



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

City Council Regular Meeting

Wednesday, December 04, 2024 at 7:00 PM

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

AGENDA

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

CONSENT AGENDA

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

- 1. Consideration, discussion, and possible action to approve the City Council Minutes.**
Submitted by: Lluvia T. Almaraz, City Secretary

- 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.

Submitted by: Lluvia T. Almaraz, City Secretary

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.

Submitted by: Michael Burrell, Interim Development Services Director

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.

Submitted by: Michael Burrell, Interim Development Services Director

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.

Submitted by: Michael Burrell, Interim Development Services Director

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

Submitted by: Tracey Vasquez, HR Director

REGULAR AGENDA

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

Submitted by: Tyler Shows, E.I.T. City Engineer

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.

Submitted by: Frank T. Phelan, P.E., City Engineer

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

Submitted by: Scott Jones, Economic Development Director

- 10.** **Consideration, discussion, and possible action on granting the second six months of the City’s Rental Assistance Program for E’Styles.**
Submitted by: Scott Jones, Economic Development Director
- 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.**
Submitted by: Scott Jones, Economic Development Director
- 12.** **Consideration, discussion, and possible action on an agreement authorizing the work to provide Surveying, Mapping, and Ground Penetrating Radar Services for the Cemetery.**
Submitted by: Matthew Woodard, Public Works Director
- 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.**
Submitted by: Scott Moore, City Manager
- 14.** **Consideration, discussion, and possible action on installing pedestrian bridges for public safety and improvement.**
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;*
- *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.*

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.

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.

Submitted by: Scott Moore, City Manager

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, November 27, 2028, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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

AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- 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

BACKGROUND/SUMMARY:

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

- All minutes as listed above

STAFF RECOMMENDATION:

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



**CITY COUNCIL
REGULAR SESSION MINUTES
OCTOBER 16, 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
Lluvia T. Almaraz, City Secretary
Scott Jones, Economic Development Director
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Michael Burrell, Interim Development Services Director
Mathew Woodard, Public Works Director
Phil Green, IT Director
Pauline Gray, P.E. City Engineer
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 7:06 p.m. on Wednesday, October 16, 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.

PROCLAMATIONS

A. Declaring Friday, November 1, 2024 as “Texas Arbor Day”

Mayor Harvey read and presented the Proclamation to the Public Works Department.

PUBLIC COMMENTS

Fay Carter, 18128 Topsail St., Manor, Texas, submitted a speaker card and spoke about the community's concerns on 973 and Highway 290 single lanes. She also stated that she is now on KLBJ on Fridays with Fay and spoke regarding the unity in the United States.

Ruth Taylor Biscoe, with the Manor Heritage Society in Manor, Texas, submitted a speaker card, spoke about the History of Manor, and asked about additional amenities to be added to the Art Park.

No one else appeared at this time.

REPORT

A. FY 2024-2025 Special Events Schedule

Yalondra Valderrama Santana, Heritage & Tourism Manager discussed the proposed FY2024-2025 Special Events Schedule.

A discussion was held regarding specific events that other community members could sponsor.

A discussion was held regarding the report, which will be brought back to the next council meeting for discussion and consideration of changes from city staff and council review.

CONSENT

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

- September 18, 2024, City Council Regular Meeting;
- September 26, 2024, City Council Called Special Session; and
- October 2, 2024, City Council Regular Meeting

2. **Consideration, discussion, and possible action on accepting the 2024 Fourth Quarter City Council Committee Reports.**
3. **Consideration, discussion, and possible action on accepting the September 2024 City Council Monthly Reports.**
4. **Consideration, discussion, and possible action on accepting the September 2024 Departmental Reports.**

- **Finance – Belen Peña, Finance Director**
- **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**

5. **Consideration, discussion, and possible action on a resolution authorizing the issuance of Manor Housing Public Facility Corporation Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024; approving the form of a trust indenture and loan agreement; approving the Tower Road Apartment Development; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of this resolution; and containing other provision relating thereto.**

Resolution No. 2024-31: Resolution Authorizing The Issuance, Sale and Delivery by Manor Housing Public Facility Corporation of The Manor Housing Public Facility Corporation Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024, in an Aggregate Principal Amount Not to Exceed \$60,815,000; Approving the Tower Road Apartments Development; Authorizing the Execution of Documents and Instruments Necessary or Convenient to Carry Out the Purposes of This Resolution; and Containing Other Provisions Relating Thereto.

6. **Consideration, discussion, and possible action on a resolution authorizing the issuance of Manor Housing Public Facility Corporation Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024; approving the form of a subordinate trust indenture and subordinate loan agreement; approving the Tower Road Apartment Development; authorizing the execution of documents and instruments necessary or convenient to carry out the purposes of this resolution; and containing other provision relating thereto.**

Resolution No. 2024-32: Resolution Authorizing the Issuance, Sale and Delivery by Manor Housing Public Facility Corporation of the Manor Housing Public Facility Corporation Subordinate Multifamily Housing Revenue Bonds (Tower Road Apartments), Series 2024, In an Aggregate Principal Amount Not to Exceed \$4,000,000; Approving the Tower Road Apartments Development; Authorizing the Execution of Documents and Instruments Necessary or Convenient to Carry out the Purposes of This Resolution; and Containing Other Provisions Relating Thereto.

7. **Consideration, discussion, and possible action on a Conservation Easement for the Blue Bluff Project.**
8. **Consideration, discussion, and possible action on a resolution making available to members of the City Council the optional benefit of a deferred compensation plan administered by Nationwide Retirement Solutions and authorizing payroll deductions for participating Council members.**

Resolution No. 2024-33: A Resolution of The City of Manor, Texas Making Available to Members of The City Council The Optional Benefit of a Deferred Compensation Plan Administered by Nationwide Retirement Solutions and Authorizing Payroll Deductions for Participating Council Members.

9. **Consideration, discussion, and possible action on a resolution making available to members of the City Council the services offered by LegalShield and authorizing payroll deductions for participating Council members.**

Resolution No. 2024-34: A Resolution of The City of Manor, Texas Making Available to Members of The City Council The Services Offered by Legalshield and Authorizing Payroll Deductions for Participating Council Members.

10. **Consideration, discussion, and possible action on a Donation and Exchange Agreement with The Shops at Grassdale, LLC.**
11. **Consideration, discussion, and possible action on a 4,399 square foot Waterline Easement and Temporary Construction Easement.**
12. **Consideration, discussion, and possible action on a 6,589 square foot Waterline Easement and Temporary Construction Easement.**

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

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

13. Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (101 Boyce Street).

The city staff recommended that the City Council approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (101 Boyce Street).

Assistant City Attorney Rivera discussed the proposed agreement and explained the three different tracks that were being proposed.

Sarah Kim with Build Block presented the attached PowerPoint Presentation.

A discussion was held regarding parking concerns.

A discussion was held regarding structure regulations.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (101 Boyce Street) with revisions provided by legal counsel.

There was no further discussion.

Motion to approve carried 7-0

14. Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Jiwon Jung owner of the property located at 101 W. Boyce Street to provide development incentives for the development of the property and employment opportunities.

The city staff recommended that the City Council approve Chapter 380 Grant Agreement for 101 W. Boyce Street as presented.

Economic Development Director Jones discussed the proposed agreement.

Sarah Kim and Irene Choi with Build Block submitted a speaker card in support of this item; however, they did not wish to speak but were available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve Chapter 380 Grant Agreement for 101 W. Boyce Street as presented with revisions provided by legal counsel.

There was no further discussion.

Motion to approve carried 7-0

15. Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (104 and 108 Boyce Street).

The city staff recommended that the City Council approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (104 and 108 Boyce Street).

Sarah Kim and Irene Choi with Build Block submitted a speaker card in support of this item; however, they did not wish to speak but were available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (104 and 108 Boyce Street).

There was no further discussion.

Motion to approve carried 7-0

16. Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Build Block, Inc. of the properties located at 104 and 108 W. Boyce Street to provide development incentives for the development of the properties and employment opportunities.

The city staff recommended that the City Council approve Chapter 380 Grant Agreement for 104 and 108 Boyce Street as presented.

Economic Development Director Jones discussed the proposed agreement.

Sarah Kim and Irene Choi with Build Block submitted a speaker card in support of this item; however, they did not wish to speak but were available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Chapter 380 Grant Agreement for 104 and 108 Boyce Street as presented with revisions provided by legal counsel.

There was no further discussion.

Motion to approve carried 7-0

17. Consideration, discussion, and possible action on a Development Agreement Establishing Development Standards for the Boyce PJT Development (107 Boyce Street).

The city staff recommended that the City Council approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (107 Boyce Street).

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the Development Agreement Establishing Development Standards for the Boyce PJT Development (107 Boyce Street).

There was no further discussion.

Motion to approve carried 7-0

18. Consideration, discussion, and possible action on a Chapter 380 Grant Agreement to Jiwon Jung owner of the property located at 107 W. Boyce Street to provide development incentives for the development of the property and employment opportunities.

The city staff recommended that the City Council approve Chapter 380 Grant Agreement for 107 Boyce Street as presented.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve Chapter 380 Grant Agreement for 107 Boyce Street as presented with revisions provided by legal counsel.

There was no further discussion.

Motion to approve carried 7-0

19. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Appendix A Fee Schedule by repealing existing sections A5.002 and A5.003 relating to parks and special event rental fees; adopting new section A5.002 relating to parks and amenities rental fees; adopting new section A5.003 relating to special event rental fees; amending section A5.004 relating to film projects using city property fees; adopting new section A5.007 relating to equipment rental and fees for staff services; providing for an effective date, savings, severability, and open meetings clauses; and providing for related matters.

The city staff recommended that the City Council approve Ordinance No. 762 amending Manor Code of Ordinances Appendix A, Fee Schedule as presented.

Heritage & Tourism Manager V. Santana discussed the proposed amendment ordinance.

Ordinance No. 762: An Ordinance of The City of Manor, Texas, Amending Manor Code of Ordinances Appendix A Fee Schedule by Repealing Existing Sections A5.002 and A5.003 Relating to Parks and Special Event Rental Fees; Adopting New Section A5.002 Relating to Parks and Amenities Rental Fees; Adopting New Section A5.003 Relating to Special Event

Rental Fees; Amending Section A5.004 Relating to Film Projects Using City Property Fees; Adopting new Section A5.007 Relating to Equipment Rental and Fees for Staff Services; Providing for an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Ordinance No. 762 amending Manor Code of Ordinances Appendix A, Fee Schedule as presented with revisions provided by legal counsel.

There was no further discussion.

Motion to approve carried 7-0

20. Consideration, discussion, and possible action on the approval to submit the FY2024 Project Improvement List to Capital Metro.

The city staff recommended that the City Council select one of the three proposed options and approve the submission of the proposed project list for FY2024 to Capital Metro by the City Manager.

City Engineer Gray discussed the proposed project list for FY2024 to Capital Metro.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to select option 1 and approve the submission of the proposed project list for FY2024 to Capital Metro by the City Manager.

There was no further discussion.

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

21. Consideration, discussion, and possible action on a Statement of Work No. 35 to the Master Services Agreement with George Butler Associates, Inc. for the replacement of the existing 12-inch diameter waterline with a 16-inch diameter waterline between the intermediate tank to downtown.

The city staff recommended that the City Council approve the proposed Statement of Work No. 35 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$541,200.

City Engineer Phelan discussed the proposed statement of work.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve the proposed Statement of Work No. 35 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$541,200.

There was no further discussion.

Motion to approve carried 7-0

22. Consideration, discussion, and possible action on a Statement of Work No. 37 to the Master Services Agreement with George Butler Associates, Inc. for the construction of a waterline necessary to provide adequate conveyance across 290 from the Gregg Manor Road ground storage tank and pressurization facility to the south side of US 290 that serves downtown Manor.

The city staff recommended that the City Council approve the proposed Statement of Work No. 37 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$68,000.

City Engineer Phelan discussed the proposed Statement of Work.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve the proposed Statement of Work No. 37 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$68,000.

There was no further discussion.

Motion to approve carried 7-0

23. Consideration, discussion, and possible action on a Statement of Work No. 38 to the Master Services Agreement with George Butler Associates, Inc. for the design and construction of a waterline that will complete a loop along Bois d'Arc lane to provide improved water quality, system reliability and enhanced system capacity.

The city staff recommended that the City Council approve the proposed Statement of Work No. 38 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$170,000.

City Engineer Phelan discussed the proposed Statement of Work.

Councilwoman Wallace stepped away from dais.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve the proposed Statement of Work No. 38 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$170,000.

There was no further discussion.

Motion to approve carried 6-0

24. Consideration, discussion, and possible action on a Statement of Work No. 40 to the Master Services Agreement with George Butler Associates, Inc. for the upgrade/upsizing of existing gravity relief pipes, with pipe diameters ranging from 18-inches to 36 inches. The total length of pipe to be installed is 4,060 linear feet.

The city staff recommended that the City Council approve the proposed Statement of Work No. 40 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$486,500.

City Engineer Phelan discussed the proposed Statement of Work.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve the proposed Statement of Work No. 40 to the Master Services Agreement with George Butler Associates, Inc. for the Waterline Upsizing Project in the amount of \$486,500.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 10:01 p.m. on Wednesday, October 16, 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 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the construction contract for the Bell Farms and Presidential Glen Lift Station Project; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Interlocal Agreement with City of Austin regarding the Transfer of the Manor Downs/Dalfen property; 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 Gildon property a 0.198 acre tract of land; 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 public safety; Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the license agreement with Lennar Homes; 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 10:01 p.m. on Wednesday, October 16, 2024.*

The Executive Session was adjourned at 12:12 a.m. on Thursday, October 17, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 12:12 a.m. on Thursday, October 17, 2024.

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

The city staff recommended that the City Council approve Change Order No. 4 a deduct to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$10,911.17 and the addition of 54 calendar days to the final completion of this project.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve Change Order No. 4 a deduct to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$10,911.17 and the addition of 54 calendar days to the final completion of this project.

There was no further discussion.

Motion to approve carried 7-0

26. Consideration, discussion, and possible action on an Interlocal Cooperation Agreement with the City of Austin for the release and transfer of property from the City of Austin Extraterritorial Jurisdiction (ETJ) to the City of Manor ETJ.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to postpone item to the November 6th council meeting.

There was no further discussion.

Motion to postpone carried 7-0

27. Consideration, discussion, and possible action on a resolution authorizing the purchase and closing of a tract of real property consisting of 0.1980 acres, more or less, located in Travis County, Texas for \$169,900, 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.

Resolution No. 2024-35: A Resolution of The City of Manor, Texas, Authorizing the Purchase and Closing of a Tract of Real Property Consisting of 0.1980 Acres, More or Less, Located in Travis County, Texas For \$169,900.00, 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.

MOTION: Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Emily Hill to approve Resolution No. 2024-35 authorizing the purchase and closing of a tract of real property consisting of 0.1980 acres, more or less, located in Travis County, Texas for \$169,900, 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; and authorize the City Manager to execute the purchase agreement and all necessary documents to close on the purchase of the property.

There was no further discussion.

Motion to approve carried 7-0

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 12:16 a.m. on Thursday, October 17, 2024.

The Manor City Council approved these minutes on the 4th day of December 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Boyce Street Project

101, 107, 104, 108 W Boyce St,
Manor, TX 78653









OWNER: JIWON JUNG
101 W. BOYCE STREET
MANOR, TEXAS 78653

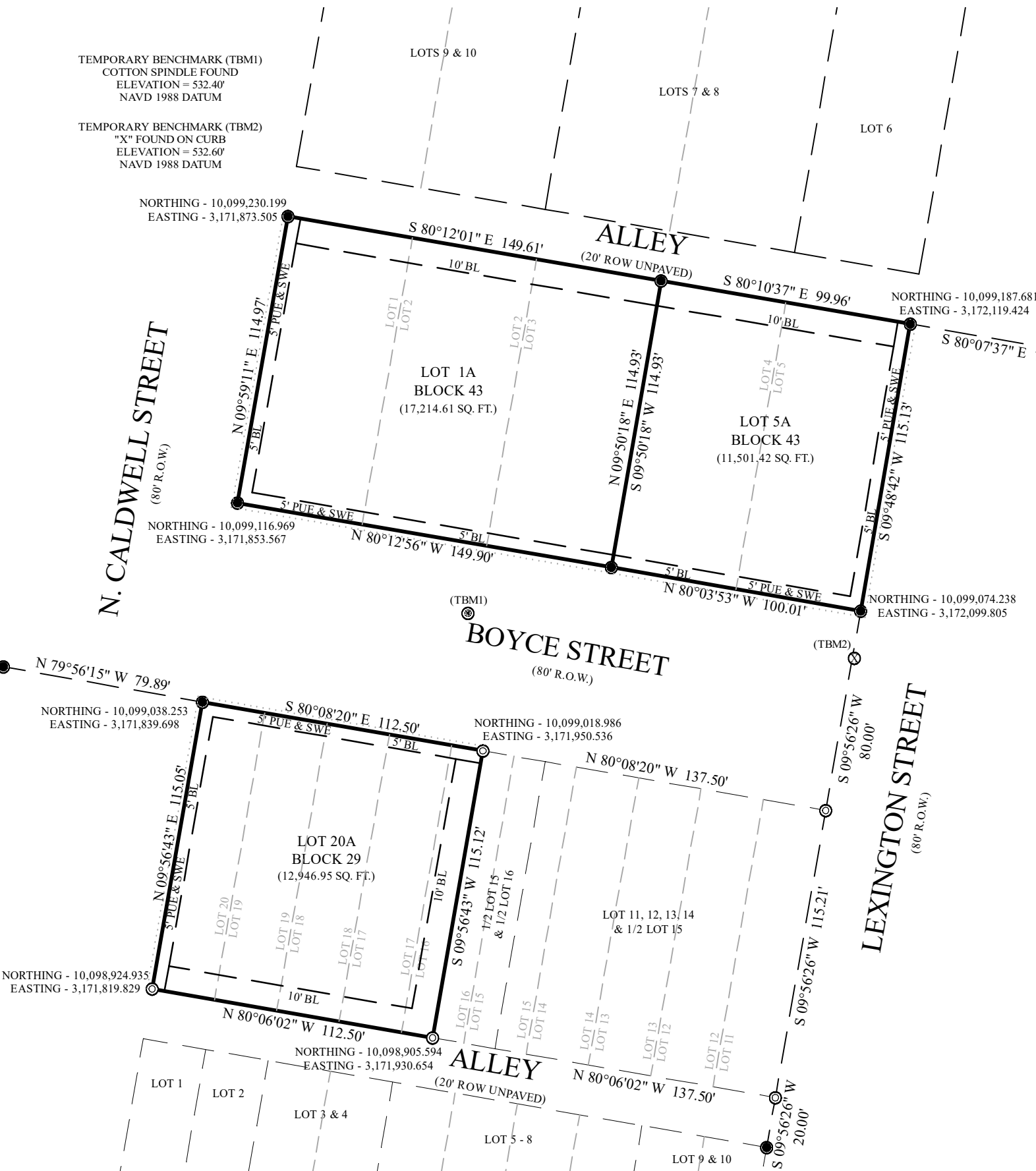
ACREAGE: 41,662.98 SQ. FT. - 0.96 ACRES
NUMBER OF BLOCKS: 2
NUMBER OF LOTS: 3

SUBMITTAL DATE: 02/22/2024
DATE OF REVISION: -

SURVEYOR: ALL STAR LAND SURVEYING - FIRM: 10135000
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729
(512) 249-8149 REF# A0204024

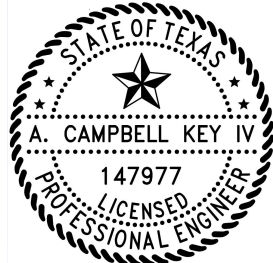
ENGINEER: SOUTHWEST ENGINEERS, INC.
FIRM # F-1909
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270
ROUND ROCK, TEXAS 78664

PROJECT DATUM: NORTH AMERICAN DATUM 1983 (NAD 83)
PROJECTION: TEXAS STATE PLANE -
CENTRAL ZONE (4203)
UNITS: US SURVEY FEET



I, CAMPBELL KEY, I.V., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE CITY OF MANOR LAND DEVELOPMENT CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CAMPBELL KEY, I.V., P.E.
LICENSE NO. 147977
SOUTHWEST ENGINEERS FIRM # F-1909
2631 GATTIS SCHOOL RD., BLDG. 2, STE. 270
ROUND ROCK, TEXAS 78664



DATE

I, EDWARD C. RUMSEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE TRAVIS COUNTY, TEXAS CODES AND ORDINANCES, INCLUDING SECTION 131.25(e), AND CHAPTER 482 OF THE TRAVIS COUNTY, CODE, AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN OR DESCRIBED HEREON. I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT AND MY RESULT IN CRIMINAL, CIVIL, AND/OR ADMINISTRATIVE PENALTIES AGAINST ME AS AUTHORIZED BY THE ACT.

EDWARD C. RUMSEY R.P.L.S. # 5729
REF# A0204024



DATE

AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JIWON JUNG, BEING THE OWNER OF 0.96 ACRE OF LAND, MORE OR LESS, OUT OF THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, BEING CONVEYED TO ME IN WARRANTY DEED RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY PLAT SAID 1 ACRES, PURSUANT TO CHAPTER 212 & 232 OF THE TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

"AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29, TOWN OF MANOR"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20__ A.D.

JIWON JUNG
101 W BOYCE STREET
MANOR, TEXAS 78653

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JIWON JUNG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ____ DAY OF _____, 20__ A.D.

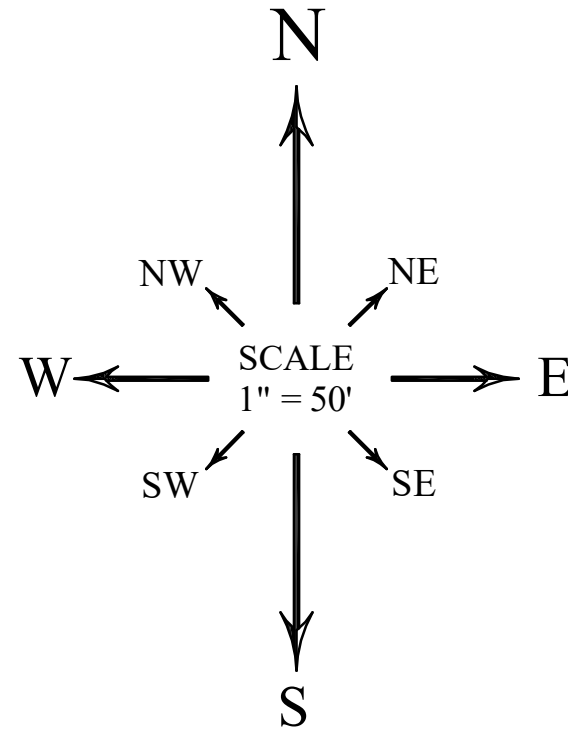
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME MY COMMISSION EXPIRES

NOTES:

- 1) WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF MANOR.
- 2) ALL PRIVATE STREET RIGHTS-OF-WAY ARE ALSO DRAINAGE EASEMENTS AND PUBLIC UTILITY EASEMENTS. A VARIANCE HAS BEEN REQUESTED FOR DRAINAGE.
- 3) PUBLIC SIDEWALKS SHALL BE CONSTRUCTED WITHIN THE FOLLOWING RIGHTS-OF-WAY: BOYCE STREET, N. CALDWELL STREET & LEXINGTON STREET
- 4) A FRONT AND STREETSIDE YARD SETBACK TO BE FIVE (5') FOOT, AND REAR, AND EXTERIOR SIDE SETBACK AND REAR SETBACK FOLLOWS THE STANDARDS. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
- 5) LOTS 5A, 1A AND 20A ARE EXEMPT FROM DETENTION REQUIREMENTS.
- 6) BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF MANOR REGULATIONS AT THE TIME OF THE BUILDING PERMIT APPLICATION. A VARIANCE HAS BEEN REQUESTED FOR SETBACKS.
- 7) ZONING FOR THIS SUBDIVISION IS (DB) DISTRICT.
- 8) THE PROPOSED USE OF THIS SUBDIVISION IS DOWNTOWN BUSINESS.
- 9) PERFORMANCE AND MAINTENANCE GUARANTEES AS REQUIRED BY THE CITY.
- 10) THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
- 11) PROPERTY OWNERS OF THE LOTS ON WHICH THE (INSERT EASEMENT TYPE) EASEMENTS ARE LOCATED AS SHOWN ON THIS PLAT SHALL PROVIDE ACCESS TO THE CITY OF MANOR IN ORDER FOR THE CITY OF MANOR TO INSPECT AND MAINTAIN THE UNDERGROUND FACILITIES LOCATED WITHIN ANY OF SUCH EASEMENTS.
- 12) A 5' PUBLIC UTILITY AND SIDEWALK EASEMENT IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET RIGHTS OF WAY.
- 13) PUBLIC SIDEWALKS BUILT TO CITY OF MANOR STANDARDS, ARE REQUIRED ALONG ALL STREETS WITHIN THIS SUBDIVISION, THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE COVERING BODY OR UTILITY COMPANY.
- 14) DRIVEWAY AND DRAINAGE CONSTRUCTION STANDARDS SHALL BE IN ACCORDANCE WITH THE REQUIREMENT OF THE CITY OF MANOR STANDARDS UNLESS OTHERWISE SPECIFIED AND APPROVE BY THE CITY OF MANOR.
- 15) NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO THE CITY OF MANOR WATER AND WASTEWATER SYSTEM.
- 16) NO BUILDINGS SHALL BE CONSTRUCTED OR MAINTAINED WITHIN EASEMENTS OR THE UNDERGROUND STORM WATER FACILITIES EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF MANOR. THE CITY OF MANOR IS NOT RESPONSIBLE FOR THE DAMAGE TO OR REPLACING ANY PORTIONS OF ANY FENCING, LANDSCAPING OR OTHER IMPROVEMENTS CONSTRUCTED WITHIN ANY OF SUCH THREE EASEMENTS WHICH WERE NOT APPROVED BY THE CITY OF MANOR BEFORE THEIR CONSTRUCTION DUE TO THE NECESSARY AND CUSTOMARY WORK BY THE CITY OF MANOR IN REPAIRING, MAINTAINING, OR REPLACING THE UNDERGROUND PIPES AND RELATED FACILITIES WITHIN SUCH EASEMENTS.
- 17) ALL STREETS, DRAINAGE IMPROVEMENTS, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF MANOR STANDARDS.
- 18) EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON INDIVIDUAL LOTS, INCLUDING DETACHED SINGLE FAMILY IN ACCORDANCE WITH SECTION 1.4.0 OF THE CITY OF AUSTIN ENVIRONMENTAL CONTROL MANUAL.
- 19) ALL STREETS IN THE SUBDIVISION SHALL BE CONSTRUCTED TO CITY OF MANOR URBAN STREET STANDARDS. ALL STREETS WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- 20) PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF MANOR.
- 21) ANY STRUCTURE CONSTRUCTED WITHIN THE 10' BUILDING SETBACK LINE ALONG THE EAST SIDE OF LOT 20A, BLOCK 29, HAS TO MEET THE ADOPTED FIRE AND BUILDING CODES IN ORDER TO ENCROACH.

CASE NUMBER - 2024-P-1637-SF



BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM
CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF MANOR CORPORATE CITY LIMITS AS OF THIS DATE THE 3RD DAY OF JUNE, 2024.

ACCEPTED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, ON THIS THE ____ OF _____, 20__ A.D.

APPROVED:

ATTEST:

FELIZ PAIZ, CHAIRPERSON

LLUVIA T. ALMARAZ, CITY SECRETARY

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL, CITY OF MANOR, TEXAS, ON THIS THE ____ OF _____, 20__ A.D.

