABS 546 SUR 40 MANOR J ACR 0.4000
442679	CITY OF MANOR	LOT 1 BLK 11 LANE A E ADDN
526014	PLATA HOLDINGS LLC	ABS 315 SUR 63 GATES G ACR 10.000
526070	CITY OF MANOR	LOT 1 COTTONWOOD COMMERCIAL SOUTH SEC 2
526075	MANOR CAR WASH SERVICES LLC	MANOR COMMONS EAST RAPID EXPRESS CARWASH BLK A LOT 11
547112	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 1.000
710006	BLUEBONNET ELECTRIC COOPERATIVE	BLUEBONNET ELECTRIC CUSTOMER SERVICE SUBD UN-NUMBERED LOT
710013	DWYER PETER A	WILDHORSE CREEK COMMERCIAL RPLT LT 12 BLK C BLK 1 LOT 1
710017	2017 MANOR LLC	LOT 4 BLK A WILDHORSE CREEK COMMERCIAL
820824	SL 290 MANOR LP	LOT 5 BLK A LAS ENTRADAS SOUTH SEC 1
841238	SHIPPEN FAMILY TRUST	LOT 2A BLK A SHADOWVIEW COMMERCIAL SEC 2 LOT 2 BLK A AMD
860814	SURFVIEW MANOR LLC	LOT 6 BLK A MANOR COMMONS SW
922781	CITY OF MANOR	LOT 8 BLK B MANOR COMMONS SE COMMERCIAL PHS 1 (PARKLAND)
978047	LAS ENTRADAS DEVELOPMENT	LAS ENTRADAS NORTH SEC 1 RPLT LT 1 BLK B LOT 1A
235567	HOUSING AUTHORITY OF TRAVIS	LOT 2-10 BLK 10 MANOR TOWN OF
235629	CARBAJAL HERIBERTO C &	LOT 4 BLK 20 MANOR TOWN OF
235633	FLORES FAMILY 2019 TRUST	LOT 5 BLK 20 MANOR TOWN OF
235636	ECKART PHILIP	N1/2 OF LOT 2 BLK 19 MANOR TOWN OF
235717	LAZO EUGENIO NAVARRO & MARTIN	LOT 6 BLK 16 MANOR TOWN OF MH S#12533651A/B
236755	TRAVIS COUNTY TRUSTEE	ABS 546 SUR 40 MANOR J ACR 1.2500
236851	LAS ENTRADAS DEVELOPMENT	ABS 546 SUR 40 MANOR J ACR 48.7504 PLUS 31.4240 AC
238610	HABIT RAY E	LOT 9 * & W 1/2 OF LOT 8 BLK 48 MANOR TOWN OF
238611	FIELD MARY R ETAL	LOT 9-10 BLK 45 MANOR TOWN OF
238630	MILLIGAN FINISH	ABS 546 SUR 40 MANOR J ACR 0.2600
238661	BUILD BLOCK INC	W 1/2 OF LOT 16,17 * & E 1/2 OF LOT 18 BLK 29 MANOR TOWN OF
238678	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.341
238687	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 0.3120
238787	SNOWDEN SHARON LYNN	LOT 3 & E1/2 LOT 2 BLK 50 MANOR TOWN OF
238788	VERMILLION PATRICK & CHARISSA CALLAHAN	LOT 1 * & W1/2 OF LOT 2 BLK 50 MANOR TOWN OF
238794	BENTLEY BRADFORD LEE	LOT 3 & EAST HALF OF LOT 2 BLK 51 MANOR TOWN OF



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238799	CALVARY EAST METRO	LOT 3-5 BLK 52 MANOR TOWN OF
238807	CALVARY EAST METRO	LOT 1 & W45FT OF LOT 2 BLK 53 MANOR TOWN OF
238832	HERRERA JUAN CARLOS	N65FT OF LOT 6&7 BLK 39 MANOR TOWN OF
238858	RODRIGUEZ FRANCES &	LOT 8 * & W11FT OF LOT 7 BLK 31 MANOR TOWN OF
238861	HUNTER HEIGHTS LLC	.1791 AC OF LOTS 1-3 BLK 31 MANOR TOWN OF
238893	RODRIGUEZ ADRIAN & KEYNA	W1/2 OF LOT 12 LOT 13 BLK 23 MANOR TOWN OF
238894	RODRIGUEZ ADRIAN & KEYNA	LOT 11 * & E1/2 OF LOT 12 BLK 23 MANOR TOWN OF
240840	TURMAN THOMAS M	LOTS 5 BLK 2 LANE A E ADDN
240884	NINH LILIAN DOAN ETAL	ABS 546 SUR 40 MANOR J ACR 0.3900
240904	COUPLAND STATE BANK	LOT 1-3 BLK 16 *50X150FT TRI LANE A E ADDN
240910	VOELKER WELDING & CONSTRUCTION INC	LOT 8-10 BLK 9 LANE A E ADDN
240930	FONSECA JOSE LUIS	LOT 9 BLK 14 LANE A E ADDN & ALLEY
240932	RANDIG WALTER	W 7.5 FT OF LOT 3 BLK 14 LANE A E ADDN
500833	EASLEY LENORA	LOT 1 BLK 45 MANOR TOWN OF
500843	BENTLEY BRADFORD LEE	LOT 1 & WEST HALF OF LOT 2 BLK 51 MANOR TOWN OF
526045	CURRY-IKNER DALLAS	ABS 58 SUR 38 BARKER C ACR .23 AKA LOT 2
526046	MCVADE CLEORA ESTATE	ABS 58 SUR 38 BARKER C ACR .23 AKA LOT 1
710014	DWYER PETER A	LOT 11 BLK C WILDHORSE CREEK COMMERCIAL
725370	DWYER PETER A	ABS 742 SUR 69 STANDERFORD WM ACR 38.6603
725391	COTTONWOOD HOLDINGS LTD	ABS 742 SUR 69 STANDERFORD WM ACR 10.4256
820821	12305 ENTRAGE LLC	LOT 2 BLK A LAS ENTRADAS SOUTH SEC 1
820822	RANDOLPH-BROOKS FEDERAL	LOT 3 BLK A LAS ENTRADAS SOUTH SEC 1
820825	LAS ENTRADAS DEVELOPMENT	LOT 6 BLK A LAS ENTRADAS SOUTH SEC 1
830449	SCF RC FUNDING IV LLC	LOT 3 MANOR MARKET SUBD
844812	PONCE VENGELINA & EUSERIO BO-CANEGRE	LOT B BLK 1 MANOR TOWN OF AMENDED PLAT
860812	CFT NV DEVELOPMENTS LLC	LOT 4 BLK A MANOR COMMONS SW
922844	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR 1.27 (PRORATE 01-01-2024 - 01-16-2024)
938136	MANOR GRAND LLC	LOT 1 BLK A LAS ENTRADAS NORTH SEC 2
957458	AKZUL PROPERTIES INC	MANOR COMMONS SE COMMERCIAL BLK A LOT 1
983286	CHEN WENKAI	LANE A E ADDN RSB PORTION LTS 6-10 LOT 6A
985786	BETHANY BEEMAN REAL ESTATE LLC	MANOR COMMONS SE COMMERCIAL BLK A LOT 10
235580	SMITH OTHA B	LOT 7-9 BLK 11 MANOR TOWN OF
235598	DE LA LUZ RODRIGUEZ CESAR &	LOT 18-20 BLK 12 MANOR TOWN OF
235601	HEDGES LISA A	LOT 5 & E1/2 OF LOT 4 BLK 7 MANOR TOWN OF
235747	CITY OF MANOR	LOT 4 BLK 1 MANOR TOWN OF
238632	WILSON JOETTA	ABS 546 SUR 40 MANOR J ACR 0.131 MH S#2044077450
238660	BUILD BLOCK INC	W 1/2 OF LOT 18,19-20 BLK 29 MANOR TOWN OF
238673	CARBAJOL FELIPE H & ISABEL ORTUNO	ABS 546 SUR 40 MANOR J ACR 0.3200
238696	REYES ROBERT H & MARY A	LOT 2 * & W 1/2 OF LOT 3 BLK 26 MANOR TOWN OF



Travis CAD Property ID	Owner Name	Legal Description
238699	LOPEZ MARY LIFE ESTATE	LOT 17-19 BLK 25 MANOR TOWN OF
238711	DUETT BILLY C	LOT 18-20 BLK 24 MANOR TOWN OF
238713	DUETT BILLY C	LOT 13-15 BLK 24 MANOR TOWN OF
238722	RICH RICHARD	S 1/2 OF LOT 3-5 BLK 67 MANOR TOWN OF
238744	SEPECO	LOT 3 BLK 73 MANOR TOWN OF
238754	SWENSON GERMAINE	LOT 1 & W1/2 OF LOT 2 BLK 61 MANOR TOWN OF
238774	POWLESSON CHRISTOPHER W &	LOT 6 * & E1/2 OF LOT 7 BLK 57 MANOR TOWN OF
238778	ESCAMILLA LYLIAN R	LOT 5&6 BLK 55 MANOR TOWN OF
238823	BARRON ALEJANDRO & MARINA LOPEZ	LOT 3 E1/2 OF LOT 2 BLK 41 MANOR TOWN OF
238824	REYES ALEX	LOT 1 & W1/2 OF LOT 2 BLK 41 MANOR TOWN OF
238826	PORRAS SIMON JR	LOT 8 & W1/2 OF LOT 7 BLK 40 MANOR TOWN OF
238827	MARTIN PRENTICE	LOT 6 * & E1/2 OF LOT 7 BLK 40 MANOR TOWN OF
238828	RIOS PETE	E1/2 OF LOT 4 LOT 5 BLK 40 MANOR TOWN OF
238829	ALARCON ROBERTO A & APRIL G	LOT 3 * & W1/2 OF LOT 4 BLK 40 MANOR TOWN OF
238840	BATTAILE ROBERT E & BETHANY C	LOT 10 * & W1/2 OF LOT 9 BLK 38 MANOR TOWN OF
238844	ST JOSEPHS	LOT 6-7 BLK 37 MANOR TOWN OF
238867	NERI MARIA TOBIAS & JOSE TOBIAS NERI	E1/2 OF LOT 4 LOT 5 BLK 32 MANOR TOWN OF
238868	IGLESIA PALABRA DE DIOS	LOT 3 * & W1/2 OF LOT 4 BLK 32 MANOR TOWN OF GD- VKMS159422331
238875	PALABRA DE DIOS IGLESIA PENTE- COSTES	LOT 1-2 BLK 33 MANOR TOWN OF
238889	MAQIL INC	LOT 18-20 & W15FT OF LOT 17 BLK 23 MANOR TOWN OF
238895	RODRIGUEZ ADRIAN & KEYNA	LOT 8-10 BLK 23 MANOR TOWN OF
238900	GILDON GEORGE EDWARD ETAL	LOT 4-6 BLK 23 MANOR TOWN OF
238909	REYES MANUEL V & BEATRICE	LOT 2 BLK 21 MANOR TOWN OF ABS 546 SUR 40 MANOR J ACR .650
240824	11016 HWY 290 LLC	LOT 8-10 BLK 3 *N110 FT AV OF E2.7FT OF N177.95 FT OF LT 7 PT OF LTS 3 & 4 BL 4 PLUS ADJ VAC STREET LANE A E ADDN
240841	MR JIMS GROCERY INC	LOT 10 * & E24' OF LOT 9 LANE A E ADDN
240883	NINH LILIAN DOAN ETAL	ABS 546 SUR 40 MANOR J ACR 0.3500
240909	CHEN WENKAI	W1/2 OF LOT 4 LOT 5 BLK 9 LANE A E ADDN
240951	JUNCTION DEVELOPMENT LLC	LOT 1-5 BLK 74 MANOR TOWN OF PLUS 0.176 AC VAC ROW (TOTAL 0.7496 AC)
377659	11311 EAST HWY 290 LLC	LOT 6A COTTONWOOD COMMERCIAL SOUTH SEC 1 RESUB OF LOT 6
526036	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 9.997
526040	MCVADE CONNIE E	ABS 58 SUR 38 BARKER C ACR .230
526041	SMITH AUDREY B SR	ABS 58 SUR 38 BARKER C ACR .230 AKA LOT 6
526042	CURRY GEORGE MELVIN &	ABS 58 SUR 38 BARKER C ACR .2300
526043	CURRY GEORGE M SR & MARILYN T	ABS 58 SUR 38 BARKER C ACR .230 AKA LOT 4
526044	SPENCE CARNELIA	ABS 58 SUR 38 BARKER C ACR .23 AKA LOT 3

Travis CAD Property ID	Owner Name	Legal Description
841241	SHADOWGLEN DEVELOPMENT CORPORATION	LOT 2B BLK A SHADOWVIEW COMMERCIAL SEC 2 LOT 2 BLK A AMD
844810	GOMEZ SALVADOR & SANDRA	LOT A BLK 1 MANOR TOWN OF AMENDED PLAT
864507	MAY AMY SARA	LOT 8A BLK 50 MANOR TOWN OF AMD LOTS 6-8 BLK 50
864508	FAUST JAMES KENNETH	LOT 6A BLK 50 MANOR TOWN OF AMD LOTS 6-8 BLK 50
864842	LAS ENTRADAS DEVELOPMENT	LOT 1 BLK A LAS ENTRADAS NORTH SEC 1
864844	BUSY BEE PRESCHOOL LLC	LOT 3 BLK A LAS ENTRADAS NORTH SEC 1
938771	AUS-TEX PROPERTIES LLC	LOT 8-A TOWN OF MANOR AMD LTS 8-10 BLK 24 LT 8-A
948554	PEREZ BRENDA S	LOTS 1-4 BLK 2 LANE A E ADDN
957459	JMAR INVESTMENTS LLC	MANOR COMMONS SE COMMERCIAL BLK A LOT 3
962784	BEST POWER SOLUTION LLC	LOT 1-4 BLK 54 MANOR TOWN OF MH S#TEX0028044 (#1002)
968073	GREENVIEW MANOR COMMONS SW LP	MANOR COMMONS SW ESTABLISHING (SHORT FORM) BLK A LOT 7B
978059	GREENVIEW MANOR COMMONS SW LP	MANOR COMMONS SW EST LT 7C-1 & 7C-2 BLK A RPLT LT 7B & 7C BLK A LOT 7C-1
978785	TRANSPAK MANOR FACILITY LLC	TRANSPAK FINAL PLAT LOT 1
982478	RIVER CITY PARTNERS LTD	RIATA FORD MANOR RPLT LT 1 LOT 1A
983695	LLANO LAS ENTRADAS I LLC	LAS ENTRADAS NORTH 9900 BLK A LOT 1
235630	CARBAJAL HERIBERTO	LOT 3 BLK 20 MANOR TOWN OF
235716	BRIONES JOSE TRINIDAD &	LOT 5 BLK 16 MANOR TOWN OF
235746	BERGERON RACHEL MARIE &	LOT 3 BLK 1 MANOR TOWN OF
238672	JONES SAMUEL DELL JR & RACHEL	ABS 546 SUR 40 MANOR J ACR 0.6300
238736	CITY OF MANOR	LOT 4-5 BLK 72 MANOR TOWN OF
238773	WALTHER MAX W & PAMELA K	LOT 5 & E1/2 OF LOT 4 BLK 57 MANOR TOWN OF
238780	FERNANDEZ SABINA & SERGIO FERNANDEZ	LOT 4 BLK 55 MANOR TOWN OF
238793	SCARBROUGH JOANNE G	LOT 6 & E25FT OF LOT 7 BLK 51 MANOR TOWN OF
238843	ELLIS LARRY K & HELEN M	LOT 1-4 BLK 38 MANOR TOWN OF
238845	CITY OF MANOR	W TRI OF LOT 1 BLK 37 MANOR TOWN OF
238859	REYES JIMMY & DIANA S	LOT 6 * & E39FT OF LOT 7 BLK 31 MANOR TOWN OF
238874	RIVERON ORLANDO	LOT 6-10 BLK 33 MANOR TOWN OF
238899	CITY OF MANOR	LOT 1-3 BLK 23 MANOR TOWN OF
238904	ENEMENCIA RODRIGUEZ TRUST	LOT 11-15 BLK 22 MANOR TOWN OF
238906	C&K BROTHERS & CO LLC	LOT 1-10,16 BLK 22 MANOR TOWN OF
240842	JUAREZ MARIO	LOT 6&7 * & W15FT OF LOT 8 BLK 6 LANE A E ADDN
240857	JACKSON BONNIE & VSYNTHIA	LOT 10 & E15FT OF LOT 9 BLK 7 LANE A E ADDN
240875	DE LA LUZ FILIBERTO &	LOT 1 BLK 65 MANOR TOWN OF
240895	POKORNEY DANIEL & SHERRI LYNNE	LOT 6 BLK 10 LANE A E ADDN
240901	THOMASON ERIC & REBEKAH	LOT 2 BLK 11 LANE A E ADDN
377642	BURNS MEMORIAL TEMPLE	ABS 546 SUR 40 MANOR J ACR 0.6510
377658	KUSUM HOSPITALITY LLC	LOT 5 COTTONWOOD COMMERCIAL SOUTH SEC 1 (COMMERCIAL PERSONAL PROPERTY)

Travis CAD Property ID	Owner Name	Legal Description
526060	WILLIAMS EARLENE	E15FT OF S105FT OF LOT 9 & S105FT OF LOT 10 BLK 6 LANE A E ADDN
714627	JONSE JOHN A	LOT 10 BLK 65 MANOR TOWN OF
786499	GREENVIEW DEVELOPMENT 973 L P	ABS 315 SUR 63 GATES G ACR 2.4474
820823	AUTOZONE TEXAS LP	LOT 4 BLK A LAS ENTRADAS SOUTH SEC 1
860813	HAZA REALTY LP	LOT 5 BLK A MANOR COMMONS SW
860828	SHADOWGLEN DEVELOPMENT CORPORATION	LOT 1A BLK A SHADOWVIEW COMMERCIAL SEC 2 - LOT 1 BLK A SUBD
864846	GABS INC	LOT 5 BLK A LAS ENTRADAS NORTH SEC 1
943067	AJT REAL ESTATE LLC	LOT 4 BLK A MANOR COMMONS SE COMMERCIAL
985785	GREENVIEW DEVELOPMENT 973 L P	MANOR COMMONS SE COMMERCIAL BLK A LOT 8B
235576	H & PB FAMILY RENTAL PROPERTIES LTD	LOT 1 BLK 11 MANOR TOWN OF
235577	H & PB FAMILY RENTAL PROPERTIES LTD	LOT 2 BLK 11 MANOR TOWN OF
235578	BURNS JENNIFER LEE	LOT 5 BLK 11 MANOR TOWN OF
235579	BURNS JENNIFER LEE	LOT 6 BLK 11 MANOR TOWN OF
235583	ABDULRAHEEM SINAN	LOT 10 BLK 11 MANOR TOWN OF
235584	CASTRO BERNARDINO RODRIGUEZ MARTINEZ ESPERANZA CUEVAS	LOT 11 BLK 11 MANOR TOWN OF
235585	CASTRO BERNARDINO RODRIGUEZ MARTINEZ ESPERANZA CUEVAS	LOT 12 BLK 11 MANOR TOWN OF
235587	CASTELAN ISIDRO &	LOT 13 BLK 11 MANOR TOWN OF
235588	CASTELAN ISIDRO &	LOT 14 BLK 11 MANOR TOWN OF
235589	WASHINGTON BESSIE ESTATE	LOT 15 BLK 11 MANOR TOWN OF
235590	GREEN ETHEL W	LOT 16 BLK 11 MANOR TOWN OF
235591	JONES RODNEY E	LOT 17 BLK 11 MANOR TOWN OF
235592	JONES RODNEY E	LOT 18 BLK 11 MANOR TOWN OF
235595	PENA ROBERT	LOT 3 & W5FT OF LOT 4 BLK 12 MANOR TOWN OF
235596	JIMENEZ ROCIO	LOT 16 BLK 12 MANOR TOWN OF
235597	DE LA LUZ RODRIGUEZ CESAR &	LOT 17 BLK 12 MANOR TOWN OF
235605	JAIMES CEASAR & JAIME	W1/2 OF LOT 4 BLK 7 MANOR TOWN OF
235637	ROGERS EDWARD TRUSTEE	S1/2 OF LOT 2 BLK 19 MANOR TOWN OF MH S#4380112015A&B
235659	SEPECO	E10FT OF LOT 5 LOT 6 BLK 12 MANOR TOWN OF
235661	ESPIÑOZA MARTHA	LOT 7 BLK 12 MANOR TOWN OF S#55412165
235662	RODRIGUEZ HUGO CASTILLO	LOT 8 BLK 12 MANOR TOWN OF
235663	RODRIGUEZ HUGO CASTILLO	LOT 9 BLK 12 MANOR TOWN OF
235664	RODRIGUEZ HUGO CASTILLO	LOT 10 BLK 12 MANOR TOWN OF
235665	HARRIS GRACIE M	LOT 11 BLK 12 MANOR TOWN OF
235666	HARRIS GRACIE MAE	LOT 12 BLK 12 MANOR TOWN OF
235667	LOPEZ ROCIO JIMENEZ &	LOT 13 BLK 12 MANOR TOWN OF
235668	OKORO CHIOMA	LOT 14 BLK 12 MANOR TOWN OF
235669	JIMENEZ ROCIO	LOT 15 BLK 12 MANOR TOWN OF

Travis CAD Property ID	Owner Name	Legal Description
235670	ECKART PHILIP	LOT 1 BLK 13 MANOR TOWN OF
235671	SEPECO	LOT 2 BLK 13 MANOR TOWN OF
235672	MOORE ANDREW	LOT 3 BLK 13 MANOR TOWN OF (PRORATE 4/17/07 TO 12/31/07)
235673	SEPECO	LOT 4 BLK 13 MANOR TOWN OF
235675	HERNANDEZ GERARDO & ADILENE CASTANEDA	LOT 5 BLK 13 MANOR TOWN OF
235677	ESPARZA KEVIN A & ANTONIO	LOT 6 BLK 13 MANOR TOWN OF
235678	SIMMS LOUIS	LOT 7 BLK 13 MANOR TOWN OF
235679	SEPECO	LOT 8 BLK 13 MANOR TOWN OF
235682	ROCHA GABRIELA	LOT 11 BLK 13 MANOR TOWN OF
235683	REYES ELLIOTT & CALIDA	LOT 12 BLK 13 MANOR TOWN OF
235684	REYES CALIDA & ELLIOTT	LOT 13 BLK 13 MANOR TOWN OF
235685	TRUJILLO JUAN CANO & ANABELL LARA	LOT 14 BLK 13 MANOR TOWN OF
235686	TRUJILLO JUAN CANO & ANABELL LARA	LOT 15 BLK 13 MANOR TOWN OF
235687	CUNNINGHAM H P ESTATE	LOT 16 BLK 13 MANOR TOWN OF
235688	ESPINOZA MARTHA	LOT 17 BLK 13 MANOR TOWN OF MH S#GDBBAR14827151
235689	SEPECO	LOT 18 BLK 13 MANOR TOWN OF
235691	SIMMS LOUIS	LOT 19 BLK 13 MANOR TOWN OF
235692	SEPECO	LOT 20 BLK 13 MANOR TOWN OF
235694	SEPECO	W1/2 OF LOT 3 BLK 14 MANOR TOWN OF
235696	MANOR CHURCH OF CHRIST	E1/2 OF LOT 3 BLK 14 MANOR TOWN OF
235699	SNEED MILDRED HORTON	N1/2 OF LOT 6 BLK 14 MANOR TOWN OF
235700	SNEED MILDRED HORTON	S1/2 OF LOT 6 BLK 14 MANOR TOWN OF
235709	LITTLE ZION BAPTIST CHURCH	LOT 6-8 BLK 15 MANOR TOWN OF
235714	4 THE PEOPLE MINISTRY	LOT 1-3 BLK 16 MANOR TOWN OF
235718	ALVAREZ ALVARO ARELLANO &	LOT 7 BLK 16 MANOR TOWN OF
235719	TURMAN LUKE	LOT 8 BLK 16 MANOR TOWN OF
235733	JOYNER JAMES ESTATE	LOT 1-3 BLK 3 MANOR TOWN OF
235741	LITTLE ZION BAPTIST CHURCH	LOT 3-5 BLK 2 MANOR TOWN OF
238590	GARCIA EPIFANIO DELGADO &	LOT 8 BLK 46 MANOR TOWN OF
238591	BORREGO MARTHA IRENE	LOT 7 BLK 46 MANOR TOWN OF
238593	LOGGINS RAYDELL	LOT 6 BLK 46 MANOR TOWN OF
238594	AAA FIRE & SAFETY EQUIPMENT CO INC	LOT 5 BLK 46 MANOR TOWN OF
238595	SEPECO	LOT 4 BLK 46 MANOR TOWN OF
238597	BOWEN BRADLEY & PAULA	LOT 1 BLK 46 MANOR TOWN OF
238598	SEPECO	LOT 3 BLK 46 MANOR TOWN OF
238600	RIVERA MARIA DELCARMEN	LOT 10 BLK 47 MANOR TOWN OF
238601	BANDA JOSEPH & LARRY SUE	LOT 9 BLK 47 MANOR TOWN OF
238602	BANDA JOSEPH & LARRY SUE	LOT 8 BLK 47 MANOR TOWN OF
238604	DAVILA CARMEN	LOT 3 BLK 47 MANOR TOWN OF