APPROVED:

ATTEST:

DR. CHRISTOPHER HARVEY,
MAYOR OF THE CITY OF MANOR, TEXAS

LLUVIA T. ALMARAZ
CITY SECRETARY

STATE OF TEXAS

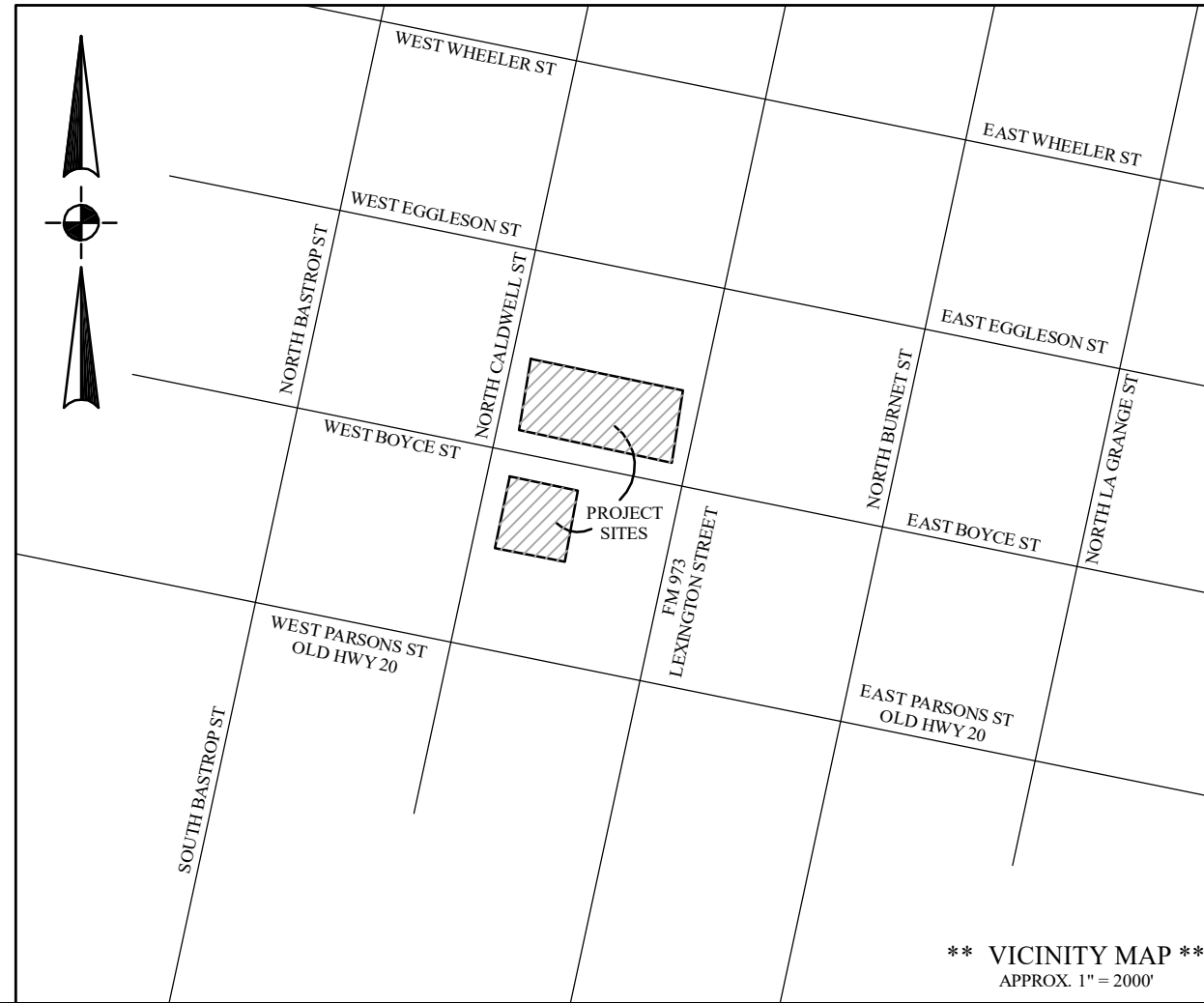
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, DYANA LIMON-MERCADO, COUNTY CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__ A.D. AT ____ O'CLOCK ____ M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, UNDER DOCUMENT NUMBER ____ FILED FOR RECORD ON THE ____ DAY OF _____, 20__ A.D.

DYANA LIMON-MERCADO
COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY



** VICINITY MAP **
APPROX. 1" = 2000'

ALLSTAR Land surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPELS FIRM NO. 10135000

SCALE: 1" = 50'

BEGIN DATE: 02/22/2024

DRAWN BY: DAVID BAK

JOB NO.: A0204024

REVISED DATE: -

AMENDED PLAT OF LOTS 1-5 BLOCK 43 & LOTS 16-20 BLOCK 29 TOWN OF MANOR

BEING ALL OF THAT CERTAIN 0.96 ACRE TRACT IN THE JAMES MANOR SURVEY NO. 40, ABSTRACT NO. 546, TRAVIS COUNTY, TEXAS BEING THE SAME LOTS 1-5 BLOCK 43, 1/2 OF LOT 16, LOT 17-20, BLOCK 29, TOWN OF MANOR, CONVEYED TO JIWON JUNG, RECORDED IN DOCUMENT NO(S). 2021131120, 2021121545, 2021184718 & 2023050595, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS.

F.I.R.M. MAP INFORMATION

THIS PROPERTY DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS

F.I.R.M. MAP NO.: 48453C0485J
PANEL: 0485J
DATED: 08/18/2014

THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.

SHEET

1

OF 1



TEXAS ONE CALL SYSTEM
1-800-245-4545

UNDER PENALTY OF LAW, THE CONTRACTOR IS
REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM
AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

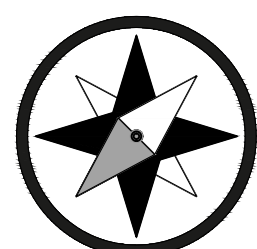
NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

CAUTION - ELECTRICITY PRESENT

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING ONE-CALL OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRICAL OR OTHER UTILITIES BY THE USE OF UNDERCUTTING THE ELECTRICAL LINES, GETTING A LADDER IN HARM'S WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL, IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES THE ENGINEER AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

[illegible]

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
A. CAMPBELL KEY IV, PE
#147977 ON
THE DATE INDICATED. ANY
ALTERATIONS OF THIS SEALED
DOCUMENT WITHOUT PROPER
NOTIFICATION TO THE
RESPONSIBLE ENGINEER IS AN
OFFENSE UNDER THE TEXAS
ENGINEERING PRACTICE ACT.



Southwest Engineers

TBPE NO. F-1909
www.swengineers.com

HEADQUARTERS

307 Saint Lawrence Street, Gonzales TX 78629
P: 830.672.7546 F: 830.672.2034

CENTRAL TEXAS

205 Cimarron Park Loop, Ste. B, Buda TX 78611
P: 512.312.4336



IF THIS BAR DOES NOT MEASURE 1
THE DRAWING IS NOT TO SCALE

DRAWN BY: APCG / BS

CHECKED BY: HCD

EXISTING CONDITIONS AND DEMOLITION PLAN

BOYCE STREET MIXED-USE DEVELOPMENT

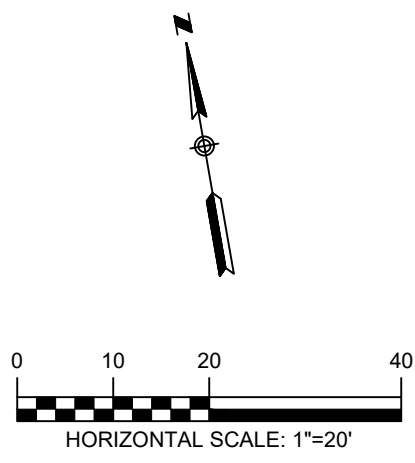
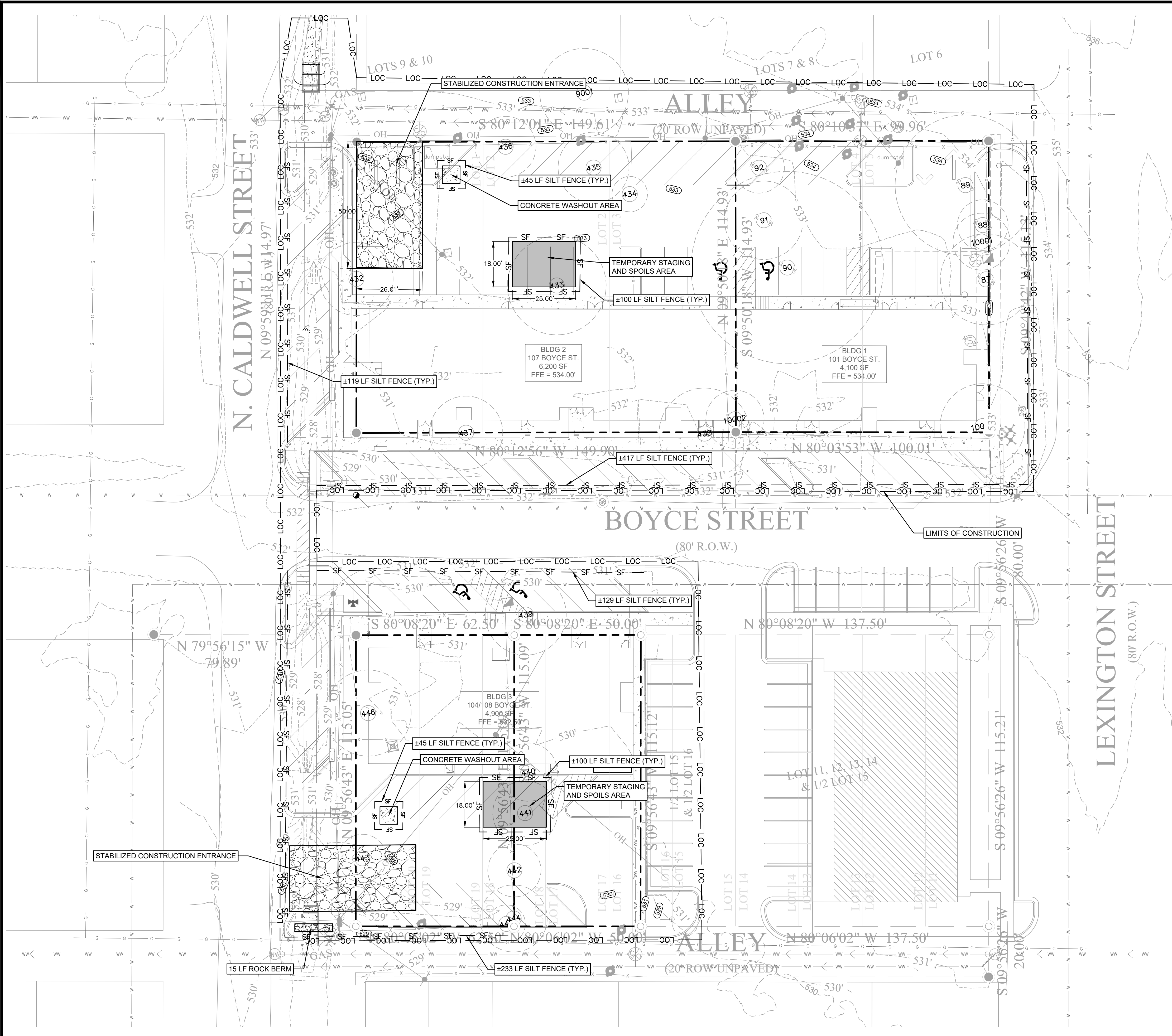
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. _____

SHEET 4 OF 27

C:\CompanyData\Clients\1168 - BuildBlock\001-24_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001_EROSION.dwg -- Wed, Sep 04, 2024, 11:30am, By: anacantu



- LEGEND**
- 700 --- EXISTING CONTOURS
 - 700 --- PROPOSED CONTOURS
 - >--- DRAINAGE FLOW DIRECTION
 - SF --- SF SILT FENCE
 - LOC --- LOC LIMIT OF CONSTRUCTION
 - [Pattern] STABILIZED CONSTRUCTION ENTRANCE

- NOTES:**
- IF AN ADDITIONAL CONCRETE WASHOUT IS NEEDED, THE LOCATION WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTED ON THE ESC PLAN SHEET AND SWP3 AT THAT TIME.
 - ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
 - ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
 - INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
 - ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
 - MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
 - EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THE LOCATION CLEARED BY COUNTY INSPECTORS.
 - LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
 - CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
 - THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
 - INLET PROTECTION SHALL BE INSTALLED IMMEDIATELY UPON INLET INSTALLATION.
 - INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
 - INITIATE PERMANENT STABILIZATION IMMEDIATELY ONCE WORK HAS CEASED AND FINAL GRADE HAS BEEN ACHIEVED.
 - ALL DISTURBED/BARE AREAS WILL REQUIRE PERMANENT STABILIZATION BEFORE FINAL ACCEPTANCE CAN BE ACHIEVED. AVOID DISTURBING AREAS OF THE PROJECT THAT ARE NOT NECESSARY FOR CONSTRUCTION.
 - COUNTY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
 - TEMPORARY ESC MEASURES SHALL REMAIN IN PLACE IN ALL DISTURBED AREAS UNTIL ADEQUATE STABILIZATION HAS BEEN ACHIEVED.
 - CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERT BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN BE OBTAINED.
 - TRAVIS COUNTY REQUIRES CERTIFIED SWP3 INSPECTORS TO CONDUCT SWP3 INSPECTIONS AND REPORTING ON ALL PROJECTS WITH ONE ACRE OF DISTURBANCE LAGER.
 - PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.

- SEQUENCE OF CONSTRUCTION**
- INSTALL EROSION CONTROLS PER APPROVED PLAN.
 - TEMPORARY CONTROLS TO BE INSPECTED AND MAINTAINED WEEKLY AND PRIOR TO ANTICIPATED RAINFALL EVENTS, AND AFTER RAINFALL EVENTS, AS NEEDED. CONTRACTOR/OWNER SHALL PROVIDE A CONTACT NAME AND NUMBER FOR EROSION CONTROL ISSUES.
 - CONDUCT DEMOLITION ACTIVITIES, IF APPLICABLE.
 - CONSTRUCT DRAINAGE IMPROVEMENTS, IF APPLICABLE.
 - CONSTRUCT CURB INLET PROTECTION AT THE TIME OF CURB INLET INSTALLATION.
 - CONSTRUCT DEVELOPMENT PER APPROVED PLANS.
 - INSTALL STREETSCAPE AND/OR LANDSCAPING IMPROVEMENTS.
 - CONTRACTOR TO VEGETATE ANY DISTURBED AREAS ONCE FINAL GRADING IS COMPLETE, AND ESTABLISH A MIN OF 70% VEGETATION PRIOR TO COMPLETION. PER TPDES REQUIREMENTS, DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES WITHIN 21 DAYS. SEEDING DOES NOT CONSTITUTE AS STABILIZATION.
 - REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.

NOTE

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES HAVE CEASED (TEMPORARILY OR PERMANENT) AND SHALL BE STABILIZED WITHIN 14 DAYS UNLESS ACTIVITY RESUMES IN 21 DAYS, PER TPDES REQUIREMENTS.

LIMITS OF CONSTRUCTION:

±74,062 SF = ±1.70 AC

TEXAS ONE CALL SYSTEM
1-800-245-4545

UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

CAUTION - ELECTRICITY PRESENT

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| NO. | REVISION | DATE |
|-----|----------|------|
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| | | |
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9/4/2024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY A. CAMPBELL KEY IV, PE #147977 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

Southwest Engineers

TBPE NO. F-1909
www.swengineers.com

HEADQUARTERS

307 Saint Lawrence Street, Gonzales TX 78629
P: 830.672.7546 F: 830.672.2034

CENTRAL TEXAS

205 Cimarron Park Loop, Ste. B, Buda TX 78610
P: 512.312.4330

WARNING

IF THIS BAR DOES NOT MEASURE 1" THE DRAWING IS NOT TO SCALE

DRAWN BY: APCG / BS

CHECKED BY: HCD

EROSION & SEDIMENTATION CONTROL PLAN

BOYCE STREET MIXED-USE DEVELOPMENT

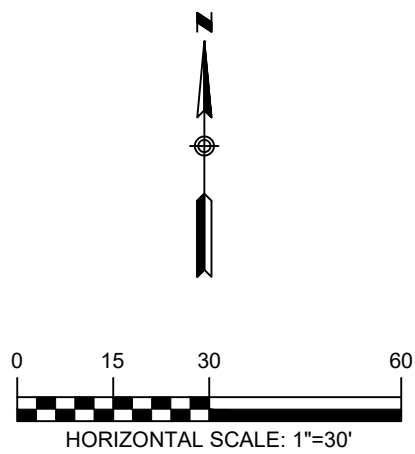
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. _____

SHEET 5 OF 27

O:\CompanyData\Clients\1168 - BuildBlock\001-24_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001_DRNG.dwg -- Layout: 'EXISTING DRAINAGE AREA MAP' -- Wed, Sep 04, 2024, 11:30am, By: ana.cantu



- LEGEND
- 700 --- EXISTING CONTOURS
 - 700 --- PROPOSED CONTOURS
 - DRAINAGE AREA
 - TC --- TC --- TIME OF CONCENTRATION
 - A-1 --- POINT OF ANALYSIS
 - ← DRAINAGE FLOW DIRECTION
 - DA ACRES --- DRAINAGE AREA LABEL
 - # --- INLET LABEL

- NOTES:
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
 - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRIS.

| EXISTING DRAINAGE SUMMARY TABLE (NRCS METHOD) | | | | | | |
|--|-------|-------|-------|-------|-------|-------|
| AREA NAME | A | OS A | POA A | B | OS B | POA B |
| Drainage Area (ac.) | 0.66 | 1.39 | - | 0.30 | 0.65 | - |
| CN # | 80 | 80 | - | 80 | 80 | - |
| % Impervious | 23% | 20% | - | 13% | 85% | - |
| Tc (hrs) | 0.222 | 0.242 | - | 0.249 | 0.083 | - |
| 2 year Discharge (cfs) | 1.6 | 5.5 | 6.5 | 0.7 | 3.3 | 3.8 |
| 10 year Discharge (cfs) | 2.9 | 9.5 | 11.4 | 1.4 | 5 | 6 |
| 25 year Discharge (cfs) | 3.8 | 12.2 | 14.6 | 1.8 | 6.2 | 7.5 |
| 100 year Discharge (cfs) | 5.2 | 16.7 | 20.2 | 2.5 | 8.2 | 10.1 |

| DRAINAGE AREA | TIME OF CONCENTRATION - EXISTING | | | | | | | | | | | | | |
|---------------|----------------------------------|------------------|-------|--------------------|---------------------------|------------------|------------------|----------------------|-----------------------|----------------|----------------------|-----------------|-----------------|-------------------|
| | SHEET FLOW | | | | SHALLOW CONCENTRATED FLOW | | | | CHANNEL FLOW (GUTTER) | | | Total Tc (MIN.) | Total Tc (HRS.) | Total Tlag (MIN.) |
| | L FT | SLOPE (FT/FT) | n | Tc sheet (MIN.) | L FT | SLOPE (FT/FT) | Paved? Y or N | Tc Shallow (MIN.) | L FT | Vavg (FT/S) | Tc Channel (MIN.) | | | |
| A | 100.000 | 0.010 | 0.24 | 16.6 | 190 | 0.011 | N | 1.9 | 0 | 4.00 | 0.00 | 18.5 | 0.309 | 11.129 |
| OS A | 100.000 | 0.015 | 0.011 | 1.2 | 89 | 0.028 | Y | 0.4 | 0 | 4.00 | 0.00 | 5.0 | 0.083 | 3.000 |
| B | 100.000 | 0.015 | 0.24 | 14.1 | 66 | 0.008 | N | 0.8 | 0 | 4.00 | 0.00 | 14.9 | 0.249 | 8.957 |
| OS B | 100.000 | 0.015 | 0.011 | 1.2 | 78 | 0.010 | Y | 0.7 | 0 | 4.00 | 0.00 | 5.0 | 0.083 | 3.000 |



TEXAS ONE CALL SYSTEM
1-800-245-4545

UNDER PENALTY OF LAW, THE CONTRACTOR IS REQUIRED TO CONTACT THE TEXAS ONE CALL SYSTEM AT LEAST 48 HOURS BEFORE STARTING EXCAVATION.

NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARES THEM. IN APPROVING THESE PLANS, THE CITY OF MANOR MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

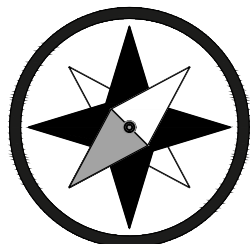
CAUTION - ELECTRICITY PRESENT

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EXISTING DRAINAGE AREA MAP

**BOYCE STREET MIXED-USE
DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. _____

SHEET 7 OF 27

O:\CompanyData\Clients\1168 - BuildBlock\001-24_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001_DRNG.dwg -- Layout: "PROPOSED DRAINAGE AREA MAP" -- Wed, Sep 04, 2024, 11:30am, By: ana.cantu



- LEGEND
- EXISTING CONTOURS
 - PROPOSED CONTOURS
 - DRAINAGE AREA
 - TC TIME OF CONCENTRATION
 - POINT OF ANALYSIS
 - DRAINAGE FLOW DIRECTION
 - DRAINAGE AREA LABEL
 - INLET LABEL

- NOTES:
- ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
 - OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNIRIS.

| PROPOSED DRAINAGE SUMMARY TABLE (NRCS METHOD) | | | | | |
|--|-------|-------|-------|-------|-------|
| AREA NAME | A | OS A | POA A | B | OS B |
| Drainage Area (ac.) | 0.66 | 1.39 | - | 0.30 | 0.65 |
| CN # | 80 | 80 | - | 80 | 80 |
| % Impervious | 89% | 20% | - | 83% | 85% |
| Tc (hrs) | 0.083 | 0.083 | - | 0.083 | 0.083 |
| 2 year Discharge (cfs) | 3.4 | 5.5 | 8.9 | 1.5 | 3.3 |
| 10 year Discharge (cfs) | 5.2 | 9.5 | 14.7 | 2.3 | 5 |
| 25 year Discharge (cfs) | 6.3 | 12.2 | 18.5 | 2.9 | 6.2 |
| 100 year Discharge (cfs) | 8.4 | 16.7 | 25.1 | 3.8 | 8.2 |

| TIME OF CONCENTRATION - PROPOSED | | | | | | | | | | | | |
|----------------------------------|------------|---------------|-------|-----------------|---------------------------|---------------|---------------|-------------------|-----------------------|-------------|-------------------|-----------------|
| DRAINAGE AREA | SHEET FLOW | | | | SHALLOW CONCENTRATED FLOW | | | | CHANNEL FLOW (GUTTER) | | | Total Tc (MIN.) |
| | L FT | SLOPE (FT/FT) | n | Tc sheet (MIN.) | L FT | SLOPE (FT/FT) | Paved? Y or N | Tc Shallow (MIN.) | L FT | Vavg (FT/S) | Tc Channel (MIN.) | |
| A | 100,000 | 0.010 | 0.011 | 1.4 | 190 | 0.011 | Y | 1.5 | 0 | 4.00 | 0.00 | 5.0 |
| OS A | 100,000 | 0.015 | 0.011 | 1.2 | 89 | 0.028 | Y | 0.4 | 0 | 4.00 | 0.00 | 5.0 |
| B | 100,000 | 0.015 | 0.011 | 1.2 | 66 | 0.008 | Y | 0.6 | 0 | 4.00 | 0.00 | 5.0 |
| OS B | 100,000 | 0.015 | 0.011 | 1.2 | 78 | 0.010 | Y | 0.7 | 0 | 4.00 | 0.00 | 5.0 |

TEXAS ONE CALL SYSTEM
1-800-245-4545

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NO.

REVISION

DATE

9/4/2024

STATE OF TEXAS

147977

A. CAMPBELL KEY IV

PROFESSIONAL ENGINEER

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PROPOSED DRAINAGE AREA MAP

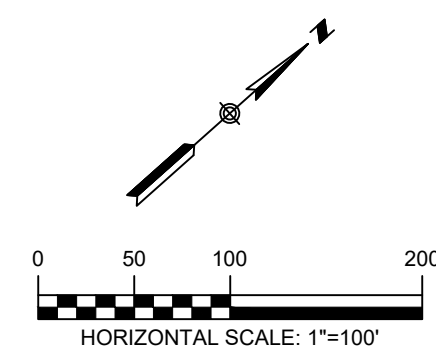
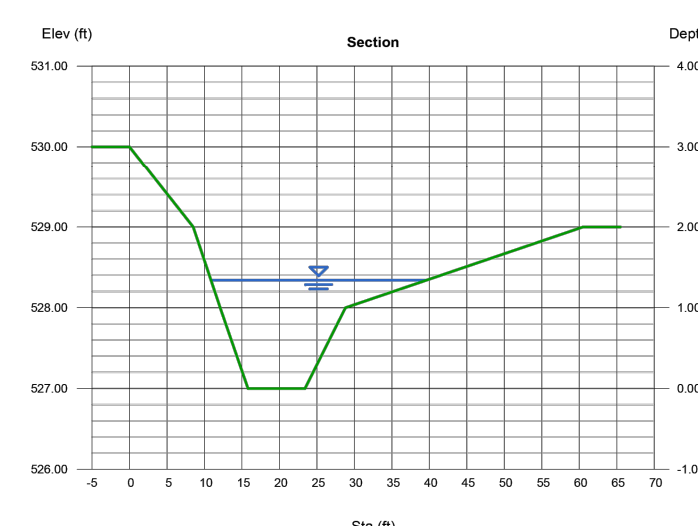
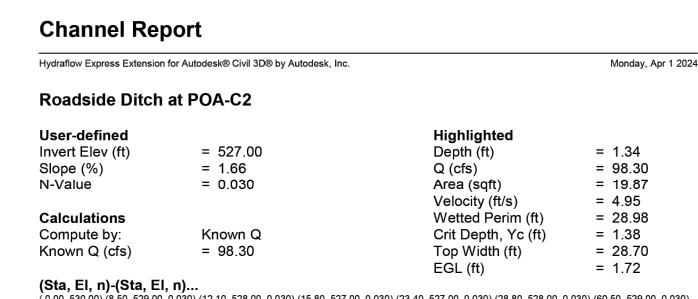
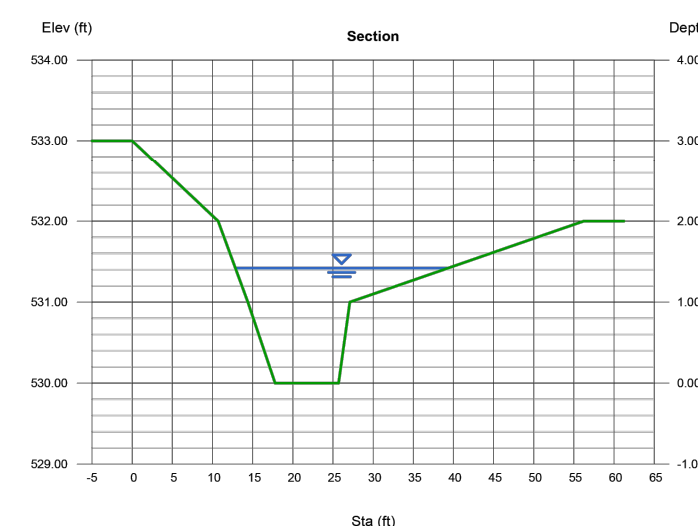
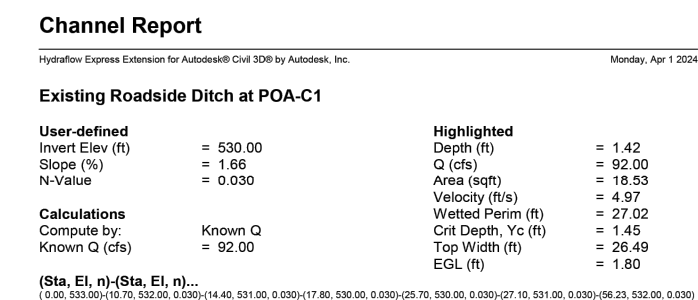
BOYCE STREET MIXED-USE DEVELOPMENT

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO.

SHEET 8 OF 27



- | | |
|------------------|-------------------------|
| | LEGEND |
| — 700 — | EXISTING CONTOURS |
| — (700) — | PROPOSED CONTOURS |
| — ■ — ■ — ■ — | DRAINAGE AREA |
| — TC — TC — | TIME OF CONCENTRATION |
| ○ — (A-1) | POINT OF ANALYSIS |
| ◀ — | DRAINAGE FLOW DIRECTION |
| ⊙ DA ACRES | DRAINAGE AREA LABEL |
| ■ # | INLET LABEL |

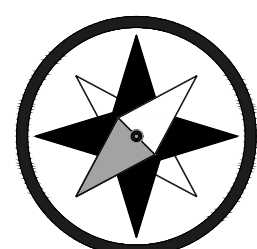
- NOTES:
1. ON-SITE SURVEY TOPOGRAPHIC INFORMATION PROVIDED BY ALL STAR LAND SURVEYING OBTAINED ON SEPTEMBER 14, 2023.
 2. OFF-SITE TOPOGRAPHIC INFORMATION OBTAINED FROM TNRIS.

| AREA NAME | OS-C | POA C1 | C | POA C2 |
|--------------------------|-------|--------|-------|--------|
| Drainage Area (ac.) | 13.43 | - | 1.81 | - |
| CN # | 80 | - | 80 | - |
| % Impervious | 95% | - | 88% | - |
| Tc (hrs) | 0.529 | - | 0.083 | - |
| 2 year Discharge (cfs) | 37.4 | 37.4 | 9.2 | 39.9 |
| 10 year Discharge (cfs) | 56.7 | 56.7 | 14.1 | 60.5 |
| 25 year Discharge (cfs) | 69.8 | 69.8 | 17.4 | 74.6 |
| 100 year Discharge (cfs) | 92.0 | 92.0 | 23.0 | 98.3 |

| TIME OF CONCENTRATION - CONVEYANCE | | | | | | | | | | | | | | |
|------------------------------------|------------|---------------|-------|-----------------|---------------------------|---------------|---------------|-------------------|-----------------------|-------------|-------------------|-----------------|-----------------|-------------------|
| DRAINAGE AREA | SHEET FLOW | | | | SHALLOW CONCENTRATED FLOW | | | | CHANNEL FLOW (GUTTER) | | | Total Tc (MIN.) | Total Tc (HRS.) | Total Tlag (MIN.) |
| | L FT | SLOPE (FT/FT) | n | Tc sheet (MIN.) | L FT | SLOPE (FT/FT) | Paved? Y or N | Tc Shallow (MIN.) | L FT | Vavg (FT/S) | Tc Channel (MIN.) | | | |
| OS-C | 100.000 | 0.000 | 0.011 | 22.4 | 192 | 0.010 | Y | 1.6 | 1774 | 4.00 | 7.39 | 31.3 | 0.522 | 18.808 |
| C | 100.000 | 0.010 | 0.011 | 1.4 | 214 | 0.010 | Y | 1.8 | 0 | 4.00 | 0.00 | 5.0 | 0.083 | 3.000 |

[illegible]

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CONVEYANCE DRAINAGE AREA MAP

BOYCE STREET MIXED-USE DEVELOPMENT

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. _____

SHEET 9 OF 27

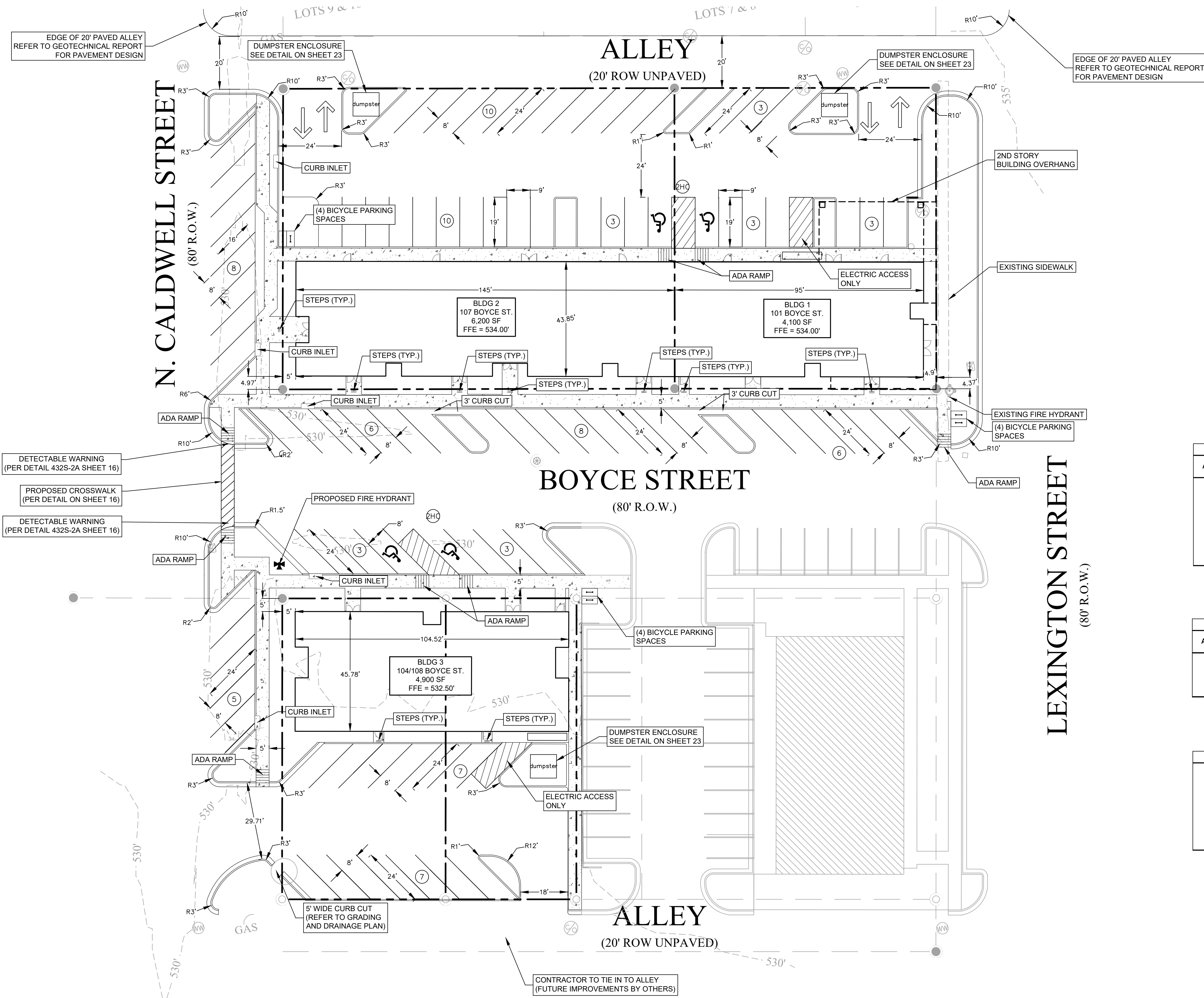
TEXAS ONE CALL SYSTEM
1-800-245-4545

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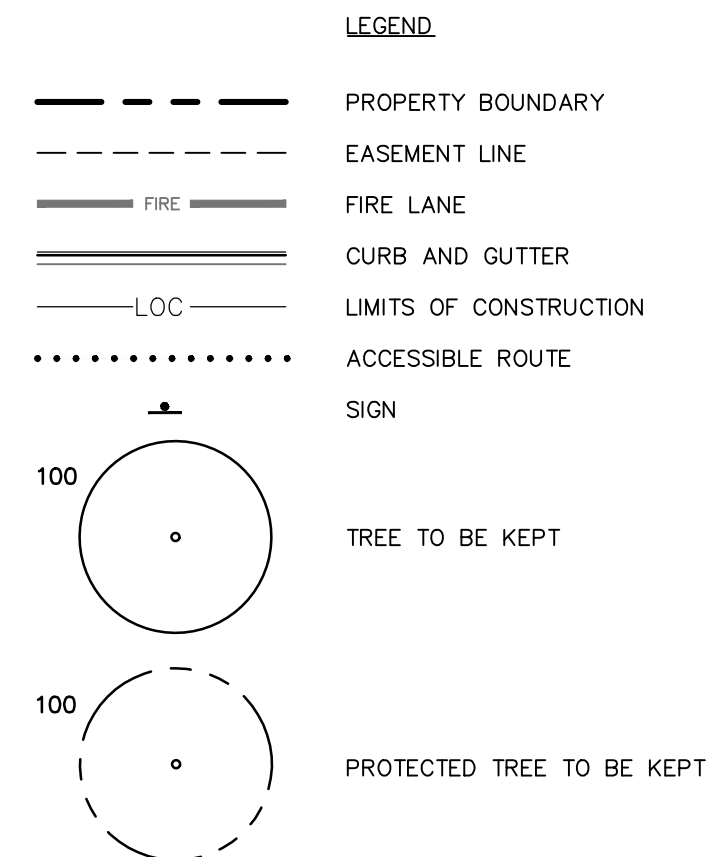
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| SITE DATA TRACTS 1 & 3 | |
|--------------------------------------|-----------|
| PROPOSED IC - BUILDING | 10,320 SF |
| PROPOSED IC - PARKING/SIDEWALK | 14,816 SF |
| PROPOSED IC - PARKING/SIDEWALK (ROW) | 7,941 SF |
| TOTAL PROPOSED IMPERVIOUS COVER | 33,077 SF |

| SITE DATA TRACTS 2 & 4 | |
|--------------------------------------|-----------|
| PROPOSED IC - BUILDING | 4,917 SF |
| PROPOSED IC - PARKING/SIDEWALK | 6,336 SF |
| PROPOSED IC - PARKING/SIDEWALK (ROW) | 4,974 SF |
| TOTAL PROPOSED IMPERVIOUS COVER | 16,227 SF |

| BUILDING DATA TRACTS 1, 2, 3 & 4 | |
|----------------------------------|-----------|
| TOTAL EXISTING BUILDINGS | 6,734 SF |
| BLDG 101 & 107 | 33,036 SF |
| BLDG 104 & 108 | 14,100 SF |
| TOTAL GROSS BUILDING AREA | 47,136 SF |
| BUILDING HEIGHT | 3 STORIES |



| PARKING CALCULATIONS (BUILDINGS 1 & 2) | | | | | | |
|--|-----------------------------------|-------------------------|-----------------|--------------------------|------------------|------------------|
| Area (ac.) | Building No. | Units | Number of Units | Requirement | Parking Required | Parking Provided |
| 0.660 | 1 (101 Boyce) | One bedroom | 5 bedrooms | 1.5 spaces for 1 bedroom | 8 | 8 |
| | | Two bedroom | 2 bedrooms | 2 spaces for 2 bedroom | 4 | 4 |
| | | Retail (Sales)(SF) | 2883 SF | 1 space for each 350 SF | 8 | 10 |
| | | Retail (Restaurant)(SF) | 1500 SF | 1 space for each 250 SF | 6 | 6 |
| | 2 (107 Boyce) | One bedroom | 8 bedrooms | 1.5 spaces for 1 bedroom | 12 | 12 |
| | | Two bedroom | 2 bedrooms | 2 spaces for 2 bedroom | 4 | 4 |
| | | Retail (Sales)(SF) | 3878 SF | 1 space for each 350 SF | 11 | 12 |
| | | Retail (Restaurant)(SF) | 1500 SF | 1 space for each 250 SF | 6 | 6 |
| | Subtotal (Bedrooms) + 10% Guest | | | | 30.3 | - |
| | Subtotal (Retail) - 10% Reduction | | | | 28.2 | - |
| TOTAL (Bedrooms + Retail) | | | | | 59 | 62 |

| PARKING CALCULATIONS (BUILDING 3) | | | | | | | |
|-----------------------------------|-------------------|-----------------------------------|-----------------|--------------------------|------------------|------------------|---|
| Area (ac.) | Building No. | Units | Number of Units | Requirement | Parking Required | Parking Provided | |
| 0.300 | 3 (104+108 Boyce) | One Bedroom | 4 | 1.5 spaces for 1 bedroom | 6 | 8 | |
| | | Two Bedroom | 4 | 2 spaces for 2 bedroom | 8 | 6 | |
| | | Retail (Sales) (SF) | 4,013 | 1 space for each 350 SF | 11 | 12 | |
| | | Retail (Restaurant)(SF) | - | - | - | - | |
| | | Subtotal (Bedrooms) + 10% Guest | | | | 15.4 | - |
| | | Subtotal (Retail) - 10% Reduction | | | | 10.3 | - |
| TOTAL (Bedrooms + Retail) | | | | 26 | 26 | | |

| PARKING PROVIDED | |
|-----------------------------|----|
| Standard: | 84 |
| Compact: | 0 |
| Parallel: | 0 |
| Accessible: | 4 |
| Total: | 88 |
| Accessible Spaces Required: | 4 |
| Bicycle Spaces Provided: | 12 |



TEXAS ONE CALL SYSTEM
1-800-245-4545

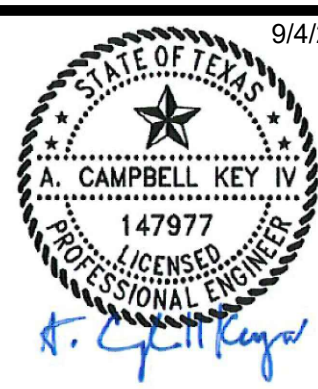
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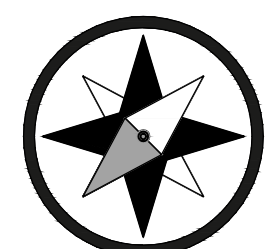
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SITE AND DIMENSION CONTROL PLAN

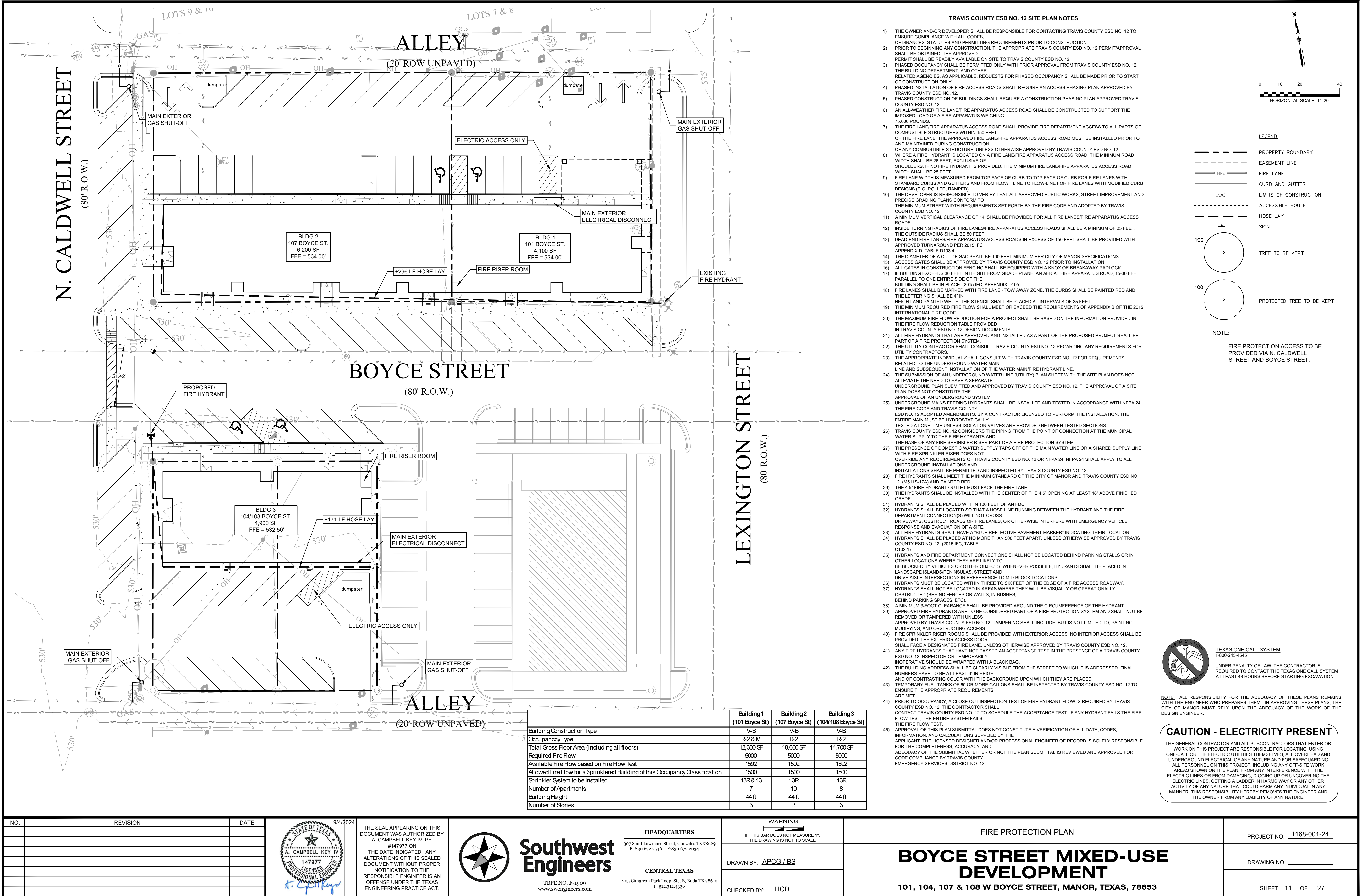
BOYCE STREET MIXED-USE DEVELOPMENT

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

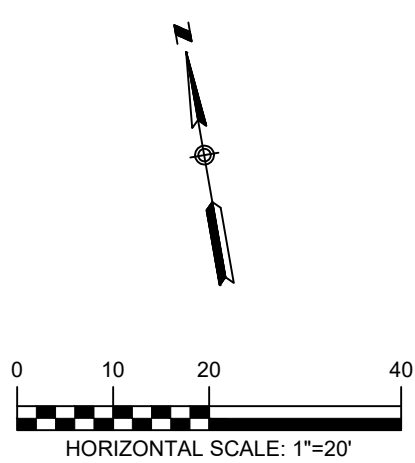
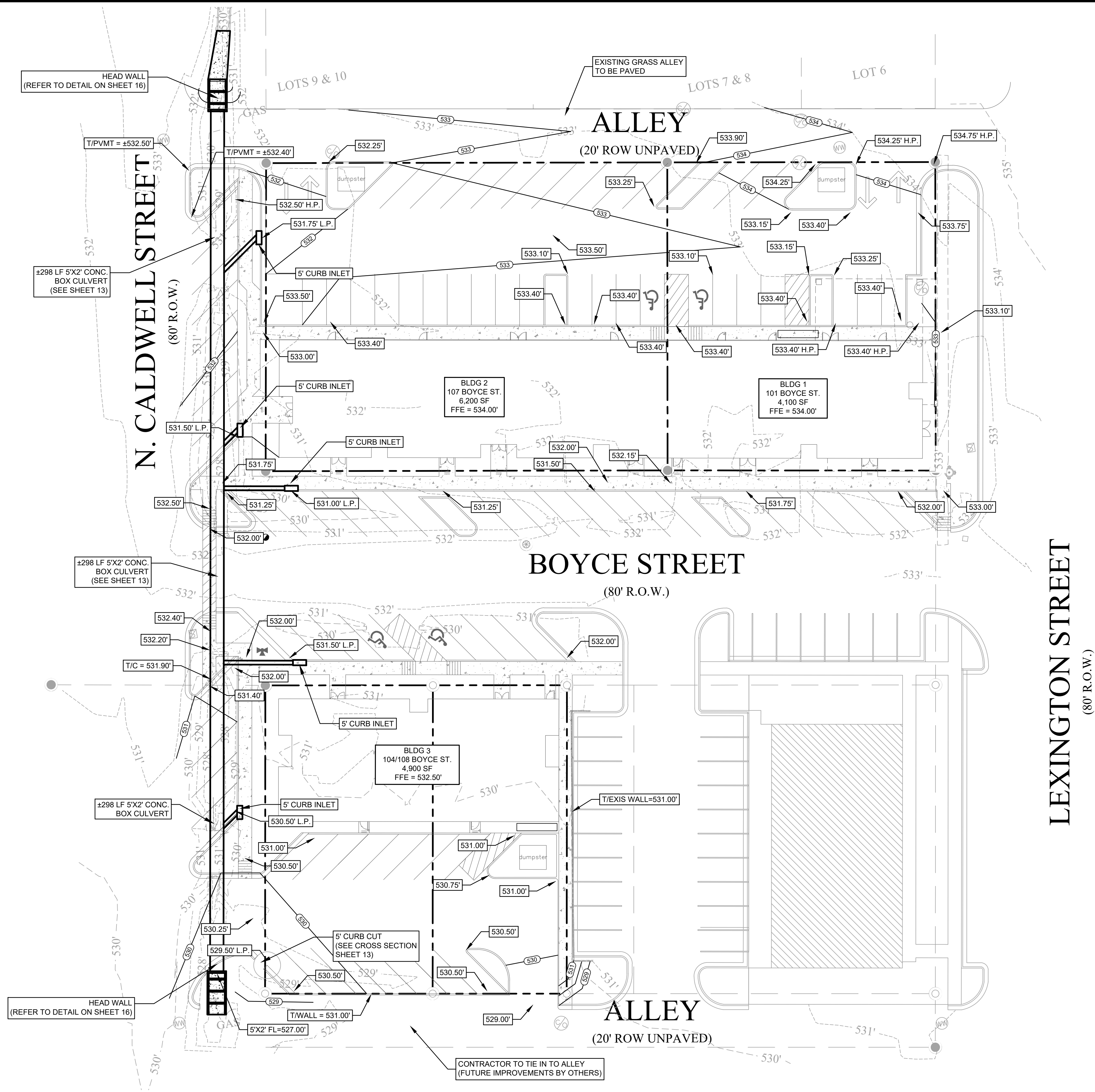
PROJECT NO. 1168-001-24

DRAWING NO. _____


SHEET 10 OF 27



C:\CompanyData\Clients\1168 - BuildBlock\001-24_Boyce Street Mixed-Use Development\CAD\Sheets\1168-001_GRAD.dwg -- Layout: "GRADING AND DRAINAGE PLAN" -- Wed, Sep 04, 2024, 4:10pm, By: ana.cantu



- LEGEND
- 700 --- EXISTING CONTOURS
 - 700 --- PROPOSED CONTOURS
 - [700.00] PROPOSED SPOT ELEVATION
 - PROPOSED STORM DRAIN



TEXAS ONE CALL SYSTEM
1-800-245-4545

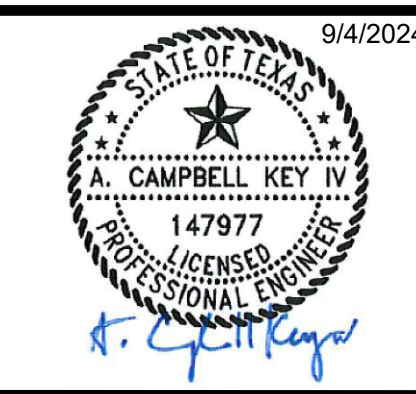
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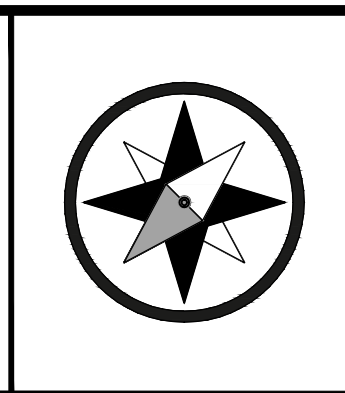
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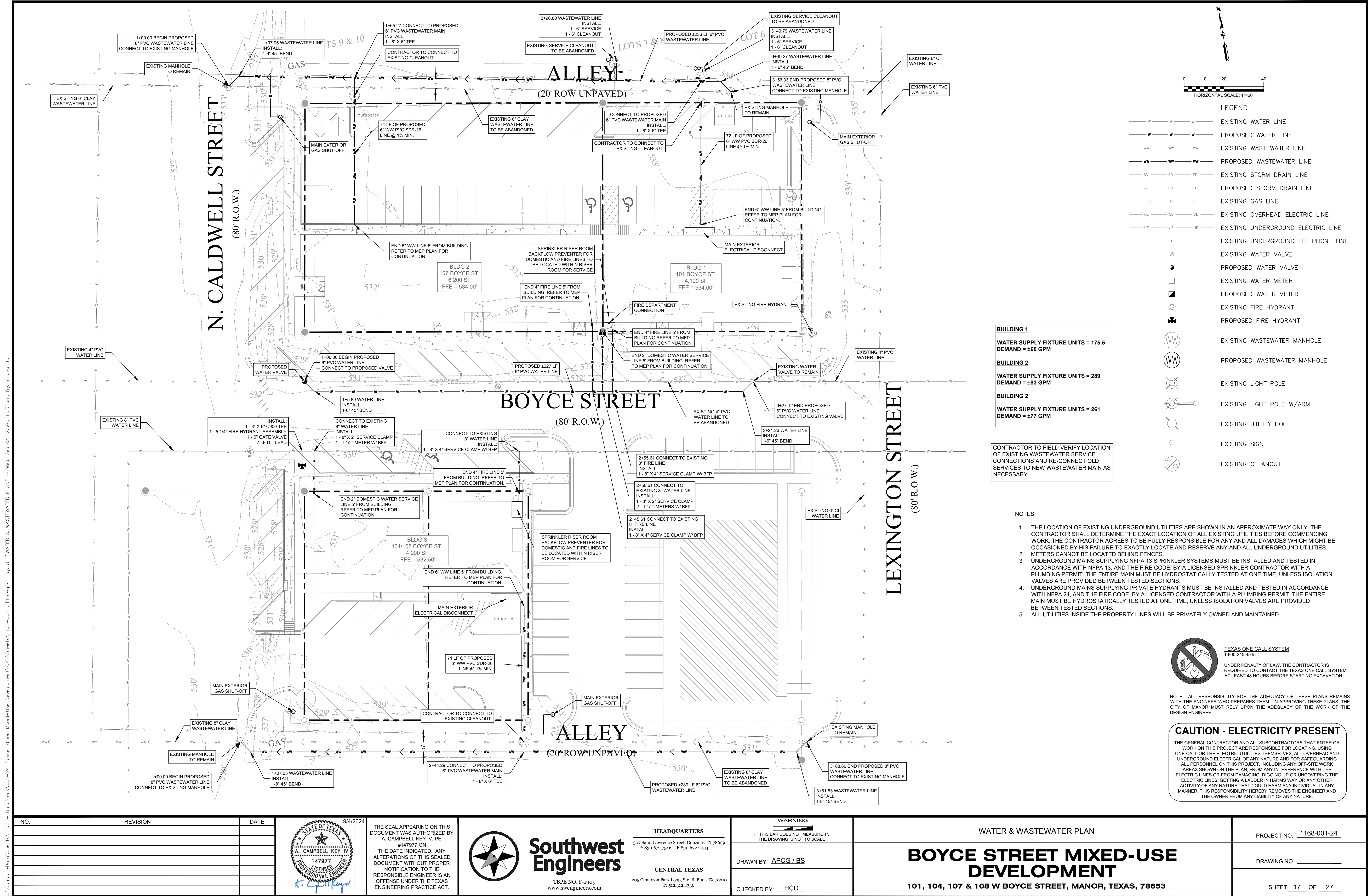
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GRADING AND DRAINAGE PLAN

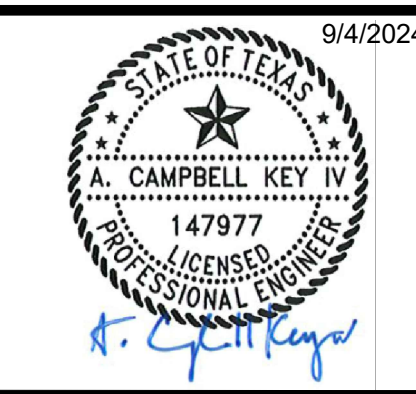
BOYCE STREET MIXED-USE DEVELOPMENT

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

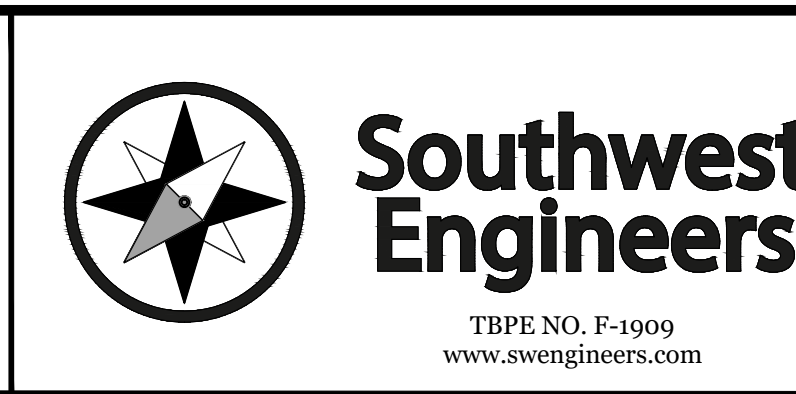
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| PROJECT NO. <u>1168-001-24</u> |
| DRAWING NO. _____ |
| SHEET <u>12</u> OF <u>27</u> |