Travis CAD Property ID	Owner Name	Legal Description
238605	MATETZSCHK ALLEN	LOT 2 BLK 47 MANOR TOWN OF
238606	OVERTON TORREY	LOT 1 BLK 47 MANOR TOWN OF
238607	CHITWOOD TRACYE CURRY	LOT 10 BLK 48 MANOR TOWN OF MH S#PH 229469 NEW MOHO FOR 04
238608	NUNN LILLIE M	LOT 2 BLK 48 MANOR TOWN OF
238609	NUNN ROSS ETUX	LOT 1 BLK 48 MANOR TOWN OF
238628	JUNG JIWON	LOT 1-3 BLK 43 MANOR TOWN OF MH S#KBTXSNA/B344122
238641	LIONS CLUB OF MANOR INC	ABS 546 SUR 40 MANOR J ACR 6.0180
238669	DARILEK MICHAEL E & TABATHA A	LOT 2 BLK 29 MANOR TOWN OF
238670	DARILEK MICHAEL E & TABATHA A	LOT 1 BLK 29 MANOR TOWN OF
238671	HABBIT AMBUS & PURINEA	ABS 546 SUR 40 MANOR J ACR 0.3200
238679	CASIMIRO MILDRED	ABS 546 SUR 40 MANOR J ACR 0.3470
238681	OKORO CHIOMA	ABS 546 SUR 40 MANOR J ACR 0.3800
238695	VILLALOBOS GUADALUPE & ALBINA	E 1/2 OF LOT 3 BLK 26 MANOR TOWN OF
238698	LUNDGREN EDWIN O ESTATE	LOT 20 BLK 25 MANOR TOWN OF
238700	SUN RINGO MIN-LING & YU CHI WU	LOT 16 BLK 25 MANOR TOWN OF MH S#5622149 HIGH-LANDER
238707	DELUNA MARINA	LOT 3 BLK 25 MANOR TOWN OF
238708	SNEED TEGWEN	LOT 2 BLK 25 MANOR TOWN OF
238710	SNEED TEGWEN	LOT 1 BLK 25 MANOR TOWN OF
238716	DUETT BILLY C	LOT 7 BLK 24 MANOR TOWN OF
238717	DUETT BILLY C	LOT 6 BLK 24 MANOR TOWN OF
238718	DUETT BILLY C	LOT 5 BLK 24 MANOR TOWN OF
238728	BAKER RICHARD & HOLLY M	LOT 6-8 BLK 70 MANOR TOWN OF
238730	MONTES LUIS CARLOS PONCE &	LOT 3-5 BLK 70 MANOR TOWN OF
238731	NUERA RENOVATIONS LLC	LOT 8-10 BLK 71 MANOR TOWN OF
238735	ARELLANO LORENZO	LOT 1-3 BLK 71 MANOR TOWN OF
238748	CANO JUAN & ANABELL LARA PADRON	LOT 3-5 BLK 62 MANOR TOWN OF
238750	WINKLER MARIE A	LOT 8-10 BLK 61 MANOR TOWN OF
238757	NELSON BRYAN & CHRISTINE	LOT 3-5 BLK 60 MANOR TOWN OF
238762	REXRODE BYRON K	LOT 3-5 BLK 59 MANOR TOWN OF
238768	TURMAN LUKE & VERONICA LOREDO	LOT 1-3 BLK 58 MANOR TOWN OF
238781	TURNER DALE W	LOT 6&7 * & NE 1/2 OF LOT 8 BLK 48 MANOR TOWN OF
238782	LUTZ JAMES T & ALEXANDRA CARRILLO	LOT 5 BLK 48 MANOR TOWN OF
238783	LIONS EYE BANK OF DIST 2-S3&S5	LOT 8-10 MANOR TOWN OF
238797	JIMENEZ ORLANDO & SUSANA C	LOT 8 BLK 52 MANOR TOWN OF
238801	DE LA LUZ RODRIGUEZ FILIBERTO &	LOT 10 BLK 53 MANOR TOWN OF
238802	TAYLOR SHARON DYANE	LOT 9 BLK 53 MANOR TOWN OF
238803	DIAZ SAMUEL & ARACELI PENA	LOT 8 BLK 53 MANOR TOWN OF
238804	CRUZ DAVID G & CRYSTAL M	LOT 7 BLK 53 MANOR TOWN OF
238805	GUEVARA ISRAEL A	LOT 6 BLK 53 MANOR TOWN OF



Travis CAD Property ID	Owner Name	Legal Description
238808	SPENCER ISAAC	LOT 5-7 BLK 54 MANOR TOWN OF MH S#TEX0028044 (#1002)
238820	DE LUNA GILBERTO & ELSA	LOT 8-10 BLK 41 MANOR TOWN OF
238834	PORRAS JOHNNY & JANIE	LOT 3-5 BLK 39 MANOR TOWN OF
238851	ANDERSONS COFFEE CO INC	LOT 10 BLK 30 MANOR TOWN OF
238853	ANDERSON JAMES T	LOT 5 BLK 30 MANOR TOWN OF
238864	RODRIGUEZ FRANCES &	LOT 8-10 BLK 32 MANOR TOWN OF
238891	TURANSKY WILLIAM E	LOT 15 BLK 23 MANOR TOWN OF
238892	PEREDES ADRIAN P & MARIANA G IBANEZ	LOT 14 BLK 23 MANOR TOWN OF
238898	RODRIGUEZ ADRIAN & KEYNA	LOT 7 BLK 23 MANOR TOWN OF
240887	DWYER PETER A	ABS 546 SUR 40 MANOR J ACR 3.566
240916	JUNCTION DEVELOPMENT LLC	LOT 8-10 BLK 15 LANE A E ADDN
240928	MORENO DANIEL & RUPERTA &	LOT 3 * & W1/2 OF LOT 2 * & E6FT OF LOT 4 BLK 13 LANE A E ADDN
240954	GUERRERO RUDY & ALICE R	E35FT OF LOT 8 LOT 6&7 BLK 67 MANOR TOWN OF
240955	MOYEDA CARLOS	LOT 8-10 BLK 68 MANOR TOWN OF
377657	COUPLAND STATE BANK	LOT 4 COTTONWOOD COMMERCIAL SOUTH SEC 1
526029	RODRIGUEZ ROSALINDA	LOT 3 BLK 48 MANOR TOWN OF
526051	MARQUEE INVESTMENTS LLC	ABS 58 SUR 38 BARKER C ACR .959
547108	MCDONNELL COLE FOSTER & STEPHEN SNYDER MCDONNELL	LOT 4 BLK 48 MANOR TOWN OF
708857	BOWEN BRADLEY & PAULA	LOT 2 BLK 46 MANOR TOWN OF
775892	GILDON EMMA	LOT 5 BLK 47 MANOR TOWN OF
785917	ESTRADA OFELIA	LOT 4 BLK 47 MANOR TOWN OF
864843	SCOTT BAYLOR & WHITE HEALTH	LOT 2 BLK A LAS ENTRADAS NORTH SEC 1
873215	GUERRERO JOSE &	LOT 2 BLK 80 MANOR TOWN OF
907739	DIAZ JUAN J	LOT 5A BLK 14 A.E. LANES'S ADDN REPLAT
922841	CITY OF MANOR	ABS 315 SUR 63 GATES G ABS 58 SUR 38 BARKER C ACR .61 (PRORATE 01-01-2024 - 01-16-2024)
936374	VAZQUEZ ZENON	LOT 1 BLK 64 MANOR TOWN OF
943110	CV QOZP PROSE MANOR LLC	LOT 2 BLK B MANOR SE COMMERCIAL PHS 4 LOT 1&2 BLK B
962700	LEXINTON BROWNING LLC	LOT 6-8 BLK 62 MANOR TOWN OF
978786	TRANSPAK MANOR FACILITY LLC	TRANSPAK FINAL PLAT LOT 2
235631	DIAZ DELEON CALVILLO LUZ A	LOT 2 BLK 20 MANOR TOWN OF
238675	MANOR I S D	ABS 546 SUR 40 MANOR J ACR 0.3200
238685	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 1.4300
238723	TANCOR LLC	E 12.50' OF LOT 4 * & LOT 5 BLK 68 MANOR TOWN OF
238724	CULWELL MILTON RAY	LOT 1-3 & 37.5FT OF LOT 4 BLK 68 MANOR TOWN OF
238779	VELASCO JOHNNY G & TONY	LOT 1-3 BLK 55 MANOR TOWN OF
238846	MANOR INDEPENDENT SCHOOL DISTR	LOT 2-4 * & PT OF LOT 1 * & PT OF LOT 5 BLK 37 MANOR TOWN OF



Travis CAD Property ID	Owner Name	Legal Description
238847	120 EAST BOYCE STREET LLC	W10FT OF N50FT OF LOT 16 * & N50FT OF LOT 17-20 BLK 30 MANOR TOWN OF
238856	GAULT WILLIAM C	S35FT OF LOT 15 & S65FT OF LOT 16-20 BLK 30 MANOR TOWN OF
240862	MARTINEZ ORALIA	LOT 1 BLK 80 MANOR TOWN OF
240882	K-N CORPORATION	LOT 1 BLK A MINERVA MANOR RETAIL
240900	NASH HIAWATH JR & RUBY M	LOT 5 BLK 10 LANE A E ADDN MH S#FH0711584A/B
240903	THOMASON ERIC & REBEKAH	LOT 3 BLK 11 LANE A E ADDN
240931	RANDIG WALTER D & LOIS K	LOT 1&2 * & E25' OF LOT 3 BLK 14 LANE A E ADDN
568094	MIRAMONTES MANUEL TORRES & J	ABS 546 SUR 40 MANOR J ACR 0.5550
816134	CITY OF MANOR	ABS 546 SUR 40 MANOR J ACR 5.0954
862598	CITY OF MANOR	ABS 58 SUR 38 BARKER C ABS 315 SUR 63 GATES G ACR 24.27
948077	ALVARADO NILSA	LOT 2 BLK 65 MANOR TOWN OF
978046	LLANO LAS ENTRADAS I LLC	LAS ENTRADAS NORTH SEC 1 RPLT LT 1 BLK B LOT 2A
830450	WAL-MART REAL ESTATE BUSINESS TRUST	LOT 1 MANOR MARKET SUBD
938234	LAS ENTRADAS DEVELOPMENT	ABS 546 SUR 40 MANOR J ACR 54.4500

# MANOR TIRZ #2

# PROJECT & FINANCING PLAN

PRELIMINARY - DECEMBER 18, 2024



December 2024





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# PROJECT TEAM

## CITY OF MANOR

**SCOTT JONES**

*Economic Development Director*

**MICHAEL BURRELL**

*Interim Development Services Director*

## CATALYST COMMERCIAL

**JASON CLAUNCH**

*President*

**CHRIS BRANHAM**

*Principal*



Tax Increment Financing (TIF) is a tool used by local governments in Texas to finance capital improvement projects within a designated geography known as a Tax Increment Reinvestment Zone (TIRZ). These improvement projects are intended to spur or entice development both within the TIRZ and outside the TIRZ. Tax increment financing is governed by the Tax Increment Financing Act in Chapter 311 of the Texas Tax Code.

The governing body of a municipality may designate by ordinance a contiguous or noncontiguous geographic area to be a reinvestment zone to promote development or redevelopment of the area if the municipality determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Once a geography is designated as a TIRZ, the existing appraised value of those properties and the associated business personal property is identified as the base value. Once the TIF is established, tax revenue from the incremental value belongs to the TIF to pay for projects within the TIRZ. This incremental tax revenue will be reinvested in the TIRZ until the expiration of the TIF.

According to Chapter 311 of the Texas Tax Code, to be designated as a reinvestment zone, an area must:

1. Substantially arrest or impair the sound growth of the municipality or county designating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
  - A. A substantial number of substandard, slum, deteriorated, or deteriorating structures;
  - B. The predominance of defective or inadequate sidewalk or street layout;
  - C. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
  - D. Unsanitary or unsafe conditions;
  - E. The deterioration of site or other improvements;
  - F. Tax or special assessment delinquency exceeding the fair value of the land;
  - G. Defective or unusual conditions of title;

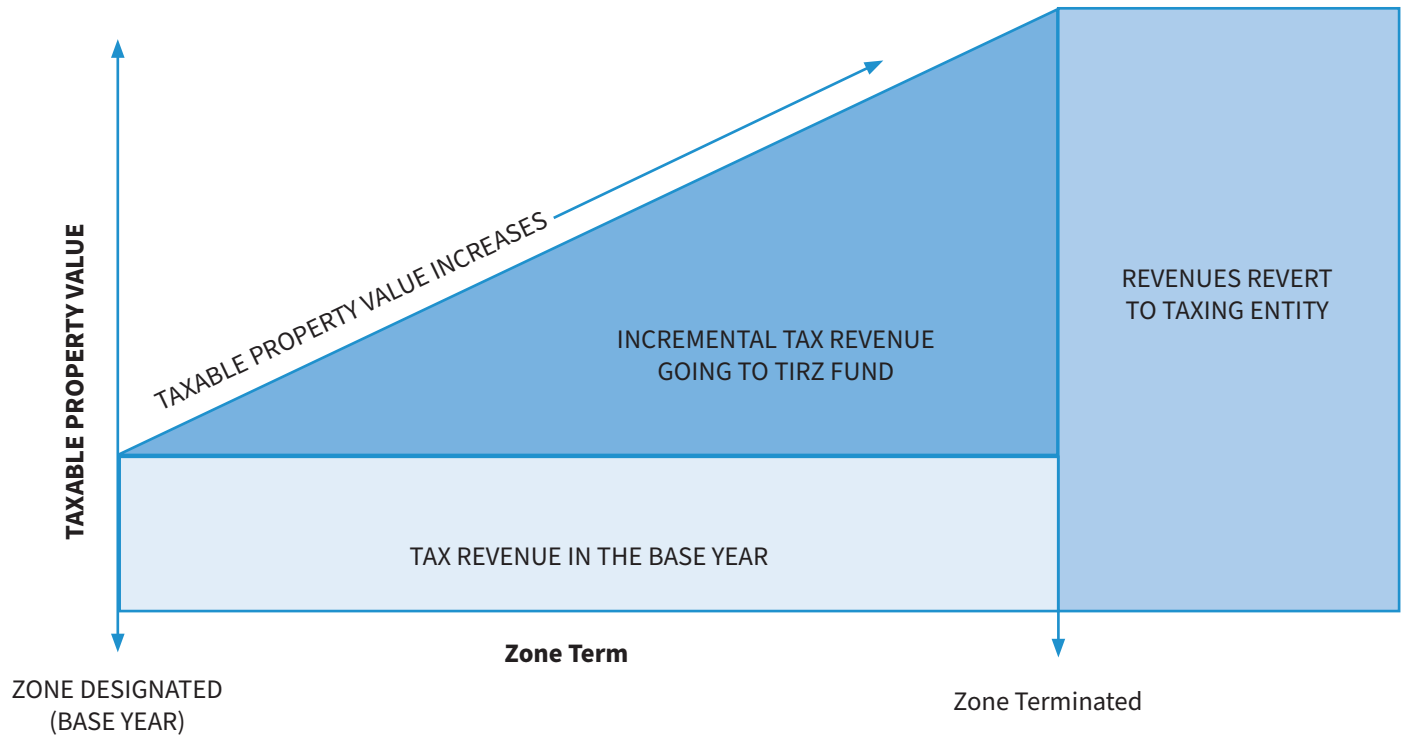




- H. Conditions that endanger life or property by fire or other cause; or
  - I. Structures, other than single-family residential structures, less than 10 percent of the square footage of which has been used for commercial, industrial, or residential purposes during the preceding 12 years, if the municipality has a population of 100,000 or more;
2. be predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality or county;
  3. be in a federally assisted new community located in the municipality or county or in an area immediately adjacent to a federally assisted new community; or
  4. be an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the municipality or county by the owners of property constituting at least 50 percent of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.



# TIRZ BACKGROUND



The illustration above gives an overview of how tax increment financing works with the taxable revenue set in the base year and the incremental tax revenue (tax increment) going towards the established TIRZ fund at a set participation rate. After the TIRZ is terminated, the revenues revert to the appropriate entity.

The established Manor TIRZ #2 is comprised of 716 parcels situated around Downtown Manor, extending west, south, and east and the included parcels can be seen in the map on the next page. The TIRZ has a total size of 927.5 acres with a current taxable value of \$414.2 million.

Assumptions were made by the City of Manor staff and Catalyst Commercial to forecast future development of parcels within the TIRZ. Permitting and development plans were used for projects in the city's development pipeline. Absorption rates based on market trends, forecasts, and models were used to make development forecasts for the remaining vacant acreage that do not currently have development plans.

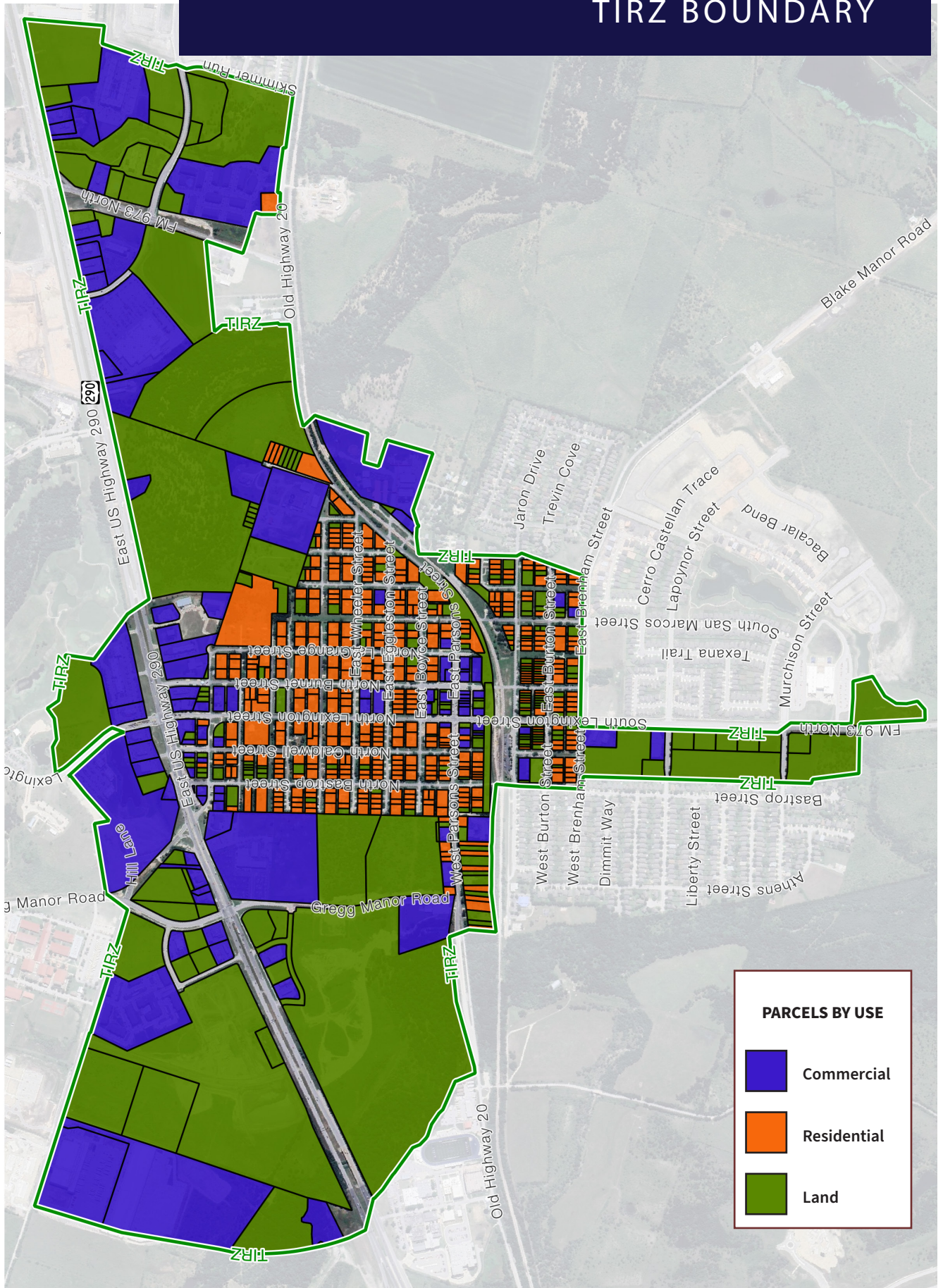
The following assumptions were used for the purpose of this analysis:

1. Travis County Appraisal District certified 2024 values were used. Special exemptions not publicly available that affect individual parcels were not included/excluded in these calculations.
2. The City of Manor is the only participating taxing entity and will participate at a rate of 50% of tax revenue within the TIRZ.
3. A conservative growth rate of 3% annually was applied to real property.

# TIRZ BOUNDARY



Manor TIRZ #2



# TIRZ PROPOSED PROJECTS

The tax increment base (current value) is the total appraised value of all real property taxable by the City of Manor within the TIRZ. For vacant parcels, this is the taxable value of the land without any improvement value. For parcels with improvements existing and plans to add more improvements, the current value is the current land + improvement value, exclusive of the new planned improvements.

## Projects 1 - 7

Permitting and development plans were used for to forecast project completion years and improvement values for those projects already in the city's development pipeline.

## Currently Vacant Parcels

Absorption rates based on market trends, forecasts, and models were used to make development forecasts for the remaining vacant acreage that do not currently have development plans (i.e. the parcels do not fall within Projects 1 through 7). It was assumed that these vacant parcels would build-out on a 25 year timeline, the same timeline as the TIRZ.

PROJECT	TAX INCREMENT BASE (CURRENT VALUE)	CAPTURED APPRAISED VALUE	
		2025 NEW IMPROVEMENT VALUE (UNDER CONSTRUCTION)	2026 NEW IMPROVEMENT VALUE (PLANNED)
Currently Vacant Parcels	\$29,585,521	\$5,706,403	\$5,706,403
Proj 1. Las Entradas South	\$4,136,923	\$-	\$33,508,600
Proj 2. Las Entradas North	\$242,346	\$-	\$1,520,000
Proj 3. Shadowglen Commercial	\$7,465,799	\$-	\$4,140,000
Proj 4. Manor Commons Ph 1	\$4,512,750	\$-	\$514,000
Proj 5. Manor Commons	\$786,241	\$2,503,480	\$7,857,000
Proj 6. Original Plat Area	\$7,489,133	\$3,146,100	\$32,141,920
Proj 7. South of Tracks	\$4,018,768	\$-	\$28,300,622

PROJECT	CAPTURED APPRAISED VALUE	
	2027 NEW IMPROVEMENT VALUE	2028 TO 2049 ANNUAL NEW IMPROVEMENT VALUE
Currently Vacant Parcels	\$5,706,403	\$5,706,403
Proj 1. Las Entradas South	\$843,120	\$-
Proj 2. Las Entradas North	\$-	\$-
Proj 3. Shadowglen Commercial	\$-	\$-
Proj 4. Manor Commons Ph 1	\$-	\$-
Proj 5. Manor Commons	\$-	\$-
Proj 6. Original Plat Area	\$-	\$-
Proj 7. South of Tracks	\$-	\$-

## TIRZ PROJECT COSTS

The table below shows the anticipated public improvement projects that will be funded by the tax increment (revenues) generated by the TIRZ.

ITEM	TOTAL COST	PORTION OF TOTAL
Professional Fees	\$4,000,000	10%
Demolition	\$1,600,000	4%
Transportation Improvements	\$5,600,000	14%
Structures	\$1,600,000	4%
Utilities	\$3,200,000	8%
Landscape/Irrigation	\$1,600,000	4%
Aesthetic Enhancements	\$4,000,000	10%
Monumentation	\$800,000	2%
Pedestrian Pavement	\$1,600,000	4%
Construction Contingency	\$8,000,000	20%
Utility Relocations	\$8,000,000	20%
<b>TOTAL PROJECT COSTS</b>	<b>\$40,000,000</b>	<b>100%</b>



# TIRZ REVENUES

REAL PROPERTY	BASE		INCREMENT		TOTAL	
	TAX INCREMENT BASE (VALUE)	REVENUE	CAPTURED APPRAISED VALUE	TAX INCREMENT (REVENUE)	VALUE	REVENUE
Base Year 0	\$414,216,265	\$1,768,082	\$-	\$-	\$414,216,265	\$1,768,082
Year 1	\$414,216,265	\$1,768,082	\$22,035,347	\$94,058	\$436,251,612	\$1,862,140
Year 2	\$414,216,265	\$1,768,082	\$147,064,316	\$627,744	\$561,280,581	\$2,395,826
Year 3	\$414,216,265	\$1,768,082	\$168,705,132	\$720,118	\$582,921,397	\$2,488,200
Year 4	\$414,216,265	\$1,768,082	\$190,152,052	\$811,664	\$604,368,317	\$2,579,746
Year 5	\$414,216,265	\$1,768,082	\$212,242,380	\$905,957	\$626,458,645	\$2,674,039
Year 6	\$414,216,265	\$1,768,082	\$234,995,418	\$1,003,078	\$649,211,683	\$2,771,160
Year 7	\$414,216,265	\$1,768,082	\$258,431,047	\$1,103,113	\$672,647,312	\$2,871,195
Year 8	\$414,216,265	\$1,768,082	\$282,569,745	\$1,206,149	\$696,786,010	\$2,974,231
Year 9	\$414,216,265	\$1,768,082	\$307,432,604	\$1,312,276	\$721,648,869	\$3,080,358
Year 10	\$414,216,265	\$1,768,082	\$333,041,349	\$1,421,587	\$747,257,614	\$3,189,669
Year 11	\$414,216,265	\$1,768,082	\$359,418,356	\$1,534,177	\$773,634,621	\$3,302,259
Year 12	\$414,216,265	\$1,768,082	\$386,586,673	\$1,650,145	\$800,802,938	\$3,418,227
Year 13	\$414,216,265	\$1,768,082	\$414,570,040	\$1,769,592	\$828,786,305	\$3,537,674
Year 14	\$414,216,265	\$1,768,082	\$443,392,907	\$1,892,623	\$857,609,172	\$3,660,705
Year 15	\$414,216,265	\$1,768,082	\$473,080,461	\$2,019,344	\$887,296,726	\$3,787,426
Year 16	\$414,216,265	\$1,768,082	\$503,658,641	\$2,149,867	\$917,874,906	\$3,917,949
Year 17	\$414,216,265	\$1,768,082	\$535,154,167	\$2,284,306	\$949,370,432	\$4,052,388
Year 18	\$414,216,265	\$1,768,082	\$567,594,559	\$2,422,777	\$981,810,824	\$4,190,860
Year 19	\$414,216,265	\$1,768,082	\$601,008,162	\$2,565,403	\$1,015,224,427	\$4,333,485
Year 20	\$414,216,265	\$1,768,082	\$635,424,173	\$2,712,308	\$1,049,640,438	\$4,480,390
Year 21	\$414,216,265	\$1,768,082	\$670,872,665	\$2,863,620	\$1,085,088,930	\$4,631,702
Year 22	\$414,216,265	\$1,768,082	\$707,384,611	\$3,019,471	\$1,121,600,876	\$4,787,553
Year 23	\$414,216,265	\$1,768,082	\$744,991,916	\$3,179,998	\$1,159,208,181	\$4,948,080
Year 24	\$414,216,265	\$1,768,082	\$783,727,440	\$3,345,341	\$1,197,943,705	\$5,113,423
Year 25	\$414,216,265	\$1,768,082	\$823,625,030	\$3,515,643	\$1,237,841,295	\$5,283,726
	<b>BASE REVENUE</b>	<b>\$44,202,053</b>	<b>INCREMENTAL REVENUE</b>	<b>\$46,130,359</b>	<b>TOTAL REVENUE</b>	<b>\$90,332,412</b>

## TIRZ SUMMARY

An estimated \$46.1 million of tax increment (net new real property tax revenue) is anticipated over the 25 year lifespan of the TIRZ. Based on the assumptions used for this analysis, it is anticipated that the tax increment will be sufficient to pay for the anticipated project costs.

### PROJECTED USES OF TIF FUNDS

Downtown Improvements	\$40,000,000
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<b>ESTIMATED PROJECT COSTS</b>	<b>\$40,000,000</b>
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### SOURCES OF TIF FUNDS

Real Property	\$63,528,941
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<b>TOTAL TAX INCREMENT</b>	<b>\$46,130,359</b>
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# TIRZ PROJECT & FINANCING PLAN

## **PROJECT PLAN**

### **EXISTING PROPERTY USES/PROPOSED IMPROVEMENTS/PROPOSED PROPERTY USES (311.011(B)(1))**

#### **a. Existing uses and conditions of real property in the zone**

The property within the zone is a mix of commercial, residential, and unimproved land. The current uses of the Zone are seen in the map on page 7.

#### **b. Proposed Improvements to the property**

The proposed uses (subject to private investment) can be seen on page 8.

### **PROPOSED CHANGES OF MUNICIPAL ORDINANCES (311.011(B)(2))**

There are no contemplated changes to ordinances or codes of the City.

### **ESTIMATED NON-PROJECT COSTS (311.011(B)(3))**

The estimated non-project costs are the development costs to be funded by the developer for which there is no proposed Zone reimbursement. The non-project costs can include those costs associated with land acquisition, site-specific infrastructure, construction, taxes, marketing, and other costs. This total cost can be seen in the table on page 8.

### **METHOD OF RELOCATION (311.011(B)(4))**

There are no existing residents that will be displaced by the project.

## **FINANCING PLAN**

### **ESTIMATED PROJECT COSTS OF THE ZONE (311.011(C)(1))**

The project costs are estimated to be \$40,000,000, and include public improvements and the associated costs for designing, acquiring and constructing the improvements. Additional project costs include financing costs, as well as the costs of creating and administering the Zone. Project costs are shown in the table on page 9.

### **PROPOSED PUBLIC WORKS AND IMPROVEMENTS (311.011(C)(2))**

The eligible public works and improvements for the zone are shown on page 9 and may include sidewalks, pedestrian bridge, roadways, utilities, streetscape, and land acquisition.

### **ECONOMIC FEASIBILITY STUDY (311.011(C)(3))**

Based on the assumptions made in this Project & Financing Plan, it is determined that this Plan is economically feasible.

### **ESTIMATE OF BONDED INDEBTEDNESS (311.011(C)(4))**

Bonds secured by tax increment revenues may be issued for or on behalf of the Zone to pay Zone project costs, including financing costs such as capital costs, interest, and credit enhancement, as well as administration costs. The bonds may be issued in one or more series at the earliest time that the Zone's tax increment revenues are sufficient to pay principal and interest on such bonds.

# TIRZ PROJECT & FINANCING PLAN

## **ESTIMATE OF TIME WHEN COSTS AND MONETARY OBLIGATIONS ARE INCURRED (311.011(C)(5))**

The Zone will incur costs and monetary obligations at the inception of the Zone and at such time as projects are constructed by or on behalf of the Zone.

## **METHODS OF FINANCING (311.011(C)(6))**

Project costs will be advance funded by the developer or by the City, or incurred directly by or on behalf of the Zone. It is expected that the Zone will finance projects directly, or reimburse the developer or the City by a combination of tax exempt bonds and cash reimbursements. Increment created within the designated Zone will be used to reimburse the developer and/or City to service the debt used to reimburse the developer and/or City with respect to Zone Improvements (Projects).

The City of Manor is the only participant in the Zone. The City property tax participation is 50 percent, subject to City Administration fee along with an annual City Service Payment to the City. The City may retain the estimated costs of providing municipal services in the Zone.

## **CURRENT APPRAISED VALUE OF REAL PROPERTY IN THE ZONE (311.011(C)(7))**

The total taxable value of real property in the Zone, based on available 2024 certified values, is \$414,216,265. This will be used as the Base Year Value.

## **ESTIMATED CAPTURED APPRAISED VALUE (311.011(C)(8))**

The captured taxable value of real property within the Zone is projected to be approximately \$823,625,030 in Year 25 (end of the life of the Zone). A table of these captured values can be seen on page 10.

## **DURATION OF THE ZONE (311.011(C)(9))**

The duration of the Zone is 25 years.

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
985786	BETHANY BEEMAN REAL ESTATE LLC	0.87948006
985785	GREENVIEW DEVELOPMENT 973 L P	0.76668018
985784	GREENVIEW DEVELOPMENT 973 L P	2.07137942
983695	LLANO LAS ENTRADAS I LLC	0.4975082
983694	LLANO LAS ENTRADAS I LLC	0.27166244
983286	CHEN WENKAI	0.22925504
982478	RIVER CITY PARTNERS LTD	19.68759346
978786	TRANSPAK MANOR FACILITY LLC	9.68609142
978785	TRANSPAK MANOR FACILITY LLC	10.03825283
978059	GREENVIEW MANOR COMMONS SW LP	4.73848629
978058	GREENVIEW MANOR COMMONS SW LP	0.78105074
978047	LAS ENTRADAS DEVELOPMENT	1.91029799
978046	LLANO LAS ENTRADAS I LLC	0.50521326
977951	DWYER PETER A	0.24112967
974447	BARBOSA PUENTE GUSTAVO ANGEL	0.13075536
971649	KATHROTIA PRAVIN & JYOTSNA	0.13198632
968119	CASTILLO MARTIN & MARIA	0.20127335
968118	CASTILLO MARTIN & MARIA	0.20111768
968073	GREENVIEW MANOR COMMONS SW LP	0.81840646
967992	MANOR MF LLC	13.11072159
967181	DWYER PETER A	4.86035013
966261	OLVERA HOPE M	0.13200158
963262	CLARK JASON A & ANA E	0.13200058
962832	RIVERAS GENERAL CONSTRUCTION JR LLC	0.25251615
962784	BEST POWER SOLUTION LLC	0.29767689
962781	BUTLER FAMILY PARTNERSHIP LTD	84.59056854
962700	LEXINTON BROWNING LLC	0.39600629
961786	HILL LANE OWNER LLC	30.77348709
961785	ALLEGRA AUSTIN LLC	15.44478893
957459	JMAR INVESTMENTS LLC	0.92847717
957458	AKZUL PROPERTIES INC	1.859285
956731	HOUSING AUTHORITY OF TRAVIS COUNTY	0.77464217
956726	MANOR HOUSING PUBLIC FACILITY	10.72239685
950005	SAI GEETA LLC	1.97336209
950004	NF II DEVELOPMENT LLC	1.29152608

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
948554	PEREZ BRENDA S	0.52800876
948077	ALVARADO NILSA	0.14532807
948071	HITE ALLYSON LANE	0.13199313
943111	HOMESTEAD VETERINARY LAND LLC	1.13262022
943110	CV QOZP PROSE MANOR LLC	13.19637394
943067	AJT REAL ESTATE LLC	1.14671516
938771	AUS-TEX PROPERTIES LLC	0.19800337
938234	LAS ENTRADAS DEVELOPMENT	54.33174896
938136	MANOR GRAND LLC	12.4686327
936374	VAZQUEZ ZENON	0.15646605
936249	UNKNOWN	0.45452467
934058	FLORES MARCELO DE CASTRO JR	0.13200739
922844	CITY OF MANOR	1.30928993
922841	CITY OF MANOR	0.62610418
922824	CITY OF MANOR	4.35117245
922781	CITY OF MANOR	13.71048737
922780	CITY OF MANOR	5.96089458
922716	PENA ARACELI U & JUANA D JARAMILLO	0.11478502
920530	NAVARRO NATALI	0.13200352
912569	TRAVIS COUNTY	38.51089096
910376	SHFC MANOR LAND LLC	10.40929604
907740	PENA DAVID HECTOR DIAZ	0.1708132
907739	DIAZ JUAN J	0.14590956
874849	GREENVIEW MANOR COMMONS SW LP	1.02271509
874233	DOMINGUEZ JOVITA M &	0.13176177
874232	DOMINGUEZ JOVITA M &	0.13176166
873215	GUERRERO JOSE &	0.11585551
864847	LAS ENTRADAS DEVELOPMENT	1.02206123
864846	GABS INC	0.91740024
864845	FRONTIER BANK OF TEXAS	0.93239617
864844	BUSY BEE PRESCHOOL LLC	0.92833894
864843	SCOTT BAYLOR & WHITE HEALTH	1.08610642
864842	LAS ENTRADAS DEVELOPMENT	1.07779181
864508	FAUST JAMES KENNETH	0.1976829
864507	MAY AMY SARA	0.19786841

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
862599	TIMMERMANN GERALDINE	14.08136559
862598	CITY OF MANOR	24.27475166
860829	SHADOWGLEN DEVELOPMENT CORPORATION	1.16160464
860828	SHADOWGLEN DEVELOPMENT CORPORATION	0.78667319
860814	SURFVIEW MANOR LLC	0.92007524
860813	HAZA REALTY LP	0.91689956
860812	CFT NV DEVELOPMENTS LLC	1.01857924
844812	PONCE VENGELINA & EUSERIO BOCANEGRE	0.19885522
844810	GOMEZ SALVADOR & SANDRA	0.20847419
841241	SHADOWGLEN DEVELOPMENT CORPORATION	1.08789158
841238	SHIPPEN FAMILY TRUST	1.00003386
834308	COTTONWOOD HOLDINGS LTD	19.82450294
830451	WAL-MART REAL ESTATE BUSINESS TRUST	0.8914358
830450	WAL-MART REAL ESTATE BUSINESS TRUST	15.53404903
830449	SCF RC FUNDING IV LLC	2.8393836
824766	TIMMERMANN GERALDINE	12.9449234
820826	LAS ENTRADAS DEVELOPMENT	1.80072558
820825	LAS ENTRADAS DEVELOPMENT	0.9989596
820824	SL 290 MANOR LP	2.05003929
820823	AUTOZONE TEXAS LP	0.9774254
820822	RANDOLPH-BROOKS FEDERAL	0.96873909
820821	12305 EINTRAGE LLC	0.91891408
818786	CITY OF MANOR	0.92402077
816134	CITY OF MANOR	4.79465151
786499	GREENVIEW DEVELOPMENT 973 L P	2.44737124
785917	ESTRADA OFELIA	0.12625617
784605	LEAVITT LUMBER COMPANY INC	1.44179702
783982	MCDONALD'S REAL ESTATE COMPANY	1.45255208
783981	SHADOWGLEN DEVELOPMENT CORPORATION	5.95080805
782638	SANDERS JERRY P	0.1321968
782438	MANOR MF LLC	0.12056548
781591	PALABRA DE DIOS IGLESIA PENTECOSTES	0.13199632
775892	GILDON EMMA	0.12625188
773172	GREATER TEXAS FEDERAL CREDIT U	0.95209694
764543	BURSE NICHOLE ELIZABETH	0.12052502

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
743014	MONDRAGON LIZETH	0.12052669
725803	MANOR LODGING DEVELOPMENT LLC	5.84197426
725391	COTTONWOOD HOLDINGS LTD	10.41862106
725370	DWYER PETER A	38.65904999
714627	JONSE JOHN A	0.14698662
714626	JONSE JOHN & RITA	0.13200305
710021	WILD HORSE CREEKSIDE COMMERCIAL L P	7.4810257
710019	ZEEHAM INVESTMENTS LLC	1.00351036
710018	ZEEHAM INVESTMENTS LLC	1.00317824
710017	2017 MANOR LLC	0.94987613
710016	DWYER PETER A	5.75311565
710015	12130 FM 973 LLC	1.49423993
710014	DWYER PETER A	1.0086565
710013	DWYER PETER A	6.33031178
710012	WILD HORSE CREEKSIDE COMMERCIAL L P	1.0034163
710011	WILD HORSE CREEKSIDE COMMERCIAL L P	1.00350904
710010	ZEEHAM INVESTMENTS LLC	1.00350726
710006	BLUEBONNET ELECTRIC COPERATIVE	0.66001105
708857	BOWEN BRADLEY & PAULA	0.12629148
706187	CITY OF MANOR	0.86228836
700689	KRISHNA PROPERTIES LLC	1.01491225
568094	MIRAMONTES MANUEL TORRES & J	0.60499471
547112	DWYER PETER A	1.00009537
547108	MCDONNELL COLE FOSTER & STEPHEN SNYDER MCDONNELL	0.12625468
526075	MANOR CAR WASH SERVICES LLC	1.3201592
526070	CITY OF MANOR	3.61019111
526069	DWYER PETER A	0.11473466
526067	DWYER PETER A	0.1147443
526066	DWYER PETER A	0.11473209
526065	SCHNEIDER HAROLD	0.11473428
526064	DWYER PETER A	0.1147249
526061	DUQUE JESUS AVILES	0.17159118
526060	WILLIAMS EARLENE	0.1566754
526058	ELIZONDO ROLANDO	0.1205207
526051	MARQUEE INVESTMENTS LLC	0.94610834



# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
526048	MANOR INDEPENDENT SCHOOL DIST	13.93070602
526046	MCVADE CLEORA ESTATE	0.22853091
526045	CURRY-IKNER DALLAS	0.22850579
526044	SPENCE CARNELIA	0.22849235
526043	CURRY GEORGE M SR & MARILYN T	0.22848664
526042	CURRY GEORGE MELVIN &	0.22820407
526041	SMITH AUDREY B SR	0.22821355
526040	MCVADE CONNIE E	0.2282104
526039	MCVADE CONNIE E	1.22237766
526036	CITY OF MANOR	10.02791977
526029	RODRIGUEZ ROSALINDA	0.12626192
526028	MUNIZ RAYMOND JR	0.13198818
526014	PLATA HOLDINGS LLC	10.00025558
525969	VASQUEZ JAIME & MARIBEL	0.1320103
525967	ESPINOZA MARTHA	0.13197061
500848	PORTALES MARIA E	0.24105301
500843	BENTLEY BRADFORD LEE	0.18940324
500842	MONTOYA JOEL & ROSALINDA CAMAR	0.13199109
500841	MONTOYA JOEL & ROSALINDA CAMAR	0.13199624
500840	HERNANDEZ ESTHER LOPEZ	0.13201623
500839	NAVARRETE MARIA	0.13199201
500838	FLORES RIGOBERTO PENA &	0.13199937
500837	OROCIO JENNIFER DESTINY	0.1320115
500836	FAZ RAY & LISA	0.13199273
500835	DOMINGUEZ RICHARD & JOVITA	0.13202111
500834	CALIXTO JACINTO &	0.13199128
500833	EASLEY LENORA	0.16858865
500601	ALYASIRY MAZIN &	0.13198206
477321	CASTILLO MONICA ANN	0.13201706
442679	CITY OF MANOR	0.10951862
442674	SOSA BENTURA & PATRICIA ANN	0.23100269
426169	SANCHEZ NORA L & JOSE A JR	0.26400426
377659	11311 EAST HWY 290 LLC	0.9578523
377658	KUSUM HOSPITALITY LLC	2.11715531
377657	COUPLAND STATE BANK	1.9857254

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
377652	JUNCTION DEVELOPMENT LLC	0.39969355
377650	SONIC DEVELOPMENT OF CENTRAL TEXAS	0.83465475
377649	MKR PROPERTIES LLC SERIES 11211 US HWY 290	0.63281155
377648	290 MANOR LLC	0.67971772
377642	BURNS MEMORIAL TEMPLE	0.66717416
362083	VILLAFANA ESTELA GARFIAS	0.26399842
240956	GACHUSO YANELI & DIEGO GACHUSO AGUILAR	0.2639977
240955	MOYEDA CARLOS	0.39599195
240954	GUERRERO RUDY & ALICE R	0.35640979
240951	JUNCTION DEVELOPMENT LLC	0.74781853
240950	DYE VALERIE ANN	0.34437168
240949	DYE MICHAEL E	0.22956845
240948	PENA ARACELI U & SAMUEL R DIAZ &	0.22956793
240947	FLORES FRANCISCO JR &	0.22954559
240946	CITY OF MANOR	0.57391083
240945	BAUER DOUGLAS A & LAURALEA	0.22958179
240942	MOSELEY CHRISTINE ANDERSON	0.34436691
240937	JUNCTION DEVELOPMENT LLC	7.39087343
240932	RANDIG WALTER	0.00946984
240931	RANDIG WALTER D & LOIS K	0.32533514
240930	FONSECA JOSE LUIS	0.20858467
240929	DOVER GARY WAYNE	0.4344818
240928	MORENO DANIEL & RUPERTA &	0.21642716
240927	GONZALEZ LEOPOLDO	0.20336626
240926	MALDONADO ALICIA & VALDMAR	0.16065277
240925	JONES ROBERT A & BRENDA F	0.1632084
240924	FORSYTHE WILLIAM & CAROLYN	0.20351501
240923	709 LEXINGTON LLC	1.43482912
240916	JUNCTION DEVELOPMENT LLC	0.39600599
240915	MEJIA MARTINIANO P & BLANCA E	0.13199063
240914	WILLIAMS GARY M	0.26398364
240913	BAUMGART JULIA K & JAMES A POEHL	0.26400885
240912	JUNCTION DEVELOPMENT LLC	0.26401272
240911	GOSEY BOBBY AND SHELDON LIVING	0.65956289
240910	VOELKER WELDING & CONSTRUCTION INC	0.28875291

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
240909	CHEN WENKAI	0.19801819
240908	LANGFORD JASON & TESSA & SUSAN D	0.4620035
240907	VOELKER WELDING & CONSTRUCTION	0.2410398
240904	COUPLAND STATE BANK	0.07883608
240903	THOMASON ERIC & REBEKAH	0.1452726
240902	GLASS RETHANN	0.33454055
240901	THOMASON ERIC & REBEKAH	0.12669277
240900	NASH HIAWATH JR & RUBY M	0.11528884
240899	JONSE JOHN A & MARY R	0.32174489
240898	SALMELA PATRICIA	0.16257752
240896	POKORNEY DANIEL & SHERRI LYNNE	0.18975011
240895	POKORNEY DANIEL & SHERRI LYNNE	0.14688608
240894	ELIZONDO ROLANDO	0.12052216
240893	RETA REALTY LLC	0.13201958
240892	RETA REALTY LLC	0.13089947
240891	MANOR INDEPENDENT SCHOOL DISTR	1.36404312
240887	DWYER PETER A	3.46576071
240885	DWYER PETER A	0.65396965
240884	NINH LILIAN DOAN ETAL	0.34928149
240883	NINH LILIAN DOAN ETAL	0.35800484
240882	K-N CORPORATION	0.54545897
240881	MCCORKLE EMILY K MINSTER	0.26401612
240880	SAMARIPA LALA F	0.26400998
240878	CRUZ PEREZ BEATRIZ	0.13199836
240877	RODRIGUEZ JUAN T ANGUIANO & ISELA CASTORENA RUIZ	0.26401675
240876	JONSE JOHN & RITA	0.26398471
240875	DE LA LUZ FILIBERTO &	0.13684487
240874	FLORES FRANCISCO JR &	0.13199925
240873	ONTIVEROS CARLOS & DULCE MENDOZA	0.13201134
240872	JONSE JOHN & RITA	0.13199899
240871	ARROYO MISAEL SOLIS & DANIEL	0.11477929
240870	GONZALEZ RAFAEL HERNANDEZ &	0.11477023
240869	BARRS PHYLLIS Y & SANDRA V	0.11479529
240868	PAZ ZOILA MORENA	0.11477539
240867	JOHNSON ONNIE MAE LIFE ESTATE	0.11477637

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
240866	CERON AMPARO PATRICIA C &	0.11478325
240865	ROMERO RONALDO & ANTONIA	0.11479807
240863	JASMIN SHAKESPEARE & LINDA	0.11478123
240862	MARTINEZ ORALIA	0.12535791
240861	ECKART STEPHEN	0.12051672
240860	ECKART STEPHEN	0.12053106
240859	ECKART STEPHEN	0.06025724
240858	SCHULER CORY	0.30130669
240857	JACKSON BONNIE & VSYNTHIA	0.15669432
240856	ECKART STEPHEN	0.08436772
240855	ECKART STEPHEN	0.06025853
240854	ECKART STEPHEN	0.06026579
240853	ECKART STEPHEN	0.12051042
240852	ECKART STEPHEN	0.12052694
240851	FORREST DELORES M	0.6597634
240849	ROBINSON WALTER L	0.43239951
240848	LUNA BENITA GONZALEZ	0.15180247
240847	GARCIA EDWARD	0.15180553
240845	SEPECO	0.13201219
240843	BRYANT-WILLIAMS EVELYN MARIE &	0.12052855
240842	JUAREZ MARIO	0.27720365
240841	MR JIMS GROCERY INC	0.17838576
240840	TURMAN THOMAS M	0.13854423
240835	JIMS GROCERY INC	0.18319257
240833	CASTELAN CARILU	0.26224634
240832	290 EAST NOT WEST LLC	0.12051274
240831	290 EAST NOT WEST LLC	0.12052755
240830	CASTELAN DANIEL	0.12051962
240828	RETA REALTY LLC	0.11252761
240827	LIND ELLA L	0.15200247
240826	290 EAST NOT WEST LLC	0.14079097
240825	290 EAST NOT WEST LLC	0.24059415
240825	290 EAST NOT WEST LLC	0.02224583
240824	11016 HWY 290 LLC	0.48807731
238917	PUENTE-GARCIA BENITA &	0.13076904