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WATER & WASTEWATER PLAN

BOYCE STREET MIXED-USE DEVELOPMENT

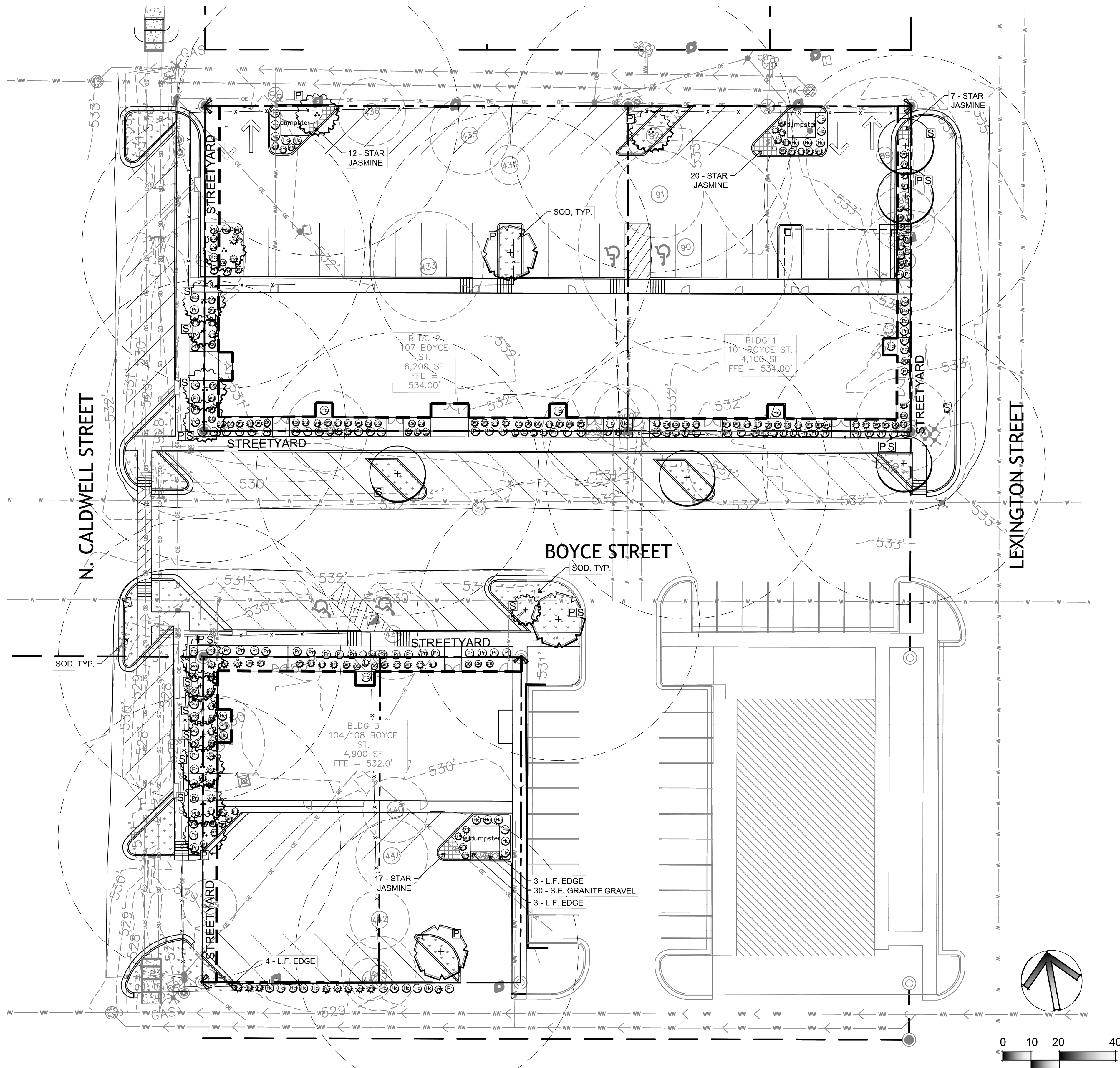
101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

PROJECT NO. 1168-001-24

DRAWING NO. _____

SHEET 17 OF 27

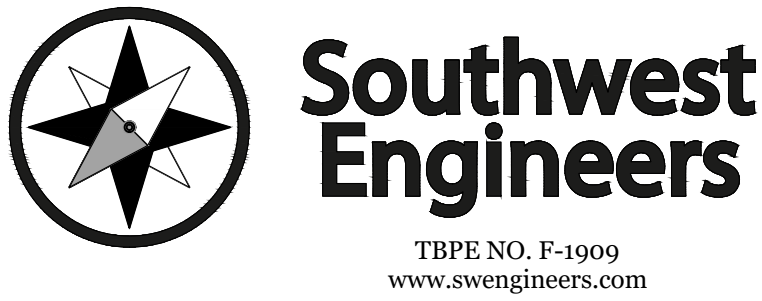
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FOR REFERENCE ONLY

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HEADQUARTERS
307 Saint Lawrence Street, Gonzales TX 78629
P: 830.672.7546 F: 830.672.2034

CENTRAL TEXAS
205 Cimarron Park Loop, Ste. B, Buda TX 78610
P: 512.312.4330

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| CHECKED BY: <u>HCD</u> | |

LANDSCAPE PLAN

**BOYCE STREET MIXED-USE
DEVELOPMENT**

101, 104, 107 & 108 W BOYCE STREET, MANOR, TEXAS, 78653

| NO. | REVISION | DATE |
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carrillo DEAN
Landscape Architecture

7301 Via Correto Dr. • CarrilloDean.com
Austin, Texas 78749 • Phone: 512-535-7303



PROJECT NAME

**BOYCE STREET
COMMERCIAL**

PROJECT ADDRESS

**101 BOYCE STREET
MANOR, TX 78653**

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| DATE | SCALE | JOB NO. |
| 08/27/24 | AS SHOWN | 128-06 |

SHEET TITLE


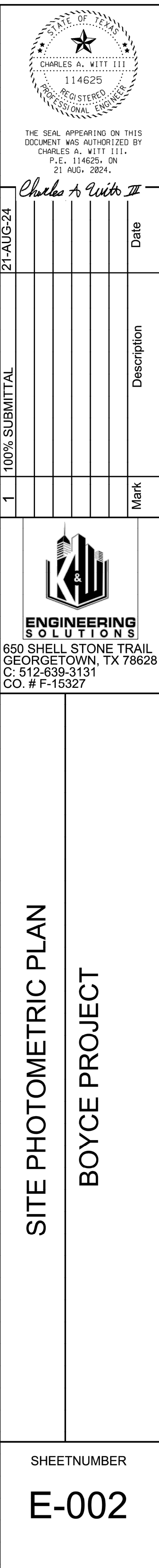
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**Southwest
Engineers**

TBPE NO. F-1909
www.swengineers.com

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PROJECT NO. 1168-001-24

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SHEET 26 OF 27



**CITY COUNCIL
WORKSHOP SESSION MINUTES
OCTOBER 19, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Tracey Vasquez, HR Director

WORKSHOP SESSION – 9:00 A.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 9:09 a.m. on Saturday, October 19, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. Discussion of the City of Manor Policies and Procedures Handbook

HR Director Vasquez discussed the following proposed policies.

- Section 1 - Equal Opportunity and Commitment to Diversity
 - 1.3 Commitment to Diversity and Inclusion
 - 1.4 Americans with Disabilities Act (ADA) and Reasonable Accommodations
 - 1.6 Pregnant Workers Fairness Act
- Section 2 - Conflict of Interest and Confidentiality
 - 2.3 Employee Privacy
 - 2.4 Privacy-Social Security Numbers

- Section 3 - Employment Relationship
 - 3.4 Workweek and Hours of Work
 - 3.5 Hybrid Working
 - 3.10 Deductions from Pay/Safe Harbor
 - 3.13 Access to Personnel Files
 - 3.16 Certification Pay
 - 3.17 Promotion, Demotion, and Transfers
 - 3.18 Sign-on and Retention Bonus
- Section 4 - Workplace Safety
 - 4.1 Drug-Free and Alcohol-Free Workplace
 - 4.6 Visitors
 - 4.7 Continuity of Operations
- Section 5 – Workplace Guidelines
 - 5.5 Social Media Acceptable Use

There was no action taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 10:50 a.m. on Saturday, October 19, 2024.

The Manor City Council approved these minutes on November 6, 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



Last updated:

City of Manor History

The City of Manor, founded in 1872, was located on the Houston and Texas Central Railway, giving residents easy access to markets. The City was named for James B. Manor who settled on Gilleland Creek, west of present-day downtown Manor. By the mid-1880s Manor had a district school, three churches, six general stores, and a population of 125. Cotton, cottonseed, and grain were the principal commodities shipped from the area. The community grew rapidly in the late nineteenth and early centuries, with population estimates reaching 500 by 1892 and 900 by 1914. In the late 1920s, Manor had 1,000 residents but the onset of the Great Depression led to a decline. Manor continued to serve as a commercial center for area farmers, many of whom used the railroad to ship livestock and dairy products. Based on the Decennial Census, the 2000 population was 1,200 persons. Today, the City of Manor's population exceeds an estimate of 12,000 residents.

Over the next decade, the City of Manor is poised to see explosive growth as its proximity to Austin, its affordable land, and its location at an interchange of the SH130 toll-road set the stage for this growth. Many new subdivisions offer a variety of housing types for first-time home buyers to retirees. In addition, the possibility that the still-active rail line might be used for commuter rail has increases Manor's growth prospects.

In conjunction with the current boom in residential growth, commercial retail and service providers are discovering that the City of Manor has affordable land, along with streamlined development processes created to welcome new development.

Your City Government

The City of Manor is a "Home-Rule" city which operates as Council-Manager form of government. Manor's governing body is made up of six Council Members and the Mayor, all of whom have an equal vote in making decisions for the City. The Mayor and the Council Members are elected at-large, by Place. Each seat on the council, except for the position of mayor, are numbered as Place 1 through Place 6. The Council Member occupying a particular seat is identified by the Place number assigned to that council seat.

Welcome

Welcome to City of Manor! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the City's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, sustainability, and diversity. Our team uses their creativity and talent to invent new solutions, meet new demands, and provide quality services. With your active involvement, creativity, and support, the City will continue to achieve its goals. We sincerely hope you will take pride in being an important part of City's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources (HR) department.

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Employee Acknowledgment and Receipt of Employee Handbook

Employee Acknowledgment and Receipt of Harassment Policy

Employee Acknowledgement and Receipt of Worker's Compensation and On Call/Call Back Policies

Acknowledgement and Receipt of Essential/Non-Essential Status

****This personnel policy should not be considered all-inclusive. The absence of a specific policy covering any act of the employee of the City of Manor does not mean that act is condoned, permissible, or would not call for disciplinary action.**

****This Personnel Policies & Procedures Handbook does not constitute a contract of employment. Nothing in this handbook is intended to alter the continuing at-will status of employment with the City.**

Equal Opportunity and Commitment to Diversity

1.1 Employment at Will

Employment in the City is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the City Manager.

This means that the employee or the City may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee, is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period. In addition, no City representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or hourly terms are stated for convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. City employees have the right to engage in or refrain from such activities.

City Council must approve amendments and additions to the Personnel Policies & Procedures Handbook. The Human Resource Department produces all personnel policies, while the City Manager is responsible for the implementation of the policies.

1.2 Equal Opportunity

The City provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The City expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of their direct Supervisor and the Human resources Director.

1.3 Commitment to Diversity and Inclusion

The City of Manor is committed to creating, fostering, cultivating, and preserving a workplace culture in which all employees can participate and contribute to the success of the operations and are valued for their skills, experience, and unique perspectives. This commitment is embodied in the City's policy and how we do business and is an essential principle of sound management.

The City's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection, compensation and benefits, professional development and training, promotions, transfers, social and recreational programs, layoffs; terminations, and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Promoting open, effective communication, as well as clear channels for feedback for all employees.
- Establish clear written employment policies and guidelines that address penalties for discriminatory treatment or behavior, harassment, and retaliation.
- Established a transparent process for reporting behaviors that violate these policies.
- Provide training opportunities for all personnel to ensure their commitment to recognizing and avoiding conscious and unconscious bias towards any persons with whom they have contact.
- Establish and maintain staff resources committed to the implementation and coordination of the City of Manor strategic initiatives.
- Employees who believe they have been subjected to discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or the Human Resources Director.

1.4 Americans with Disabilities Act (ADA) and Reasonable Accommodation

The City of Manor is committed to the fair and equal employment of individuals with disabilities under the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act as Amended (ADAAA). It is the City's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation imposes an undue hardship on the City. The City of Manor prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested reasonable accommodation.

Under the ADA and ADAAA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy equal benefits and privileges of employment. An employee or applicant with a disability may request accommodation from the HR department and should specify in writing what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation to the extent permitted and under applicable law. The Human Resources Director then will review and analyze the request within a reasonable amount of time, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made or if any other possible accommodations are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodation. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of the City to prohibit harassment or discrimination based on disability or because an employee has requested reasonable accommodation. The City of Manor prohibits retaliation against employees for exercising their rights under the ADA and ADAAA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

The City will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon The City's continuity of operations.

1.5 Harassment and Complaint Procedure

It is the City's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived characteristics including, but not limited to, race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or

gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. The City of Manor will not tolerate such conduct.

Furthermore, retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The City will take all reasonable steps to prevent and eliminate unlawful harassment and retaliation.

Definition of “unlawful harassment.” “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on actual or perceived characteristics including, but not limited to race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Definition of “sexual harassment.” While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

- Submission to or rejection of such conduct is made either explicitly or implicitly as a term or condition of any individual’s employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not.

- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess.
- Displaying sexually suggestive objects, pictures, or cartoons.
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments.
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate the City's policy.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) Shunning and avoiding an individual who reports harassment, discrimination, or retaliation.
- (2) Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*
- (3) Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Complaint procedure. If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment or other inappropriate conduct, you are requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms conduct that violates this policy, the City will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report, whether a finding of harassment is made after an investigation. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

The City encourages all employees to attempt to resolve complaints informally through discussions with the employee's immediate supervisor or other member of management the employee is comfortable with. If an employee cannot resolve a complaint subject to this policy with his or her immediate supervisor, the employee shall submit a written complaint to the employee's Department Director. A written complaint to a Department Director for actions other than sexual harassment must be made within 30 days of the event or action complained of or the latest event or action if the complaint is regarding a series of actions. If an employee's complaint is not resolved to his or her satisfaction within ten days of filing a written complaint with the Department Director, the employee may present his or her written complaint to the Human Resources Department, who will forward the written complaint to the City Manager. The decision of the City Manager may be conveyed to the employee orally or in writing and is final.

1.6 Pregnant Workers Fairness Act

The U.S. Senate passed two acts that help working moms who are pregnant or breastfeeding. The Pregnant Workers Fairness Act and the Providing Urgent Maternal Protections for Nursing Mothers Act (the PUMP Act) were added to the 2023 omnibus spending bill, which has now passed the Senate and is headed for a House vote.

The PUMP Act: The PUMP Act for nursing mothers requires organizations to provide time and space for breastfeeding parents. The Affordable Care Act of 2010 already requires that employers provide reasonable time to express breast milk and provide a place for pumping, other than the bathroom, that is shielded from view and private.

Pregnant Workers Fairness Act: The second bill that helps mothers is the Pregnant Workers Fairness Act which requires employers to provide reasonable accommodations for medical conditions related to pregnancy and childbirth. The law states that employers can't deny employment opportunities based on these pregnancy accommodations, and they can't "require employees to take paid or unpaid leave if another reasonable accommodation can be provided."

The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at work, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public.

Specifically, the PWFA guarantees workers the affirmative right to receive reasonable accommodations for known limitations stemming from pregnancy, childbirth, and related medical conditions

Reasonable accommodations are changes in the work environment or how things are usually done.

Some examples of possible reasonable accommodations under the PWFA include:

- Additional, longer, or more flexible breaks to drink water, eat, rest, or use the restroom.
- Changing food or drink policies to allow for water bottles or food.
- Changing equipment, devices, or workstations, such as providing a stool or a way to do work while standing.
- Change uniforms or dress codes or provide safety equipment that fits.
- Changing a work schedule, such as having shorter hours, part-time work, or a later start time.
- Telework.
- Temporary reassignment.
- Temporary suspension of one or more essential functions of a job.
- Leave for health care appointments.
- Light duty or help with lifting or other manual labor or
- Leave to recover from childbirth or other medical conditions related to pregnancy or childbirth.

This list provides some examples; many other reasonable accommodations may exist. Also, a worker may need different accommodation at different times during the pregnancy or after childbirth.

Conflict of Interest and Confidential Information

2.1 Conflicts of Interest

The City of Manor expects all employees to conduct themselves in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding actual and potential conflicts of interest.

What constitutes a conflict of interest, or an unethical business practice is both a moral and a legal question. The City recognizes and respects the individual employee's right to engage in private activities outside of employment that do not in any way conflict with or reflect poorly on the City.

Defining all the circumstances and relationships that might create a conflict of interest is impossible. If a situation arises with a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Holding a substantial interest in, or participating in the management of, a firm to which the City makes sales or from which it makes purchases.
2. Accepting substantial gifts or excessive entertainment from an outside organization or agency (value of over \$50).
3. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the City.
4. Participating in civic or professional organization activities in a manner that divulges confidential City information.
5. Misusing privileged information or revealing confidential data to outside vendors, organizations, agencies, citizens, and/or contractors.
6. Using one's position in the City or knowledge of its affairs for personal gains; *and*
7. Have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City.
8. Use City employment, authority, or influence in any manner for his/her personal betterment, financial or otherwise.
9. Have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or services.
10. Discussions or participate in decisions of any City agency, board, commission, or instrumentality if the employee has any personal economic interest or is employed, directly or indirectly, by the person or entity that is the subject of the discussion or decision.
11. Accept other employment or engage in outside activities incompatible with the performance of duties and responsibilities as a City employee or that might impair independent judgment in performing duties to the City.

*For additional information regarding outside employment, refer to the Outside Employment section of this Handbook.

12. Accept remuneration or provide services for compensation, directly or indirectly, to a person or organization requesting an approval, investigation, or determination from the City.

Any potential conflicts of interest must be disclosed to the City Manager immediately and the potential or conflicted employee must be isolated from the transaction. An employee may not knowingly participate in a decision of any matter involving a business entity or real property with which he/she has substantial interest if the decision on the matter will have a special economic effect on the business entity or real property which is distinguishable from the general public or that may be controlled by Chapter 171, Regulation Of Conflicts Of Interest Of Officers Of Municipalities, Counties, And Certain Other Local Governments, Texas Local Government Code as may be amended from time to time. A “substantial interest in a business entity” is defined as an employee owning 10% or more of the voting stocks or shares of the business entity, the employee owns either 10% or more or \$15,000 or more of the fair market value of the business entity or the funds received by the employee exceeds 10% of the employee’s gross income for the previous year. A “substantial interest in real property” is defined as an employee owning \$2,500 or more in real property and/or if a person related to the employee in the first degree has a substantial interest.

Violations of this policy may result in disciplinary action up to and including termination of employment. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Human Resources Department, or the City Manager’s office.

2.2 Confidential Information

Confidential information is all information disclosed to or known by you because of employment with the City that is not generally known to people outside the City about its business.

An employee who improperly uses or discloses confidential information will be subject to disciplinary action up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information.

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. The Human Resources Department maintains these confidential medical files. Examples of information that may be provided to the City by an employee’s health care provider, and maintained in the confidential medical file, include:

- A note to justify an absence.
- A note to request leave.
- A note to verify the employee’s ability to return to work.

- Medical records to support a claim for sick pay or disability benefits.
- Insurance records and Workers' compensation records.

It is essential that employees understand that the records are confidential, but that confidentiality may be waived when the employee provides medical information to his/her supervisor or the Human Resources Department. When an employee provides information to his/her supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management.

In addition to protecting their own confidential medical information, employees must also respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

Any employee who is subpoenaed or otherwise potentially legally compelled to provide is encouraged to notify the human resources department prior to providing any information.

2.3 Employee Privacy

It is the City's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise or reasonable suspicion, you may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the City and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on company premises, medical examinations, drug testing, breathalyzer testing, and of the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Employees are expected to make use of city facilities only for the business purposes of the City of Manor. Accordingly, materials that appear on city hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the IT Department at any time without notice to the employees. Employees do not have to have any expectation of privacy with respect to any material on city property. The City of Manor regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

Video surveillance. As part of its security measures and to help ensure a safe workplace, the City has positioned video cameras to monitor various areas of its facilities. Video cameras will not be used in private areas, such as break rooms, restrooms, locker/dressing rooms, etc. Video equipment will not include an audio component.

2.4 Privacy—Social Security Numbers

It is the City's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information. Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, background investigations or for purposes of enrollment in the City's employee benefit plans.

All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The City will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

Employment Relationship

3.1 Employment Classification

The City of Manor classifies its employees as shown below to determine eligibility for benefits and overtime status and ensure compliance with federal and state laws and regulations. The City may review or change employee classifications at any time.

Exempt. Exempt employees are typically paid on a salary basis and are not eligible for overtime pay. The average exempt employee, however, normally does not often exceed 40 to 45 hours per week.

Nonexempt. Nonexempt employees are paid hourly and are eligible to receive overtime pay for overtime hours worked after forty hours per week.

Regular, full-time. Employees not in a temporary status work a minimum of 36 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, part-time. Employees who are not in temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are not eligible for the benefits offered by the City.

Temporary, full-time. Employees who are hired as an interim replacement or, participating in an internship program, or is required to pass a specialized instruction course to proceed to a regular, full-time position, or a position to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status unless notified by the Human Resources Department. Temporary, full-time employees are not eligible for the benefits offered by the City.

Temporary, part-time/seasonal- Employees who are hired as an interim replacement or participating in an internship program or a position to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status unless notified by the Human Resources Department. Temporary, part-time, and seasonal employees are not eligible for the benefits offered by the City.

Reserve personnel. The City of Manor may hire reserve personnel for specific positions that require identifiable staffing requirements to maintain service levels. Reserve personnel are employees of the City of Manor and, as such, are subject to all the same recruitment, hiring, and personnel policies as all other City employees, including, without limitation, criminal background checks and drug screenings. The services of Reserve Personnel are performed on an "as-needed" basis as determined by the Department Director.

Volunteers. Volunteers are not employed by the City in any capacity. Volunteers elect to donate their time and services as a volunteer for the City without any expectation of compensation. Volunteers are not paid and are not entitled to any benefits.

Interns: Unpaid- Are considered volunteers and are not employed by the City in any capacity.

Paid (By the City)- These are considered part-time employees and are not eligible for any benefits offered by the City but may represent the City in an official capacity.

3.2 Compensation

Compensation. The City strives to provide exemplary service to the community by being a model for Municipal Government. Recognizing the centrality of our workforce of dedicated and talented professional staff, the City of Manor is committed to promoting organizational and community values that include exceptional service to the public, consistent and excellent performance, innovation, good fiscal, social, and environmental stewardship, and ethical behavior. The compensation program is aimed to retain and attract high-skilled, high-performing staff capable of delivering the highest standards of public service to our community. The City will expect all staff to consistently perform to those high standards in their work performance, customer service, ethics, and passion for public service. The City will also strive to administer pay and benefits in a way that is fair and transparent to all, that provides equal pay for equal work, and that does not take into consideration race, ethnicity, religion, sex, gender, sexual orientation, gender identity or expression, or other factors unrelated to work performance. To provide competitive, sustainable, and responsible compensation, the City will consider the following:

Total compensation consists of, but is not limited to, direct compensation, such as salary; and indirect compensation such as certification pay, health insurance, retirement, professional development, and time-off benefits.

In evaluating competitive compensation, the City will consider financial sustainability, relevant labor market, internal relationships, transparency, and other relevant factors.

Pay Scale. Subject to approval by the City Council, the Human Resources department shall prepare and administer a written compensation plan for City employees. City employees shall be paid hourly wages or salaries in accordance with the matrix formula of such said compensation plan. Along with a competitive compensation plan a Compensation System policy has been adopted by Resolution of the City Council for a consistent and formatted process across all departments.

3.3 Introductory Period

Introduction period. The city policy is that all new, presently transferred, or promoted employees' work be carefully monitored and evaluated for an initial introductory period of six (6) months; City of Manor Police Officers will be required to complete an introductory period of one (1) year.

An employee may be discharged at any time during the introductory period for any reason, and no reason need be assigned by the City.

Purpose. Department supervisors shall use the introductory period to observe and evaluate the work and fitness of employees closely and to encourage adjustment to their jobs and the City service. Only those employees who meet acceptable standards during their introductory period shall be retained. In the case of appointing or promoting a department supervisor, the introductory period shall be evaluated by the department director.

Failure to complete the introductory period. An employee shall fail the introductory period when, in the judgment of the department director and the Human Resources department, the employee's fitness and/or quality of work is not such as to merit continuation. Termination during the introductory period may occur at any time and shall not be considered part of the disciplinary process.

If desirable and feasible, the employee may be administratively transferred to a more suitable position. A newly promoted or transferred employee who fails in the introductory period may be returned to his/her former classification if a position is available and will be eligible for future advancement. Documentation is required regarding the failure of the introductory period.

3.4 Workweek and Hours of Work

Regular work hours. Non-exempt employees of the City typically work 40 hours in a seven-day work week. Exempt employees may be required to work more than 40 hours in certain weeks. The work week begins at 12:00 a.m. (midnight) on Sunday and ends at 11:59 p.m. the following Saturday. The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m. although employees in some departments may have different work hours. (For example, most non-exempt police officers work a 12-hour shift.) In times of disaster or emergency, work hours shall be determined by the City Manager. A workday as defined by the City is eight (8) hours for most positions.

Adjustment to work hours. - To ensure the continuity of City services, it may be necessary for Department Directors to establish other operating hours for their departments with consideration by the City Manager and Human Resources Director. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgment that changing shifts or work schedules may be required and includes that he/she will be available to do such work.

3.5 Hybrid Working

When possible, the City of Manor supports alternate work schedules to promote and support a high-quality work-life balance while maintaining the continuity of operations with the highest expectation of customer services for the public. The City's core business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., a forty (40) hour work week.

Each City Department wishing to establish a Hybrid Schedule must develop a “Hybrid Staffing Plan” Directive that the Human Resources Director and the City Manager must approve. Each plan must adhere to all factions of the City’s policy. The Schedule will not require the City to expand extra unbudgeted funds. The Hybrid schedule CANNOT be used in place of leave time. All employees' leave accrual will be charged according to the leave policies of the City, i.e., vacation, sick leave, personal, comp. time, FMLA, etc.

The Department Director or the City Manager may terminate the Hybrid Staffing Plan for any reason and at any time. The City will provide the impacted employee(s) with advance notice of termination of the Hybrid Staffing Schedule. Failure to adhere to the policy may provide cause for discipline.

Working remotely may be determined by the approval of the Department Director, Human Resources Director, and the City Manager on a case-by-case basis. This will be a temporary, short-term, hybrid plan to adhere to ADA and EEOC requirements. The ad-hoc telework can allow telework-ready employees to work from a pre-determined location, with VPN and other safeguards to ensure the integrity of the City’s networks.

3.6 Meal and Rest Breaks

Meal periods. Full-time, non-exempt employees (excluding most non-exempt police officers) are provided a one-hour unpaid meal break near the middle of the workday. The department Director may stagger meal periods to minimize departmental interruption. Supervisors will provide employees with the starting and ending times of their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period. The supervisor must approve missed meal periods.

3.7 Time Records

All exempt and nonexempt employees are required to complete accurate weekly time reports showing all time worked. Time will be calculated on the hour and rounded to the nearest quarter, i.e., 10:42 10.75. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, you and your supervisor must sign the time sheet attesting to its correctness before forwarding it to the HR department.

Attendance and punctuality. Employees shall attend to their work in accordance with the rules regarding hours of work, holidays, and leaves. If an employee has an unexpected absence, the employee shall call or notify his/her supervisor within the hour prior to when the employee is to report to work. Failure to notify the supervisor may result in disciplinary action. Excessive tardiness, neglect of duties, or unauthorized absences will be grounds for dismissal. If the immediate supervisor is not available to report an unexpected absence, the employee shall report to the Human Resources Director or designee directly. All Department Directors shall report all expected absences for training, vacation, and other planned leave as soon as known but not later than two weeks prior to such leave, unless good cause exists for less notice. All Department Directors shall report to the Human Resources Department, or designee, any sick leave to be taken as soon as such is known. The Human Resources Department and Department Director shall ensure adequate supervision of the department in the absence of the Department Director. If no other supervisor exists in the department, the Human Resources Director shall

supervise the department's attendance in the Department Director's absence and designate a supervisor for such department. All Department Directors shall keep daily attendance records of employees and all absences shall be reported on a leave form and turned in with the department time sheets each pay period. Department Directors shall report personal, vacation time and sick time used each pay period to the City Manager and Human Resources Director. Department Directors shall be responsible for keeping true and accurate attendance records for each employee and ensuring each employee's attendance complies with this policy manual. The Human Resources Department, or designee, may check time sheets for any department for accuracy. In most cases, an employee who fails to properly notify his/her supervisor in advance of an absence or tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify the City of an absence of five days or more will have voluntarily resigned his/her employment.

Absent from work for more than 180 days. Any employee who is absent from work on a leave of absence for a period of 180 calendar days, regardless of the reason, and is unable to return to work after 180 calendar days will be terminated. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act, USERRA, and FMLA.

3.8 Overtime

Non-exempt employees. Due to the City's needs, you may be asked to work overtime when required. Overtime is actual hours worked more than 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular pay rate for all hours over 40 worked in a single workweek. Paid leave, such as holiday, sick time, bereavement time, and jury duty, does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager. Police officers are paid overtime based on the work cycle adopted by their Department under Chapter 142 of the Texas Local Government Code.

3.9 On-Call and Call-Back Compensation

On-Call. The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

For a non-exempt employee to be designated as officially on-call:

- The employee must have completed the training and certification required for their position.
- The employee must have a city cell phone for City communication purposes.
- The employee must respond within 30 minutes to their department or scene.
- The employee must be the designated on-call personnel on a schedule approved by their department supervisor.

- The employee cannot be on any leave for the assigned day to be eligible for on-call pay, i.e.... Sick leave, vacation, administrative leave, Worker's Compensation, etc.

After regularly scheduled working hours, on-call employees are free to pursue personal activities but must respond to a callback (via paging, telephone, or radio) within designated guidelines set by their Department. Employees designated as on-call must be fit, both mentally and physically, to provide on-call services needed within the required time frame. Any employee scheduled to be on call who is called out is governed by this policy.

On-Call Compensation. On-call status is not considered time worked, a daily stipend of \$25.00 per day shall be paid to those employees designated as on-call employees.