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238916	GALVAN ANTONIO LEDESMA &	0.13076824
238915	NOSH TECH LLC	0.26150334
238914	OROCIO JENNIFER DESTINY	0.56315196
238913	SOUTHERN PACIFIC TRANSPORTATION	4.78152895
238912	CELESTINO ROCHELLA P	0.11477205
238911	REYES MICHELLE	0.11477599
238910	OROCIO JANET LYN	0.11479837
238909	REYES MANUEL V & BEATRICE	0.76775056
238907	SANCHEZ DAVID M & AKSHAY POHEKAR	0.11478502
238906	C&K BROTHERS & CO LLC	0.05738606
238906	C&K BROTHERS & CO LLC	0.5739162
238904	ENEMENCIA RODRIGUEZ TRUST	0.2869592
238901	C&K BROTHERS & CO LLC	0.22958136
238900	GILDON GEORGE EDWARD ETAL	0.19800784
238899	CITY OF MANOR	0.197495
238898	RODRIGUEZ ADRIAN & KEYNA	0.06600098
238895	RODRIGUEZ ADRIAN & KEYNA	0.19801976
238894	RODRIGUEZ ADRIAN & KEYNA	0.09899281
238893	RODRIGUEZ ADRIAN & KEYNA	0.09900846
238892	PEREDES ADRIAN P & MARIANA G IBANEZ	0.06601039
238891	TURANSKY WILLIAM E	0.06599456
238890	DAXA LLC DBA RELAX INN MOTEL	0.09241217
238889	MAQIL INC	0.23760423
238875	PALABRA DE DIOS IGLESIA PENTECOSTES	0.23778617
238874	RIVERON ORLANDO	0.51655126
238873	WORD OF GOD PENTECOSTAL CHURCH	0.13199733
238872	PALABRA DE DIOS INGLESIA PENTECOSTAL CHURCH	0.13200048
238870	BOWEN BRADLEY G & PAULA E	0.26399401
238869	PALABRA DE DIOS IGLESIA PENTEC	0.26401642
238868	IGLESIA PALABRA DE DIOS	0.19798979
238867	NERI MARIA TOBIAS & JOSE TOBIAS NERI	0.19801496
238864	RODRIGUEZ FRANCES &	0.39601275
238863	SOUTHWESTERN BELL TELEPHONE	0.48234478
238861	HUNTER HEIGHTS LLC	0.17906134
238859	REYES JIMMY & DIANA S	0.23689753

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238858	RODRIGUEZ FRANCES &	0.1591273
238857	RIVERON ORLANDO G SR &	0.26399437
238856	GAULT WILLIAM C	0.18508475
238855	SUAREZ ERNESTO	0.13200806
238854	HASSAN-MOEIN M	0.13199148
238853	ANDERSON JAMES T	0.06599781
238852	ANDERSON JAMES T	0.26401782
238851	ANDERSONS COFFEE CO INC	0.06598921
238850	GAULT WILLIAM C	0.08035289
238849	LAS SALSAS BAR AND GRILL MEXICAN RESTAURANT LLC	0.22957417
238848	GAULT WILLIAM C	0.01980497
238847	120 EAST BOYCE STREET LLC	0.14520338
238846	MANOR INDEPENDENT SCHOOL DISTR	0.64512295
238845	CITY OF MANOR	0.04659151
238844	ST JOSEPHS	0.14845638
238843	ELLIS LARRY K & HELEN M	0.48718682
238842	GONZALES DANIEL	0.3295835
238841	TORREZ DAVID & LORI ANN	0.13199198
238840	BATTAILE ROBERT E & BETHANY C	0.19801836
238839	MENDOZA MICAELA	0.13200095
238838	RAMIREZ JUAN MENDEZ &	0.13200359
238834	PORRAS JOHNNY & JANIE	0.39600974
238833	PORRAS JOHNNY & JANIE	0.11478391
238832	HERRERA JUAN CARLOS	0.14922629
238831	TURMAN LUTHER C	0.13200326
238830	RIVERA MARIA DELCARMEN	0.26400897
238829	ALARCON ROBERTO A & APRIL G	0.19799159
238828	RIOS PETE	0.19800836
238827	MARTIN PRENTICE	0.19799995
238826	PORRAS SIMON JR	0.19800135
238825	BENNETT MARILYN	0.26399285
238824	REYES ALEX	0.19798981
238823	BARRON ALEJANDRO & MARINA LOPEZ	0.19801041
238822	RODRIGUEZ FRANCES &	0.26398638
238821	DE LUNA GILBERTO & ELSA	0.26401731



# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238820	DE LUNA GILBERTO & ELSA	0.39600584
238819	BAHRAMI BEHZAD	0.13199858
238818	TANCOR LLC	0.1320027
238817	TANCOR LLC	0.13200825
238816	TANCOR LLC	0.13198933
238815	TANCOR LLC	0.13201483
238814	CASTILLO JOSE SABAS &	0.13199857
238813	ALVARADO MIGUEL ANGEL & GLORIA	0.13201025
238812	ACOSTA MOSES	0.13200065
238811	MENDEZ JUAN OJEDA	0.13198723
238810	PAIZ RAMON E JR	0.13202345
238809	CHAVEZ MARCOS & MARIA	0.1319878
238808	SPENCER ISAAC	0.31619358
238807	CALVARY EAST METRO	0.24882837
238805	GUEVARA ISRAEL A	0.12625998
238804	CRUZ DAVID G & CRYSTAL M	0.12627223
238803	DIAZ SAMUEL & ARACELI PENA	0.12626082
238802	TAYLOR SHARON DYANE	0.12626448
238801	DE LA LUZ RODRIGUEZ FILIBERTO &	0.12626857
238800	RODRIGUEZ EDDIE	0.26484334
238799	CALVARY EAST METRO	0.37878662
238798	NAU DARRYL	0.2525059
238797	JIMENEZ ORLANDO & SUSANA C	0.12626551
238796	LOPEZ URIEL OCAMPO	0.25254902
238795	CHAVERRIA GERMAN BRIONES &	0.19462426
238794	BENTLEY BRADFORD LEE	0.18940443
238793	SCARBROUGH JOANNE G	0.19733709
238792	SCARBROUGH JOANNE G	0.25252286
238788	VERMILLION PATRICK & CHARISSA CALLAHAN	0.18939488
238787	SNOWDEN SHARON LYNN	0.18937792
238786	ALBA ROY JR & THERESA	0.25251785
238785	ZAPATA DANIEL RAMIREZ	0.25423282
238783	LIONS EYE BANK OF DIST 2-S3&S5	0.39601755
238782	LUTZ JAMES T & ALEXANDRA CARRILLO	0.12626444
238781	TURNER DALE W	0.31565043

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238780	FERNANDEZ SABINA & SERGIO FERNANDEZ	0.17734025
238779	VELASCO JOHNNY G & TONY	0.46545923
238778	ESCAMILLA LYLIAN R	0.16787536
238777	RODRIGUEZ JUAN CARLOS &	0.13200524
238775	STOCKTON MARTHA & ALAN	0.46200818
238774	POWLESSON CHRISTOPHER W &	0.19802275
238773	WALTHER MAX W & PAMELA K	0.19730102
238772	MUNIZ RAYMOND	0.33002087
238769	ALBRECHT REX F & DANIEL T	0.26399484
238768	TURMAN LUKE & VERONICA LOREDO	0.39601079
238767	MARTINEZ ESEQUIEL	0.26401374
238766	BRIONES MISAEL BARAYAS	0.13199085
238765	BARAJAS FRANCISCO & BASILISA	0.13202085
238764	ESTRADA JOSE	0.13198684
238763	PARKER DOUGLAS R & MARY ANN	0.33001164
238762	REXRODE BYRON K	0.39601249
238761	RAMIREZ ZERLENE	0.32999188
238760	HAY JOSHUA A & MARISELA	0.2640118
238758	MEJORADO RODOLFO K RODRIGUEZ	0.264009
238757	NELSON BRYAN & CHRISTINE	0.39600086
238756	CHESTER COREY C	0.33000508
238755	TURNER JEFFERY &	0.32999736
238754	SWENSON GERMAINE	0.19802152
238753	GONZALEZ GERMAN J & JORGE M	0.20303765
238752	SANDERS JERRY P	0.13214299
238751	NINH JAMIE D	0.26401213
238750	WINKLER MARIE A	0.3959989
238748	CANO JUAN & ANABELL LARA PADRON	0.39600101
238747	LEXINGTON MANOR LLC	0.26400796
238746	ALEJO-GALLEGOS JOSE MANUEL	0.13199109
238744	SEPECO	0.14775611
238743	CARBAJAL OSCAR CARBAJAL &	0.12475726
238742	PORRAS SIMON U JR & LILLIE	0.2640121
238739	SUAREZ LINDA MARIE	0.26398733
238737	SUAREZ LINDA MARIE	0.13201965

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238736	CITY OF MANOR	0.15015118
238736	CITY OF MANOR	0.12709318
238735	ARELLANO LORENZO	0.39600754
238733	SUAREZ JOSE JR	0.26399887
238732	BENITES MELITON LOPEZ	0.26401803
238731	NUERA RENOVATIONS LLC	0.39600295
238730	MONTES LUIS CARLOS PONCE &	0.39601529
238729	MUNOZ DAVID II & AUDREY SHEPARD	0.26398677
238728	BAKER RICHARD & HOLLY M	0.39601487
238727	CASTILLO GEORGE A & ROSALIE	0.26401177
238726	MANOR UNITED METHODIST CHURCH	0.6599952
238726	MANOR UNITED METHODIST CHURCH	0.66001606
238724	CULWELL MILTON RAY	0.49502626
238723	TANCOR LLC	0.16499382
238722	RICH RICHARD	0.19799897
238721	REYNOLDS STACIE & MARGARET SALEEM	0.2310013
238719	CITY OF MANOR	0.2640177
238718	DUETT BILLY C	0.06600192
238717	DUETT BILLY C	0.06599329
238716	DUETT BILLY C	0.05629449
238714	DUETT BILLY C	0.13199122
238713	DUETT BILLY C	0.19800207
238712	DUETT BILLY C	0.13200746
238711	DUETT BILLY C	0.19798534
238710	SNEED TEGWEN	0.06600913
238708	SNEED TEGWEN	0.06600532
238707	DELUNA MARINA	0.06599383
238706	DELUNA MARINA	0.13199565
238705	DELUNA MARINA	0.13201657
238704	CASTILLO GERSON DAVID DELCID &	0.26399913
238703	PONCE AURELIO JR & FLORINE L PONCE	0.26401678
238701	SUN RINGO MING-LING & YU CHI WU	0.13199177
238700	SUN RINGO MIN-LING & YU CHI WU	0.06601055
238699	LOPEZ MARY LIFE ESTATE	0.19800255
238698	LUNDGREN EDWIN O ESTATE	0.06599937

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238697	CITY OF MANOR	0.13199636
238696	REYES ROBERT H & MARY A	0.19799659
238695	VILLALOBOS GUADALUPE & ALBINA	0.066007
238693	VILLALOBOS GUADALUPE & ALBINA	0.26400197
238692	SAMUDIO FAUSTINO	0.13200781
238691	SALAZAR JOSE CIPRIANO & UGANDA GONZALEZ	0.13200393
238690	ANASTACIO ISRAEL MALDONADO	0.13199213
238689	REYES MARY A & ROBERT H	0.1320032
238688	CITY OF MANOR	0.13200797
238687	CITY OF MANOR	0.29941902
238686	CITY OF MANOR	0.31217644
238685	CITY OF MANOR	1.4348979
238684	RIOJAS ORALIA GARZA	0.23433638
238683	BURNS ELBERT R ETAL	0.31367555
238682	SMITH AUDREY B	0.37018248
238681	OKORO CHIOMA	0.36558884
238680	OKORO CHIOMA	0.7120654
238679	CASIMIRO MILDRED	0.36621147
238678	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	0.28874385
238677	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	0.66102082
238675	MANOR I S D	0.38532382
238674	AL NOOR MUSLIM COMMUNITY CENTER OF MANOR	0.29386255
238673	CARBAJOL FELIPE H & ISABEL ORTUNO	0.30847108
238672	JONES SAMUEL DELL JR & RACHEL	0.6169405
238671	HABBIT AMBUS & PURINEA	0.31565771
238670	DARILEK MICHAEL E & TABATHA A	0.06599309
238669	DARILEK MICHAEL E & TABATHA A	0.06599364
238668	DARILEK MICHAEL E & TABATHA A	0.13201199
238666	CARDENAS VIRGINIA Z	0.26399392
238664	SHERROD TIMOTHY MACK &	0.13200156
238662	DAVIS CAPITAL INVESTMENTS LLC	0.30361161
238661	BUILD BLOCK INC	0.13860238
238660	BUILD BLOCK INC	0.15840963
238659	DAVIS CAPITAL INVESTMENTS LLC	0.05280015
238658	GONZALEZ JOSE SOTO & MARIBELLA JAIMES CORTEZ	0.13199563

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238656	SEPECO	0.13201247
238655	2017 MANOR LLC	0.13199499
238654	2017 MANOR LLC	0.13200694
238653	SANCHEZ BARBARITA SAMUDIO	0.13200335
238652	SANCHEZ JESSE & OLIVIA	0.26398399
238651	BOWEN BRADLEY G & PAULA B	0.13202491
238650	RENTERIA ALFREDO & AURELIA CONTRERAS	0.13198979
238649	ROCHA JESSE & JULIA	0.13200779
238647	RIOJAS SANTIAGO & IRASEMA	0.23338737
238646	DESH JR LLC	0.46200019
238645	HERRERA JUAN CARLOS & MARIA D	0.13200396
238644	DUVALL NOVELLA P	0.13200864
238643	DAVIS HATTIE MAE	0.13199458
238642	MIMS MICHAEL L & BEVERLY R	0.30235296
238641	LIONS CLUB OF MANOR INC	6.0161438
238640	TRAVIS COUNTY EMERGENCY	0.13047761
238639	CRUMLEY GILBERT & ESSIE	0.13119525
238638	LI JULIE	0.22077878
238632	WILSON JOETTA	0.12786908
238631	HEIN ROBERT	0.13028438
238630	MILLIGAN FINISH	0.25859201
238629	TRAVIS COUNTY EMERGENCY	0.38374242
238628	JUNG JIWON	0.39600566
238627	JUNG JIWON	0.26401243
238626	YOUNG CLAUDIE G & SAMMIE M	0.26400432
238625	VASQUEZ JUAN JR & DIANA E GERL	0.26399043
238624	DONLEY VERONICA MICHELLE	0.13199015
238623	ROCHA MARIA &	0.26401427
238622	SANCHEZ NORA L & JOSE A JR	0.13200198
238621	GUAJARDO DEBBIE ANN & DARRELL	0.13199766
238620	CASAS HELEN	0.13201615
238619	ALMAGUER VICTOR M & DEBRA B	0.13199709
238618	EASLEY LENORA	0.13199131
238617	BUSH KAITANYA L	0.13202049
238616	GUERRERO JULIO & CYNTHIA	0.13199121

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238614	BOWEN BRADLEY G & PAULA B	0.13201033
238613	CABELLO PEDRO & ERICA CABELLO	0.26401648
238612	TAYLOR FLOYD ROY ETAL	0.13199598
238611	FIELD MARY R ETAL	0.29938152
238610	HABIT RAY E	0.18938339
238609	NUNN ROSS ETUX	0.12625097
238608	NUNN LILLIE M	0.1262597
238607	CHITWOOD TRACYE CURRY	0.12626469
238606	OVERTON TORREY	0.12625067
238605	MATETZSCHK ALLEN	0.12628365
238604	DAVILA CARMEN	0.12626548
238603	WILLNER WILLIAM	0.25253454
238602	BANDA JOSEPH & LARRY SUE	0.12627128
238601	BANDA JOSEPH & LARRY SUE	0.12626015
238600	RIVERA MARIA DELCARMEN	0.12625384
238598	SEPECO	0.12625207
238597	BOWEN BRADLEY & PAULA	0.15577754
238595	SEPECO	0.12627439
238594	AAA FIRE & SAFETY EQUIPMENT CO INC	0.12626213
238593	LOGGINS RAYDELL	0.12626489
238591	BORREGO MARTHA IRENE	0.12626049
238590	GARCIA EPIFANIO DELGADO &	0.12625676
238588	NEWSOME FLORENCE ET AL	0.28362188
238587	BURRELL JOHN & JOYCE BURRELL	0.26401824
238585	JUAREZ MARIO	0.1319906
238584	JUAREZ MARIO	0.1320281
238583	JONSE RITA GUAJARDO	0.13200445
238582	ESTRADA JERRY SR	0.13200581
238581	ARIANA HOLDINGS LLC	0.13200006
238580	GONZALEZ FERNANDA G	0.13200411
238579	SPRINKLE JED	0.26397884
238578	MORENO MARISOL	0.13199593
238577	DE LA LUZ FILIBERTO	0.13199995
238576	SAMARIPA MATILDY VASQUEZ JR &	0.40240324
238575	GUAJARDO DELPHINE THIRD PARTY SPECIAL NEEDS TRUST	0.26400328



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PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
238574	JIMENEZ ORLANDO	0.28958943
238572	HUX TIANA LYNNE	0.26401311
236851	LAS ENTRADAS DEVELOPMENT	79.92922974
236828	CITY OF MANOR	3.96723771
236755	TRAVIS COUNTY TRUSTEE	1.24885726
235750	REYES RUDOLFO MOSES	0.13198672
235749	REYES RUDOLFO MOSES	0.1400781
235748	CITY OF MANOR	0.05094015
235747	CITY OF MANOR	0.03803429
235746	BERGERON RACHEL MARIE &	0.13663433
235745	NERI JOSE TOBIAS &	0.13198586
235744	FIRST BAPTIST CHURCH	0.26401204
235743	STEARNS JOSEPH ALLEN	0.26400125
235742	STEARNS JOSEPH ALLEN	0.13201159
235741	LITTLE ZION BAPTIST CHURCH	0.39600426
235740	LITTLE ZION BAPTIST CHURCH	0.13199931
235739	GILDON CREEK FIRST BAPTIST CHURCH	0.13198617
235738	CORONADO RUBEN	0.13200806
235737	TANCOR LLC	0.13200356
235736	LOPEZ ESTHER	0.13199624
235735	CASIMIRO MILDRED	0.26401678
235734	REYES MOLLY G	0.26398769
235733	JOYNER JAMES ESTATE	0.39600024
235732	GILDON CREEK BAPTIST CHURCH	0.26398391
235731	ZAVALA ANALILIA H	0.13200863
235730	HERRERA ANALILIA ESQUIVEL	0.13448858
235727	SEPECO	0.13198484
235725	SEPECO	0.13200064
235724	SAULS GLENN & RUTH	0.13201658
235723	ORTIZ ENEDINA LEDESMA	0.1320115
235722	PARKS CAMILLA ETAL	0.13198592
235721	VILLALOBOS PAUL	0.13199532
235720	MARTINEZ ESEQUIEL	0.27289698
235719	TURMAN LUKE	0.13587652
235718	ALVAREZ ALVARO ARELLANO &	0.13620347

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
235717	LAZO EUGENIO NAVARRO & MARTIN	0.13884079
235716	BRIONES JOSE TRINIDAD &	0.14711659
235715	PORRAS GILBERT & DELFINA	0.13200681
235714	4 THE PEOPLE MINISTRY	0.39601496
235713	JOYNER ROY GENE(LIFE ESTATE), JOHNNY JOYNER JR &	0.13200755
235712	LITTLE ZION BAPTIST CHURCH	0.13199915
235709	LITTLE ZION BAPTIST CHURCH	0.39602152
235708	LOCKRIDGE FLORES & JUANA ESPINOZA	0.13199154
235707	VILLARREAL KENDALL & JOHN AUSTIN GONZALES	0.13199741
235706	LOPEZ URIEL OCAMPO & ANAYELI OROZCO	0.26401627
235705	TREVINO JON & LUZ	0.13199624
235704	DELGADO EPIFANIO & MARIBEL DELGADO &	0.13200758
235703	CHAVEZ KEVIN ORLANDO VALDEZ	0.13199985
235702	JONES ZELMA LEE	0.13199487
235701	RODRIQUEZ RICHARD & ESPERANZA	0.13200623
235700	SNEED MILDRED HORTON	0.06600302
235699	SNEED MILDRED HORTON	0.06600764
235698	MANOR CHURCH OF CHRIST	0.13198787
235697	MANOR CHURCH OF CHRIST	0.13199767
235696	MANOR CHURCH OF CHRIST	0.06600552
235694	SEPECO	0.06601189
235693	LOPEZ DALIA R & FERMIN E M LOPEZ	0.13198303
235692	SEPECO	0.06600379
235691	SIMMS LOUIS	0.06600527
235689	SEPECO	0.06601064
235688	ESPINOZA MARTHA	0.0659917
235687	CUNNINGHAM H P ESTATE	0.06600691
235686	TRUJILLO JUAN CANO & ANABELL LARA	0.06598828
235685	TRUJILLO JUAN CANO & ANABELL LARA	0.06599178
235684	REYES CALIDA & ELLIOTT	0.06600747
235683	REYES ELLIOTT & CALIDA	0.06602041
235682	ROCHA GABRIELA	0.06599195
235681	GAMEZ JOSE C	0.13199791
235679	SEPECO	0.06599907
235678	SIMMS LOUIS	0.06599126

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
235677	ESPARZA KEVIN A & ANTONIO	0.06600183
235675	HERNANDEZ GERARDO & ADILENE CASTANEDA	0.06601416
235673	SEPECO	0.06599376
235672	MOORE ANDREW	0.06600235
235671	SEPECO	0.06599364
235670	ECKART PHILIP	0.0659935
235669	JIMENEZ ROCIO	0.06599221
235668	OKORO CHIOMA	0.06599332
235667	LOPEZ ROCIO JIMENEZ &	0.06601104
235666	HARRIS GRACIE MAE	0.06601332
235665	HARRIS GRACIE M	0.06599893
235664	RODRIGUEZ HUGO CASTILLO	0.06599789
235663	RODRIGUEZ HUGO CASTILLO	0.06599368
235662	RODRIGUEZ HUGO CASTILLO	0.0660037
235661	ESPINOZA MARTHA	0.06599375
235659	SEPECO	0.06600327
235655	QUIROZ JOSE SANTOS TIBURCIO	0.13200586
235653	SEPECO	0.1320039
235651	LOPEZ CECILIA &	0.13199638
235650	BELL KENNETH L & ROBBIN R	0.26401672
235649	DIALLO CHEICK TIDIANE &	0.13200179
235648	JONES FREDDIE MAE	0.13201687
235647	LEDESMA ANTONIO	0.13199669
235645	SEPECO	0.13198714
235644	CARBAJAL VICTOR REBOLLAR &	0.1320138
235643	TOLAND VICTORY MIDDLETON	0.13200285
235642	TOLAND VICTORY MIDDLETON	0.13199149
235641	TAMEZ JUAN	0.26401702
235640	ELKINS CASEY & TAYLOR BURLEIGH	0.13201664
235639	PSG FSA INC	0.13200511
235638	CARBAJAL HERIBERTO CARBAJAL	0.13079333
235637	ROGERS EDWARD TRUSTEE	0.06600258
235636	ECKART PHILIP	0.03920031
235634	ECKART PHILIP	0.07005434
235633	FLORES FAMILY 2019 TRUST	0.13878544

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
235632	LEDESMA ANTONIO	0.04374002
235631	DIAZ DELEON CALVILLO LUZ A	0.06548931
235630	CARBAJAL HERIBERTO	0.08719316
235629	CARBAJAL HERIBERTO C &	0.09890058
235628	KERLIN DENNIS W & SUSAN K	0.13199624
235627	KERLIN DENNIS W & SUSAN K	0.13200539
235626	KERLIN DENNIS W & SUSAN K	0.13200101
235625	KERLIN DENNIS W & SUSAN K	0.1320059
235624	VILLALOBOS PAUL	0.13201566
235622	SEPECO	0.13200371
235621	NARVAEZ JOSE ALBERTO GONZALEZ	0.13198788
235620	JOHNSON ANDRE LEE	0.13200745
235619	CORTES OMAR DIAZ &	0.13200273
235618	SEPECO	0.13199638
235616	SEPECO	0.1320055
235615	JONES MABEL	0.132011
235614	TORALES CATARINO M &	0.13199173
235613	CEPEDA RODRIGO & MARIA	0.13199781
235612	VALLE JUAN PABLO &	0.13201697
235611	ESQUIVEL JUAN F MARIN &	0.13199624
235609	SEPECO	0.13198677
235608	CORONADO KARINA ALEXIS	0.13200386
235607	CASTANEDA GUADALUPE	0.13199522
235605	JAIMES CEASAR & JAIME	0.06599333
235604	JAIMES CEASAR & JAIME	0.13201761
235603	CASTANEDA MANUEL & JUANA R	0.26401243
235602	REYES MARY ANGEL	0.26398358
235601	HEDGES LISA A	0.19799432
235599	PHILLIPS MARY A LEE	0.13198748
235598	DE LA LUZ RODRIGUEZ CESAR &	0.19802286
235597	DE LA LUZ RODRIGUEZ CESAR &	0.06599548
235596	JIMENEZ ROCIO	0.06600197
235595	PENA ROBERT	0.06603559
235594	SOSA BENTURA & PATRICIA A	0.1319925
235593	NAVAS KATHY	0.13200732

# APPENDIX A - TIRZ PARCELS

PROPERTY ID	OWNER	PARCEL SIZE (ACRES)
235592	JONES RODNEY E	0.0660102
235591	JONES RODNEY E	0.06598978
235590	GREEN ETHEL W	0.06600776
235589	WASHINGTON BESSIE ESTATE	0.06599379
235588	CASTELAN ISIDRO &	0.0659935
235587	CASTELAN ISIDRO &	0.0660117
235585	CASTRO BERNARDINO RODRIGUEZ MARTINEZ ESPERANZA CUEVAS	0.06601286
235584	CASTRO BERNARDINO RODRIGUEZ MARTINEZ ESPERANZA CUEVAS	0.06599934
235583	ABDULRAHEEM SINAN	0.06599852
235580	SMITH OTHA B	0.1979914
235579	BURNS JENNIFER LEE	0.06600562
235578	BURNS JENNIFER LEE	0.06601228
235577	H & PB FAMILY RENTAL PROPERTIES LTD	0.06599335
235576	H & PB FAMILY RENTAL PROPERTIES LTD	0.0659975
235567	HOUSING AUTHORITY OF TRAVIS	0.58928221
235566	HOUSING AUTHORITY OF TRAVIS	0.06395265



# MANOR TIRZ #2





AGENDA ITEM NO. \_\_\_\_\_



## AGENDA ITEM SUMMARY FORM

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

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an amendment to the Chapter 380 Agreement, the Lexington at Boyce, with Davis Capital Investments, LLC.