On-call employees called out to the workplace will be paid at their regular rate of pay for actual hours worked. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered on-call and is paid at the employee's regular rate of pay until overtime requirements are met. Continuing work on a call-out that extends beyond the one-hour minimum and into a day off does not entitle the employee to additional premium pay. Travel time to and from a call-out is compensable under this policy if the call-out is due to a situation that requires immediate attention and is unscheduled. Travel time to and from the work site performing regularly scheduled rounds is not compensable. On-call procedures will be conducted in accordance with departmental policy and such a policy must be approved by the City Manager. In all cases, employees must report their actual hours worked on their time sheets. Employees exempt from overtime are not eligible for compensation under the provisions of this policy. The City will pay overtime as required by the Fair Labor Standards Act or other City policies regulating overtime.

Call-Back Compensation. Some instances require an employee to be "called back" to assist with the needs of the City, this is not for regularly scheduled working hours, on-call schedules, or events, this pay guarantees the individual a two (2) hour minimum worked time at the employee's regular rate of pay until overtime requirements have been met, even if the work was less than two (2) hours.

3.10 Deductions from Pay/Safe Harbor Exempt Employees

The City of Manor complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes.
- Deductions for employee benefits when authorized by the employee.

- Absence from work for one or more full days for personal reasons other than sickness or disability.
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness.
- Offset for amounts received as witness or jury fees or for military pay.
- Unpaid disciplinary suspensions of 1 or more full days imposed in good faith for workplace conduct rule infractions *and*
- Any full workweek in which the employee does not perform any work.

During the first week, an exempt employee begins work for the City or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA). Exempt, salaried employees are required to use vacation, sick leave, or compensation time when away from their specified facilities on personal business, more than two (2) hours, as this does not change their total monetary compensation or exempt status.

Compensatory time off may be granted to exempt positions. There is no legal requirement or obligation of the City of Manor to grant compensatory time to exempt employees. The City Manager may choose to grant compensatory time off to exempt employees who are required to work more than forty-four (44) hours per week for special projects i.e., unscheduled meetings requiring attendance past four (4) hours beyond their regular daily schedule, or during weekends, or any other normally scheduled time off, such as the city observed holiday. As with non-exempt employees, working during lunch only constitutes workable hours if it is a working luncheon and must be pre-approved. As with flexible hours, coming early and staying late does not allow for unused leave time; this is considered regular attendance.

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the HR department. The report will be promptly investigated, and if it is found that an improper deduction has been made, the City will reimburse the employee for the improper deduction.

3.11 Paychecks

All City employees will be paid bi-weekly (every two weeks) on Wednesday by the end of regular business hours. Pay dates falling on an observed holiday will be scheduled for the preceding day. Paychecks are directly deposited into your checking and/or savings accounts.

3.12 Longevity Pay

The City provides regular full-time employees with longevity pay. All regular full-time employees who have been continuously employed for two (2) years or more each calendar year shall be eligible for additional compensation at a rate of one hundred (\$100.00) per year for each full year of continuous service with the City up to a maximum of twenty-five (25) years. Longevity pay

will be awarded annually, as a lump sum, on the anniversary of the hire date. Longevity pay is not an accrued benefit payable upon termination of employment.

Police Department Members- per Texas Government Code 141.032, in a municipality with a population of 10,000 or more, each member of the police department is entitled to receive, in addition to all other monies paid for services rendered in the department, longevity pay of \$4 a month for each year of service in the department, not to exceed twenty-five (25) years.

3.13 Access to Personnel Files

Employee files are maintained by the HR department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Employees may inspect their own personnel files and may copy them but may not remove documents from their files. Inspections by employees must be requested in writing to the HR department and will be scheduled at a mutually convenient time or as required under state law. Personnel files are to be reviewed in the HR department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

3.14 Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the City if (1) the persons concerned will not work in a direct supervisory relationship, (2) the employment will not pose difficulties for supervision, security, safety, or morale, and (3) it is recommended relatives work in different City departments for absence and conflict of interest purposes. For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Relatives and domestic partners may not be hired by the City if related to a current City Manager or active City council member.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. Suppose employees who marry or live together do work in a direct supervisory relationship with each other. In that case, the Human Resources Department will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the City.

3.15 Separation from Employment

Resignation. In all cases of voluntary resignation (one initiated by the employee); employees are asked to provide a written notice to their supervisors at least two (2) weeks in advance of the last day of work. Holidays and PTO will not be counted toward the two (2) weeks’ notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire. Employees who fail to give or complete the two (2) weeks’

notice are typically not eligible for rehire. **Once the resignation notification is given NO sick leave or floating holiday leave (personal) time will be allowed to be used.**

Retirement. An employee who intends to retire must notify his/her immediate supervisor, Department Director, and the Human Resources Department in writing, thirty (30) days prior to the date of retirement. This 30-day requirement is necessary to ensure that the required paperwork is submitted to Texas Municipal Retirement System (TMRS). The City shall offer employees retiring with the City the option to purchase continued health benefits coverage, as outlined in Texas Local Government Code §§ 175.001 et seq., as amended. **Once the retirement notification is given, NO sick leave or floating holiday leave (personal) time will be allowed.**

Dismissal/ Termination. City employees are at-will employees. Employment may be terminated by the employee or by the City for any reason or no reason. At its discretion, the City may terminate an employee's employment because of unsatisfactory attendance, unsatisfactory performance, or conduct, and/or violation of City policies or procedures. City employees who are terminated or who resign in lieu of termination due to unsatisfactory performance or conduct and /or violation of City policies or procedures are not eligible for rehire without approval of the City Manager.

Job abandonment. If an employee fails to properly notify the City of his/her absence from work or if an employee is absent without authorization and/or notification for five (5) consecutive days, the City will consider the employee to have abandoned his/her employment, and he/she will be terminated.

In most cases, HR will conduct an exit meeting on or before the last day of employment to collect all company property and to discuss final pay and applicable benefits continuation. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the City.

3.16 Certification Pay

Certification pay is paid as additional compensation for those employees who receive a certification issued by an accredited agency that directly relates to their jobs. The certification will be needed to meet regulatory requirements within the department's operations. The Human Resources Director and Department Director will make any recommendations to add or remove certifications to the list of eligible certifications as needed. These recommendations will be presented for Council consideration. Certification payment will not be paid until approved or removed from the list by City Council Action and within the approved budget.

Specific certifications that are required for a position are not eligible for certification pay as it is considered in the matrix of the compensation scale.

3.17 Promotion, Demotion, and Transfers

Promotions. A promotion is the movement of an employee from a position in one Pay Grade to a different position in a higher Pay Grade.

Employment notices will be posted internally for three (3) days for qualified employees. Employees will follow the City's application process and a goals and expectations interview.

A promoted employee may be placed within the new Pay Grade at the rate of pay that provides up to a 3% increase or the Minimum Rate, whichever is greater. The Human Resources Director may authorize up to a 10% increase if necessary for compression purposes. However, other salary ranges and Classifications of employees must also be considered to avoid in-range compression.

The first work date in the new position shall be the effective date for pay increases due to promotion.

Demotions. Demotion is the movement of an employee from one Pay Grade to a lower Pay Grade resulting from a disciplinary measure, as a request for voluntary demotion, or in response to position/department changes.

For demotions that occur because of position changes, position consolidations, or an administrative reason (not based on the performance of the employee), the salary will be placed at the rate closest to their current rate in the new Salary Range for a maximum of one (1) year.

For demotions that occur because the employee voluntarily applied for and accepted a position in a lower Pay Grade, the salary will be reduced within the new Salary Range to the current placement (For example, a Pay Grade 55, moving to a Pay Grade 45) and place at the rate closest to their current rate in the new Salary Range, based on qualifications and service time. The salary shall be "red circled" and frozen at that level until the Salary Range of the new Pay Grade catches up to the employee's salary.

For demotions that is a result of the employee's performance or discipline, the employee's salary is decreased to within the Salary Range of the new Pay Grade, as determined by the Human Resources Director.

Transfers. A transfer is the movement of an employee from one position to another in the same Pay Grade. There shall be no salary adjustment whenever an employee transfers to another position.

3.18 Sign-on and Retention Bonus

Workplace Safety

4.1 Drug-Free and Alcohol-Free Workplace

The City of Manor's policy is to maintain a drug—and alcohol-free work environment that is safe and productive for employees and others doing business with the City.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including medical marijuana) while on City premises or performing services for the City is strictly prohibited. The City of Manor also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the City prohibits off-premises abuse of alcohol and controlled substances (including medical marijuana) and the possession, use, or sale of illegal drugs when these activities adversely affect job performance, job safety, or the City of Manor's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Pre-employment: as required by the City for all prospective employees who receive a conditional offer of employment. The applicant will be given seven (7) business days to complete the drug screen; if not done in the allotted time, the conditional offer of employment will be rescinded, with no exceptions.

For cause: upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or have adversely affected the employee's job performance.

Random: as authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision, this policy will consistently be enforced per applicable state and local law.

Any employee violating this policy is subject to discipline for the first offense, up to and including termination.

4.2 Smoke-Free Workplace

Smoking is not allowed in City buildings or work areas at any time. In compliance with Ordinance 502 "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Use of smoking products is authorized in an area at least fifteen (15) feet away from ANY entrance to a public building or City facility. Employees using these areas are expected to dispose of any smoking debris safely and properly.

4.3 Workplace Violence Prevention

The City of Manor is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, there is ZERO tolerance for employees engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or HR department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline because of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, its elected officials, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including arrest.

Adhering to Penal Code 46 and Texas Labor Code 52.061, the City prohibits employees, other than a certified licensed police officer, the possession of weapons on its property, or City vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The City reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on City property. In addition, The City of Manor may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all company property and other items that are in violation of company rules and policies.

4.4 Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of maintaining continuity of operations.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management of any health or safety issues. All employees are encouraged to partner with management to ensure maximum safety.

All on-the-job accident and incident injuries, however slight or seemingly inconsequential, **must be reported immediately by phone or in person as soon as possible but no later than 24 hours after the accident or incident** to the employee's immediate supervisor and the Human Resources Department. Failure to report any accident or incident immediately with a follow-up formal Accident Statement or Incident Statement report provided within 24 hours of its occurrence without good cause may lead to disciplinary action, including termination of employment. Such reports are necessary so that the City can comply with applicable laws and begin workers' compensation benefit procedures where appropriate.

Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will be subject to disciplinary action.

Definitions

Incident- An unplanned, undesired event that hinders task completion and may cause injury, illness, or property damage or some combination of all three in varying degrees from minor to catastrophic; unable to prevent or prepare for.

Accident- Similar to the incident but supports the mindset that it could have been prevented; caused by error. Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Employees involved in an accident while operating a City vehicle or a personal vehicle on City business must immediately notify the proper law enforcement agency (if applicable) and the appropriate Supervisor, Department Director, and Human Resources Department. The employee must file accident reports and any law enforcement report with the Department Director and the Human Resources Department.

ALL employees will be tested for alcohol and illegal and unauthorized drugs after a workplace accident or in connection with any required treatment or rehabilitation. An employee who has an injury incident during his/her official duties is not exempt from mandatory drug and alcohol testing. An on-duty police officer injured while subduing a suspect is required for drug and alcohol testing.

Police Department employees are also subject to any applicable departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.

All accidents and incident drug and alcohol screening will be done at The City of Manor Police Department. If the drug screen or alcohol breathalyzer comes back inconclusive, an outside screen will be required within twenty-four (24) hours.

4.5 Emergency Closings

The City of Manor will always make every attempt to keep facilities open for business. Except for extraordinary circumstances, City offices MAY CLOSE. All City employees, whether exempt

or non-exempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify his/her immediate supervisor and/or Department Director and decide to report to work if weather conditions improve. Any leave taken due to inclement weather will be charged to vacation. Part-time non-exempt employees who have no accrued vacation time available will not be paid for the time missed. The Department Director or immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergencies must be immediately reported to the City Manager's Office.

When weather or other conditions are such that the City Manager declares certain City offices/departments officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be granted "paid administrative leave" for the time the office/department is closed. "Paid administrative leave" will NOT be given to employees when they were previously scheduled off, such as vacation, sick leave, personal time, FMLA, etc. Specific personnel and first responders must report to work even when other City departments are officially closed due to weather or other extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and the City Manager. Essential personnel who fail to report to work will need to use accrued vacation time and may be subject to disciplinary action up to and including termination of employment. The City Manager MAY authorize emergency pay at the rate of one and one-half times the employee's regular rate of pay for non-exempt essential personnel on a case-by-case basis. Employees are required to sign an acknowledgment form that they have received notice of their designation of essential or non-essential status and the requirement to work during inclement weather at the time of employment.

When either the Judge or the Mayor declares a disaster, all non-exempt employees required to work will be paid one and one-half (1 ½) times their regular hourly rate, and all exempt employees shall accrue compensatory time.

4.6 Visitors

To maintain security and safety for our employees, the City has the following policy with respect to visitors:

All visitors must check in at the front desk and must be escorted by an employee throughout the facility. This applies to anyone who is not an active employee or City Councilmember, including employees on disciplinary or administrative leave, family members, former employees, vendors, and suppliers. Visits from family members shall have very limited access to other areas of facilities and be approved by the Department Director on a case-by-case basis.

When employees have any doubt whether a person can visit, they should contact their immediate supervisor or the HR department.

4.7 Continuity of Operations

In the event of a wide-scale emergency, the City of Manor must balance a variety of objectives when determining best to ensure the continuity of operations, reduce the impact on the workplace, and ensure the safety of all City employees. If an emergency is declared by the City or Travis County that affects the City, and non-essential employees are forced to evacuate their worksite due to the pandemic or other unforeseen circumstances, the City Manager reserves the right to allow for immediate and temporary memorandum changes to certain aspects of the Personnel Policies and Procedures to ensure the safety of all City employees including but not limited to leave balances, administration pay, telecommuting, minimizing or adding to the workforce in specific departments possible vehicle distribution, temporary shelter for essential personnel, economic assistance, and tighter guidelines on sick and vacation leave. Please be placed on notice that in the case of a wide-scale emergency, the situation is fluid and changes will be made to address the situation as it evolves.

This policy will take immediate effect when an emergency or a potential emergency is imminent and is declared, as such, by the City or Travis County. This policy will remain in effect until the City determines that the emergency or potential emergency is no longer a threat to the organization or its employees. No part of this policy will be effective to the extent it conflicts with State or Federal law unless exigent documented reasons exist.

Each department director shall develop department specific plans, procedures, and guidelines regarding determination of essential and non-essential personnel during a state of emergency to see that departmental functions and services close or remain available to our community. This will assist the City Manager with prioritizing essential city services.

Definitions

Non-essential: An employee whose presence at work is not required during an emergency and where the employee is not required to assist the agency and/or division in meeting its operational needs.

Essential: An employee whose presence at work is required during an emergency and where the employee is required to assist the agency and/or division in meeting its operational needs. An essential employee is required to report to their designated work location, to ensure the operation of essential functions or departments during an emergency or the suspension of operations.



**CITY COUNCIL
WORKSHOP SESSION MINUTES
NOVEMBER 6, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary

WORKSHOP SESSION – 6:00 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 6:15 p.m. on Wednesday, November 6, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. Discussion of the City of Manor Annual Financial Report for Fiscal Year 2022-2023.

Jeremy Myers with Atchley & Associates presented the attached audit report.

The topics of discussion were the following:

- Audit Letter
- Financial Statements
- Management Comment Letter

There was no action taken.

ADJOURNMENT

**City Council Workshop Minutes
November 6, 2024**

The Manor City Council Workshop Session Adjourned at 6:39 p.m. on Wednesday, November 6, 2024.

The Manor City Council approved these minutes on the 4th day of December 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



City Council
City of Manor, Texas
P.O. Box 387
Manor, Texas 78653

We are pleased to present this report related to our audit of the financial statements of City of Manor (the City) as of and for the year ended September 30, 2023. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process..

Required Communications

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Our Responsibility With Regard to the Financial Statement Audit

Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated February 5, 2024. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

Overview of the Planned Scope and Timing of the Financial Statement Audit

We have issued a separate communication dated June 26, 2024, regarding the planned scope and timing of our audit and identified significant risks.

Qualitative Aspects of the Entity's Significant Accounting Practices

Preferability of Accounting Policies and Practices

Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

Adoption of, or Change in, Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The following is a description of significant accounting policies or their application that were either initially selected or changed during the year:

- As described in Note A, the City adopted Government Accounting Standards Board (GASB), Statement No. 91, *Conduit Debt Obligations*, Statement No. 93, *Replacement of Interbank Offered Rates*, Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, Statement No. 96, *Subscription-Based Information Technology Arrangements*, and Statement No. 99, *Omnibus 2022* during the current year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Policies

We did not identify any significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Unusual Transactions

We did not identify any significant unusual transactions.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- The allowance for uncollectible receivables is based on past experience with collections of taxes and other fees.
- Depreciation which is based on useful lives and depreciation methods approved by the City Council.
- Fair value of investments which is based on net asset value.
- Pension and OPEB obligations which are based on actuarial reports.

We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Audit Adjustments and Uncorrected Misstatements

Audit adjustments, other than those that are clearly trivial, proposed by us and recorded by the City are shown in the attached list of Recorded Audit Adjustments.

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Observations About the Audit Process

Disagreements With Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit or significant disclosures to be included in financial statements.

Consultations With Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed With Management

No significant issues arising from the audit were discussed or the subject of correspondence with management.

Significant Difficulties Encountered in Performing the Audit

We did not encounter any significant difficulties in dealing with management during the audit.

Shared Responsibilities: AICPA Independence

The AICPA regularly emphasizes that auditor independence is a **joint responsibility** and is managed most effectively when management, audit committees (or their equivalents), and audit firms work together in considering compliance with American Institute of Certified Public Accountants (AICPA) independence rules. For Atchley & Associates (the Firm) to fulfill its professional responsibility to maintain and monitor independence, management, the City Council, and the Firm each play an important role.

Our Responsibilities

- AICPA rules require independence both of mind and in appearance when providing audit and other attestation services. The Firm is to ensure that the AICPA's General Requirements for performing non-attest services are adhered to and included in all letters of engagement.
- Maintain a system of quality control over compliance with independence rules and firm policies.

Your Responsibilities

- Timely inform the Firm, before the effective date of transactions or other business changes, of the following:
 - New affiliates, directors, officers, or persons in financial reporting oversight roles.
 - Change in corporate structure impacting affiliates such as add-on acquisitions or exits.
- Provide necessary affiliate information such as new or updated investment structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the City and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with the Firm.

- Not entering into relationships resulting in close family members of the firm covered persons, temporarily or permanently acting as an officer, director, or person in an accounting or financial reporting oversight role at the City.

Significant Written Communications Between Management and Our Firm

Copies of significant written communications between our firm and the management of the City, including the representation letter provided to us by management, is included in an attached letter.

This report is intended solely for the information and use of the City Council and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have regarding this report. We appreciate the opportunity to continue to be of service to City of Manor.



Austin, Texas
October 28, 2024



October 28, 2024

Atchley & Associates, LLP
1005 La Posada Drive
Austin, TX 78752

This representation letter is provided in connection with your audit of the financial statements of the governmental activities, business type activities, each major fund, and the aggregate remaining fund information of the City of Manor (the City), as of and for the year ended September 30, 2023, the related notes to the financial statements and required supplementary information, for the purposes of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the City in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of the date of this letter:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit arrangement letter dated February 5, 2024, including appendices and attachments thereto and subsequent modifications, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.
4. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.
5. The measurement and fair presentation of the required supplementary information, including Management's Discussion and Analysis, and additional supplemental schedules accompanying the basic financial statements that are presented for the purpose of additional analysis of the basic financial statements, in conformity with U.S. GAAP.

6. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
7. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
8. With respect to the preparation of the financial statements and related GASB entries necessary for fair presentation, we have performed the following:
 - a. Made all management decisions and performed all management functions;
 - b. Assigned a competent individual to oversee the services;
 - c. Evaluated the adequacy of the services performed;
 - d. Evaluated and accepted responsibility for the result of the service performed; and
 - e. Established and maintained internal controls, including monitoring ongoing activities.
9. The City followed either its established accounting policy regarding which resources (that is, restricted, committed, assigned or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or followed paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes.
10. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
11. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
12. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
13. Management has followed applicable laws and regulations in adopting, approving and amending budgets.
14. Risk disclosures associated with deposit and investment securities and derivative transactions are presented in accordance with GASB requirements
15. Provisions for uncollectible receivables have been properly identified and recorded.
16. Capital assets, including infrastructure, intangible assets, and right of use assets are properly capitalized, reported and, if applicable, depreciated.
17. The government properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in the debt agreements related to significant default or termination events with finance-related consequences and significant subjective acceleration clauses in accordance with GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*.
18. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
19. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
20. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

21. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
22. The City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and appropriately disclosed and that net position is properly recognized under the policy.
23. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, or to special assessment bond holders, that is not disclosed in the financial statements.
24. In all material aspects, all funds and activities are properly classified.
25. All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
26. In all material aspects, special items and extraordinary items have been properly and reported.
27. In all material aspects, deposit and investment risks have been properly and fully disclosed.
28. In all material aspects, all required supplementary information is measured and presented within the prescribed guidelines.
29. In all material aspects, nonexchange and exchange financial guarantees, either written or oral, under which it is more likely than not that a liability exists have been properly recorded, or if we are obligated in any manner, are disclosed.
30. With regard to pensions and OPEB:
 - a. We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
 - b. We are unable to determine the possibility of a withdrawal liability from the TMRS Plan, of which we are a sponsor and are not currently contemplating withdrawing from the TMRS.
 - c. Increases in benefits, elimination of benefits and all similar amendments have been disclosed in accordance with U.S. GAAP and are included in the most recent actuarial valuation, or disclosed as a subsequent event.
31. With regard to investments and other instruments reported at fair value:
 - a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - c. The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
32. We have reviewed the GASB Statements effective for the fiscal year ending September 30, 2023, and concluded the implementation of the following Statements did not have a material impact on the basic financial statements:
 - a. GASB Statement No. 91, *Conduit Debt Obligations*
 - b. GASB Statement No. 93, *Replacement of Interbank Offered Rates*

- c. GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*
 - d. GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*
33. We believe the implementation of the GASB Statements listed below is appropriate:
- a. GASB Statement No. 99, *Omnibus 2022*.

Information Provided

34. We have provided you with:
- a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit;
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence;
 - d. Information on where to view minutes of the meetings of the City Council, or provided summaries of actions of recent meetings for which minutes have not yet been prepared;
35. To the best of our knowledge, we are not aware of any transactions that have not been recorded in the accounting records, nor are we aware of any transactions that have been recorded in the accounting records that are not reflected in the financial statements.
36. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud;
37. We have no knowledge of allegations of fraud or suspected fraud affecting the City's financial statements involving:
- a. Management
 - b. Employees who have significant roles in internal controls: or
 - c. Others where the fraud could have a material effect on the financial statements
38. It is our responsibility to establish and maintain internal control over financial reporting. One of the components of an entity's system of internal control is risk assessment. We hereby represent that our risk assessment process includes identification and assessment of risks of material misstatement due to fraud. We have shared with you our fraud risk assessment, including a description of the risks, our assessment of the magnitude and likelihood of misstatements arising from those risks, and the controls that we have designed and implemented in response to those risks.
39. We have no knowledge of allegations of fraud or suspected fraud affecting the City's financial statements involving:
- a. Management;
 - b. Employees who have significant roles in internal controls; or
 - c. Others where the fraud could have a material effect on the financial statements.
40. We have no knowledge of any instances, that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance, whether communicated by employees, former employees, vendors (contractors), regulators, or others;
41. We have no knowledge of any instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that has a material effect on the determination of the financial statement amounts or other financial data significant to the audit objectives;
42. We have no knowledge of any instances that have occurred or are likely to have occurred of abuse that could be quantitatively or qualitatively material to financial statements or other financial data significant to the audit objectives;

43. If necessary, we have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that you have reported to us;
44. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements in accordance with U.S. GAAP;
45. We have disclosed to you the identity of the City's related parties and all related party relationships and transactions of which we are aware;
46. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices;
47. The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities;
48. We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable;
49. We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee;
50. We believe that the actuarial assumptions and methods used by the actuary for funding purposes and for determining accumulated Plan benefits are appropriate in the circumstances. We did not give instructions, or cause any instructions to be given, to the actuary with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the plan's actuary.
51. If applicable, for nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range;
52. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year;
53. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds;
54. There are no:
 - a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.

- d. Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- 55. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you;
- 56. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 57. We are responsible for determining that significant events or transactions that have occurred since the date of the financial statements and through the date of this letter have been recognized or disclosed in the financial statements. We further represent that, as of the date of this letter, the financial statements were complete in a form and format that complied with U.S. GAAP and U.S. GASB, and all approvals necessary for issuance of the financial statements had been obtained.
- 58. During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. If applicable, all such data has been so reflected. Accordingly, copies of such records in your possession are no longer needed by us. Original records should be returned to us for our safekeeping.
- 59. To the best of our knowledge, tax-exempt bonds have retained their tax-exempt status.

Supplementary Information in relation to the Financial Statements as a Whole

With respect to supplementary information presented in relation to the financial statements as a whole:

- 60. We acknowledge our responsibility for the presentation of the supplementary information in accordance with U.S. GAAP.
- 61. We believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP.
- 62. The methods of measurement or presentation have not changed from those used in the prior period.
- 63. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information as they become available, but no later than the date of issuance by the City of the supplementary information and the auditors' report thereon.

Required Supplementary Information

With respect to the required supplementary information accompanying the basic financial statements:

- 64. We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP and U.S. GASB.
- 65. We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP and U.S. GASB.
- 66. The methods of measurement or presentation have not changed from those used in the prior period.
- 67. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information as they become available, but no later than the date of issuance by the City of the supplementary information and the auditors' report thereon.

Compliance Considerations

In connection with your audit, conducted in accordance with *Government Auditing Standards*, we confirm that management:

- 68. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.

69. Is responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the City.
70. Has identified and disclosed to the auditor all instances, if any, which have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
71. Has identified and disclosed to the auditor all instances, if any, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
72. Has identified and disclosed to the auditor all instances, if any, that have occurred or are likely to have occurred of abuse, financial or otherwise, that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
73. If necessary, has taken timely and appropriate steps to remedy fraud; noncompliance with provisions of laws, regulations, contracts, and grant agreements; or abuse that the auditor reports.
74. Has a process to track the status of audit findings and recommendations.
75. If any, have provided views on the auditor's reported findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report.

City of Manor, Texas:



Scott Moore
City Manager

October 28, 2024

Date



Belen Pena
Finance Director

October 28, 2024

Date

**CITY OF MANOR, TEXAS
ANNUAL FINANCIAL REPORT
AND
INDEPENDENT AUDITORS' REPORT
YEAR ENDED SEPTEMBER 30, 2023**

CITY OF MANOR, TEXAS

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CITY OF MANOR, TEXAS

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and
Members of the City Council
City of Manor, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Manor, Texas (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on pages 4-11, budgetary comparison information on page 57, schedule of changes in the City's net pension asset/liability and related ratios - last ten years on page 60-61, Texas Municipal Retirement System schedule of funding progress on page 63, and Schedule of Changes in the City's total OPEB asset/liability and related ratios last ten years on page 64-65 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Austin, Texas
October 28, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Item 1.

This section of the City of Manor's (the City) annual financial report presents management's discussion and analysis of the City's financial performance during the fiscal year ended September 30, 2023. This discussion and analysis should be read in conjunction with the City's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts - management's discussion and analysis (this section), the basic financial statements, and the required supplementary information. The basic financial statements include two types of statements that present different views of the City:

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the government, reporting the City's operations in more detail than the government-wide statements.
- Governmental funds statements tell how general government services were financed in the short term as well as what remains for future spending.
- The financial statements also include notes to the financial statements explaining some of the information in the financial statements and provide more detailed data.
- The report also contains required supplementary information in addition to the basic financial statements themselves. This contains additional information about the City's General Fund budget and information about the City's pension plan.

FIGURE A-1
REQUIRED COMPONENTS OF THE
CITY'S ANNUAL FINANCIAL REPORT

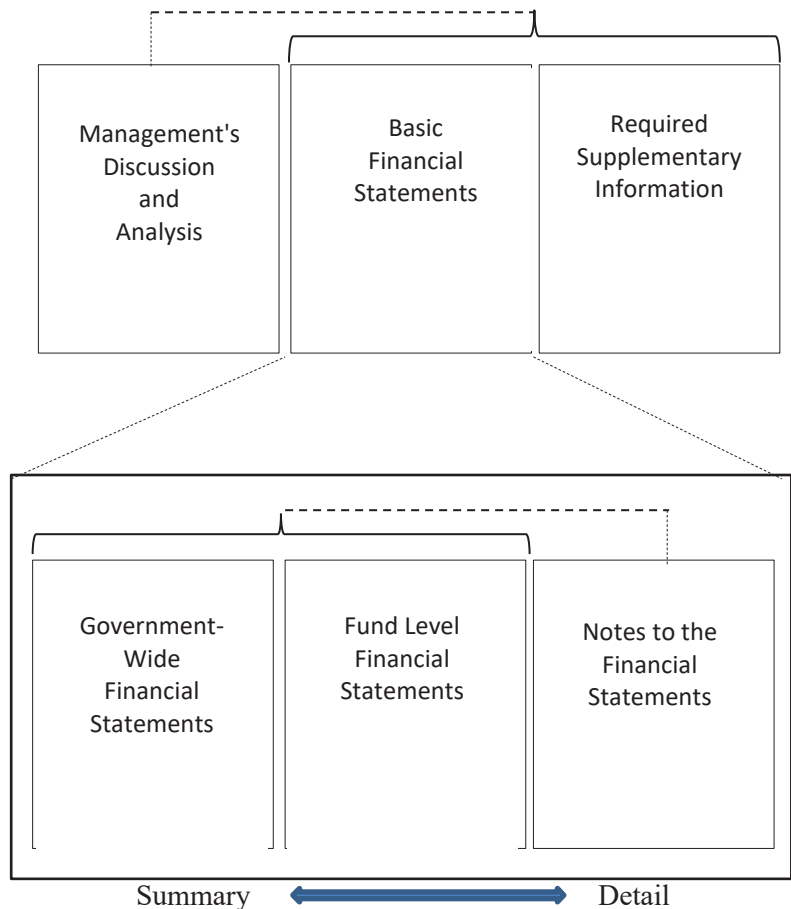


Figure A-1 shows how the parts of this annual report are arranged and related to one another.