### BACKGROUND/SUMMARY:

Davis Capital Investments, LLC, has encountered several delays in the construction of the project located at 109 West Lexington due to circumstances beyond his control. The developer has requested a 6 month extension on certain deadlines so as to remain in compliance with the Chapter 380 Agreement.

**LEGAL REVIEW:** Yes  
**FISCAL IMPACT:**  
**PRESENTATION:**  
**ATTACHMENTS:** Yes

- First Amendment to Chapter 380 Agreement
- Chapter 380 Agreement

### STAFF RECOMMENDATION:

Staff recommends approval of the amendment to the Chapter 380 Agreement, the Lexington at Boyce, with Davis Capital Investments, LLC.

**PLANNING & ZONING COMMISSION:**      **Recommend Approval**      **Disapproval**      **XNone**

STATE OF TEXAS                     )  
   )  
 COUNTY OF TRAVIS                )     **FIRST AMENDMENT TO CHAPTER 380 AGREEMENT  
 PROJECT – THE LEXINGTON at WEST BOYCE**

**THIS FIRST AMENDMENT TO CHAPTER 380 AGREEMENT, PROJECT-THE LEXINGTON AT WEST BOYCE** (the, “Amendment”) made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF MANOR, TEXAS** (the, “City”) and **DAVIS CAPITAL INVESTMENTS, LLC** (the, “Company”).

### **RECITALS**

**WHEREAS**, the City and Company entered into that certain Chapter 380 Agreement, Project-the Lexington at West Boyce, effective April 5, 2023 (the, “Agreement”); and

**WHEREAS**, the Company has requested an extension of certain deadlines within the Agreement due to delays in obtaining inspections, the shipment of required materials, and other items outside of the Company’s control; and

**WHEREAS**, the City has agree to provide the extensions as related herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged the City and Company agree as follows:

1. Amendment of Article I(U).

Article I(U) of the Agreement is hereby deleted in its entirety and replaced with the following:

U.     **“Threshold Documentation”** is defined as copies of the following documents: (1) proof of compliance with Section IV.A(1); (2) proof that the COMPANY has employed the number of FTE’s required by this Agreement; (3) proof that \$3,700,000.00 in Real Property Improvements were constructed on the Property; (4) proof that the Certificate of Occupancy for the Facility and documentation acceptable to the CITY demonstrating that the Facility was installed and completed on the Property, but not later than June 30, 2025; (5) the COMPANY has employed the number of FTE’s required by this Agreement; and (6) the 380 Grant Certification described in Section VI.A. The CITY may request additional records to support the information shown in the Threshold Documentation or compliance with this Agreement.

2. Amendment of Article IV(A)(1)(b).

Article IV(A)(1)(b) is hereby deleted in its entirety and replaced with the following:

b.     The COMPANY completes and obtains a Certificate of Occupancy for the Facility not later than June 30<sup>th</sup>, 2025.

3. Amendment of Article XXII(B).

Article XXII(B)l is hereby deleted in its entirety and replaced with the following:

**Termination.**

During the term of this Agreement, should the COMPANY commit a breach of this Agreement according to the Sections VII.A(1) or (2), the CITY may terminate this Agreement, subject to Section VII.B. In addition, the CITY may terminate the Agreement in the event that the COMPANY fails to obtain a Certificate of Occupancy for the Project by June 30, 2025, by giving thirty (30) days' written notice to the COMPANY.

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

5. This Amendment (i) shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing by each Party hereto; and (iv) embodies the entire Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter. Venue shall lie exclusively in Travis County, Texas.

6. Neither the City's, nor Owner's, nor Company's execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

7. The signatories to this Amendment warrant that each has the authority to enter into this Amendment on behalf of the organization for which such signatory has executed this Amendment.

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

9. This Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter. The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

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

11. This Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

DAVIS CAPITAL INVESTMENTS, LLC

BY: \_\_\_\_\_  
Eric Davis, Manager

THE STATE OF TEXAS  
COUNTY OF TRAVIS

§  
§

**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric Davis, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (*description of identity card or other document*) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **Davis Capital Investments, LLC**, a Texas corporation such entity duly authorized to do business in the State of Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of March, 2023.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY'S PRINTED NAME

[SIGNATURE PAGE FOLLOWS]

**THE CITY OF MANOR, TEXAS**

a Texas municipal corporation

BY: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor**ATTEST:**BY: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary**THE STATE OF TEXAS****COUNTY OF TRAVIS****Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Christopher Harvey known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the CITY OF MANOR, TEXAS, a municipal corporation of Travis and Travis Counties, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

\_\_\_\_\_  
Notary's Printed NameMy Commission Expires:  
\_\_\_\_\_



*Dyana Limon-Mercado*

Dyana Limon-Mercado, County Clerk  
Travis County, Texas

May 03, 2023 10:45 AM Fee: \$ 112.00

**2023047598**

\*Electronically Recorded\*

**ORIGINAL**

THE STATE OF TEXAS

§  
§  
§  
§  
§

Chapter 380 Grant Agreement  
Project – The Lexington at West Boyce

COUNTY OF TRAVIS

**THIS CHAPTER 380 GRANT AGREEMENT** – Project The Lexington at West Boyce (hereinafter, this “Agreement”) is executed by and between **DAVIS CAPITAL INVESTMENTS, LLC**, a Texas limited liability company duly authorized to do business in the State of Texas, (hereafter referred to as “**COMPANY**”) and the **CITY OF MANOR, TEXAS**, a home-rule city and municipal corporation of Travis County, Texas (hereinafter, the “**CITY**”).

**W I T N E S S E T H:**

- WHEREAS**, the CITY has established an Incentive Policy (hereinafter, the “Policy”) pursuant to Chapter 380, Texas Local Government Code, to provide for a grant of economic development incentives to new or expanding businesses in Manor under the terms and conditions of this Agreement; and
- WHEREAS**, the City has determined that the COMPANY qualifies for economic development incentives under the Policy, subject to the terms and conditions of this Agreement; and
- WHEREAS**, the Property is not located within a tax increment financing district;
- WHEREAS**, the COMPANY owns/leases the following described property: approximately 0.363 acres of property located Travis County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (hereinafter, the “Property,” and further defined herein); and
- WHEREAS**, the COMPANY will install or cause to be installed approximately \$3,700,000.00 in capital improvements on the Property; and
- WHEREAS**, the COMPANY made application to the CITY for an economic incentive related to the construction of an approximately 14,795 square foot building on the Property (hereinafter, the “Facility,” and further defined herein); and
- WHEREAS**, the construction of the Facility, the relocation of the COMPANY to the Property, and operation of the Business Operations on the Property will promote economic development of the CITY, encourage businesses to locate and expand in the CITY, and increase opportunities for increased property tax and employment; and
- WHEREAS**, the Parties agree that the COMPANY must fulfill its obligations under this Agreement in order for the CITY to pay the Chapter 380 Grant (herein defined); and



WHEREAS, Chapter 380 of the Texas Local Government Code provides statutory authority for granting the economic incentives and administering the Policy provided herein; and

WHEREAS, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

NOW THEREFORE, the CITY and the COMPANY, for and in consideration of the mutual premises and promises contained herein, the receipt and sufficiency thereof is hereby acknowledged, do hereby agree, covenant and contract as set forth below:

I.  
Definitions

- A. **“Business Operations”** refers to the COMPANY’S business operating on the Property.
- B. **“Business Personal Property”** is defined as tangible personal property, materials, supplies, equipment, inventory, fixtures, or other personal property that are attributable to the Business Operations and located at the Premises and to the structures and uses present on the Property subject to ad valorem taxes, and that are not included in the definition of real property is Section 1.04(2) of the Texas Tax Code, as amended.
- C. **“Calendar Year”** means the twelve month period of time that begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of the same numbered year.
- D. **“Chapter 380 Grant”** is defined as the the economic incentive payment further described in Article V, not to exceed the Maximum Grant Amount.
- E. **“Certificate of Occupancy”** means the final certificate of occupancy issued by the City for the Facility.
- F. **“Eligible Property”** is defined as the Property, all real property improvements affixed to the Property and business property located thereon.
- G. **“Facility”** means the approximately 14,795 square foot building, suitable for the Business Operations, constructed on the Property in accordance with the CITY-approved plans, and applicable local, state, and federal regulations, out of which the Business Operations will be conducted.
- H. **“Full-time Employee or FTE”** is defined as an employee or on-site independent contractor of the COMPANY or its tentants or subtentants whose assigned work location is at the Property in the City of Manor and is working at least a thirty (30)-hour work week. An “on-site independent contractor” is a person who regularly performs work on the Property on average of thirty (30) hours per week. Multiple part-time employees shall be the equivalent of one Full-Time Employee so long as the aggregate number of hours regularly worked by the part-time employees counted toward a Full-Time Employee meets or exceeds thirty (30) hours per week on average.

(2)

- I. **“Grant Criteria”** is defined as the criteria set forth in Article IV that the COMPANY must meet to receive the Chapter 380 Grant defined in Article V.
- J. **“Maximum Grant Amount”** shall mean the the total amount of payments paid to Company under this Agreement, whether by Sales Tax Rebate, Real Property Tax Rebate, or combination thereof, in the schedule provided in Section V.A.1 herein and in an amount not to exceed \$370,000.00.
- K. **“Ongoing Documentation”** is defined as copies of the following documents for the tax year for which a Chapter 380 Grant is sought: (1) proof of compliance with Section IV.A(2); (2) proof that the COMPANY or its tenants or subtenants whose assigned work location is at the Property has employeeed the number of FTE’s required by this Agreement; (3) proof of payment ad valorem and business personal property taxes; and (4) the 380 Grant Certification described in Article VI. The CITY may reasonably request additional records to support the information shown in the Ongoing Documentation and compliance with the applicable Grant Criteria.
- L. **“Ongoing Grant Criteria”** is defined as the criteria the COMPANY is required to meet for payment of Chapter 380 Grants after Year 1, which are set forth in Section IV.A(2).
- M. **“Premises”** are defined as the real property (land and improvements) located on the Property.
- N. **“Project”** is defined to mean the Facility, together with all other accessory and permitted uses on the Property, upon which the Business Operations will be conducted.
- O. **“Property”** is defined as that certain 0.363 acre tract, being more particularly described in **Exhibit A**.
- P. **“Annual Incentive Payment(s)”** means the quarterly Sales Tax Rebate for the four calendar quarters in each of the three (3) full Calendar Years that follow the first Sales Tax Rebate Payment.
- Q. **“Real Property Improvements”** are defined as improvements to the Property, which shall include the Project and any other buildings, structures or fixtures erected or affixed to land on the Property that are included in the definition of real property set forth in Section 1.04(2), Texas Tax Code as amended.  
  
**“Real Property Tax Rebate”** shall mean the total amount of ad valroem taxes received by the City and paid by the Company for the Property pursuant to Section V.A.1.
- R. **“Real Property Taxes”** shall mean the ad valorem tax assessed on the Eligible Property or a portion thereof, as appropriate, appraised by the Travis Central Appraisal District.
- S. **“Sales Tax”** means, as of the Effective Date, the levied 1.5% sales tax for commercial activity on the Property less the 0.5% sales tax enacted by the City of property tax reduction, equaling a total of 1.0% sales tax.

(3)

- T. **“Sales Tax Rebate”** means the percentage of Sales Tax received by the City and paid to the COMPANY pursuant to Section V.A.1.
- U. **“Threshold Documentation”** is defined as copies of the following documents: (1) proof of compliance with Section IV.A(1); (2) proof that the COMPANY has employeeed the number of FTE’s required by this Agreement; (3) proof that \$3,700,000.00 in Real Property Improvments were constructed on the Property; (4) proof that the Certificate of Occupancy for the Facility and documentation acceptable to the CITY demonstrating that the Facility was installed and completed on the Property, but not later than December 31, 2024; (5) the COMPANY has employeeed the number of FTE’s required by this Agreement; and (6) the 380 Grant Certification described in Section VI.A. The CITY may request additional records to support the information shown in the Threshold Documentation or compliance with this Agreement.
- V. **“Threshold Grant Criteria”** is defined as the criteria the COMPANY is required to meet for payment of Chapter 380 Grants to be paid, which are set forth in Section IV A(1).
- W. **“Year 1”** is defined as the tax year following the date on which the Facility is constructed and completed on the Property, a Certificate of Occupancy is issued for the Facility, and the COMPANY begins Business Operations with the required number of FTE’s.

**II.**

**General Provisions**

- A. The Eligible Property is not in an improvement project financed by tax increment bonds.
- B. The Eligible Property is not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Project is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

**III.**

**Representations and Warranties**

- A. The CITY hereby represents and warrants to the COMPANY that the CITY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary CITY proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the CITY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. The COMPANY hereby represents and warrants to the CITY that the COMPANY has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by the

(4)

COMPANY’s governing body or authority by all actions necessary to bind the Company to his Agreement. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of COMPANY, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity. COMPANY represents and warrants that COMPANY is a registered business in the State of Texas.

**IV.**  
**Performance Criteria**

**A. Grant Criteria.**

1. **Threshold Grant Criteria.** The following events must occur for the COMPANY to receive the Chapter 380 Grant described in Article V:
  - a. The COMPANY constructs at least \$3,700,000.00 in Real Property Improvements on the Property.
  - b. The COMPANY completes and obtains a Certificate of Occupancy for the Facility not later than December 31, 2024.
  - c. The COMPANY commences the Business Operations on the Property and employs at least 15 (fifteen) Full-Time Employees at the Business within 120 (one hundred and twenty) days of obtaining the Certificate of Occupancy.
  - d. The COMPANY is in compliance with Sections IV.B-D.
2. **Ongoing Grant Criteria.** After the first Chapter 380 Grant payment made to the COMPANY, the COMPANY must comply with the following requirements for each year in which the COMPANY seeks a Chapter 380 Grant payment:
  - a. The Facility is continuously open for business during regular business hours and Business Operations are conducted at the Facility.
  - b. Tenants/Subtanants/Occupants of the Business Operations portion of the Property employ the following minimum number of Full Time Employees at the Business:

Year 2 – 20 Full Time Employees (see I above)

Year 3 – 25 Full Time Employees (see I above)
  - c. The COMPANY is in compliance with Section IV.B-D.

- B. The Project shall conform to the applicable building codes, zoning ordinances, plans approved by the jurisdiction issuing permits for the Project, and all other applicable Federal and State Laws, ordinances, and regulations.
- C. The COMPANY shall not allow the ad valorem taxes or business personal property owed to CITY or the Manor Independent School District (hereinafter, the “District”) on any real property or business personal property owned by COMPANY and located within the City of Manor or the District to become delinquent beyond the last day they can be paid without assessment of penalty. Notwithstanding the foregoing the COMPANY may contest and appeal any and all taxes/ad valorem taxes associated with the Property and owed to the

(5)

Property and owed to the District or any other applicable governmental entity, and during such appeal/contest the COMPANY shall not be required to pay taxes/ad valorem taxes associated with the Property to the District or any other applicable governmental entity until such time as the contest/appeal is finally and fully resolved, and in such event the City shall not be required to pay the Chapter 380 Grant until the contest/appeal is finally and fully resolved.

- D. The COMPANY covenants and certifies that the COMPANY does not and will not knowingly and directly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if the COMPANY is convicted of a violation under 8 U.S.C. Section 132(a)(f), the COMPANY shall repay to the CITY the full amount of Chapter 380 Grants made under Article V of this Agreement. Repayment shall be paid within 120 days after the date following an un appealable conviction of the COMPANY, provided, however, the COMPANY shall not be liable for a violation by a subsidiary, affiliate, or franchisee of the COMPANY or by a person with whom the COMPANY contracts including, but not limited to, all tenants and subcontractors.

V.

**Economic Development Grants**

A. **Chapter 380 Grants.**

1. Subject to the terms and of this Agreement, and COMPANY's full and timely performance of, and compliance with, each of the applicable Grant Criteria set forth in Article IV, the CITY agrees to pay to COMPANY the following Chapter 380 Grant commencing in Year 1 and continuing for each subsequent year up to 9 additional years, provided that the Chapter 380 Grant will cease when the Maximum Grant Amount has been reached:
- Year 1: An amount equal to 100% of the Real Property Taxes received by the City on an annual basis and 100% of the Sales Tax received by the City on a quarterly basis.
  - Year 2: An amount equal to 90% of the Real Property Taxes received by the City on an annual basis 90% of the Sales Tax received by the City on a quarterly basis.
  - Year 3: An amount equal to 80% of the Real Property Taxes received by the City on an annual basis 80% of the Sales Tax received by the City on a quarterly basis.
  - Year 4: An amount equal to 70% of the Real Property Taxes received by the City on an annual basis 70% of the Sales Tax received by the City on a quarterly basis.
  - Year 5: An amount equal to 60% of the Real Property Taxes received by the City on an annual basis 60% of the Sales Tax received by the City on a quarterly basis.

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- Year 6: An amount equal to 50% of the Real Property Taxes received by the City on an annual basis 50% of the Sales Tax received by the City on a quarterly basis.
- Year 7: An amount equal to 40% of the Real Property Taxes received by the City on an annual basis 40% of the Sales Tax received by the City on a quarterly basis.
- Year 8: An amount equal to 30% of the Real Property Taxes received by the City on an annual basis 30% of the Sales Tax received by the City on a quarterly basis.
- Year 9: An amount equal to 20% of the Real Property Taxes received by the City on an annual basis 20% of the Sales Tax received by the City on a quarterly basis.
- Year 10: An amount equal to 10% of the Real Property Taxes received by the City on an annual basis 10% of the Sales Tax received by the City on a quarterly basis.

**B. Payment of Annual Chapter 380 Grants**

1. The City shall pay the Real Property Tax Rebate Amount annually and the Sales Tax Rebate quarterly as provided in this Subsection B. To be eligible to receive the Chapter 380 Grant in the years following Year 1, the terms of V.A.1 must be met each year. The COMPANY will not be paid the 380 Grant payment for those tax years in which the Ongoing Grant Criteria are not met.
2. Each year on or before April 30, the COMPANY shall provide the City the Documentation described in Article VII. The City shall pay the Real Property Tax Rebate Amount annually upon the later to occur of: (i) forty-five (45) days following the date the Documentation is received by the City; or (ii) within forty-five (45) days following the date the Real Property Taxes are received by the City and the COMPANY has notified the City that the taxes have been paid; provided that the applicable Grant Criteria as set forth in Article V have been met.
3. After receipt for the Documentation for a particular year, the City shall pay the COMPANY the Sales Tax Rebates for the Calendar Year in which the Documentation was provided; provided that the applicable Grant Criteria as set forth in Article V have been met. The Sales Tax received by the City for the twelve (12) calendar quarters of the three Calendar Years beginning with Year 1 will be deposited and paid out to the COMPANY, in arrears. The City shall pay each respective Quarterly Incentive Payment to the COMPANY on or before the thirtieth (30<sup>th</sup>) day of the month that follows the receipt by the City from the State of Texas of the Sales Tax for the previous calendar quarter within each Calendar Year each year in which the applicable Grant Criteria are met.
4. As a statutory requirement, all payments of Chapter 380 Grants are subject to the CITY's budget and reconciliation procedure.

(7)



- C. **Maintenance of Books and Records.** The CITY shall maintain complete books and records showing ad valorem taxes received by the CITY from the Property, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of COMPANY during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The CITY shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

**VI.**

**Reports, Audits and Inspections**

- A. **Annual Certification and Reports.** The COMPANY shall certify in writing to the CITY that the COMPANY is in compliance with the terms of this Agreement, and shall provide the CITY with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Article IV as follows:
1. **Certification.** COMPANY shall complete and certify a 380 Grant Certification in a form substantially similar to that set forth in **Exhibit B**, which shall include the COMPANY Threshold or Ongoing Documentation, as appropriate. Such Documentation and Certification shall be submitted at the time the COMPANY pays its respective Real Property Taxes.
  2. **FTE Documentation.** The Certification form shall be accompanied by the following minimum reports and records to establish compliance with the minimum FTE requirements set forth in this Agreement:
    - a. A certified payroll list (or functional equivalent for contractors performing services on-site of development) submitted by January 31 of each year which includes a list of all Full-time Equivalent Employees employed by the Employer at the Property during the prior calendar year. The annual employment report must include the following information and must also include a certification verifying that the information provided is true and accurate:
      - i. Name of Reporting Entity
      - ii. Reporting Period
      - iii. Name of Each Employee.
      - iv. Position Title of Each Employee.
      - v. Average Number of Hours Worked Per Week by Each Employee during the Reporting Period.
      - vi. Actual Taxable Compensation Paid to Each Full-Time Employee during the Reporting Period (amount that will be reported in Box 1 of IRS Form W2 Wage & Tax Statement and/or 1099, as appropriate)

3. **Sales Tax Reports.** The COMPANY shall provide or cause to be provided to the City any required permission to access information filed with the State of Texas related to sales taxes collected and remitted to the State of Texas by the COMPANY on the Property promptly upon request by the City to allow the City to verify the amount of Sales Tax Rebate to be paid to the COMPANY under this Agreement. The City shall not be required to pay the Sales Tax Rebate until the City has received all permissions required to access such information, and the Sales Tax Rebate shall be calculated solely on sales tax receipts that can be verified based on records held by the State of Texas.
  4. **Additional Reports.** The, COMPANY shall furnish CITY any additional records and information reasonably requested to support the Grant Criteria and the reports required by this Agreement. The COMPANY shall further furnish the CITY with copies of or access to additional information reasonably required to verify the information set forth in the Threshold or Ongoing Documentation.
- B. **Right to Audit Books and Records.** CITY shall have the right to audit the books and records of the COMPANY related to the Eligible Property. CITY shall notify the COMPANY in advance in writing of their intent to audit in order to allow the COMPANY, as applicable, adequate time to make such books and records available (in no event shall the COMPANY, as applicable, have less than five (5) business in order to make such books and records available).
- C. **Inspection.** At all times throughout the term of this Agreement, CITY shall have reasonable access to the Property upon providing at least 48 hours' written notice to the COMPANY for the purpose of inspecting the Property to ensure that the Facility is designed, constructed and installed in accordance with the terms of this Agreement. Notwithstanding the foregoing, the CITY's inspection of the Property shall not interfere with the operation of the Property.