The remainder of this overview explains the structure and contents of each of the statements.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Item 1.

Government-Wide Financial Statements

The government-wide financial statements report information about the City as a whole using accounting methods similar to those used by private-sector businesses. The statement of net position includes all of the government's assets and liabilities. In the statement of activities, all of the current year's revenues and expenses are accounted for regardless of when cash is received or paid, and all of the City's governmental activities and city services are combined and show how they are financed.

Both government-wide statements report the City's net position and how it has changed. Net position, the difference between the City's assets plus deferred outflows and liabilities plus deferred inflows, is one way to measure the City's financial health or position. Over time, increases or decreases in the City's net position are an indicator of whether its financial health is improving or deteriorating, respectively.

Fund Financial Statements

The fund financial statements provide more detailed information about the City's most significant (major) funds - not the City as a whole. Funds are accounting devices that the City uses to keep track of specific revenue sources and spending for particular purposes.

All cities have at least one major fund:

- Governmental fund – The City's basic services are included in governmental funds, which focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year end that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because these funds do not encompass the additional long-term focus of the government-wide statements, additional information is provided following each fund statement that explains the relationship (or difference) between them.

Other common major funds:

- Some common funds are required by State law, such as the debt service fund, special revenues fund, and capital projects fund.
- Management may establish other funds to control and manage money for particular purposes or to show that it is properly using certain revenue resources, such as special revenue, capital project, and grant funds.

Figure A-2 summarizes the major features of the City's financial statements, including the portion of the city government they cover, and the types of information they contain.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Item 1.

Figure A-2 - Major Features of the City's Government-Wide and Fund Financial Statements

| <i>Type of Statements</i> | Government-Wide | Fund Statements | |
|---|--|--|---|
| | | Governmental Funds | Proprietary Funds |
| <i>Scope</i> | Entire City's government (except fiduciary funds) and the City's component units. | The activities of the City that are not proprietary or fiduciary. | Activities the City operates similar to private business: utilities |
| <i>Required financial statements</i> | Statement of Net Position Statement of Activities | Balance Sheet Statement of Revenues, Expenditures & Changes in Fund Balances | Statement of Net Position Statement of Revenues, Expenses & Changes in Net Position Statement of Cash Flows |
| <i>Accounting basis and measurement focus</i> | Accrual accounting and economic resources focus | Modified accrual accounting and current financial resources focus | Accrual accounting and economic resources focus |
| <i>Type of asset/liability information</i> | All assets and liabilities, both financial and capital, short-term and long-term | Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets or long-term debt included | All assets and liabilities, both financial and capital, and short-term and long-term |
| <i>Type of inflow/outflow information</i> | All revenues and expenses during year, regardless of when cash is received or paid | Revenues for which cash is received during or soon after year end; expenditures when goods or services have been received and payment is made during the year or soon thereafter | All revenues and expenses during the year, regardless of when cash is received or paid |

THE CITY AS A WHOLE (GOVERNMENT-WIDE)

FINANCIAL HIGHLIGHTS

- The City's total combined net position was \$67,342,613 at September 30, 2023 (See Figure A-3).
- Current year activity resulted in an increase in the City's net position by \$11,188,891 (See Figure A-4).

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CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Figure A-3
City's Net Position

| | Governmental Activities | | Business-Type Activities | | Total | |
|------------------------------|----------------------------|---------------|-----------------------------|---------------|---------------|---------------|
| | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> |
| Assets: | | | | | | |
| Current and other assets | \$ 43,055,348 | \$ 38,850,272 | \$ 20,511,406 | \$ 20,155,816 | \$ 63,566,754 | \$ 59,006,088 |
| Noncurrent assets | 7,471,743 | 6,946,326 | 37,952,619 | 35,086,720 | 45,424,362 | 42,033,046 |
| Total assets | 50,527,091 | 45,796,598 | 58,464,025 | 55,242,536 | 108,991,116 | 101,039,134 |
| Deferred outflows | 1,180,960 | 501,368 | 134,773 | 38,969 | 1,315,733 | 540,337 |
| Liabilities: | | | | | | |
| Current liabilities | 10,571,910 | 10,050,457 | 1,987,084 | 2,138,418 | 12,558,994 | 12,188,875 |
| Long-term liabilities | 16,797,276 | 19,183,796 | 12,966,141 | 13,649,171 | 29,763,417 | 32,832,967 |
| Total liabilities | 27,369,186 | 29,234,253 | 14,953,225 | 15,787,589 | 42,322,411 | 45,021,842 |
| Deferred inflows | 555,706 | 346,101 | 86,119 | 57,806 | 641,825 | 403,907 |
| Net position: | | | | | | |
| Investment in capital assets | (10,924,406) | (14,330,984) | 25,295,369 | 21,661,170 | 14,370,963 | 7,330,186 |
| Restricted | 1,184,834 | 1,153,184 | 9,224,901 | 8,773,429 | 10,409,735 | 9,926,613 |
| Unrestricted | 33,522,731 | 29,895,412 | 9,039,184 | 9,001,511 | 42,561,915 | 38,896,923 |
| Total net position | \$ 23,783,159 | \$ 16,717,612 | \$ 43,559,454 | \$ 39,436,110 | \$ 67,342,613 | \$ 56,153,722 |

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Figure A-4
Changes in City Net Position

| | Governmental Activities | | Business-Type Activities | | Total | |
|-----------------------------|----------------------------|---------------|-----------------------------|---------------|---------------|---------------|
| | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> |
| Revenues: | | | | | | |
| Program revenues: | | | | | | |
| Charges for services | \$ 4,864,931 | \$ 5,727,573 | \$ 9,586,083 | \$ 12,582,367 | \$ 14,451,014 | \$ 18,309,940 |
| General revenues: | | | | | | |
| Taxes | 17,048,548 | 12,984,317 | - | - | 17,048,548 | 12,984,317 |
| Interest income | 2,248,649 | 193,672 | 50,120 | 3,302 | 2,298,769 | 196,974 |
| Other | 1,032,489 | 739,710 | - | - | 1,032,489 | 739,710 |
| Total revenues | 25,194,617 | 19,645,272 | 9,636,203 | 12,585,669 | 34,830,820 | 32,230,941 |
| Expenses: | | | | | | |
| General government | 4,840,117 | 4,333,261 | - | - | 4,840,117 | 4,333,261 |
| Public safety | 5,463,281 | 4,662,515 | - | - | 5,463,281 | 4,662,515 |
| Streets | 1,950,855 | 2,609,563 | - | - | 1,950,855 | 2,609,563 |
| Municipal court | 480,207 | 454,757 | - | - | 480,207 | 454,757 |
| Development services | 1,386,060 | 1,008,702 | - | - | 1,386,060 | 1,008,702 |
| Sanitation | 1,724,313 | 1,421,286 | - | - | 1,724,313 | 1,421,286 |
| Interest and fiscal charges | 497,294 | 263,407 | 341,079 | 339,362 | 838,373 | 602,769 |
| Water and sewer | - | - | 6,958,723 | 6,129,639 | 6,958,723 | 6,129,639 |
| Total expenses | 16,342,127 | 14,753,491 | 7,299,802 | 6,469,001 | 23,641,929 | 21,222,492 |
| Revenues over(under) | | | | | | |
| expenses | 8,852,490 | 4,891,781 | 2,336,401 | 6,116,668 | 11,188,891 | 11,008,449 |
| Transfers | (1,786,943) | - | 1,786,943 | - | - | - |
| Change in net position | 7,065,547 | 4,891,781 | 4,123,344 | 6,116,668 | 11,188,891 | 11,008,449 |
| Beginning net position | 16,717,612 | 11,825,831 | 39,436,110 | 33,319,442 | 56,153,722 | 45,145,273 |
| Ending net position | \$ 23,783,159 | \$ 16,717,612 | \$ 43,559,454 | \$ 39,436,110 | \$ 67,342,613 | \$ 56,153,722 |

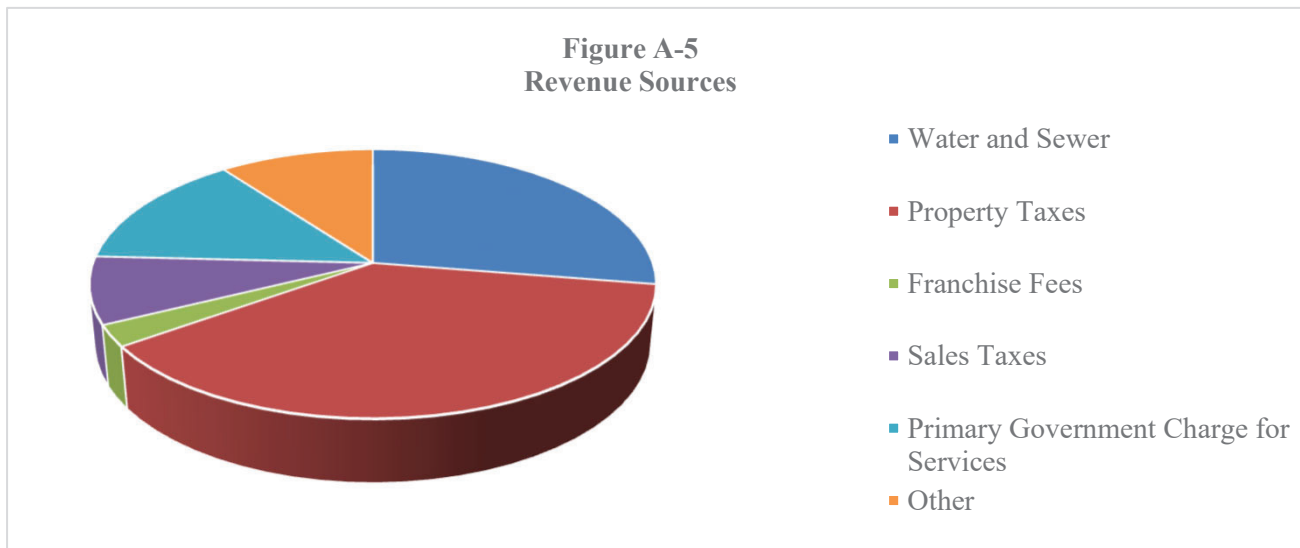
Item 1.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Item 1.

CITY REVENUES

The majority of the City's revenue is generated from charges for water and sewer services (28%), property taxes (38%), and primary government charges for services (14%). The remaining is obtained from the grants, contributions, sales taxes, franchise fees, court fees, and other sources (See Figure A-5).



GROWTH TRENDS

Governmental Activities

The City's property tax rate for maintenance and operations (M&O) decreased from \$0.6034 to \$0.5090 in the current fiscal year generating \$8,831,665 in M&O taxes, an increase of \$1,392,910 over the previous fiscal year. While the City's franchise fees increased \$359,015, or 15%, and sales taxes increased by \$56,684, or 7%. The new M&O tax rate for the year beginning October 1, 2023, is \$0.4802.

Business-Type Activities

Water sales increased by \$729,161, or 20%, while sewer sales increased by \$882,487, or 29%.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

General Fund Budgetary Highlights

General Fund revenues exceeded expenditures and transfers by \$3,132,820 which was \$2,117,165 more than budgeted. See details of budget and actual revenues on page 57.

Capital Assets

During the year ended September 30, 2023, the City invested \$5,359,823 in a broad range of capital assets, including infrastructure, equipment, and buildings (See Figure A-6). These additions were funded from bond proceeds, capital impact fees, general budgeted expenditures, and notes payables.

CITY OF MANOR, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
SEPTEMBER 30, 2023

Item 1.

Figure A-6
City's Capital Assets

| | Governmental Activities | | Business-Type Activities | | Total | |
|---------------------------------|----------------------------|---------------------|-----------------------------|----------------------|----------------------|----------------------|
| | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> |
| Land | \$ 724,607 | \$ 480,607 | \$ 406,816 | \$ 406,816 | \$ 1,131,423 | \$ 887,423 |
| Construction in progress | 276,538 | 676,268 | 7,687,563 | 4,428,876 | 7,964,101 | 5,105,144 |
| Buildings and equipment | 10,307,717 | 8,297,618 | 2,124,014 | 1,633,247 | 12,431,731 | 9,930,865 |
| Sidewalks | 244,164 | 244,164 | - | - | 244,164 | 244,164 |
| Streets and improvements | 7,237,043 | 7,237,043 | 12,992 | 12,992 | 7,250,035 | 7,250,035 |
| Water system | - | - | 9,474,596 | 9,474,596 | 9,474,596 | 9,474,596 |
| Sewer system | - | - | 26,193,545 | 26,193,545 | 26,193,545 | 26,193,545 |
| Total at historical cost | 18,790,069 | 16,935,700 | 45,899,526 | 42,150,072 | 64,689,595 | 59,085,772 |
| Accumulated depreciation | (11,318,326) | (9,989,374) | (7,946,907) | (7,063,352) | (19,265,233) | (17,052,726) |
| Net capital assets | \$ 7,471,743 | \$ 6,946,326 | \$ 37,952,619 | \$ 35,086,720 | \$ 45,424,362 | \$ 42,033,046 |

Debt Administration

The City's property tax rate for debt services increased from \$0.1793 to \$0.2380 in the current fiscal year generating \$4,177,694 in debt service taxes, an increase of \$1,983,770 over the previous fiscal year. More detailed information about the City's debt is presented in the Notes to the Financial Statements. The new debt service tax rate for the year beginning October 1, 2023, is \$0.1988.

Figure A-7
City's Long-Term Debt

| | Governmental Activities | | Business-Type Activities | | Total | |
|--------------------|----------------------------|----------------------|-----------------------------|----------------------|----------------------|----------------------|
| | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> | <u>2023</u> | <u>2022</u> |
| Financed purchases | \$ 913,399 | \$ 1,162,860 | \$ 535,605 | \$ 88,297 | \$ 1,449,004 | \$ 1,251,157 |
| Bonds payable | 17,482,750 | 20,266,682 | 12,657,250 | 13,425,550 | 30,140,000 | 33,692,232 |
| Total | \$ 18,396,149 | \$ 21,429,542 | \$ 13,192,855 | \$ 13,513,847 | \$ 31,589,004 | \$ 34,943,389 |

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Next year's proposed General Fund budget is projected to remain consistent with this year's actual revenues.

General fund proposed expenditures are expected to increase by \$3,159,233, resulting in a balanced budget.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. Any questions about this report or need for additional financial information should be addressed to the City of Manor, Attn: City Manager, P.O. Box 387, Manor, TX 78653.

BASIC FINANCIAL STATEMENTS

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION - CONTINUED
SEPTEMBER 30, 2023

Item 1.

| | Primary Government | | |
|--|----------------------------|-----------------------------|--------------------|
| | Governmental Activities | Business-Type Activities | Total |
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 38,807,895 | \$ 12,695,243 | \$ 51,503,138 |
| Receivables, net | 657,976 | 910,921 | 1,568,897 |
| Due (to) from other funds | 2,404,643 | (2,404,643) | - |
| Restricted assets: | | | |
| Cash and cash equivalents | 470,250 | 8,815,355 | 9,285,605 |
| Investments | 714,584 | 494,530 | 1,209,114 |
| Non-current assets: | | | |
| Capital assets: | | | |
| Non-depreciable | 1,001,145 | 8,094,379 | 9,095,524 |
| Depreciable, net | 6,470,598 | 29,858,240 | 36,328,838 |
| Total assets | 50,527,091 | 58,464,025 | 108,991,116 |
| DEFERRED OUTFLOWS | | | |
| Deferred outflows related to refunding | 122,575 | - | 122,575 |
| Deferred outflows related to OPEB | 24,503 | 4,151 | 28,654 |
| Deferred outflows related to pensions | 1,033,882 | 130,622 | 1,164,504 |
| Total deferred outflows | 1,180,960 | 134,773 | 1,315,733 |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Payable from unrestricted assets: | | | |
| Accounts payable | 1,021,852 | 627,248 | 1,649,100 |
| Passthrough liabilities | 2,270,572 | - | 2,270,572 |
| Unearned revenue | 4,119,488 | - | 4,119,488 |
| Payable from restricted assets: | | | |
| Interest payable | 51,311 | 36,231 | 87,542 |
| Financed purchases, due within one year | 441,687 | 44,838 | 486,525 |
| Bonds payable, due within one year | 2,667,000 | 788,000 | 3,455,000 |
| Non-current liabilities: | | | |
| Payable from unrestricted assets: | | | |
| Compensated absences | 359,574 | 65,983 | 425,557 |
| Payable from restricted assets: | | | |
| Customer deposits | - | 845,494 | 845,494 |
| Financed purchases, due more than one year | 471,712 | 490,767 | 962,479 |
| Bonds payable, due more than one year | 14,815,750 | 11,869,250 | 26,685,000 |
| Net OPEB liability | 60,572 | 10,556 | 71,128 |
| Net pension liability | 1,089,668 | 174,858 | 1,264,526 |
| Total liabilities | 27,369,186 | 14,953,225 | 42,322,411 |

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Item 1.

| | Primary Government | | |
|--------------------------------------|----------------------------|-----------------------------|----------------------|
| | Governmental Activities | Business-Type Activities | Total |
| DEFERRED INFLOWS | | | |
| Deferred inflows related to OPEB | \$ 59,428 | \$ 8,374 | \$ 67,802 |
| Deferred inflows related to pensions | 496,278 | 77,745 | 574,023 |
| Total deferred inflows | <u>555,706</u> | <u>86,119</u> | <u>641,825</u> |
| NET POSITION | | | |
| Net investment in capital assets | (10,924,406) | 25,295,369 | 14,370,963 |
| Restricted | 1,184,834 | 9,224,901 | 10,409,735 |
| Unrestricted | 33,522,731 | 9,039,184 | 42,561,915 |
| Total net position | <u>\$ 23,783,159</u> | <u>\$ 43,559,454</u> | <u>\$ 67,342,613</u> |

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

| Function/program activities | Expenses | Charges for Services |
|---------------------------------|-------------------|-------------------------|
| Primary government: | | |
| Government activities: | | |
| General government | \$ 4,840,117 | \$ 232 |
| Public safety | 5,463,281 | 154,327 |
| Streets | 1,950,855 | - |
| Municipal court | 480,207 | 570,493 |
| Development services | 1,386,060 | 2,476,482 |
| Sanitation | 1,724,313 | 1,663,397 |
| Interest on long-term debt | 497,294 | - |
| Total government activities | <u>16,342,127</u> | <u>4,864,931</u> |
| Business-type activities: | | |
| Water | 4,959,109 | 4,540,670 |
| Sewer | 1,999,614 | 5,045,413 |
| Interest on long-term debt | 341,079 | - |
| Total business-type activities | <u>7,299,802</u> | <u>9,586,083</u> |
| Total primary government | <u>23,641,929</u> | <u>14,451,014</u> |

General revenues:

Taxes:

Property

Sales

Franchise

Other

Interest income

Miscellaneous

Transfers

Total general revenues and transfers

Changes in net assets

Net position - beginning of year

Net position - end of year after restatement

The accompanying notes are an integral part of this financial statement.

| Program Revenues | | Net (Expenses) Revenues and Changes in Net Assets | | |
|--|--------------------------------------|---|-----------------------------|----------------|
| Operating Grants & Contributions | Capital Grants & Contributions | Primary Government | | |
| | | Governmental Activities | Business-Type Activities | Total |
| \$ - | \$ - | \$ (4,839,885) | \$ - | \$ (4,839,885) |
| - | - | (5,308,954) | - | (5,308,954) |
| - | - | (1,950,855) | - | (1,950,855) |
| - | - | 90,286 | - | 90,286 |
| - | - | 1,090,422 | - | 1,090,422 |
| - | - | (60,916) | - | (60,916) |
| - | - | (497,294) | - | (497,294) |
| - | - | (11,477,196) | - | (11,477,196) |
| - | - | - | (418,439) | (418,439) |
| - | - | - | 3,045,799 | 3,045,799 |
| - | - | - | (341,079) | (341,079) |
| - | - | - | 2,286,281 | 2,286,281 |
| - | - | (11,477,196) | 2,286,281 | (9,190,915) |
| | | 13,113,638 | - | 13,113,638 |
| | | 2,804,685 | - | 2,804,685 |
| | | 895,816 | - | 895,816 |
| | | 234,409 | - | 234,409 |
| | | 2,248,649 | 50,120 | 2,298,769 |
| | | 1,032,489 | - | 1,032,489 |
| | | (1,786,943) | 1,786,943 | - |
| | | 18,542,743 | 1,837,063 | 20,379,806 |
| | | 7,065,547 | 4,123,344 | 11,188,891 |
| | | 16,717,612 | 39,436,110 | 56,153,722 |
| | | \$ 23,783,159 | \$ 43,559,454 | \$ 67,342,613 |

The accompanying notes are an integral part of this financial statement.

**CITY OF MANOR, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

Item 1.

| | <u>General Fund</u> | <u>Special Revenues Fund</u> |
|---|-----------------------------|----------------------------------|
| ASSETS | | |
| Unrestricted | | |
| Cash and cash equivalents | \$ 22,499,219 | \$ 2,114,827 |
| Receivables, net | 580,230 | - |
| Due from other funds | - | 147,527 |
| Restricted assets: | | |
| Cash and cash equivalents | 470,250 | - |
| Investments | 9,414 | 404,207 |
| Total assets | <u><u>\$ 23,559,113</u></u> | <u><u>\$ 2,666,561</u></u> |
| LIABILITIES AND FUND BALANCES | | |
| LIABILITIES | | |
| Accounts payable | \$ 964,794 | \$ - |
| Passthrough liabilities | 472,684 | 1,787,961 |
| Unearned revenue | 4,101,012 | - |
| Due to other funds | 147,527 | - |
| Total liabilities | <u><u>5,686,017</u></u> | <u><u>1,787,961</u></u> |
| DEFERRED INFLOWS OF RESOURCES | | |
| Unavailable revenue - property taxes | 154,112 | - |
| Total liabilities | <u><u>154,112</u></u> | <u><u>-</u></u> |
| FUND BALANCES | | |
| Restricted | 479,664 | 878,600 |
| Committed | - | - |
| Unassigned | 17,239,320 | - |
| Total fund balances | <u><u>17,718,984</u></u> | <u><u>878,600</u></u> |
| Total liabilities, deferred inflows, and fund balances | <u><u>\$ 23,559,113</u></u> | <u><u>\$ 2,666,561</u></u> |

The accompanying notes are an integral part of this financial statement.

| Debt Service Fund | Capital Projects Fund | Total Governmental Funds |
|------------------------------|----------------------------------|---|
| \$ (852,484) | \$ 15,046,333 | \$ 38,807,895 |
| 77,746 | - | 657,976 |
| 2,404,643 | - | 2,552,170 |
| - | - | 470,250 |
| 300,963 | - | 714,584 |
| <u>\$ 1,930,868</u> | <u>\$ 15,046,333</u> | <u>\$ 43,202,875</u> |
| | | |
| \$ - | \$ 57,058 | \$ 1,021,852 |
| - | 9,927 | 2,270,572 |
| 18,476 | - | 4,119,488 |
| - | - | 147,527 |
| <u>18,476</u> | <u>66,985</u> | <u>7,559,439</u> |
| | | |
| 115,775 | - | 269,887 |
| <u>115,775</u> | <u>-</u> | <u>269,887</u> |
| | | |
| 1,796,617 | - | 3,154,881 |
| - | 14,979,348 | 14,979,348 |
| - | - | 17,239,320 |
| <u>1,796,617</u> | <u>14,979,348</u> | <u>35,373,549</u> |
| <u>\$ 1,930,868</u> | <u>\$ 15,046,333</u> | <u>\$ 43,202,875</u> |

The accompanying notes are an integral part of this financial statement.

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CITY OF MANOR, TEXAS
RECONCILIATION OF THE BALANCE SHEET OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Item 1.

| | |
|--|----------------------|
| TOTAL FUND BALANCE - TOTAL GOVERNMENTAL FUNDS | \$ 35,373,549 |
|--|----------------------|

Amounts reported for governmental activities in the statement of net position are different due to the following:

| | |
|---|-----------|
| Capital assets, net of accumulated depreciation, are not financial resources, therefore, are not reported in the funds. | 7,471,743 |
|---|-----------|

| | |
|---|---------|
| Certain receivables are not available to pay current-period expenditures, therefore, are deferred in the funds. This amount includes deferred property taxes. | 269,887 |
|---|---------|

| | |
|--|---------|
| Deferred outflows and inflows represent the consumption of net position that is applicable to a future reporting period and are not reported in the funds. | 625,254 |
|--|---------|

| | |
|--|----------|
| Certain liabilities related to long-term debt are not reported in the funds, such as accrued interest payable. | (51,311) |
|--|----------|

| | |
|--|---------------------|
| Certain long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds. | <u>(19,905,963)</u> |
|--|---------------------|

| | |
|---|-----------------------------|
| NET POSITION - GOVERNMENTAL ACTIVITIES | <u>\$ 23,783,159</u> |
|---|-----------------------------|

CITY OF MANOR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

| | <u>General Fund</u> | <u>Special Revenues Fund</u> |
|--|----------------------|----------------------------------|
| REVENUES | | |
| Property taxes | \$ 8,831,665 | \$ - |
| Sales tax | 2,804,685 | - |
| Franchise taxes | 895,816 | - |
| Other taxes | 35,236 | 199,173 |
| Licenses and permits | 2,476,482 | - |
| Charge for services | 1,663,397 | - |
| Court and police | 570,493 | - |
| Public safety | 154,327 | - |
| Interest income | 1,731,505 | 26,809 |
| Interest income - restricted | - | - |
| Other | 1,031,858 | 863 |
| Total revenues | <u>20,195,464</u> | <u>226,845</u> |
| EXPENDITURES | | |
| Current: | | |
| General government | 5,247,939 | 66,658 |
| Public safety | 5,387,586 | - |
| Streets | 2,120,748 | - |
| Municipal court | 480,207 | - |
| Development services | 1,375,032 | - |
| Sanitation | 1,724,313 | - |
| Capital outlay | 303,076 | - |
| Debt service: | | |
| Principal | - | - |
| Interest | - | - |
| Total expenditures | <u>16,638,901</u> | <u>66,658</u> |
| Excess (deficiency) of revenues over expenditures | <u>3,556,563</u> | <u>160,187</u> |
| OTHER FINANCING SOURCES (USES) | | |
| Debt issuance proceeds | 97,550 | - |
| Debt issuance fees | - | - |
| Transfers in | - | 147,527 |
| Transfers out | (521,293) | - |
| Total other financing sources (uses) | <u>(423,743)</u> | <u>147,527</u> |
| Net change in fund balances | 3,132,820 | 307,714 |
| Fund balances - beginning of year | <u>14,586,164</u> | <u>570,886</u> |
| Fund balances - end of year | <u>\$ 17,718,984</u> | <u>\$ 878,600</u> |

The accompanying notes are an integral part of this financial statement.

| Debt Services Fund | Capital Projects Fund | Total Governmental Funds |
|-------------------------------|----------------------------------|---|
| \$ 4,177,694 | \$ - | \$ 13,009,359 |
| - | - | 2,804,685 |
| - | - | 895,816 |
| - | - | 234,409 |
| - | - | 2,476,482 |
| - | - | 1,663,397 |
| - | - | 570,493 |
| - | - | 154,327 |
| 13,330 | 477,005 | 2,248,649 |
| - | - | - |
| - | - | 1,032,721 |
| <u>4,191,024</u> | <u>477,005</u> | <u>25,090,338</u> |
| 935 | - | 5,315,532 |
| - | - | 5,387,586 |
| - | - | 2,120,748 |
| - | - | 480,207 |
| - | - | 1,375,032 |
| - | - | 1,724,313 |
| - | - | 303,076 |
| 2,631,700 | - | 2,631,700 |
| 471,235 | - | 471,235 |
| <u>3,103,870</u> | <u>-</u> | <u>19,809,429</u> |
| <u>1,087,154</u> | <u>477,005</u> | <u>5,280,909</u> |
| - | - | 97,550 |
| - | - | - |
| - | - | 147,527 |
| - | (1,413,177) | (1,934,470) |
| <u>-</u> | <u>(1,413,177)</u> | <u>(1,689,393)</u> |
| 1,087,154 | (936,172) | 3,591,516 |
| <u>709,463</u> | <u>15,915,520</u> | <u>31,782,033</u> |
| <u>\$ 1,796,617</u> | <u>\$ 14,979,348</u> | <u>\$ 35,373,549</u> |

The accompanying notes are an integral part of this financial statement.

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CITY OF MANOR, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS \$ 3,591,516

Amounts reported for governmental activities in the statement of activities are different due to the following:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlay expenses in the current period. 525,417

The proceeds of debt issuances provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net assets. Repayment of debt principal is an expenditure in the governmental funds, but the long-term liabilities in the statement of net assets. This is the amount by which debt payments exceeded proceeds and changes in accrued interest and amortization of deferred outflows from refunding. 2,855,102

Some expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in the governmental funds. These expenditures include changes in accrued compensation and changes in pension and OPEB benefits and related inflows and outflows. 93,512

CHANGE IN NET ASSETS - GOVERNMENTAL ACTIVITIES \$ 7,065,547

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION - CONTINUED
PROPRIETARY FUND
SEPTEMBER 30, 2023

Item 1.

| | Water and Sewer System | Capital Impact Fees | Total |
|--------------------------------------|-----------------------------------|--------------------------------|-------------------|
| ASSETS | | | |
| Current assets: | | | |
| Unrestricted assets: | | | |
| Cash and cash equivalents | \$ 12,695,243 | \$ - | \$ 12,695,243 |
| Accounts receivable, net | 910,921 | - | 910,921 |
| Due from other funds | - | - | - |
| Restricted assets: | | | |
| Cash and cash equivalents | 845,494 | 7,969,861 | 8,815,355 |
| Investments | - | 494,530 | 494,530 |
| Total current assets | 14,451,658 | 8,464,391 | 22,916,049 |
| Non-current assets: | | | |
| Non-depreciable assets, net | 8,094,379 | - | 8,094,379 |
| Depreciable assets, net | 29,858,240 | - | 29,858,240 |
| Total non-current assets | 37,952,619 | - | 37,952,619 |
| Total assets | 52,404,277 | 8,464,391 | 60,868,668 |
| DEFERRED OUTFLOWS | | | |
| Deferred outflow related to OPEB | 4,151 | - | 4,151 |
| Deferred outflow related to pension | 130,622 | - | 130,622 |
| Total deferred outflows | 134,773 | - | 134,773 |
| LIABILITIES | | | |
| Current liabilities: | | | |
| Accounts payable | 542,264 | 84,984 | 627,248 |
| Interest payable | 36,231 | - | 36,231 |
| Passthrough liabilities | - | - | - |
| Due to other funds | 2,404,643 | - | 2,404,643 |
| Notes payable, due within one year | 44,838 | - | 44,838 |
| Bonds payable, due within one year | 788,000 | - | 788,000 |
| Total current liabilities | 3,815,976 | 84,984 | 3,900,960 |
| Non-current liabilities: | | | |
| Compensated absences | 65,983 | - | 65,983 |
| Customer deposits | 845,494 | - | 845,494 |
| Notes payable, due after one year | 490,767 | - | 490,767 |
| Bonds payable, due after one year | 11,869,250 | - | 11,869,250 |
| Net OPEB liability | 10,556 | - | 10,556 |
| Net pension liability | 174,858 | - | 174,858 |
| Total non-current liabilities | 13,456,908 | - | 13,456,908 |
| Total liabilities | 17,272,884 | 84,984 | 17,357,868 |

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUND
SEPTEMBER 30, 2023

Item 1.

| | Water and Sewer System | Capital Impact Fees | Total |
|-------------------------------------|-----------------------------------|--------------------------------|-----------------------------|
| DEFERRED INFLOWS | | | |
| Deferred inflow related to OPEB | \$ 8,374 | \$ - | \$ 8,374 |
| Deferred inflow related to pensions | 77,745 | - | 77,745 |
| Total deferred inflows | <u>86,119</u> | <u>-</u> | <u>86,119</u> |
| NET POSITION | | | |
| Investment in capital assets | 25,295,369 | - | 25,295,369 |
| Restricted | 845,494 | 8,379,407 | 9,224,901 |
| Unrestricted | <u>9,039,184</u> | <u>-</u> | <u>9,039,184</u> |
| Total net assets | <u><u>\$ 35,180,047</u></u> | <u><u>\$ 8,379,407</u></u> | <u><u>\$ 43,559,454</u></u> |

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
PROPRIETARY FUND
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

| | Water and Sewer System | Capital Impact Fees | Total |
|---|-----------------------------------|--------------------------------|----------------------|
| OPERATING REVENUES | | | |
| Water service | \$ 3,850,181 | \$ - | \$ 3,850,181 |
| Sewer service | 3,965,641 | - | 3,965,641 |
| Penalties | 119,214 | - | 119,214 |
| Miscellaneous | 1,610 | - | 1,610 |
| Capital impact fees | - | 1,649,437 | 1,649,437 |
| Total operating revenues | <u>7,936,646</u> | <u>1,649,437</u> | <u>9,586,083</u> |
| OPERATING EXPENSES | | | |
| Personnel services | 942,496 | - | 942,496 |
| Operations | 570,717 | 315,293 | 886,010 |
| Utilities | 332,340 | - | 332,340 |
| Insurance | 163,171 | - | 163,171 |
| Materials and supplies | 415,082 | - | 415,082 |
| Maintenance | 446,724 | 79,970 | 526,694 |
| Water fees | 2,319,242 | - | 2,319,242 |
| Wastewater fees | 490,133 | - | 490,133 |
| Depreciation | 883,555 | - | 883,555 |
| Total operating expenses | <u>6,563,460</u> | <u>395,263</u> | <u>6,958,723</u> |
| OPERATING INCOME | <u>1,373,186</u> | <u>1,254,174</u> | <u>2,627,360</u> |
| NON-OPERATING REVENUES (EXPENSES) | | | |
| Interest income | - | 50,120 | 50,120 |
| Interest expense | (341,079) | - | (341,079) |
| Total non-operating revenues (expenses) | <u>(341,079)</u> | <u>50,120</u> | <u>(290,959)</u> |
| INCOME (LOSS) BEFORE CONTRIBUTIONS & TRANSFERS | 1,032,107 | 1,304,294 | 2,336,401 |
| CONTRIBUTIONS AND TRANSFERS | | | |
| Transfers in (out) | 900,943 | (900,943) | - |
| Transfers from (to) primary government | <u>1,786,943</u> | <u>-</u> | <u>1,786,943</u> |
| CHANGE IN NET POSITION | 3,719,993 | 403,351 | 4,123,344 |
| NET POSITION - BEGINNING OF YEAR | <u>31,460,054</u> | <u>7,976,056</u> | <u>39,436,110</u> |
| NET POSITION - END OF YEAR | <u>\$ 35,180,047</u> | <u>\$ 8,379,407</u> | <u>\$ 43,559,454</u> |

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|--|------------------|
| Receipts from customers | \$ 9,381,812 |
| Payments to suppliers | (5,748,814) |
| Payments to employees and contractors | (953,138) |
| Net cash flows from operating activities | <u>2,679,860</u> |

CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

| | |
|--|------------------|
| Increase in customer deposits | 48,121 |
| Increase in restricted assets | (516,192) |
| Net cash flows from non-capital financing activities | <u>(468,071)</u> |

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

| | |
|--|--------------------|
| Transfers from primary government | 3,801,087 |
| Additions to capital assets | (1,061,568) |
| Transfers of capital assets from other funds | (2,687,886) |
| Principal payments on debt | (811,759) |
| Interest payments on debt | (343,279) |
| Net cash flows from capital and related financing activities | <u>(1,103,405)</u> |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|--|---------------|
| Interest income | 50,120 |
| Net cash flows from investing activities | <u>50,120</u> |

NET CHANGE IN CASH AND CASH EQUIVALENTS 1,158,504

CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR 11,045,972

CASH AND CASH EQUIVALENTS - END OF YEAR \$ 12,204,476

RECONCILIATION OF OPERATING INCOME TO NET

CASH FROM OPERATING ACTIVITIES

| | |
|---|----------------------------|
| Operating income | \$ 2,627,360 |
| Adjustments not affecting cash: | |
| Depreciation | 883,555 |
| (Increase) decrease in assets and increase (decrease) in liabilities: | |
| Accounts receivable | (204,271) |
| Accounts payable | (616,142) |
| Compensated absences | (4,291) |
| Deferred outflows | (95,804) |
| Deferred inflows | 28,313 |
| Net OPEB liability | (4,265) |
| Net pension liability | 65,405 |
| Net cash flows from operating activities | <u><u>\$ 2,679,860</u></u> |

The accompanying notes are an integral part of this financial statement.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Manor, Texas (City) is a Home Rule city in which citizens elect the mayor and six council members at large by place. The City operates under the Council-Manager form of government and provides such services as are authorized by its charter to advance the welfare, health, comfort, safety, and convenience of the City and its inhabitants.

The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP) in the United States of America as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted primary standard-setting body for establishing governmental accounting and financial reporting principles. GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards, which along with subsequent GASB pronouncements (Statements and Interpretations), constitutes GAAP for governmental units. The more significant accounting and reporting policies and practices used by the City are described below.

Reporting Entity

The City's basic financial statements include all activities, organizations, and functions for which the City is considered to be financially accountable. The criteria considered in determining activities to be reported within the City's basic financial statements include whether:

- the organization is legally separate (can sue and be sued in its own name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is a fiscal dependency by the organization of the City

The above criteria were applied to potential organizations to determine if the entity should be reported as part of the City. It was determined that the City has no component units or related organizations that should be reported within the City's basic financial statements.

Implementation of New Standards

GASB Statement No. 91, Conduit Debt Obligations, is effective for the City in fiscal year 2023. This statement provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice. The new standard clarifies the definition of a conduit debt obligation, that a conduit debt obligation is not a liability of the issuer, establishes standards for accounting and financial reporting of commitments extended by issuers and arrangements associated with conduit debt obligations, and improves required note disclosures. The City does not have conduit debt.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, (GASB 96) requires recognition of certain right-to-use subscription assets and corresponding liabilities for subscription-based information technology arrangements (SBITA) that were previously classified as operating subscriptions and recognized as outflows of resources based on the payment provisions of the contract. The City did not have any SBITAs that qualified for GASB 96 implementation.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

GASB Statement No. 99, *Omnibus 2022*, includes certain provisions that were effective for the City in fiscal year 2022 and other provisions that are effective in fiscal year 2023 and 2024. The Statement addresses a variety of topics which include provisions regarding practice issues that have been identified during implementation and application of certain GASB Statements as well as accounting and financial reporting for financial guarantees. The following provisions were effective and implemented in fiscal year 2023: Clarification of GASB Statement No. 87, Leases, as amended and clarification of provisions in GASB Statement No. 96, Subscription-Based Information Technology Arrangements.

Government-Wide Financial Statements

The government-wide financial statements are prepared using the economic resources measurement focus and accrual basis of accounting. Government-wide financial statements do not provide information by individual fund or fund types, but distinguish between the City's governmental activities and business-type activities on the Statement of Net Position and Statement of Activities. The statements report information on all of the non-fiduciary activities of the primary government and its component units. The City's Statement of Net Position includes both non-current assets and non-current liabilities of the City. Accrual accounting reports all of the revenues and cost of providing services each year, not just those received or paid in the current year or soon thereafter. Additionally, the government-wide Statement of Activities reflects depreciation expense on the City's capital assets, including infrastructure.

Statement of Net Position

The Statement of Net Position is designed to display the financial position of the primary government (government and business-type activities). The City reports all capital assets, including infrastructure, in the government-wide Statement of Net Position and reports depreciation expense - the cost of "using up" capital assets - in the Statement of Activities. The net position of the City is broken down into three categories: 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted. Long-term liabilities are reported in two categories: 1) the amount due within one year; and 2) the amount due in more than one year.

Statement of Activities

The government-wide Statement of Activities reports net revenue (expense) in a format that focuses on the cost of each of the City's governmental activities and for each of the City's business-type activities. The expense of individual functions is compared to revenues generated directly by the function (for instance, through user charges or intergovernmental grants). General revenues (including all taxes), investment earnings, special and extraordinary items, and transfers between governmental and business-type activities are reported separately after the total net expenses of the government's functions, ultimately arriving at the change in net position of the period. Program revenues are segregated into three categories: 1) charges for services; 2) program-specific operating grants and contributions; and 3) program-specific capital grants and contributions. Indirect costs are allocated amount functions based on use.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fund Level Financial Statements

In addition to the government-wide financial statements, the City prepares fund financial statements, which continue to use the modified accrual basis of accounting and the current financial resources measurement focus. The focus on the fund financial statements is on the major individual funds of the governmental and business-type activities, as well as any fiduciary funds (by category) and any component units. Fund financial accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities.

The City reports the following major governmental funds:

General Fund

Reports as the primary fund of the City. This fund is used to account for all financial resources not reported in any other funds.

Special Revenue Fund

Established to account for revenues assessed and collected for specific purposes.

Debt Service Fund

Established to account for the accumulation of financial resources for the payment of principal and interest of the City's general obligation debt. The City annually levies *ad valorem* taxes restricted for the retirement of general obligation bonds and interest. This fund reports *ad valorem* taxes collected for debt purposes only.

Capital Projects Fund

Bond Management - Established to account for the capital expenditures of general obligation bond proceeds.

Grants Management - Established to account for the City's capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to these program uses.

The City reports the following major enterprise funds:

Water and Sewer Fund

Accounts for the operating activities of the City's water and sewer services.

Measurement Focus/Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within fund). Proprietary fund level financial statements also report using the same focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when liability is incurred, regardless of the timing of related cash flows. Property tax revenues are recognized in the year in which they are levied while grants are recognized when grantor eligibility requirements are met.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Governmental fund level financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Available means collectible within the current period or soon enough thereafter to pay current liabilities. The City considers revenues to be available if they are collected within sixty days of the fiscal year end. Expenditures are recorded when the related fund liability is incurred, except for debt principal and interest which are reported expenditures in the year due.

Major revenue sources susceptible to accrual include sales and property taxes. In general, other revenues are recognized when cash is received.

Operating income reported in the proprietary fund financial statements includes revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and included administrative expenses and depreciation of capital assets.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as needed. See Note E for information describing the City's restricted assets.

Assets, Liabilities, and Net Position or Equity

Cash and Cash Equivalents

For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

Inventories and Prepaid Items

The City records purchases of supplies as expenditures, utilizing the purchase method of accounting for inventory. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

Capital Assets

The City's capital assets and infrastructure with useful lives of more than one year are stated at historical cost and comprehensively reported in the government-wide financial statements. The City maintains infrastructure asset records consistent with all other capital assets. Proprietary capital assets are also reported in their respective funds. Donated assets are stated at fair value on the date donated. The City generally capitalizes assets with a cost of \$5,000 or more as purchases and outlays occur. The cost of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. For information describing capital assets. (see Note F)

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Estimated useful lives, in years, for depreciable assets are as follows:

| | |
|----------------------------|-------|
| Vehicles | 5 |
| Software | 5 |
| Machinery and equipment | 5-7 |
| Buildings and improvements | 10-20 |
| Infrastructure | 20-50 |

Deferred Inflows/Outflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until that time. Deferred outflows, found on the government-wide statement of net position, consist of deferred losses on refundings and deferred outflows related to pensions. A deferred loss on refunding occurs when there is a difference in the carrying value of the refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded debt or refunding debt. Deferred outflows related to pensions consist of amounts paid into the retirement system after the prescribed measurement date plus the net difference between projected and actual earnings.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. Deferred inflows, found on the government-wide statement of net position, consist of deferred inflows related to pensions and deferred professional prosecutor revenue. On the governmental funds balance sheet, deferred inflows consist of deferred property tax revenue, deferred special assessment revenue, and deferred professional prosecutor revenue. All amounts are deferred and recognized as inflows of resources in the period that the amounts become available.

Long-Term Debt

In the government-wide and proprietary fund level financial statements, outstanding debt is reported as liabilities. Outstanding debt is reported within governmental activities and business-type activities based on use of proceeds. Bond issue costs are expensed when incurred.

Fund Balance/Net Position

Fund balances/net position are divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Non-spendable

The non-spendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of interfund loans.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Restricted

Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that the City can be compelled by an external party-such as citizens, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed

The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance or resolution) of the City Council. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, committed fund balance classification may be redeployed for other purposes with appropriate due process. Constraints imposed on the use of committed amounts are imposed by the City Council, separate from the authorization to raise the underlying revenue; therefore, compliance with these constraints are not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

Assigned

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, the assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the City Council or a city official delegated that authority by City Charter or ordinance.

Unassigned

Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Revenues and Expenditures/Expenses

Inter-Fund Activity

Inter-fund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as inter-fund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other inter-fund transactions are treated as transfers. Transfers-in and transfers-out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, inter-fund receivables and payables, if applicable, are netted and presented as a single "Internal Balances" line of the government-wide statement of net assets.

Compensated Absences

Compensated absences are reported as accrued in the government-wide financial statements. In the fund level financial statements, only matured compensated absences payable to currently terminating employees are reported.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reported periods. Final amounts could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events for disclosure through the date of the Independent Auditors' Report, the date the financial statements were available to be issued. See Notes O and P.

B. DEPOSITS AND INVESTMENTS

The City's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the City's agent bank approved pledged securities in an amount sufficient to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

Cash Deposits

At September 30, 2023, carrying amounts of the City's cash deposits were \$60,788,743 and bank balances were \$61,962,470. The City's cash deposits at September 30, 2023, were in excess of FDIC insurance and bank pledges securities by \$31,563,934.

Investments

The City is required by Government Code Chapter 2256, The Public Funds Investment Act (Act), to adopt, implement, and publicize an investment policy. That policy must be written; primarily emphasize safety of principal and liquidity; address investment diversification, yield, and maturity and the quality and capability of investment management; and include a list of the types of authorized investments in which the investing entity's funds may be invested and the maximum allowable stated maturity of any individual investment owned by the entity.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

B. DEPOSITS AND INVESTMENTS - CONTINUED

The Act requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the general purpose financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the City adhered to the requirements of the Act. Additionally, investment practices of the City were in accordance with local policies.

The Act determines the types of investments which are allowable for the City. These include, with certain restrictions, (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers' acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

Fair Value Hierarchy

The three levels of the fair value hierarchy under GASB 72 are described as follows:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the entity has the ability to access.
- Level 2 Inputs to the valuation methodology include:
- Quoted prices for similar assets or liabilities in active markets;
 - Quoted prices for identical or similar assets or liabilities in inactive markets;
 - Inputs other than quoted prices that are observable for the asset or liability; and
 - Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 Inputs to the valuation methodology are unobservable and significant and use the best information available under the circumstances.

The City's investments at September 30, 2023, are shown below. These investments are not classified in a level hierarchy as they are recorded at net asset value.

| Investment or Investment Type | Maturity | Fair Value |
|-------------------------------|----------|--------------|
| TexPool Investment | N/A | \$ 1,209,114 |

GASB Statement No. 79, *Certain External Investment Pools and Pool Participants* (GASB 79). This statement establishes how certain state and local government external investment pools may measure and report their investments. An external investment pool may elect to measure, for reporting purposes, all of its investments at amortized cost if it meets certain criteria. In addition, this statement also establishes additional note disclosures for external investment pools and their participants.

TexPool operates in a manner consistent with the criteria set forth in GASB 79 and therefore uses amortized cost to report net assets to compute share prices. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. TexPool does not have any restrictions or limitations on withdrawals.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

B. DEPOSITS AND INVESTMENTS - CONTINUED

TexPool is rated AAAM by Standard & Poor's. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poor's for review. TexPool is also required to send portfolio information to the office of the State Comptroller of Public Accounts.

Analysis of Specific Deposit and Investment Risks

Professional standards require a determination as to whether the City was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the City was not exposed to a significant amount of credit risk.

Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name. At September 30, 2023, the City's investment deposits were entirely covered by depository insurance or collateralized with securities held by the pledging financial institution in the City's name.

Concentration of Credit Risk

This is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the City was not exposed to concentration of credit risk.

Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year end, the City was not exposed to interest rate risk.

Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the City was not exposed to foreign currency risk.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

C. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of differences between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position:

The governmental fund balance sheet includes a reconciliation between the governmental fund balance on the fund financial statements and total net position of governmental activities on the government-wide financial statements.

| | | |
|---|---------------------|-----------------------------|
| Governmental fund balance | | \$ 35,373,549 |
| <u>Difference due to capital assets</u> | | |
| Capital assets | 18,790,069 | |
| Accumulated depreciation | <u>(11,318,326)</u> | 7,471,743 |
| <u>Difference due to deferred outflows</u> | | |
| Deferred outflows related to pensions | 1,033,882 | |
| Deferred outflows related to OPEB | 24,503 | |
| Deferred loss on refunding | <u>122,575</u> | 1,180,960 |
| <u>Difference due to current liabilities</u> | | |
| Interest payable | | (51,311) |
| <u>Difference due to non-current liabilities</u> | | |
| Compensated absences | (359,574) | |
| Net pension liability | (1,089,668) | |
| Net OPEB liability | (60,572) | |
| Notes payable | (913,399) | |
| Bonds payable | <u>(17,482,750)</u> | <u>(19,905,963)</u> |
| <u>Difference due to deferred inflows</u> | | |
| Deferred inflows related to property taxes | 269,887 | |
| Deferred inflows related to pensions | (496,278) | |
| Deferred inflows related to OPEB | <u>(59,428)</u> | <u>(285,819)</u> |
| Government-wide net position | | <u><u>\$ 23,783,159</u></u> |

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

C. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS - CONTINUED

Explanation of differences between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-wide Statement of Activities:

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between the change in governmental fund balance on the fund financial statements and change in total net position of governmental activities on the government-wide financial statements.

| | |
|--|---------------------|
| Change in governmental fund balance | \$ 3,591,516 |
|--|---------------------|

Amount by which depreciation exceeds capital outlay expense and other capital related transactions

| | | |
|----------------------|--------------------|---------|
| Capital outlay | 1,854,369 | |
| Depreciation expense | <u>(1,328,952)</u> | 525,417 |

Long-term debt and related items

| | | |
|-----------------------------------|-----------------|-----------|
| Debt payments | 3,264,226 | |
| Debt issuances | (383,065) | |
| Accrued interest adjustment | 3,598 | |
| Amortization of loss on refunding | <u>(29,657)</u> | 2,855,102 |

Expenses or revenues that do not require the use of current financial resources or have not matured

| | | |
|--|-----------------|---------------|
| Property taxes recorded as deferred inflows | 104,279 | |
| Changes in pension expense and deferred outflows and inflows | 70,510 | |
| Changes in OPEB expense and deferred outflows and inflows | (23,488) | |
| Compensated absence adjustment | <u>(57,789)</u> | <u>93,512</u> |

| | |
|---|-----------------------------------|
| Change in government-wide net position | <u><u>\$ 7,065,547</u></u> |
|---|-----------------------------------|

D. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, AND DEFERRED REVENUE

Sales Tax Receivable

Sales taxes are collected and remitted to the City by the State Comptroller's Office. All sales taxes are collected within sixty days of year end. At fiscal year end, the receivables represent taxes collected but not yet received by the City and are recorded as revenue.

Property Taxes Receivable and Deferred Revenue

Property taxes are assessed and remitted to the City by the Travis County Tax Assessor's Office. Taxes, levied annually on October 1, are due by January 31. The majority of tax payments are received December through March. Lien dates for real property are July.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

D. RECEIVABLES, UNCOLLECTIBLE ACCOUNTS, AND DEFERRED REVENUE - CONTINUED

Allowances for uncollectible tax receivables reported in the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off when deemed uncollectible; however, state statutes prohibit writing off real property taxes without specific authority from the Texas Legislation.

In the governmental fund level financial statements, property taxes receivable are recorded in the General Fund when assessed (October 1). At fiscal year end, property taxes receivables represent delinquent taxes. If delinquent taxes are not paid within sixty days of fiscal year end, they are recorded as deferred revenue.

In the government-wide financial statements, property tax receivables and related revenues include all amounts due to the City regardless of when cash is received.

At September 30, 2023, receivables for governmental activities are summarized in the government-wide financial statements as follows:

| | Receivables | Allowance for Uncollectible Accounts | Net Receivables |
|-------------------------|---------------------|--|-------------------|
| Sales tax receivable | \$ 229,427 | \$ - | \$ 229,427 |
| Property tax receivable | 269,887 | (88,858) | 181,029 |
| Employee receivable | 1,961 | - | 1,961 |
| Court fines receivable | 862,874 | (836,988) | 25,886 |
| Other | 219,673 | - | 219,673 |
| Total receivables | <u>\$ 1,583,822</u> | <u>\$ (925,846)</u> | <u>\$ 657,976</u> |

Business-Type Activities Receivables

Business-type activities receivables represent amounts due from customers for water, wastewater, and sanitation services. These receivables are due within one month. Receivables are reported net of an allowance for uncollectible accounts and revenues net of what is estimated to be uncollectible. The allowance is estimated using accounts receivable past due more than ninety days.