**VII.**  
**Breach**

- A. **Breach.** A breach of this Agreement may result in termination or modification of this Agreement as provided herein. The following conditions shall constitute a breach of this Agreement:
1. The Company fails to meet the performance criteria as specified in Article IV above for a period of two consecutive grant years.
  2. The Company falsely certifies that the performance criteria in the Threshold Documentation submitted to the CITY under Article VI has been met.
  3. CITY fails to timely make payments to the COMPANY under the terms of this Agreement.

- B. **Notice of Breach.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("**Cure Period**"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously pursue a cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous pursuit of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties in writing (such agreement not to be unreasonably withheld). If a default is not cured within the applicable Cure Period, or any extension of the cure period described herein, then the non-defaulting Party may terminate this Agreement, pursue the remedies set forth in this Agreement, as well as any other remedies available in equity or law.
- C. **Repayment of Chapter 380 Grants.**
- In the event that the COMPANY commits a breach of this Agreement according to Section VII.A(2), the COMPANY shall pay back to the CITY the Chapter 380 Grant for the tax year for which false certification was submitted within thirty (30) days of written demand by the CITY. There shall be no repayment obligation for any certification later determined to be substantively incorrect if COMPANY relies in good faith on information received from third parties, including tenants and subtenants, as long as Company uses proper and reasonable due diligence and professional methods in collecting such information.
- D. **Tax Lien Not Impaired.** It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, "property" refers to the Premises and Eligible Property described herein.
- E. **Limitations on Liability.** The CITY shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the CITY shall be limited to amounts recoverable under §271.153 of the Texas Local Government Code. The parties agree that this Agreement shall not be interpreted as or otherwise claimed to be a waiver of sovereignty or governmental immunity on the part of the CITY.

- F. **Personal Liability of Public Officials; No Debt Created.** No employee of the CITY, nor any councilmember or agent of the CITY, shall be personally responsible for any liability arising under or growing out of this Agreement. The Chapter 380 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by the CITY. Under no circumstances shall the CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

### VIII.

#### **Indemnification**

COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO COMPANY'S ACTIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO COMPANY OR COMPANY'S AFFILIATE'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF COMPANY OR COMPANY'S AFFILIATE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF COMPANY OR COMPANY'S AFFILIATE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. COMPANY SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, RELATED TO OR ARISING OUT OF COMPANY OR COMPANY'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT COMPANY'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL NOT BE AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY,

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DEATH, OR DAMAGE. COMPANY FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE COMPANY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

IX.  
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

COMPANY: Davis Capital Investments, LLC  
Attn: Mr. Eric Davis  
P.O. Box 248  
Manor, Texas 78653

With a copy to: Mr. Rex G. Baker III  
Baker & Robertson  
171 Benney Lane, Bldg. II, Suite 100  
P.O. Box 718  
Dripping Springs, Texas 78620  
rexbaker@bakerattorneys.com

CITY: City of Manor  
Attn: Economic Development Director  
105 E. Eggleston Street  
Manor, TX 78653  
sjones@manortx.gov

With a copy to: Ms. Paige Saenz  
The Knight Law Firm, LLP  
223 W. Anderson, Suite A-105  
Austin, TX 78752  
Paige@cityattorneytexas.com

**X.****City Council Authorization**

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or his designee to execute this Agreement on behalf of the CITY.

**XI.****Severability**

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**XII.****Estoppel Certificate**

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of COMPANY, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

**XIII.****Standing**

COMPANY, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and COMPANY shall be entitled to intervene in said litigation.

**XIV.****Applicable Law**

This Agreement shall be construed under the laws of the State of Texas without regarding to its conflict of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Travis County, Texas. This Agreement is performable in Travis County, Texas.

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**XV.**  
**Force Majeure**

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the requirements of this Agreement is delayed by reason of war, Act of God, fire, pandemic, material or labor shortage, strike, civil unrest, governmental action, or any other reason beyond the reasonably control of the respective party, or other casualty or event of a similar nature.

**XVI.**  
**No Other Agreement**

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

**XVII.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XVIII.**  
**Successors and Assigns; Independent Contractor Status**

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

Company 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. This Agreement does not create a partnership nor employment relationship with the City.

**XIX.**  
**Counterparts**

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

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**XX.****No Third-Party Beneficiaries**

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or the COMPANY; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or the COMPANY.

**XXI.****Remedies**

Except as provided in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

**XXII.****Term and Termination****A. Term.**

Unless terminated earlier as provided herein, this Agreement shall terminate upon the earliest occurrence of any one or more of the following: (1) the written agreement of the Parties; or (2) The Agreement's Expiration Date. The Expiration Date shall be the date that the Maximum Grant Amount is paid to COMPANY; provided that the following shall survive termination of this Agreement for any reason: ; Article III; Article V; Article VI.B; Article VII; Article VIII; Article XIII, Article XIV, Article XV, Article XVI, Article XVIII, Article XX, and Article XXI.

**B. Termination.**

During the term of this Agreement, should the COMPANY commit a breach of this Agreement according to the Sections VII.A(1) or (2), the CITY may terminate this Agreement, subject to Section VII.B. In addition, the CITY may terminate the Agreement in the event that the COMPANY fails to obtain a Certificate of Occupancy for the Project by December 31, 2024 by giving thirty (30) days' written notice to the COMPANY.

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**XXVII.**  
**Statutory Verifications**

- A. In accordance with Chapter 2270, Texas Government Code, the CITY may not enter into a contract with a COMPANY for goods and services unless the contract contains a written verification from the COMPANY that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the COMPANY verifies that the COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement.
- B. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the COMPANY represents that the COMPANY and all wholly owned subsidiary, majority-owned subsidiary, parent COMPANY and affiliates of COMPANY do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the COMPANY represents that the COMPANY and all wholly owned subsidiary, majority-owned subsidiary, parent COMPANY and affiliates of COMPANY do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase “Discriminates Against a Firearm Entity or Firearm Trade Association” as used in this paragraph have the meanings assigned to the phrase “Discriminate Against a Firearm Entity or Firearm Trade Association” in Section 2274.001(3) of the Texas Government Code, as amended.
- C. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the COMPANY represents that neither the COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy COMPANY” in Section 809.001 of the Texas Government Code, as amended.
- D. 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, COMPANY represents that COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY is a COMPANY listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, COMPANY represents that COMPANY nor any wholly owned subsidiary, majority-owned subsidiary, parent COMPANY or affiliate of COMPANY is a COMPANY listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

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- E. 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.

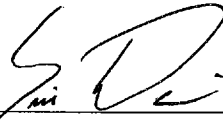
**XXVIII.**  
**Effective Date**

This Agreement shall be effective on April 5, 2023 (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

**DAVIS CAPITAL INVESTMENTS, LLC**

By:



SIGNATURE

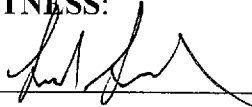
Eric Davis, Its Manager

TYPED OR PRINTED TITLE

3/20/23

DATE

WITNESS:



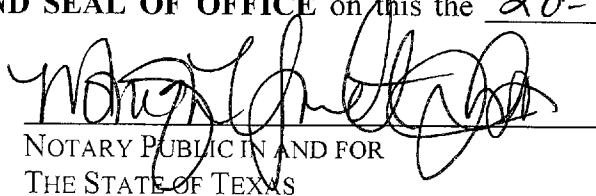
THE STATE OF TEXAS  
COUNTY OF TRAVIS

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§

**Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Eric Davis, known to me (or proved to me on the oath of \_\_\_\_\_ or through license (TX) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **Davis Capital Investments, LLC**, a Texas corporation such entity duly authorized to do business in the State of Texas, and as the \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

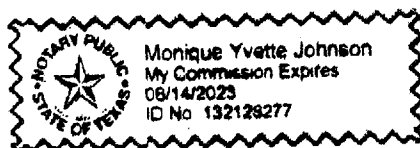
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20<sup>th</sup> day of March, 2023.



NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

08/14/2023  
MY COMMISSION EXPIRES:

Monique Yvette Johnson  
NOTARY'S PRINTED NAME



(17)

CITY OF MANOR, TEXAS

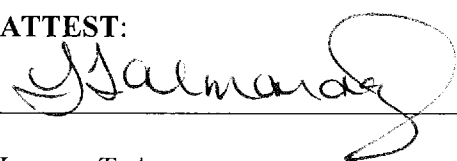
By: 

Dr. Christopher Harvey

Mayor

Date: 4-5-2023

ATTEST:



LLUVIA T. ALMARAZ

CITY SECRETARY

APPROVED AS TO FORM:

By: 

VERONICA RIVERA

ASSISTANT CITY ATTORNEY

Date: 4-5-2023

THE STATE OF TEXAS

§  
§  
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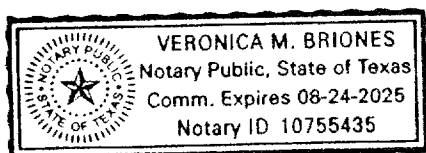
COUNTY OF TRAVIS

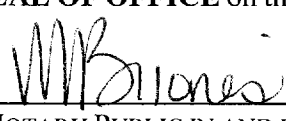
CITY OF MANOR, TEXAS

Acknowledgment

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dr. Christopher Havey, Mayor known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF MANOR, TEXAS**, a municipal corporation of Travis and Travis Counties, Texas, and as the Mayor thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 5<sup>th</sup> day of April, 2023.


08-24-2025  
 MY COMMISSION EXPIRES:

  
 NOTARY PUBLIC IN AND FOR  
 THE STATE OF TEXAS

Veronica M. Briones  
 NOTARY'S PRINTED NAME

(19)



**EXHIBIT A****The Property**

**0.363 Acres, more or less, comprised of the following parcels:**

- Parcel 1 – LOTS 11-14 & E ½ of Lot 15, BLK 29, TOWN OF MANOR, according the map or plat thereof as recorded in Volume V, Page 796, of the Plat Records of Travis County, Texas, being approximately 0.2970 acres; and,**
- Parcel 2 – West ½ of Lot 15 & East ½ of Lot 16, BLK 29, TOWN OF MANOR, according the map or plat thereof as recorded in Volume V Page 796, of the Plat Records of Travis County, Texas, being approximately 0.0660 acres.**

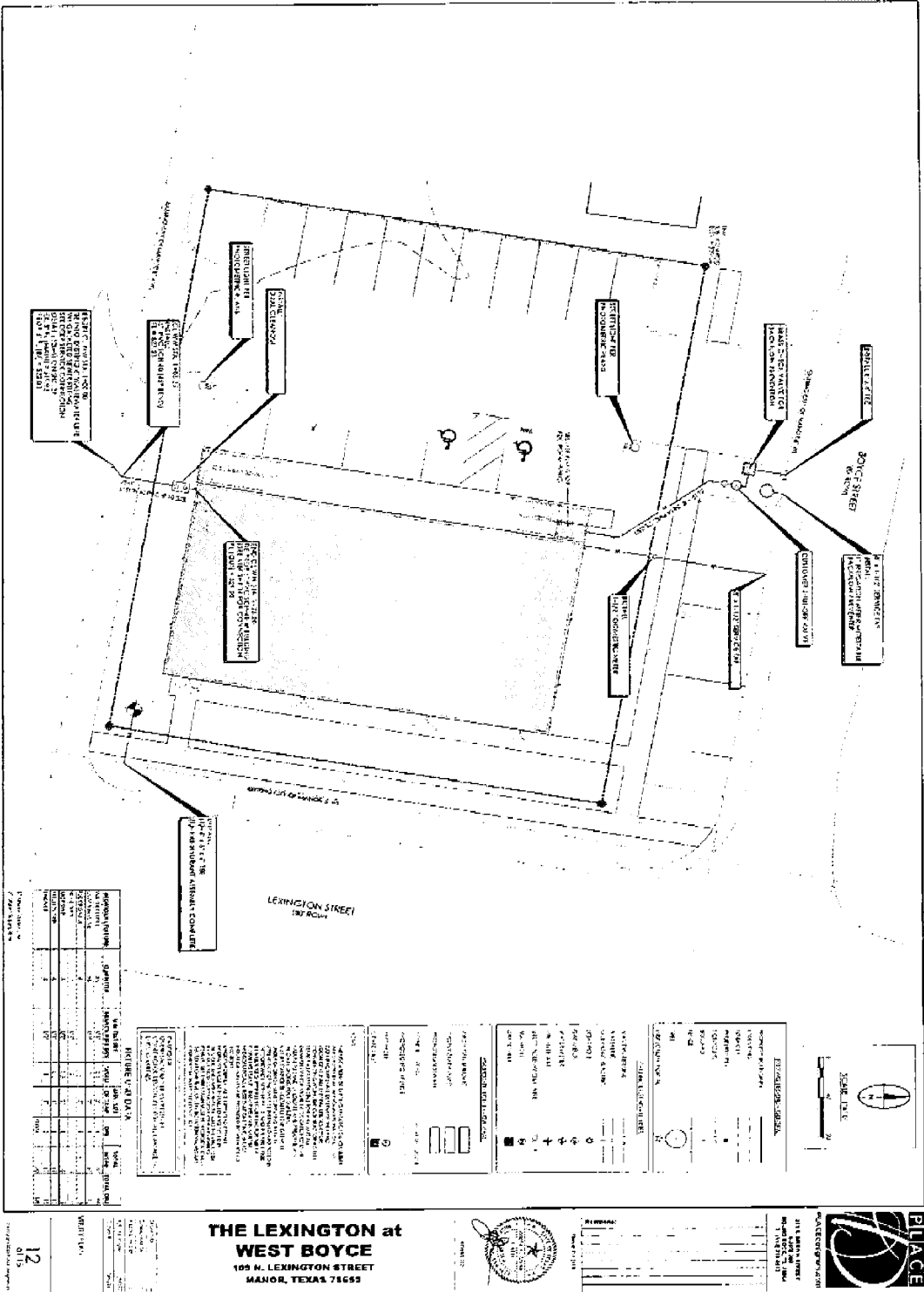


EXHIBIT B

CITY OF MANOR  
CHAPTER 380 AGREEMENT (THE “AGREEMENT”) GRANT REPORT FORM

Chapter 380 Grant Certification

**PROJECT STATUS – THRESHOLD GRANT CRITERIA** (provide in Year 1 only)

Certificate of Occupancy for the Project issued \_\_\_\_\_.

Business Operations commenced on \_\_\_\_\_.

Provide documentation of expenditure of at least \$3,700,000.00 in Real Property Improvements on the Property

Documentation acceptable to the City establishing the number of FTE’s employed at the Facility by the COMPANY.

**Please provide each of the following documents as an attachment to this Certification:**

- ☐ Proof of payment of the ad valorem and business personal property taxes.
- ☐ Documentation acceptable to the City establishing the number of FTE’s employed at the Facility by the COMPANY.

**CERTIFICATION**

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Chapter 380 Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Manor. I further certify that to the best of my knowledge and belief, I am have met the requirements of the Threshold Grant Criteria, as that terms is defined in the Agreement applicable to the RESTAURANT.

_____	_____
Printed Name and Title of Certifying Officer	Signature of Certifying Officer
_____	_____
Date	Telephone Number
	Email Address

NOTE: This Chapter 380 Grant Certification shall be filed with the City prior to the payment of the Chapter 380 Grant.

AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Matthew Woodard, Director of Public Works  
**DEPARTMENT:** Public Works

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a construction agreement for Ring Drive sidewalk installation.

**BACKGROUND/SUMMARY:**

The Public Works staff has identified a couple of areas along Ring Drive that are in need of sidewalks to allow pedestrians a safer path to travel and not walk on unimproved surfaces as shown in the photos included with this summary form. These proposed improvements will connect 270 feet by 8-foot (width) sidewalk along Ring Drive to connect to the existing sidewalks between FM973 and the Manor Prose Apartments on the south side of the street. This project would also complete 509 feet by 5-foot (width) sidewalk along Ring Drive to existing sidewalks between FM973 and Walmart. Three contractors submitted proposals, and Forsythe Brothers Infrastructure was the lowest bid at \$63,600.00. Other proposals ranged from \$116,000.00 to \$122,000.00. Approving this agreement will allow staff to proceed with the project.

**LEGAL REVIEW:** Yes, Deron Henry, Associate Attorney  
**FISCAL IMPACT:** Yes- Funding available in the 2023 Certificate of Obligation Bonds  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Construction Agreement
- Scope of Work
- Forsythe Brothers Infrastructure, LLC Bid Proposal
- Sidewalk map

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council approve the Construction Agreement with Forsythe Brothers Infrastructure LLC for the installation of sidewalks on Ring Drive and FM973 to Walmart and authorize the City Manager to execute the Construction Agreement in an amount not to exceed \$63,600.00.

## CONSTRUCTION AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF TRAVIS

§

§

**THIS CONSTRUCTION AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the **City of Manor, Texas**, a home-rule city and municipal corporation (hereinafter referred to as the “City”), and **Forsythe Brothers Infrastructure, LLC** (hereinafter referred to as “Contractor”). The Contractor and the City and the Contractor may be at times referred to as the “Parties”.

**NOW, THEREFORE**, in consideration of the promises, mutual terms, conditions and covenants of this Agreement and the accompanying documents between Owner and Contractor and for and in consideration of payments as set forth therein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor hereby agrees to commence and complete the following project as more specifically described in the Scope of Work attached hereto and incorporated herein as if fully set forth as **Exhibit “A”**, consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to construct and complete the project together with any and all extra work as described in the Scope of Work, and other drawings, maps, plans, specifications and printed or written explanatory matter thereof, all as approved by the City, all of which are made a part hereof, incorporated into this Agreement, and collectively evidence and constitute the entire Agreement (collectively, the “Scope of Work”).
2. **Controlling Document.** Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the terms conditions in the 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.
3. **Term.** This Agreement shall be for a term beginning and ending as indicated on the Scope of Work.
4. **Waiver.** Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.
5. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor from available funds for satisfactory performance of this Agreement in the amounts and manner indicated on the Scope of Work, provided that the total amount for services under this Agreement shall not exceed Sixty Three Thousand and Six Hundred Dollars (\$63,600.00), subject to proper additions and deductions, and Owner agrees to make payments on account thereof as provided therein. Any increases in Compensation must be detailed in an amendment to this Agreement and are 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. Payment in full by the City to Contractor shall be made subject to Contractor submitting an affidavit that all bills have been paid in a form acceptable to the City.

6. Time is of the Essence. Contractor agrees that time is of the essence in this Agreement and for each calendar day of delay beyond the time established for completion of the work specified in the Scope of Work, the City may withhold from Contractor's compensation the sum of One Thousand Dollars (\$1000.00) as stipulated damages for the delay.

7. 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.

8. 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.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless the City and its officers, agents 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."

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. Although drawn by the City, both Parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

13. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Travis County, Texas.

14. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.

15. 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:  
 Forsythe Brothers Infrastructure, LLC  
 P.O. Box 116  
 Manor, Texas 78653

With a copy to:  
 The Knight Law Firm, LLP  
 Attn: Paige Saenz  
 223 West Anderson Lane, Suite A-105  
 Austin, TX 78752

16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

17. Compliance. Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the City's ordinances and guidelines applicable to the services to be performed under this Agreement and good engineering practices.

18. 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.

19. 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.

20. 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.

21. 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).

22. 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 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.

23. 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.

24. 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.

25. Insurance

A. Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

B. Business automotive liability coverage for all owned, hired and non-owned automobiles, with limits of not less than \$1,000,000.00 combined single limit. These limits can be met by a combination of primary and umbrella insurance.

*[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 it appears above.

**CITY:**  
**THE CITY OF MANOR, TEXAS**

**CONTRACTOR:**  
**Forsythe Brothers Infrastructure, LLC**

\_\_\_\_\_  
Scott Moore, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lluvia T. Almaraz, TMRC  
City Secretary

**Exhibit “A”**  
**Scope of Work**  
**(SEE ATTACHED)**

AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administrative

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an ordinance for the purpose of amending the City Council Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedure.

**BACKGROUND/SUMMARY:**

The City of Manor is considering the adoption of updated Rules of Procedure to govern the conduct of City Council meetings. These updates aim to enhance decorum, regulate public comments, and ensure the orderly and efficient transaction of City business. The ordinance also extends certain provisions, including Rules of Decorum, to meetings of City boards, commissions, and committees.

**LEGAL REVIEW:** Yes, Shruti Vanaparthi, Assistant City Attorney  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Ordinance No. 771
- Exhibit - Rules of Procedure

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve Ordinance No. 771 for the purpose of amending the City Council Rules of Procedure to Govern the Conduct of City Council Meetings; Amending Section 1.04.002 of the Manor Code of Ordinances to Refer to the new Rules of Procedure.

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## ORDINANCE NO. 771

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, FOR THE PURPOSE OF AMENDING RULES OF PROCEDURE TO GOVERN THE CONDUCT OF CITY COUNCIL MEETINGS; AMENDING SECTION 1.04.002 OF THE MANOR CODE OF ORDINANCES TO REFER TO THE NEW RULES OF PROCEDURE; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City Council of the City of Manor, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

**Whereas**, the City Council wishes to amend the rules of procedure governing decorum and public comments to promote the meetings being run in an orderly manner and to regulate conduct that will disrupt the meeting and ability of the Council to attend to the business of the City.

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

**Section 1. Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**Section 2. Adoption of Rules of Council.** The City Council hereby adopts the amended City of Manor Rules of Procedure as set forth in **Exhibit A**. The last sentence of Section 1.04.002 of the City of Manor Code of Ordinances is hereby amended to read as follows: “The city council hereby adopts the City of Manor Rules of Procedure set forth in Exhibit A to Ordinance No. 771 on file in the office of the city secretary.”

**Section 3. Applicability to Boards, Commissions, and Committees.** Section 4.05 (Rules of Decorum) shall apply to meetings conducted by City of Manor boards, commissions, and committees. References to “City Council” or “Council member” shall be replaced with the name of the applicable board, commission, or committee, or its member, as appropriate.

**Section 4. Conflicting Ordinances.** Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended 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.** 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 City Council Rules of Procedure 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.



**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, Texas Government Code Chapter 552.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of December 2024.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Dr. Christopher Harvey  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

**Exhibit “A”  
Rules of Procedure**



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# **CITY COUNCIL RULES OF PROCEDURE**

**As Adopted by Ordinance No. 516 Effective  
May 2, 2018**

**Amended by Ordinance No. 598 Effective  
December 16, 2020**

**Amended by Ordinance No. 626 Effective  
November 3, 2021**

**Amended by Ordinance No. 631 Effective  
November 17, 2021**

**Amended by Ordinance No. 644 Effective  
April 20, 2022**

**Amended by Ordinance No. 662 Effective  
July 20, 2022**

**Amended by Ordinance No. 686  
Effective February 6, 2023**

**Amended by Ordinance No. 691**  
**Effective February 15, 2023**

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## Section 1 – GENERAL

Parliamentary law and the rules of procedure derived from such law are essential to all deliberative organizations so that they may consider all matters before them in an effective and efficient manner and produce results that are legal and binding. Moreover, such procedural safeguards ensure due process during deliberations among members of the organization while at the same time protecting the rights of both the group and each member. Accordingly, these rules of procedure establish guidelines to be followed by all persons attending City Council meetings, including members of the City Council, administrative staff, news media, citizens and visitors.

## Section 2 – AUTHORITY

The City Charter of Manor, Texas [Adopted: August 15, 2007; Amended: May 9, 2015, and Amended: November 3, 2020] provides in Article III (City Council Judge of its Members), Section 3.04. (Rule of Procedure) that “The Council shall by ordinance determine its own rules and order of business.” Thus, these rules of procedure are established. In the event of any conflict between the City Charter and these rules of procedure, the City Charter shall prevail.

The parliamentary reference for the City Council is the most recent edition of *Robert’s Rules of Order Newly Revised* (RONR). When any issue concerning procedure arises that is not covered by the Rules of Procedure, the City Charter or State law, the Council will refer to RONR, which shall generally determine such procedural issue. [www.robertsrules.com](http://www.robertsrules.com).

## Section 3 – MEETINGS

The City Council shall follow both the letter and the spirit of the Texas Open Meetings Act.

### 3.01. Regular Meetings.

The City Council shall conduct regular meetings generally on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Wednesdays of each month. All regular meetings shall normally be scheduled to begin at 7:00 p.m. at City Hall and are open to the public.

### 3.02. Special Meetings.

In accordance with Section 3.07 (Meetings) of the City Charter, “special meetings may be scheduled and held as the council deems necessary to transact the business of the city.” Special meetings are open to the public.

### 3.03. Workshop Sessions.

~~3.04.~~ Workshop sessions may be scheduled by the Mayor, a majority of Council Members or by the City Manager. They are normally conducted prior to regular or special meetings but may also be conducted at other times as well. Their purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by council during these sessions, but workshops shall be posted and are open to the public. There are no public comments during the workshop sessions. The City Council may suspend the application of this rule during a workshop session by majority vote of those members present and voting and take action on any item posted on the workshop agenda.



**3.05.3.04. Executive Sessions.**

The City Council may meet in executive session under the provisions of the Texas Open Meetings Act. No vote shall be taken in an executive session on any matter under consideration nor shall any Council Member enter into a commitment with another respecting a vote to be taken subsequently in an open meeting of the City Council.

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**3.06.3.05. Public Hearings.**

Public Hearings may be scheduled to present evidence on both sides of issue(s). Some Public Hearings are required by state law such as approving an annual budget and setting a tax rate. Others are conducted voluntarily to obtain a full range of citizen input on important matters, such as a proposed bond issue. Public Hearings may be scheduled as part of a Regular Meeting or on other occasions as necessary.

**3.07.3.06. Town Hall Meetings.**

Town Hall Meetings may be scheduled periodically for the purpose of open discussion with citizens of Manor on specific issues or general matters regarding the activities of the City. Action may not be taken by the City Council at a Town Hall Meeting. If any action is indicated, the matter will be scheduled as an agenda item at a regular meeting of the City Council. Any citizen may participate in a Town Hall Meeting, and there is no requirement to sign up to speak prior to the meeting. Town Hall Meetings will be posted according to the Texas Open Meetings Act.

**3.08.3.07. Public Notice.**

The agenda for all meetings and the notice listing items to be considered shall be posted by the City Secretary on the City's website and on the bulletin board at City Hall in accordance with the Texas Open Meetings Act [Chapter 551, Texas Government Code].

**3.09.3.08. Quorum and Attendance.**

In accordance with Section 3.06 (Quorum and Attendance) of the City Charter, "Four members of the council shall constitute a quorum for transacting business and no action of the council shall be valid or binding unless taken in an open meeting with a quorum present. Less than a quorum may adjourn any meeting, or order and compel the attendance of absent members. It shall be the duty of each member of the council to attend each regular and special council meeting and the failure of any member to attend three consecutive, regular meetings, without good and sufficient cause, shall constitute misconduct in office." [See section 5.05 Excusal from Attendance].

### **3.10-3.09. City Manager Participation.**

The City Manager shall attend all meetings of the City Council except when excused by the City Council. The City Manager may make recommendations to the City Council and shall have the right to take part in all discussions but shall not have a vote.

### **3.10. City Attorney Participation.**

The City Attorney, or designated assistant City Attorney, shall attend the meetings of the City Council upon request by the City Manager to advise the City Council on all legal matters and represent the City in all litigation (except where outside counsel is engaged) and other legal matters.

### **3.11. City Secretary Participation.**

The City Secretary shall attend each meeting of the City Council and shall keep, in a record provided for that purpose, accurate minutes of the City Council's proceedings.

### **3.12. City Department Directors Participation.**

The City staff department heads shall attend the second regular meeting of each month to respond to inquiries made by the City Council on departmental monthly reports unless excused by the City Manager. The City Council may request the presence of specific department heads or staff members, through the City Manager, for other meetings or sessions.

### **3.13. Agenda.**

- a. The Mayor, Council Members, City Manager, City Department Directors, City Attorney, and the City Secretary may place items on the agenda. Agenda items shall be submitted in written form to the City Secretary in accordance with subsection (b). The City Secretary will coordinate the placement of items on the agenda with the City Manager who will resolve any conflicts with Mayor and Council Members. Agenda items may be removed only by the Mayor and City Manager, except agenda items requested by City Council.
- b. Agenda items, including any necessary or applicable supporting documents and materials to be included in agenda packets, shall be submitted in written form to the City Secretary in accordance with this section and in order to allow compliance with the Texas Open Meetings Act 72-hour notice provision. Agenda items and presentations are due on or before the ~~Wednesday~~Monday of the week preceding the next scheduled City Council meeting.
- c. The City Secretary shall submit a draft agenda to the City Manager ~~and the Mayor~~ on or before the Tuesday of the week preceding the next scheduled City Council meeting for review and revision.

- d. The agenda packets for all regular and special meetings will be delivered via email to the Mayor and Council Members on the Friday preceding the following Wednesday meeting.

#### **3.14. Minutes.**

Minutes of City Council meetings will be recorded and maintained by the City Secretary. The Minutes will include final motions with voting results. The Minutes will also reflect the names of those citizens presenting public comments. Minutes of meetings will generally be submitted to the City Council for approval at the next regularly scheduled meeting.

#### **3.15. Attendance by the Public.**

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act.

#### **3.16. City Legislation and Actions of Significant Public Impact and Concern.**

Any action or ordinance of the City of Manor that falls into the following three categories is considered an action of significant public impact and concern:

- a. Any action or ordinance that criminalizes behavior or creates criminal liability.
- b. Any action or ordinance that has a substantial impact on private property rights.
- c. Any action or ordinance that involves the expenditure of more than three hundred thousand dollars (\$300,000) and that is not a recurring expense or renewal of an expense.

The City Council shall not vote on any action of significant public impact and concern unless and until it has been presented and discussed in at least two Council meetings, which occur within a 60-day period, except as provided in Section 10.

### **Section 4 - STANDARDS OF CONDUCT**

#### **4.01. Council Members.**

- a. During City Council meetings, Council Members shall assist in preserving order and decorum and shall neither by conversation or other activity delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the City Council.
- b. A Council Member desiring to speak shall address the Chair and, upon recognition by the presiding officer, shall confine his/her discussion to the question under debate and avoid discussion of personalities, the use of inappropriate language, making personal attacks, and verbally abusing colleagues or anyone else in attendance.

- c. Council Members may question City staff members during meetings when they are making presentations to the City Council. Council Members shall neither berate nor admonish City staff members. Questions to other City staff members who are not making presentations should first be directed to the City Manager who will then ask the appropriate City staff member to respond, or the City Manager may address the question.
- d. A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer. If a Council Member is called to order while speaking, that member shall cease speaking immediately until the question of order is determined.
- e. Council Members shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the City Council.
- f. When there is more than one speaker on the same subject, Council Members will delay their subsequent comments until after all speakers on the subject have been heard.

#### **4.02. Council Relations with the Media.**

All City press releases, media advisories, story suggestions, or similar items should go through the City Manager's office for distribution, with exception of factual police department bulletins which designated officers may send directly to the City Manager, with a copy to the City Secretary.

#### **4.03. City Staff.**

- a. Members of the City staff and employees of the City shall observe the same [Council Rules of Procedures](#) and decorum applicable to members of the City Council.
- b. Although the presiding officer has the authority to preserve decorum in meetings, the City Manager also is responsible for the orderly conduct and decorum of all City staff members under the City Manager's direction and control.
- c. The City Manager shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City staff members in City Council meetings.
- d. All staff members addressing the City Council, including the City Manager, other staff members, or members of the public shall be recognized by the presiding officer and shall limit their remarks to the matter under discussion.
- e. All remarks and questions addressed to the City Council by staff members shall be addressed to the City Council as a whole and not to any individual member.



#### 4.04. Members of the Public

- a. Members of the Public are invited to attend all open meetings of the City Council and will be admitted to the Council Chambers or other room(s) in which the City Council is meeting, but not to exceed the fire safety capacity of the room(s). All members of the public attending and/or speaking at a City Council Meeting are required to abide by the Council Rules of Procedure.
- b. City Council Meetings are conducted for the official business of the City Council. Members of the public attending City Council meetings shall observe the same rules of civility, decorum and respectful conduct applicable to members of the City Council. To ensure meetings are conducted in a professional and courteous manner which enables the order conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and, when allowed, to participate without disruption or fear of intimidation, threats or hostility.
- c. All persons shall remove hats and all individuals shall refrain from private conversations in the chambers while the City Council is in session.
- d. Members of the public desiring to address the City Council shall be recognized by the Chair and shall state his or her name and address in an audible tone for the record and shall limit his or her remarks to an agenda item.
- e. The public has the right to criticize policies, procedure, programs or services of the City or of the actions or omission of the City Council or City staff. A member of the public addressing the City Council shall not engage in any disorderly conduct which disrupts the orderly conduct of any City Council meeting. The ~~Chair~~Chair may rule a public speaker out of order and in violation of the Council Rules of Procedure if: (a) the speaker ~~is speaking beyond the~~exceeds allocated time limit and refuses to yield the floor; (b) the speaker's remarks are not relevant to an agenda item or City business or affairs; (c) the speaker repeatedly interrupts a Council Member; (d) the speaker's remarks are disruptive so as to disturb the peace and good order of the meeting, through use of, without limitation, loud, threatening, hostile, abusive, vulgar or obscene language, racial or ethnic slurs directed any person or group of persons, or any other actions that disturb or are calculated to disturb the meeting; (e) the speaker engages in any conduct with the intent to break up the meeting of the City Council or urges other to commit acts or engage in conduct to break up the meeting, including unreasonably loud and prolonged yelling, screaming, clapping or noise-creating acts which render it impossible or difficult for the City Council to conduct or continue with the meeting; or (f) the speaker willfully refuses or fails to comply with any Council Rules of Procedure or with any reasonable order of the Chair. Any action taken by the Chair shall be in accordance with the Rules of Decorum.
- f. Reactions from the audience following the recognition and rewarding of citizens and special guests is considered appropriate and encouraged. Reactions from the audience during staff presentations to the Council and during debate between Council Members are not appropriate and not permitted. The presiding officer will ensure that the decorum of the meeting is maintained and is appropriate.
- g. No placards, banners, signs, demonstrations, or activities which disturb the peace and good order of the meeting will be permitted in the Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted.

- h. Members of the Public attending Council meetings are not allowed to bring food or drink into the Council Chamber or into any other room in which the City Council is meeting.

#### **4.05. Rules of Decorum**

a. Disturbances, transgressions of rules, or disorderly conduct during Council meetings may result in the removal of the offending individual from the meeting. The presiding officer is responsible for maintaining order and may take the following actions in ascending order:

- (1) The presiding officer will call the person to order, advising them of the specific infraction.
- (2) If the disruption continues, the presiding officer will inform the individual that the violation must cease immediately, or they will be required to leave the meeting room.
- (3) If the disruption persists, the presiding officer may order the person to leave the meeting room. If the offending individual is a Council member, the presiding officer will call for a vote on their expulsion from the meeting, which requires a majority vote for adoption.

b. If the person does not comply with the removal order, the presiding officer may direct a peace officer to remove the individual from the meeting room. It is unlawful for any person to resist removal by a peace officer enforcing these rules.

c. The Chief of Police, or a designated member of the Manor police department, shall serve as the sergeant-at-arms for the meeting. The sergeant-at-arms will carry out the orders of the presiding officer and may remove individuals who violate the rules and decorum of the meeting.

d. Any person violating these rules may be subject to a misdemeanor charge and a fine of up to \$500, as provided in Section 1.01.009 of the Manor City Code, upon conviction.

#### **4.06. Recording of Meetings.**

Operation of equipment, such as tape recorders, video cameras, or other mechanism of audio and/or video recording is limited to the area designated for recording equipment that is established by the City Council from time to time.

#### **4.07. Enforcement.**

- a. The sergeant-at-arms (Manor Police Officer) attending the City Council meetings, shall ensure that a safe environment exists for the City Council to conduct its meetings and shall furnish whatever assistance is needed to enforce the Council Rules of Procedure of the City Council.
- b. The Chair shall have the authority to preserve order at all City Council meetings and enforce the Council Rules of Procedure, including the authority to revoke the permission granted to any individual to speak if such individual is disruptive or does

not adhere to Council Rules of Procedure, to remove or cause the removal of any person from any meeting of the City Council for disorderly conduct, and to exclude a person from returning to that same meeting from which the individual was removed.

- c. If the Chair determines that the Council Rules of Procedure are not being followed, one warning will be given to the individual(s). If the Council Rules of Procedure continue to be violated after one warning, the Chair may revoke the individual's speaking privileges and may remove, or cause to be removed by security personnel, the individual from the Council Chamber. Any individual ordered to be removed from a meeting shall be excluded from returning to that meeting from which the individual was removed and shall be barred from further audience before the City Council during that session of the City Council.

## **Section 5 - DUTIES AND PRIVILEGES OF COUNCIL MEMBERS**

### **5.01. Seating Arrangement.**

In meetings where the Council is seated at the dais, the Mayor shall be seated at the center of the dais; the City Manager shall be seated adjacent to the Mayor, Council Members are seated by Place No. 1-6 and City Secretary shall be seated on the table to the right of the dais.

### 5.02. Right of the Floor.

A Council Member desiring to speak must first be recognized by the presiding officer. No Council Member shall address the presiding officer or demand the floor while a vote is being taken.

### 5.03. 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 in the form attached hereto in Annex F disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.

A City Council member prevented from voting by a conflict of interest, shall remove themselves from the dais.

### 5.04. Voting.

- a. In accordance with Section 3.08 (Voting) of the City Charter, “All members of the council present shall vote upon every issue, subject or matter properly before the council and requiring a council vote; provided that, if any member of the council has a conflict of interest, that fact shall be stated in the minutes and such member shall abstain from discussion and voting on the issue. No ordinance, resolution, order, action, matter or issue shall be passed, approved, adopted, taken or consented to except by a majority vote of the members of council present and voting, and not less than four affirmative votes shall be required to pass, approve, adopt, take action on or consent to any ordinance, resolution, action, matter, issue or motion.” Any reference to an action of the City Council requiring a majority vote of the members present and voting shall be subject to the requirement set forth in Section 3.08 of the City Charter that not less than four affirmative votes shall be required to pass, approve, adopt, take action on, or consent to the action.
- b. After the result of a vote is announced, a member may not change a vote unless, before the adjournment of that meeting, permission is given to change the vote by a majority vote of the members present and voting.

- c. A tie vote results in a lost motion. In such an instance, any member of the City Council may offer a motion for further action. If there is not an affirmative vote, the result is no action.

#### **5.05. Excusal from Attendance.**

Council Members are expected to attend meetings and remain in attendance during each meeting. Should a Council Member be unable to attend, the Mayor, City Council, City Manager, and the City Secretary should be notified prior to that meeting and the reason for missing the meeting should be provided. Council absence at special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned shall only be excused by a majority vote of council taken during roll call. A Council Member who fails to give prior notice of their absence at a meeting as required by this section shall be counted as absent without good and sufficient cause. In the event that a City Council member is absent from thirty percent (30%) of all special meetings, workshop meetings, emergency meetings, regular meetings, and committee meetings to which the Council Member is assigned, the City Council may revoke its approval of prior excused absences and deem such absences to be without good and sufficient cause for the purposes of Sections 3.04 and 3.08 of the City Charter. A Council Member may not have excused absences revoked until they have been in office at least six months.

#### **5.06. Excusal During Meetings.**

A Council Member needing to be excused during an ongoing session should advise the presiding officer prior to departing the session.

#### **5.07. Confidential Information**

The City Council shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure official information about any person or entity for the financial benefit or gain of such public servant or any third party. The City Council shall not release confidential, proprietary or privileged information for any purpose other than the performance of official responsibilities. It shall be a defense to any complaint under this section that the release of information serves a legitimate public purpose, as opposed to the private financial or political interest of the public servant or any third party or group. Failure of a member to comply with this Section shall constitute misconduct in office.

### **Section 6 - CHAIR AND DUTIES**

#### **6.01. Chair.**

The Mayor, if present, shall preside as Chair at all meetings of the City Council. In the absence of the Mayor, the Mayor ProTem shall preside. In the absence of both the Mayor and Mayor ProTem, the remaining Council Members shall, in accordance with the City Charter, by election, designate one member as acting Mayor to preside for that session. The term "presiding officer" when used in these Rules of Council shall mean the Chair.

**6.02. Call to Order.**

The sessions of the City Council shall be called to order by the Mayor or, in the Mayor's absence, by the Mayor ProTem or, in the Mayor ProTem's absence, by the acting Mayor. In the absence of both the Mayor and Mayor ProTem, the City Manager will temporarily preside over the meeting until the Council selects an acting Mayor to preside over the meeting.

**6.03. Preservation of Order.**

The Chair shall preserve order and decorum, call upon the sergeant-at-arms as necessary to enforce compliance with the rules, and confine Council Members in debate to the question under discussion. It is the responsibility of the Chair to keep the comments of Council Members on topic during public meetings.

**Section 7 - ORDER OF BUSINESS****7.01. Regular and Special Meetings.**

Regular and special meetings will generally adhere to the following agenda:

- Call to Order and Announce a Quorum is Present
- Invocation
- Pledge of Allegiance
- Presentations/Proclamations/Recognitions/Events (as appropriate)
- Workshop Sessions (as appropriate)
- Non-Agenda Item Public Comments (related to any matter not on the agenda, no action taken)
- Agenda Item Comments (related to matters on the agenda)
- Public Hearings (as appropriate)
- Reports (as appropriate)
- Consent Agenda (may be moved to Regular Agenda by the Mayor or a Council Member)
- Regular Agenda
- Executive Session (as appropriate)
- Reconvene in Open Session (as appropriate)
- Adjournment

The policy and procedure for presentation of an invocation is found in Annex G and incorporated herein.

**7.02. Workshops, Executive Sessions and Town Hall Meetings.**

Workshops and executive sessions will normally be conducted in a less formal manner than regular sessions as follows:

- Call to Order
- Overview of matter(s) to be discussed
- Discussion of matter(s)



- Summation
- Adjournment

Town Hall meetings will generally be conducted in the following agenda:

- Call to Order
- Purpose for the meeting
- City Council or City staff presentation (if any)
- Open discussion (facilitated by the Councilmember calling the Meeting)
- Summation
- Adjournment

#### 7.03. Public Hearings.

The City Manager shall schedule public hearings on the City Council's agenda to be held at least two weeks before the City Council must vote on the matter (unless the law requires otherwise, in which case, Public Hearings shall be conducted as provided by state law). In addition to this requirement, when conducted as part of a Regular Meeting, a vote may be taken on the matter at that same meeting. When a Public Hearing is conducted as a stand-alone meeting and not part of a Regular Meeting, the vote may be taken at a subsequent Regular or Special Meeting.

#### 7.04. Addressing the City Council.

Members of the public are invited and encouraged to attend any sessions of the City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Therefore, public input to the City Council, both oral and written, is encouraged.

##### a. Public Comments.

- (1) Prior to the meeting being called to order, the person wishing to speak shall complete a speaker card and present it to ~~to the designated area prior to the meeting, the City Secretary.~~ Late cards will not be accepted. The presiding officer shall call upon those who have submitted cards. No person shall be permitted to speak on an item unless they previously registered to speak and are recognized by the Chair. When called upon to speak by the presiding officer, the person shall come to the podium, state his/her name and address for the record, and, if speaking for an organization or group, identify the group represented. ***No formal action can be taken by the City Council during the public comments.***

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- (2) Public comments on non-agenda items shall take place during the agenda item entitled "Non-Agenda Item Public Comments". Public comments on agenda items that do not include a public hearing shall take place during the agenda item entitled "Agenda Item Public Comments". Public comments on agenda items that include a public hearing shall take place during the public hearing for that agenda item.

Speakers will have a total of three (3) minutes to complete his or her comments on all non-agenda items. Speakers will have a total of five (5) minutes to complete his or her comment on any non-agenda and agenda items combined. Speakers during public hearings will have a total of two (2) minutes complete his or her comments. The City Council may reduce the time allotted to each speaker for such reasons as the time allocated for the meeting, the number and complexity of agenda items, or the number of persons wishing to address the City Council. A member of the public who addresses the body through a translator shall be given twice the amount of time as a member of the public who does not require the assistance of a translator. The Chair or designee shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete his sentence and take his/her seat.

- (3) All remarks shall be addressed to entire City Council and not directed to individual Council Members or members of the city staff.
- (4) Questions or requests for information shall be directed to the presiding officer who shall then determine whether, and in what manner, a response will be provided.
- (5) During comments regarding agenda items, Council members may request the floor to respond to any citizen comment with information or to ask follow up questions as appropriate. Councilmembers may only direct comments and questions to the speaker and may not take the opportunity to discuss matters among themselves.

**b. Written Correspondence and Telephone Calls.**

- (1) Member of the Public may direct written comments to the individual Council Member by addressing their letter to City Hall at: Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653. The Mayor and each Council Member has an email address listed on the City's website at [www.manortx.gov](http://www.manortx.gov).
- (2) Citizens should expect a timely acknowledgement of their letters and e-mail messages. Telephone calls should be returned in a timely manner, excluding Saturdays, Sundays and official state and national holidays.
- (3) If a matter cannot be resolved within a few days, an interim reply should be expected from City Hall explaining the delay and providing a date when a final reply should be expected.

**c. Media Inquiries.**

- (1) The recognized local media sources may direct questions to members of the City Council through the City Manager.
- (2) Other legitimate regional, state and national media sources are expected to coordinate questions to Council Members and staff through the City Manager.
- (3) All media questions will be initially directed to the City Manager, the Chief of Police, or the Public Information Officer (if one is designated).



**d. Legal Settlements in Regard to Any Claims Against the City.**

All offers for legal settlements for claims or litigation against the City must be submitted in writing.

**Section 8 – RULES OF ORDER**

**8.01. General.**

These rules, consistent with the City Charter and any applicable city ordinance, statute or other legal requirement, shall govern the proceedings of the City Council.

**8.02. Authority of the Chair.**

- a. Subject to appeal of the full City Council, the Chair shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the City Council by ruling any such matter out of order. In so ruling, the Chair shall be courteous and fair and should presume that the moving party is acting in good faith.
- b. The Chair will perform the role of facilitator to assist the City Council in focusing agenda discussions and deliberations.
- c. Any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council present and voting shall require the Chair to act.

**8.03. Obtaining the Floor.**

Any Council Member wishing to speak must first obtain the floor by being recognized by the presiding officer. The presiding officer must recognize any Council Member who seeks the floor appropriately entitled to do so.

**8.04. Council Deliberations and Order of Speakers.**

- a. The presiding officer shall control the debate and the order of speakers.
- b. Speakers shall generally be called upon in the order of their request to speak.
- c. With the concurrence of the presiding officer, a Council Member holding the floor may address a question to another Council Member, the City Manager, or the City Attorney (if present). The Council Member or City Manager may respond while the floor is still held by the Council Member asking the question.
- d. With the concurrence of the presiding officer, a Council Member holding the floor may address questions to an individual making a presentation to the City Council, e.g., city staff member, consultants, and citizens making public comments.
- e. Comments and questions shall be conducted in rounds to ensure that Council Members have the opportunity to make their comments and then respond to the comments they have heard from their fellow Council Members.
- f. The presiding officer shall only terminate deliberations and debate after all Council

Members have been provided a reasonable time and opportunity to participate and prepare them to render a reasonable and responsible vote on the question.

- g. During presentations by the staff or special guests on agenda items, Council Members may obtain the floor from the presiding officer to ask questions of the presenters regarding details of their presentations.
- h. Following a motion and second of an agenda item, Council Members may enter into additional discussions about the item as described below in subsection 8.08(d).

#### **8.05. Length of Comments.**

Council Members shall govern themselves as to the length of the comments, questions, or presentations. As a courtesy, the presiding officer will signal by hand to a Council Member who has been speaking for over five minutes. This procedure is not meant to limit debate or to cut comments short, but rather to assist Council Members in their efforts to communicate concisely.

#### **8.06. Limit Deliberations to Item at Hand.**

Council Members shall limit their comments and questions to the subject matter, time, or motion being currently being considered by the City Council.

#### **8.07. Motions.**

In accordance with Section 1.05.037 (Motions; deferring action) of the City Charter, “(a) A motion may be made by any member other than the presiding officer.” The presiding officer shall, prior to offering a motion, however, ensure that other Council Members have the opportunity to make the motion. Any member of the City Council, other than the person offering the motion, may second a motion. See Annex B (Chief Purposes of Motions), Annex C (Parliamentary Strategy), Annex D (Basic Information on Motions), and Annex E (Parliamentary Terms).

#### **8.08. Procedures for Motions.**

The following is the general procedure for making motions:

- a. Before a motion can be considered or debated, it must be seconded. If there is no second, the motion fails.
- b. A Council Member who wishes to make a motion should do so through a verbal request to the presiding officer.
- c. A Council Member who wishes to second a motion should do so through a verbal request to the presiding officer.
- d. Once a motion has been properly made and seconded, the presiding officer shall open the matter for additional discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the presiding officer.

**8.09. Amendments to Motions.**

- a. When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to action on the main motion.
- b. No proposal of a subject different from that under consideration shall be admitted as a motion or amendment to a motion.
- c. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.
- d. Action shall be taken on the amended amendment prior to any other action to further amend the main motion.

**8.10. Motion to Continue.**

A motion to continue will leave the motion in its present condition for consideration on a date and time certain.

**8.11. Motion to Remove.**

A motion to remove will take the matter off the agenda and will not be considered by the Council for an indefinite period of time.

**8.12. Motion to Table.**

A motion to table will delay consideration of the item being discussed by the City Council.

**8.13. Motion to Refer.**

A motion to refer forwards the item under consideration to the named group, committee, or board for further study.

**8.14. Withdrawal of Motion.**

A withdrawal of motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If the motion is modified, the Council Member who seconded the motion may withdraw his/her second. If a motion that has received a second is withdrawn by one of the Council Members making the motion, the motion must be seconded by another Council Member to proceed, or it will die for lack of a second.

**8.15. Motion for Reconsideration.**

- a. A motion to reconsider any action of the City Council may be made, seconded, and voted on not later than the next succeeding regular meeting of the City Council. If reconsideration of the Council action has not been posted on the Council agenda for the meeting at which the motion to reconsider is made, however, actual reconsideration of the item must be delayed until the next regular meeting after the posting requirements of the Texas Open Meetings Act are met.



- b. A motion to reconsider an action of the City Council may only be made by a member who voted with the prevailing side. Any member can second it. No question shall be twice reconsidered except by unanimous vote of the City Council. Actions relating to any contract may be reconsidered at any time before the final execution thereof.

## **Section 9 – CITY COUNCIL COMMITTEES**

### **9.01. Committees Established.**

- a) The City Council can establish standing committees or ad hoc committees when necessary. All committees will be advisory committees. Standing Committees will be established by ordinance.
- b) Each advisory committee shall review matters in its area of responsibility that are referred to it by the City Council, the City Manager, or an individual City Council Member. An advisory committee may recommend action to the City Council, but committee recommendation is not necessary for a matter to be placed on the City Council agenda. The committee chair may make a statement on behalf of the committee on an item in a briefing or voting meeting of the City Council.
- c) City Council shall determine the number of members, not to exceed two (2) council members per committee and appoint a chair to the advisory committee.

### **9.02. Ad Hoc Committees.**

The Mayor may appoint ad hoc committees from time to time to study and review specific issues. The Mayor shall determine the number of members and appoint a chair of ad hoc committees. The ad hoc committees shall be established for a designated period of time, which may be extended by the Mayor and shall meet as needed. The Mayor shall formally announce the establishment of any ad hoc committee along with his appointments to that committee in a regular session of Council prior to the committee convening to conduct business.

### **9.03. Committee Meetings.**

- a. Advisory Committees shall meet as necessary.
- b. The committee chair shall develop committee meeting agendas through coordination with fellow committee members and appropriate supporting staff members.
- c. Citizens wishing to submit Public Comments during open meetings will need to complete the Public Comments Form provided by the City and email the form to [publiccomments@manortx.gov](mailto:publiccomments@manortx.gov) at least two (2) hours prior to the committee meeting indicated within this procedure.
- d. Public Comments will be read by the Chair of the Committee for the record. No action will be taken by the committee during public comments.

#### 9.04. Agenda and Information.

- a. Before each committee meeting, the Chair and ~~City Secretary~~ the city staff liaison shall provide an agenda and supporting information for the meeting to committee members. Items may be scheduled on the agenda for committee briefings by the chair, the City Council, the City Manager, or the Mayor.
- b. Summary minutes will be kept by the City Secretary, unless otherwise indicated within this procedure.

### Section 10 – RULES SUSPENSION, AMENDMENT, AND ANNUAL REVIEW

#### 10.01. Suspension of Rules.

Any provision of these rules not governed by the City Charter, City ordinances, or state law may be temporarily suspended by a majority vote of the members of the City Council present and voting. The vote on any such suspension shall be taken by Motion and entered upon the record. The vote on any such suspension shall be taken by Motion and entered upon the record. Provisions that may not be suspended include, but are not limited to:

- a. Rule 3.04, Executive Sessions;
- b. Rule 3.07, Public Notice;
- c. Rule 3.08, Quorum and Attendance;
- d. Rule 3.14, Minutes (the provisions requiring that minutes be kept and the content of minutes)
- e. Rule 3.15, Attendance by the Public;
- f. Rule 3.16, City Legislation and Actions of Significant Public Impact and Concern, if pertaining to zoning and annexation orders required to be read twice in accordance with Section 4.06 of the City Charter;
- g. Rule 5.03, Conflicts of Interest;
- h. Rule 5.04, Voting; and
- i. Rule 6.01, Chair.

#### 10.02. Amendment of Rules.

These rules may be amended, or new rules adopted, by a majority vote of the members of the City Council present and voting.

#### 10.03. Annual Review of Rules.

Following the municipal general elections each year, City Council may review these ~~Council R~~ules of ~~P~~procedure, make changes as appropriate, and adopt their own ~~R~~rules of ~~P~~procedure in accordance with the City Charter. In the event no annual review occurs, the standing ~~R~~rules of ~~P~~procedure continue in effect. This does not limit the City Council's right and ability to amend the rules in accordance with the City Charter and Rule 10.02.

## **Section 11 – ADMINISTRATIVE SUPPORT TO COUNCIL MEMBERS**

### **11.01. Mail and E-mail.**

- a. All general mail directed to the Mayor and Council Members at City Hall will be date stamped and distributed as appropriate at City Council Meetings.
- b. All mail providing information on city issues and agenda items will be copied to the Mayor and Council Members.
- c. E-mails are provided to Mayor and Council Members for city business, e-mails requiring a response from the Mayor or Council Member(s) should copy the City Manager.

### **11.02. Clerical Support.**

The City Manager will coordinate appropriate clerical support requested by the Mayor and Council Members.

### **11.03. Master Calendar.**

A master calendar of City Council events, functions, and sessions will be maintained by the City Secretary's office and provided to the Mayor and Council Members as appropriate. Events, functions, and activities to be attended by the Mayor or individual Council Members will be included on the master calendar only at the request of the Mayor or individual Council Member(s).

### **11.04. Requests for Research or Information.**

The Mayor and individual Council Members may request information or research from the city staff on a given topic through the City Manager who will make all members of City Council aware of the special request, as it may be of interest to them as well. Accordingly, the City Manager will provide the results of the request to all members of City Council. In the event the City Manager believes he cannot respond in a timely manner, he and the members of City Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

### **11.05. Notification of Significant Activities or Events.**

The Mayor and Council Members shall expect the City Manager to notify them, and provide periodic updates, regarding significant activities or events in the City related to natural or man-made disasters, major criminal activity, major accidents involving city property, serious injury or death involving a city staff/employee within an hour (if feasible).

## ANNEX A

### Fundamental Principles of Parliamentary Law

The Mayor, Council Members, City Manager, City Attorney, City Secretary, and City staff members appearing before the various sessions of the Manor City Council should become familiar with following rules and customs:

1. All members have equal rights, privileges, and obligations; rules must be administered impartially.
2. The minority has rights, which must be protected.
3. Full and free discussions of all motions, reports, and other items of business is a right of all members.
4. In doing business the simplest and most direct procedure should be used.
5. Logical precedence governs introduction and disposition of motions.
6. Only one question can be considered at a time.
7. Members may not make a motion or speak in debate until they have been recognized by the Chair and thus have obtained the floor.
8. No member may speak a second time on the same question if anyone who has not spoken on that question wishes to do so.
9. Members must not attack or question the motives of another member. Customarily, all remarks are addressed to the presiding officer.
10. In voting, members have the right to know at all times what motion is before the assembly and what affirmative and negative votes mean.
11. The majority vote decides. This is a fundamental concept of democracy.
12. All meetings will be characterized by fairness and good faith.

## ANNEX B

### The Chief Purposes of Motions

PURPOSE	MOTION
Present an idea for Consideration and action	Main motion Resolution
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Previous Question
Delay a decision	Refer to committee Postpone/table to a certain time Recess Adjourn
Kill an item	Postpone Indefinitely
Meet an emergency	Question of privilege Suspend rules Lay on the Table
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask a member a question Question of privilege
Question the decision of the presiding officer	Point of order
Enforce rights and privileges	Parliamentary inquiry Point of order Appeal from decision of the Chair
Consider a question again	Take from the Table Discharge a committee Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Amend a previous action
Terminate a meeting	Adjourn Recess

## ANNEX C

### Parliamentary Strategy

To Support a Motion	To Oppose a Motion
<ol style="list-style-type: none"> <li>1. Second it promptly and enthusiastically.</li> <li>2. Speak in favor of it as soon as possible.</li> <li>3. Do your homework; know your facts; have handouts, charts, etc., if appropriate.</li> <li>4. Move to amend motion, if necessary, to make it more acceptable to proponents.</li> <li>5. Vote against motion to table or to postpone, unless delay will strengthen your position.</li> <li>6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes.</li> <li>7. If defeat seems likely, move to refer to committee, if that would improve chances.</li> <li>8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory.</li> <li>9. Have available a copy of the <u>R</u>ules of <u>P</u>rocedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> <li>10. If motion is defeated, move to reconsider, if circumstances warrant it.</li> <li>11. If motion is defeated, consider reintroducing it at a subsequent meeting.</li> </ol>	<ol style="list-style-type: none"> <li>1. Speak against it as soon as possible. Raise question; try to put proponents on the defensive.</li> <li>2. Move to amend the motion so as to eliminate objectionable aspects.</li> <li>3. Move to amend the motion to adversely encumber it.</li> <li>4. Draft a more acceptable version and offer as amendment by substitution.</li> <li>5. Move to postpone to a subsequent meeting.</li> <li>6. Move to refer to committee.</li> <li>7. Move to recess, if you need time to round up votes or obtain more facts.</li> <li>8. Question the presence of quorum, if appropriate.</li> <li>9. Move to adjourn</li> <li>10. On a voice vote, vote emphatically.</li> <li>11. If the motion is adopted, move to reconsider, if you might win a subsequent vote.</li> <li>12. If the motion is adopted, consider trying to rescind it at a subsequent meeting.</li> <li>13. Have available a copy of the <u>R</u>ule of <u>P</u>rocedure, City Charter, and <i>Robert's Rules of Order Newly Revised</i>, most recent edition, in case of a procedural dispute.</li> </ol>

## **ANNEX D**

### **Basic Information on Motions**



**ANNEX E**  
**Parliamentary Terms**  
(pg.1)

**ANNEX E**  
**Parliamentary Terms**  
(pg.2)

## ANNEX F

### Conflict of Interest

#### AFFIDAVIT

THE STATE OF TEXAS       §  
COUNTY OF TRAVIS       §

I, \_\_\_\_\_, as a member of the City of Manor City Council, make this Affidavit and hereby on oath, state the following:

"I, and/or a person or persons related to me, have a substantial interest in a business entity or real property that may receive a special economic effect by a vote or decision of the City of Manor City Council and the economic effect on my business entity or real property is distinguishable from its effect on the general public. What constitutes a "substantial interest," "business entity," "real property" and a "special economic effect" are terms defined in Chapter 171 of the Texas Local Government Code.

"I affirm that the business entity or real property referred to above is: \_\_\_\_\_

The nature of my substantial interest in this business entity or real property is: (Check all which are applicable.)

- ☐ An ownership interest of 10% or more of the voting stock or shares of the business entity; or
- ☐ An ownership interest either 10% or more or \$15,000 or more of the fair market value of the business entity; or
- ☐ Funds received from the business entity exceed 10% of \_\_\_\_\_(my, his, her) gross income for the previous year; or
- ☐ Real property is involved and \_\_\_\_\_(I, he, she) has/have an equitable or legal ownership with a fair market value of at least \$2,500 or more;
- ☐ A relative of mine related in the first degree by consanguinity (blood) or affinity (marriage), as determined under Chapter 573, Texas Government Code, is considered to have a substantial interest in the business entity or property that would be affected by a decision of the public body of which I am a member.
- ☐ Other: \_\_\_\_\_

"Upon the filing of this Affidavit with the City Secretary, I affirm that I will abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever."

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature of public official

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority, by

\_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, which witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
State of Texas

# ANNEX G

## INVOCATION PRESENTATIONS POLICY AND PROCEDURE

Effective February 6, 2023, the City of Manor City Council approved Ordinance No. 686 amending the City Council Rules of Procedure to add “Invocation” into the Order of Business applicable to Regular and Special Meetings. The City Council also considered and approved this policy and procedure to guide the presentation of Invocations.

This policy is intended to guide presenters in preparing and delivering remarks and to help preserve the dignity of the proceeding as the City Council considers matters in service to Manor residents and businesses. This policy serves to acknowledge and express the respect of the City of Manor for the diversity of religious denominations and faiths represented and practiced in Manor and to invite Council members to reflect upon shared ideals and common ends before embarking on the business of governing. No faith or religious denomination is intended to be favored or preferred.

1. Invocation Opportunity. An opportunity for an invocation will be provided at the beginning of City Council Regular and Special meetings.

2. Definitions.

- a. A regular meeting of the city council is a meeting generally conducted on the first and third Wednesdays of the month.
- b. A special meeting of the city council is a meeting scheduled and held as the council deems necessary to transact the business of the city.

3. Guidelines.

- a. Providing the Invocation. Religious leaders who reside within the City of Manor may notify the City Secretary in writing of their interest and willingness to give an invocation at a City Council Regular or Special meeting. Religious leaders expressing such interest will be scheduled on a “first-come first-served basis”.
- b. Scheduling and Council Rotation. If a religious leader should cancel or if no request has been submitted to the City Secretary by 5:00pm of the Monday of the week preceding the City Council meeting, a Council Member may be scheduled to provide the invocation. The City Secretary will schedule Council Members to provide the invocation based on a rotation list so that each council Member has an opportunity to provide the invocation. A Council Member may decline to give an invocation.
- c. No Proselytizing or Disparaging. The invocation must not be used to proselytize or advance any one faith or belief or to disparage any other faith or belief.

- d. Voluntary Participation. No one will be required to participate in any invocation. Persons will not be treated differently based on whether they participate in the invocation.
- e. No Compensation. A person who delivers an invocation is not eligible for and shall not receive compensation.
- f. Time Limitation. An invocation should be limited to no more than one (1) minute.
- g. This policy is not intended and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination.

AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

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

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on canceling the January 1, 2025, Regular City Council Meeting and setting a Called Special Session.

**BACKGROUND/SUMMARY:**

The City of Manor will be closed for the New Year Holiday on January 1, 2025.

The City Council can set Tuesday, January 7<sup>th</sup>, at 7:00 p.m. as a Called Special Session for the second meeting date for January.

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

**STAFF RECOMMENDATION:**

The city staff recommends that the City Council cancel the January 1, 2025, Regular City Council Meeting and set a Special Called Session for Tuesday, January 7, 2025, at 7:00 p.m.

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AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

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

---

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the First Amendment to the City of Manor, Texas, Deposit Agreement EntradaGlen PID with Las Entradas Development Corporation.

**BACKGROUND/SUMMARY:**

On April 25, 2024, City Council approved the city manager to execute the deposit agreement and on May 1, 2024 the City Council ratified the agreement. The deposit agreement provided that cash and a letter of credit be deposited with the City equal to the amount to pay costs and expenses not funded by the amount of PID bonds necessary to pay for the agreed to PID improvements. The parties did not anticipate that the financing agreement and indenture of trust associated with the issuance of PID bonds which would provide the process to release funds to the owner for amounts expended on PID improvements would not have already been approved. The attached First Amendment provides for the process by which the owner can be reimbursed from the deposit made while the financing agreement and indenture of trust are being drafted and finalized as part of the PID bond issuance for the project.

**LEGAL REVIEW:** Yes, Veronica Rivera, Assistant City Attorney

**FISCAL IMPACT:**

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Deposit Agreement

**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the First Amendment to the City of Manor, Texas, Deposit Agreement EntradaGlen PID with Las Entradas Development Corporation.

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**FIRST AMENDMENT TO  
CITY OF MANOR, TEXAS, DEPOSIT AGREEMENT  
PUBLIC IMPROVEMENT DISTRICT  
EntradaGlen PID**

THIS FIRST AMENDMENT TO DEPOSIT AGREEMENT (this “First Amendment”) is made and entered into as of \_\_\_\_\_, 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”).

**Recitals**

A. The City created the EntradaGlen Public Improvement District (“PID” or “District”) within the corporate limits of the City.

B. On April 17, 2024, the City approved a PID reimbursement agreement (“Reimbursement Agreement”) 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.

C. On April 25, 2024, the City approved, and on May 1, 2024, the City Council ratified, a City of Manor, Texas Deposit Agreement Proposed Public Improvement District Entrada Glen PID (“Deposit Agreement”), pursuant to which the Owner 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.

D. The Deposit Agreement states that the Deposited Cash “shall be deposited with a duly selected City depository . . . in an account separate from any other accounts of the City (the “Deposit Account”),” and that, “(u)pon the issuance of PID Bonds, the Deposited Cash shall become part of the trust estate created by the corresponding indenture of trust securing the PID Bonds (the “Trust Indenture”), in a separate account (the “Owner Contribution Account”) in the project fund of the Trust Indenture.”

E. The Deposit Agreement states (1) “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 Attachment “A” of this Deposit Agreement (“Enhancement Projects”); (2) “Payments to the Owner from the Owner Contribution Account shall be in accordance with the relevant terms of Article VI of the Trust Indenture;” and (3) “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.”

F. The Owner has expended amounts on Enhancement Projects; however, the Parties did not anticipate that an indenture of trust and a financing agreement referenced in the Deposit Agreement would not have been approved by the City as of the date of this First Amendment.

G. For the reasons described in Recitals D, E, and F, the Deposit Agreement does not provide a process for the order of completion of the Enhancement Projects to be agreed to by the City, nor a process for the Owner to be paid from the Deposit Account, and the Parties have come to an agreement and desire to provide for such processes.

H. Capitalized terms not defined in this First Amendment to Deposit Agreement shall have the definitions provided in the Deposit Agreement.

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:

1. Section 2.(b) of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

(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. Prior to the issuance of PID Bonds, Deposited Cash in the Deposit Account may be spent as described in Section 3(b) hereof. 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.

2. Section 3.(b) of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

(b) Subject to the following Section 3(c) of this Deposit Agreement, Deposited Cash in the Deposit Account or 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 detailed in the applicable PID Financing Agreement if a PID Financing Agreement has been approved. Unless or until a PID Financing Agreement is approved, and unless and until PID Bonds are issued, the City agrees to pay Developer from Deposited Cash, and Developer shall be entitled to receive disbursement from the City from Deposited Cash, of up to and no more than a total of \$500,000, for amounts shown on each Certificate for Disbursement (which amounts include only costs for Enhancement Projects paid by or at the direction of Owner), in the form of the attached Attachment "B" to this Deposit Agreement.

3. Section 4 of the Deposit Agreement is hereby deleted in its entirety and replaced with the following:

**SECTION 4. UNEXPENDED CASH, LETTER OF CREDIT.**

If the Reimbursement Agreement is not approved, or if a PID Financing Agreement is determined by the Parties to be necessary and proceedings for approval of the PID Financing Agreement are unsuccessful and are terminated or abandoned prior to the issuance of the PID Bonds, or if the Owner withdraws its request for the issuance of PID Bonds or the City terminates or abandons proceedings for the issuance of 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.

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

5. This First Amendment (i) shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas; (ii) constitutes a covenant that runs with the Property and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing by each Party hereto; and (iv) embodies the entire First Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter. Venue shall lie exclusively in Travis County, Texas.

6. Neither the City's nor Owner's execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other Party.

7. The signatories to this First Amendment warrant that each has the authority to enter into this First Amendment on behalf of the organization for which such signatory has executed this First Amendment.

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

9. This First Amendment, together with any exhibits attached hereto, and the Agreement, as amended by this First Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, supersedes all prior agreements relating to such subject matter.

The Parties hereto agree and understand that no oral agreements or understandings shall be binding unless reduced to a writing which is signed by the Parties and dated subsequent to the date hereof. The Parties hereto agree and understand that this First Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

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

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

12. The recitals set forth above are incorporated herein and made a part of this First Amendment to the same extent as if set forth herein in full.

13. 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.

14. 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.

15. 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).

16. 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.

17. This First Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement. Each such executed copy shall have the full force and effect of an original executed instrument.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this \_\_\_\_ of December, 2024.

CITY OF MANOR, TEXAS, a municipal corporation

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor

**Attest:**

\_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

AGREED TO and ACCEPTED this \_\_\_\_ of \_\_\_\_\_ 2024.

LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

By: \_\_\_\_\_

Name: Peter A. Dwyer

Title: President



**ATTACHMENT B**

**CERTIFICATE FOR DISBURSEMENT**  
**ENTRADAGLEN PID**  
**REQUEST NO. \_\_\_\_**

The Undersigned is an agent for Las Entradas Development Corporation, a Texas Corporation ("Owner"), and requests from the City disbursement of the Deposited Cash in the amount and for the purposes set forth herein, all conditions for such disbursement having been met to the satisfaction of the parties.

In connection with this Certificate for Disbursement, the undersigned, in his or her capacity as the authorized representative of the Owner, to the undersigned's personal knowledge, represents and warrants to the City as follows:

1. The undersigned is an authorized representative of Owner, is qualified to execute this Certificate for Disbursement on behalf of the Owner, and is knowledgeable as to the matters forth herein.

2. Attached as Attachment 1 is the true and correct actual cost for which disbursement is requested, and disbursement for such requested amounts and purposes has not been subject to any previously submitted certificate for disbursement.

3. Attached as Attachment 2 is a true and correct copy of an unconditional release of lien evidencing that contractor or subcontractor has been paid in full for work described in Attachment 1 completed through any previous certificate for disbursement

4. Attached as Attachment 3 are supporting invoices and receipts evidencing costs for which disbursement is requested.

5. The work referenced below has been completed in accordance with the plans therefor, and the City has inspected the work as may be required.

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

[Signature Page Follows]

OWNER:

LAS ENTRADAS DEVELOPMENT CORPORATION,  
a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

(The rest of this page left intentionally blank.)

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Disbursement ("Certificate"), acknowledges the Certificate, acknowledges that the improvements covered by the Certificate have been inspected by the City as may be required, and otherwise finds the Certificate to be in order. After reviewing the Certificate, the City approves the Certificate and directs \_\_\_\_\_ to make such payments from the \_\_\_\_\_ to Owner or to any person designated by Owner.

**CITY OF MANOR, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 1 TO CERTIFICATE FOR PAYMENT  
(DESIGN AND CONSTRUCTION COSTS)  
[attached - spreadsheet]

ATTACHMENT 2 TO CERTIFICATE FOR PAYMENT  
[attached – release of lien]

ATTACHMENT 3 TO CERTIFICATE FOR PAYMENT  
[attached – invoices and receipts]



AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Tracey Vasquez  
**DEPARTMENT:** Human Resources

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a City of Manor, Texas Employment Agreement for Judicial Services for Municipal Court Judge for the position of Presiding Judge for the Manor Municipal Court.

**BACKGROUND/SUMMARY:**

The City of Manor needs a person to fill the Presiding Judge position due to the retirement of the previous Presiding Judge. The Charter for the City of Manor requires that the City Manager appoint a Presiding Judge, subject to confirmation by the City Council. Scott Moore, the City Manager, searched for qualified candidates and now brings one for City Council consideration. Judge Jay Caballero currently serves as the City's Associate Municipal Judge and has applied for the Presiding Judge position.

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

- Job Description
- Agreement

**STAFF RECOMMENDATION:**

The City staff recommends that the City Council approve the City of Manor, Texas Employment Agreement for Judicial Services for Municipal Court Judge with Judge Jay Caballero; appoint Judge Jay Caballero to the position of Presiding Judge for the Manor Municipal Court and authorize the City Manager to execute the agreement.

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AGENDA ITEM NO. \_\_\_\_\_

**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** December 18, 2024  
**PREPARED BY:** Tracey Vasquez, Director  
**DEPARTMENT:** Human Resources

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a City Manager Professional Services Contract.

**BACKGROUND/SUMMARY:**

The City and City Manager entered into a Contract for City Manager Professional Services in 2022 which for a period of two years. The City and City Manager wish to enter into a new contract for an additional period of time.

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

**STAFF RECOMMENDATION:**

The City staff recommends that the City Council approve the Contract for City Manager Professional Services with Scott Moore.

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