At September 30, 2023, Business-type activities receivables are summarized in the financial statements as follows:

| | Receivables | Allowance for Uncollectible Accounts | Net Receivables |
|----------------------|-------------------|--|-------------------|
| Customer receivables | \$ 911,070 | \$ (1,349) | \$ 909,721 |
| NSF checks | 1,200 | - | 1,200 |
| Total receivables | <u>\$ 912,270</u> | <u>\$ (1,349)</u> | <u>\$ 910,921</u> |

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

E. RESTRICTED ASSETS

At September 30, 2023, restricted assets consisted of the following:

| | Governmental Activities | Business-Type Activities | Total |
|---------------------------------------|----------------------------|-----------------------------|---------------------|
| Cash and cash equivalents: | | | |
| Other | \$ (1,316,354) | \$ - | \$ (1,316,354) |
| Parkland project | 470,250 | - | 470,250 |
| Rose Hill Public Improvement District | 1,316,354 | - | 1,316,354 |
| Customer deposits | - | 845,494 | 845,494 |
| Capital improvements - water system | - | 2,848,376 | 2,848,376 |
| Capital improvements - sewer system | - | 5,121,485 | 5,121,485 |
| Total cash and cash equivalents | <u>\$ 470,250</u> | <u>\$ 8,815,355</u> | <u>\$ 9,285,605</u> |

| | Governmental Activities | Business-Type Activities | Total |
|-------------------------------------|----------------------------|-----------------------------|---------------------|
| Investments: | | | |
| Parks | \$ 9,414 | \$ - | \$ 9,414 |
| Debt service | 300,963 | - | 300,963 |
| Tourism | 404,207 | - | 404,207 |
| Capital improvements - sewer system | - | 494,530 | 494,530 |
| Total investments | <u>\$ 714,584</u> | <u>\$ 494,530</u> | <u>\$ 1,209,114</u> |

F. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023, was as follows:

| | Beginning Balance | Additions | Deletions/ Reclass | Ending Balance |
|---------------------------------|----------------------|-------------------|-----------------------|---------------------|
| Governmental Activities: | | | | |
| Non-depreciable assets: | | | | |
| Land | \$ 480,607 | \$ 244,000 | \$ - | \$ 724,607 |
| Construction in progress | 676,268 | - | (399,730) | 276,538 |
| Total non-depreciable assets | <u>\$ 1,156,875</u> | <u>\$ 244,000</u> | <u>\$ (399,730)</u> | <u>\$ 1,001,145</u> |
| Depreciable assets: | | | | |
| Buildings | \$ 2,626,731 | \$ - | \$ - | \$ 2,626,731 |
| Equipment | 5,670,887 | 1,610,369 | 399,730 | 7,680,986 |
| Sidewalks | 244,164 | - | - | 244,164 |
| Streets and improvements | 7,237,043 | - | - | 7,237,043 |
| Total depreciable assets | 15,778,825 | 1,610,369 | 399,730 | 17,788,924 |
| Accumulated depreciation | (9,989,374) | (1,328,952) | - | (11,318,326) |
| Depreciable assets, net | <u>\$ 5,789,451</u> | <u>\$ 281,417</u> | <u>\$ 399,730</u> | <u>\$ 6,470,598</u> |

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

F. CAPITAL ASSETS - CONTINUED

| | Beginning Balance | Additions | Deletions/ Reclass | Ending Balance |
|----------------------------------|----------------------|---------------------|-----------------------|----------------------|
| Business-Type Activities: | | | | |
| Non-depreciable assets: | | | | |
| Land | \$ 406,816 | \$ - | \$ - | \$ 406,816 |
| Construction in progress | 4,428,876 | 3,258,687 | - | 7,687,563 |
| Total non-depreciable assets | <u>\$ 4,835,692</u> | <u>\$ 3,258,687</u> | <u>\$ -</u> | <u>\$ 8,094,379</u> |
| Depreciable assets: | | | | |
| Machinery and equipment | \$ 1,633,247 | \$ 490,767 | \$ - | \$ 2,124,014 |
| Culverts | 12,992 | - | - | 12,992 |
| Infrastructure - water system | 9,474,596 | - | - | 9,474,596 |
| Infrastructure - sewer system | 26,193,545 | - | - | 26,193,545 |
| Total depreciable assets | <u>37,314,380</u> | <u>490,767</u> | <u>-</u> | <u>37,805,147</u> |
| Accumulated depreciation | <u>(7,063,352)</u> | <u>(883,555)</u> | <u>-</u> | <u>(7,946,907)</u> |
| Depreciable assets, net | <u>\$ 30,251,028</u> | <u>\$ (392,788)</u> | <u>\$ -</u> | <u>\$ 29,858,240</u> |

Depreciation expense was charged to the functions as follows:

| Function: | Governmental Activities | Business-Type Activities | Total |
|----------------------------|----------------------------|-----------------------------|---------------------|
| General government | \$ 222,509 | \$ - | \$ 222,509 |
| Public safety | 408,566 | - | 408,566 |
| Streets | 686,849 | - | 686,849 |
| Development services | 11,028 | - | 11,028 |
| Water | - | 559,060 | 559,060 |
| Sewer | - | 324,495 | 324,495 |
| Total depreciation expense | <u>\$ 1,328,952</u> | <u>\$ 883,555</u> | <u>\$ 2,212,507</u> |

G. INTER-FUND BALANCES AND ACTIVITY

Transfers (To)From Other Funds

| Purpose | General Fund | Special Revenues Fund | Capital Projects Fund | Proprietary Fund | Capital Impact Fees |
|----------------------------|--------------|-----------------------------|--------------------------|---------------------|------------------------|
| Transfer of capital assets | \$ (373,766) | \$ - | \$ (1,413,177) | \$ 2,687,886 | \$ (900,943) |
| Transfer of funds | (147,527) | 147,527 | - | - | - |

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

H. LONG-TERM DEBT

Long-Term Debt Activity

Changes in long-term debt obligations for the year ended September 30, 2023, are as follows:

| Governmental Activities: | Beginning Balances | Increases | Decreases | Ending Balances | Amounts Due Within One Year |
|---------------------------------|-----------------------|-------------------|-----------------------|----------------------|--------------------------------|
| Financed purchases | \$ 1,162,860 | \$ 383,065 | \$ (632,526) | \$ 913,399 | \$ 441,687 |
| Bonds payable | 20,114,450 | - | (2,631,700) | 17,482,750 | 2,667,000 |
| Loss on refunding | 152,232 | - | (29,657) | 122,575 | 29,657 |
| Total governmental activities | <u>\$ 21,429,542</u> | <u>\$ 383,065</u> | <u>\$ (3,293,883)</u> | <u>\$ 18,518,724</u> | <u>\$ 3,138,344</u> |

| Business-Type Activities: | Beginning Balances | Increases | Decreases | Ending Balances | Amounts Due Within One Year |
|----------------------------------|-----------------------|-------------------|---------------------|----------------------|--------------------------------|
| Financed purchases | \$ 88,297 | \$ 490,767 | \$ (43,459) | \$ 535,605 | \$ 44,838 |
| Bonds payable | 13,425,550 | - | (768,300) | 12,657,250 | 788,000 |
| Total business-type activities | <u>\$ 13,513,847</u> | <u>\$ 490,767</u> | <u>\$ (811,759)</u> | <u>\$ 13,192,855</u> | <u>\$ 832,838</u> |

Debt Service Requirements

Financed Purchases

On July 26, 2019, the City entered into financing agreements for vehicles and equipment totaling \$376,450 at 3.175% fixed interest rate with yearly payments of \$82,611 due in July. The City's balance remaining on the note payable at September 30, 2023, is \$80,068.

On September 17, 2020, the City entered into financing agreements for vehicles totaling \$50,302 at 2.77% fixed interest rate with yearly payments of \$10,618 due in October. The City's balance remaining on the note payable at September 30, 2023, is \$10,331.

On November 18, 2020, the City entered into financing agreements for vehicles totaling \$435,599 at 1.942% fixed interest rate with yearly payments of \$92,259 due in December. The City's balance remaining on the note payable at September 30, 2023, is \$266,368.

On November 11, 2020, the City entered into financing agreements for tasers totaling \$87,169 at 0.00% fixed interest rate with yearly payments of \$17,280 due in November. The City's balance remaining on the note payable at September 30, 2023, is \$34,560.

On March 12, 2021, the City entered into financing agreements for equipment totaling \$285,515 at 0% fixed interest rate with annual payments of \$57,103, maturing on April 22, 2025. The City's balance remaining on the note payable at September 30, 2023, is \$114,206.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

H. LONG-TERM DEBT - CONTINUED

Financed Purchases - Continued

On May 31, 2022, the City entered into financing agreements for equipment totaling \$475,126 at 3.00% fixed interest rate with monthly payments of \$8,547, maturing on May 30, 2027. The City's balance remaining on the note payable at September 30, 2023, is \$355,154.

On March 1, 2023, the City entered into financing agreements for vehicles totaling \$588,317 at 5.47% fixed interest rate with yearly payments of \$137,657 due in March. The City's balance remaining on the note payable at September 30, 2023, is \$588,317.

Debt service requirements on long-term notes payable at September 30, 2023, were as follows:

| For the years ending September 30, | Governmental Activities | | |
|------------------------------------|-------------------------|-------------------|---------------------|
| | Principal | Interest | Total |
| 2024 | \$ 450,525 | \$ 49,561 | \$ 500,086 |
| 2025 | 370,417 | 36,438 | 406,855 |
| 2026 | 306,763 | 25,709 | 332,472 |
| 2027 | 190,783 | 14,659 | 205,442 |
| 2028 | 130,516 | 7,139 | 137,655 |
| | <u>\$ 1,449,004</u> | <u>\$ 133,506</u> | <u>\$ 1,582,510</u> |

Bonds Payable

General Obligation Refunding Bonds, Series 2012

On April 1, 2012, the City issued \$3,510,000 in general obligation bonds, proceeds to be used to refund Series 2001 and 2004 revenue bonds. The bond interest rate of 2.55% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2026 or prior redemption.

Certificate of Obligation Bonds, Series 2012

On September 1, 2012, the City issued \$1,835,000 in certificate of obligation bonds, proceeds to be used for city construction. Bond interest rate of 2.49% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2027 or prior redemption.

General Obligation Refunding Bonds, Series 2015

On February 15, 2015, the City issued \$4,750,000 in general obligation bonds, proceeds to be used to partially refund Series 2007 revenue bonds. Bond interest rate of 2.29% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2026 or prior redemption.

Combination Tax and Revenue Certificate of Obligation Bonds, Series 2016

On August 18, 2016, the City issued \$18,000,000 in certificate of obligation bonds, proceeds to be used for city street and drainage improvements (\$270,000) and water and waste water improvements (\$17,730,000). Bond interest rate of 2.29% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2031 or prior redemption.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

H. LONG-TERM DEBT - CONTINUED

Bonds Payable - Continued

Combination Tax and Revenue Certificate of Obligation Bonds, Series 2021

On December 1, 2021, the City issued \$6,360,000 in combined tax and revenue certificate of obligation bonds, proceeds to be used for the improvement and expansion of the City's water and sewer system. Bond interest rate of 1.76% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2036 or prior redemption.

Tax Note, Series 2022

On September 22, 2022, the City issued \$10,000,000 in tax notes, proceeds to be used for the improvement and expansion of the City's water and sewer system. Bond interest rate of 2.97% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2039 or prior redemption.

Debt service requirements on long-term bond debt at September 30, 2023, were as follows:

| | | Series 2012 - \$3,510,000 | | |
|------------------------------------|-------|---------------------------|------------------|-------------------|
| | | Principal | Interest | Total |
| For the years ending September 30, | | | | |
| | 2024 | \$ 315,000 | \$ 11,220 | \$ 326,220 |
| | 2025 | 60,000 | 3,188 | 63,188 |
| | 2026 | 65,000 | 1,718 | 66,718 |
| | Total | <u>\$ 440,000</u> | <u>\$ 16,126</u> | <u>\$ 456,126</u> |

| | | Series 2012 - \$1,835,000 | | |
|------------------------------------|-------|---------------------------|------------------|-------------------|
| | | Principal | Interest | Total |
| For the years ending September 30, | | | | |
| | 2024 | \$ 135,000 | \$ 13,944 | \$ 148,944 |
| | 2025 | 140,000 | 10,583 | 150,583 |
| | 2026 | 140,000 | 7,097 | 147,097 |
| | 2027 | 145,000 | 3,611 | 148,611 |
| | Total | <u>\$ 560,000</u> | <u>\$ 35,235</u> | <u>\$ 595,235</u> |

| | | Series 2015 - \$4,750,000 | | |
|------------------------------------|-------|---------------------------|-------------------|---------------------|
| | | Principal | Interest | Total |
| For the years ending September 30, | | | | |
| | 2024 | \$ 485,000 | \$ 46,487 | \$ 531,487 |
| | 2025 | 500,000 | 35,381 | 535,381 |
| | 2026 | 515,000 | 23,931 | 538,931 |
| | 2027 | 530,000 | 12,137 | 542,137 |
| | Total | <u>\$ 2,030,000</u> | <u>\$ 117,936</u> | <u>\$ 2,147,936</u> |

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

H. LONG-TERM DEBT - CONTINUED

Bonds Payable - Continued

| | | Series 2016 - \$18,000,000 | | |
|------------------------------------|-------------|--------------------------------------|---------------------|----------------------|
| | | Principal | Interest | Total |
| For the years ending September 30, | | | | |
| | 2024 | \$ 800,000 | \$ 294,265 | \$ 1,094,265 |
| | 2025 | 1,170,000 | 275,945 | 1,445,945 |
| | 2026 | 1,200,000 | 249,152 | 1,449,152 |
| | 2027 | 1,290,000 | 221,672 | 1,511,672 |
| | 2028 | 2,015,000 | 192,131 | 2,207,131 |
| | 2029-2031 | 6,375,000 | 294,494 | 6,669,494 |
| | Total | <u>\$ 12,850,000</u> | <u>\$ 1,527,659</u> | <u>\$ 14,377,659</u> |
| | | Series 2021 CO - \$6,360,000 | | |
| | | Principal | Interest | Total |
| For the years ending September 30, | | | | |
| | 2024 | \$ 380,000 | \$ 98,472 | \$ 478,472 |
| | 2025 | 390,000 | 91,784 | 481,784 |
| | 2026 | 395,000 | 84,920 | 479,920 |
| | 2027 | 405,000 | 77,968 | 482,968 |
| | 2028 | 410,000 | 70,840 | 480,840 |
| | 2029-2033 | 2,190,000 | 242,528 | 2,432,528 |
| | 2034 - 2036 | 1,425,000 | 50,512 | 1,475,512 |
| | Total | <u>\$ 5,595,000</u> | <u>\$ 717,024</u> | <u>\$ 6,312,024</u> |
| | | Series 2022 Tax Notes - \$10,000,000 | | |
| | | Principal | Interest | Total |
| For the years ending September 30, | | | | |
| | 2024 | \$ 1,340,000 | \$ 257,351 | \$ 1,597,351 |
| | 2025 | 1,380,000 | 217,553 | 1,597,553 |
| | 2026 | 1,420,000 | 176,567 | 1,596,567 |
| | 2027 | 1,465,000 | 134,393 | 1,599,393 |
| | 2028 | 1,505,000 | 90,882 | 1,595,882 |
| | 2029-2031 | 1,555,000 | 46,184 | 1,601,184 |
| | Total | <u>\$ 8,665,000</u> | <u>\$ 922,930</u> | <u>\$ 9,587,930</u> |

Deferred Outflow on Refunding

The City has deferred outflow of \$373,180 related to the Series 2015 refunding. This outflow represents the amount of the new bond principal, less issuance costs, that was greater than the current principal balance of the bonds refunded and will be amortized, straight-line, over the life of the Series 2015 Bond. The deferred outflow remaining balance at September 30, 2023 was \$122,575.

Continuing Disclosure

The City has entered into a continuing disclosure undertaking to provide Annual Reports and Material Event Notices to the State Information Disclosure Depository of Texas, which is the Municipal Advisory Council. This information is required under SEC Rule 15c2-12 to enable investors to analyze the financial condition and operation of the City.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

I. RESTRICTED NET ASSETS

At September 30, 2023, net assets restricted by enabling legislation consisted of the following:

| | Governmental Activities | Business-Type Activities | Total |
|---------------------------------------|----------------------------|-----------------------------|----------------------|
| Rose Hill Public Improvement District | \$ 1,316,354 | \$ - | \$ 1,316,354 |
| Parkland project | 470,250 | - | 470,250 |
| Tourism | 404,207 | - | 404,207 |
| Debt service | 300,963 | - | 300,963 |
| Other | (1,306,940) | - | (1,306,940) |
| Capital improvements | - | 9,224,901 | 9,224,901 |
| Total restricted net assets | <u>\$ 1,184,834</u> | <u>\$ 9,224,901</u> | <u>\$ 10,409,735</u> |

J. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts, thefts, damage or destruction of assets, error and omissions, injuries to employees, and natural disasters. During fiscal year 2015, the City obtained general liability coverage at a cost that is considered to be economically justifiable by joining together with other governmental entities in the State as a member of the Texas Municipal League Intergovernmental Risk Pool (TML). TML is a self-funded pool operating as a common risk management and insurance program. The City pays an annual premium to TML for its above insurance coverage. The agreement for the formation of TML provides that TML will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of acceptable risk levels; however, each category of coverage has its own level of reinsurance. The City continues to carry commercial insurance for other risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage in any of the past three fiscal years.

K. PENSION PLAN

Plan Description

The City provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide Texas Municipal Retirement System (TMRS), an agent multiple-employer public employee retirement system. The plan provisions that have been adopted by the City are within the options available in the governing state statutes of TMRS.

TMRS issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TMRS. This report also provides detailed explanations of the contributions, benefits, and actuarial methods and assumptions used by TMRS. This report may be obtained by writing to TMRS, P.O. Box 149153, Austin, TX 78714-9153, or by calling 800-924-8677; in addition, the report is available on TMRS's website at www.TMRS.com.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City are as follows:

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

K. PENSION PLAN - CONTINUED

| | Plan Year 2021 | Plan Year 2022 |
|--|----------------|----------------|
| Employee deposit rate | 7.0% | 7.0% |
| Matching ratio (city to employee) | 2 to 1 | 2 to 1 |
| Years required for vesting | 5 | 5 |
| Service retirement eligibility (expressed as age/years of service) | 60/5, 0/20 | 60/5, 0/20 |
| Updated service credit | 0% | 0% |
| Annuity increase (to retirees) | 0% of CPI | 0% of CPI |

At December 31, 2022, the following employees were covered by the benefit terms:

| | |
|--|-----|
| Inactive employees or beneficiaries currently receiving benefits | 13 |
| Inactive employees entitled to but not yet receiving benefits | 56 |
| Active employees | 82 |
| | 151 |

Contributions

Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Projected Unit Credit actuarial cost method. This rate consists of the normal cost contribution rate and the prior service cost contribution rate, which is calculated to be a level percent of payroll from year to year. The normal cost contribution rate finances the portion of an active member's projected benefit allocated annually; the prior service contribution rate amortizes the unfunded (overfunded) actuarial liability (asset) over the applicable period for that city. Both the normal cost and prior service contribution rates include recognition of the projected impact of annually repeating benefits, such as Updated Service Credits and Annuity Increases.

The City contributes to the TMRS Plan at an actuarially determined rate. Both the employees and the City make contributions monthly. Since the City needs to know its contribution rate in advance for budgetary purposes, there is a one-year delay between the actuarial valuation that serves as the basis for the rate and the calendar year when the rate goes into effect. The actuarially determined required employer contribution rate for calendar years 2022, 2021, and 2020 were 8.16%, 8.85%, and 9.23%, respectively. The required contribution rate payable by the employee members for calendar years 2022, 2021, and 2020 was 7%.

Net Pension Asset

The City's net pension asset was measured as of December 31, 2022, and the total pension asset used to calculate the net pension asset was determined by an actuarial valuation as of that date.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

K. PENSION PLAN - CONTINUED

Actuarial Assumptions

The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions:

| | |
|-------------------------------|---|
| Actuarial valuation date | December 31, 2022 |
| Actuarial cost method | Entry Age Normal |
| Amortization method | Level Percentage of Payroll, Closed |
| Remaining amortization period | 22 Years |
| Asset valuation method | 10 Year smoothed market; 12% soft corridor |
| Inflation | 2.50% |
| Salary increases | 3.50% to 11.50% including inflation |
| Investment rate of return | 6.75% |
| Retirement age | Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018 |
| Mortality | Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP. |
| Other Information: | |
| Notes | There were no benefit changes during the year. |

The actuarial assumptions used in the December 31, 2021, valuation were based on the results of an actuarial experience study for the period December 31, 2014 – December 31, 2018.

Discount Rate

The discount rate used to measure the total pension asset was 6.75%. System-wide Investment Return Assumption: 6.75% per year, compounded annually, composed of an assumed 2.50% inflation rate and a 4.25% net real rate of return. This rate represents the assumed return, net of all investment expenses.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

K. PENSION PLAN - CONTINUED

| | <u>Change in Net Pension Asset</u> | | |
|--|---|----------------------------------|---|
| | Increase (Decrease) | | |
| | Total Pension Liability / (Asset) (a) | Fiduciary Net Position (b) | Net Pension Liability / (Asset) (a-b) |
| Balances as of December 31, 2021 | \$ 7,007,618 | \$ 6,292,696 | \$ 714,922 |
| Changes for the year: | | | |
| Service cost | 711,850 | - | 711,850 |
| Interest on total pension liability | 488,011 | - | 488,011 |
| Change in benefit terms including substantively automatic status | - | - | - |
| Difference between expected and actual experience | (241,140) | - | (241,140) |
| Effect of assumptions changes or inputs | - | - | - |
| Benefit payments | (267,511) | - | (267,511) |
| Contributions - employer | - | 471,641 | (471,641) |
| Contributions - employee | - | 397,681 | (397,681) |
| Net investment income | - | (460,975) | 460,975 |
| Benefit payments | - | (267,511) | 267,511 |
| Administrative expenses | - | (3,975) | 3,975 |
| Other | - | 4,745 | (4,745) |
| Net changes | 691,210 | 141,606 | 549,604 |
| Balances as of December 31, 2022 | \$ 7,698,828 | \$ 6,434,302 | \$ 1,264,526 |

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate.

| | 1% Decrease 5.75% | Current Discount Rate 6.75% | 1% Increase 7.75% |
|---------------------------------|-------------------------|-----------------------------------|-------------------------|
| Net pension liability / (asset) | \$ 2,594,774 | \$ 1,264,526 | \$ 202,446 |

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TMRS's comprehensive annual financial report.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

K. PENSION PLAN - CONTINUED

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized pension expense of \$448,058. At September 30, 2023, deferred outflows and inflows of resources related to pensions were reported from the following sources:

| | Deferred Inflows of Resources | Deferred Outflows of Resources |
|---|----------------------------------|-----------------------------------|
| Differences between expected and actual earnings- actuarial (gains) or losses | \$ 311,487 | \$ 59,118 |
| Changes in assumptions | 3,013 | - |
| Differences between projected and actual earnings on pension plan investments | 259,523 | 708,585 |
| Contributions made subsequent to measurement date | - | 396,801 |
| | <u>\$ 574,023</u> | <u>\$ 1,164,504</u> |

The \$396,801 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as pension expense as follows:

| Years Ending September 30, | |
|-------------------------------|-------------------|
| 2024 | \$ 2,482 |
| 2025 | 53,156 |
| 2026 | 56,310 |
| 2027 | 127,828 |
| 2028 | (33,892) |
| Thereafter | (12,204) |
| | <u>\$ 193,680</u> |

Funded Status and Funding Process

The fund status as of December 31, 2022, is presented as follows:

| | (a) | (b) | (c) | (d) | (e) | (f) |
|--------------------------------|------------------------------|--|-------------------------|-------------------------------------|--------------------|---|
| Actuarial Valuation Date | Actuarial Value of Assets | Actuarial Accrued Liability (AAL) | Funded Ratio (a)/(b) | Unfunded AAL (UAAL) (b) - (a) | Covered Payroll | UAAL as of % of Covered Payroll (d)/(e) |
| 12/31/2020 | \$ 5,078,137 | \$ 6,116,381 | 83.0% | \$ 1,038,244 | \$ 4,724,397 | 22.0% |
| 12/31/2021 | 6,292,696 | 7,007,618 | 89.8% | 714,922 | 4,773,033 | 15.0% |
| 12/31/2022 | 6,434,302 | 7,698,828 | 83.6% | 1,264,526 | 5,681,162 | 22.3% |

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

K. PENSION PLAN - CONTINUED

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual amounts are compared to past expectations and new estimates are made about the future.

Actuarial calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of each valuation, and reflect a long-term perspective. Consistent with that perspective, actuarial methods, and assumptions used include techniques that are designed to reduce short-term volatility actuarial in accrued liabilities and the actuarial value of assets. The schedule of funding progress, presented as Required Supplementary Information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability of benefits.

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)

Plan Description

The City also participates in the cost sharing multiple-employer defined benefit group-term insurance plan operated by the Texas Municipal Retirement System (TMRS) known as Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefit," or OPEB.

At December 31, 2022, the following employees were covered by the benefit terms:

| | |
|--|-----------|
| Inactive employees or beneficiaries currently receiving benefits | 8 |
| Inactive employees entitled to but not yet receiving benefits | 12 |
| Active employees | 82 |
| | <hr/> 102 |

Contributions

Due to the SDBF being considered an unfunded OPEB plan, benefit payments are treated as being equal to the employer's yearly contributions for retirees. During the year ended September 30, 2023, the City has not made any contributions to the SDBF.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)
- CONTINUED

Actuarial Assumptions

The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions:

| | |
|--|--|
| Actuarial valuation date | December 31, 2022 |
| Inflation | 2.50% |
| Salary increases | 3.50% to 11.50% including inflation |
| Discount rate* | 4.05% |
| Retirees' share of benefit-related costs | \$0 |
| Administrative expenses | All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68. |
| Mortality rates - service retirees | 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. |
| Mortality rates - disabled retirees | 2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor. |
| Other Information: | |
| Notes | No benefit changes during the year. |

*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2022.

Note: The actuarial assumptions used in the December 31, 2022 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)
- CONTINUED

| | <u>Change in Net Pension Asset</u> | | |
|---|---|----------------------------------|---|
| | Increase (Decrease) | | |
| | Total Pension Liability / (Asset) (a) | Fiduciary Net Position (b) | Net Pension Liability / (Asset) (a-b) |
| Balances as of December 31, 2021 | \$ 106,970 | \$ - | \$ 106,970 |
| Changes for the year: | | | |
| Service cost | 16,475 | - | 16,475 |
| Interest on total pension liability | 2,115 | - | 2,115 |
| Difference between expected and actual experience | 2,842 | - | 2,842 |
| Effect of assumptions changes or inputs | (56,706) | - | (56,706) |
| Benefit payments | (568) | - | (568) |
| Administrative expenses | - | - | - |
| Contributions - employer | - | - | - |
| Contributions - employee | - | - | - |
| Benefit payments | - | - | - |
| Other | - | - | - |
| Net changes | (35,842) | - | (35,842) |
| Balances as of December 31, 2022 | \$ 71,128 | \$ - | \$ 71,128 |

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 4.05%, as well as what the City's net pension asset would be if it were calculated using a discount rate that is one percentage point lower (3.05%) or one percentage point higher (5.05%) than the current rate.

| | 1% Decrease 3.05% | Current Discount Rate 4.05% | 1% Increase 5.05% |
|---------------------------------|-------------------------|-----------------------------------|-------------------------|
| Net pension liability / (asset) | \$ 91,684 | \$ 71,128 | \$ 56,158 |

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued TMRS's comprehensive annual financial report.

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized pension expense of \$26,661. At September 30, 2023, deferred outflows and inflows of resources related to pensions were reported from the following sources:

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

L. OTHER POSTEMPLOYMENT BENEFITS (OPEB) - SUPPLEMENTAL DEATH BENEFITS FUND (SDBF)
- CONTINUED

| | Deferred Inflows of Resources | Deferred Outflows of Resources |
|--|----------------------------------|-----------------------------------|
| Differences between expected and actual experience | \$ 14,696 | \$ 2,533 |
| Changes in assumptions and other inputs | 53,106 | 26,121 |
| Contributions made subsequent to measurement date | - | - |
| | <u>\$ 67,802</u> | <u>\$ 28,654</u> |

Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized as pension expense as follows:

| Years Ending September 30, | |
|-------------------------------|--------------------|
| 2024 | \$ (4,179) |
| 2025 | (4,179) |
| 2026 | (4,179) |
| 2027 | (4,370) |
| 2028 | (4,496) |
| Thereafter | (17,745) |
| | <u>\$ (39,148)</u> |

M. HEALTH CARE COVERAGE

During the year ended September 30, 2023, employees of the City were covered by a health insurance plan (the Plan). The City paid premiums of \$695,522 to the Plan. Employees, at their option, authorized payroll withholdings to pay premiums for dependents. All premiums were paid to a licensed insurer. The Plan was authorized by Article 3.51-2, Texas Insurance Code and was documented by contractual agreement.

The contract between the City and the licensed insurer is renewable October 1, and terms of coverage and premium costs are included in the contractual provisions.

N. COMMITMENTS AND CONTINGENCIES

Grant Contingencies

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required, and the collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

N. COMMITMENTS AND CONTINGENCIES - CONTINUED

Litigation

The City is subject to certain legal proceedings in the normal course of operations. In the opinion of management, the aggregate liability, if any, with respect to potential legal actions will not materially adversely affect the City's financial position, results of operations, or cash flows.

Arbitrage Rebates

The City invests portions of bond proceeds during construction of related projects and as reserves for debt retirement after construction is complete. Any interest earned on invested bond proceeds over interest paid on bonds must be paid back to the federal government every five years. As of September 30, 2023, the City's arbitrage liability was \$0.

O. SPECIAL ASSESSMENT REVENUE BONDS

The City has no direct or contingent liability or moral obligation for the payment of this debt; therefore, this debt is not recorded as long-term debt of the City.

In January 2020 the City issued \$3,120,000 of Special Assessment Revenue Bonds, Senior Series 2020 related to the Lagos Public Improvement District, Major Improvement Area Project. The bonds are special obligations of the City payable solely from the assessments levied against parcels within the Public Improvement District and other pledged funds held under the indenture. The bonds do not give rise to a charge against the general credit or taxing powers of the City. The City is acting as an agent for the property owners within the district in collecting the future assessments, forwarding collections to trustees, approving bond proceed disbursements, and initiating any future foreclosures. The aggregate principal outstanding at September 30, 2023, is \$2,760,000.

In May 2021, the City issued \$7,305,000 of Special Assessment Revenue Bonds, Senior Series 2021 related to the Manor Heights Public Improvement District, Major Improvement Area #1-2 Project. The bonds are special obligations of the City payable solely from the assessments levied against parcels within the Public Improvement District and other pledged funds held under the indenture. The bonds do not give rise to a charge against the general credit or taxing powers of the City. The City is acting as an agent for the property owners within the district in collecting the future assessments, forwarding collections to trustees, approving bond proceed disbursements, and initiating any future foreclosures. The aggregate principal outstanding at September 30, 2023, is \$7,155,000.

In May 2021, the City issued \$8,080,000 of Special Assessment Revenue Bonds, Senior Series 2021 related to the Manor Heights Public Improvement District, Major Improvement Area Project. The bonds are special obligations of the City payable solely from the assessments levied against parcels within the Public Improvement District and other pledged funds held under the indenture. The bonds do not give rise to a charge against the general credit or taxing powers of the City. The City is acting as an agent for the property owners within the district in collecting the future assessments, forwarding collections to trustees, approving bond proceed disbursements, and initiating any future foreclosures. The aggregate principal outstanding at September 30, 2023, is \$7,930,000.

CITY OF MANOR, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

O. SPECIAL ASSESSMENT REVENUE BONDS - CONTINUED

In July 2023, the City issued \$4,280,000 of Special Assessment Revenue Bonds, Senior Series 2023 related to the Manor Heights Public Improvement District, Improvement Area #3 Project. The bonds are special obligations of the City payable solely from the assessments levied against parcels within the Public Improvement District and other pledged funds held under the indenture. The bonds do not give rise to a charge against the general credit or taxing powers of the City. The City is acting as an agent for the property owners within the district in collecting the future assessments, forwarding collections to trustees, approving bond proceed disbursements, and initiating any future foreclosures. The aggregate principal outstanding at September 30, 2023, is \$4,280,000.

In June 2024, the City issued \$5,400,000 of Special Assessment Revenue Bonds, Senior Series 2024 related to the Manor Heights Public Improvement District, Improvement Area #4 Project. The bonds are special obligations of the City payable solely from the assessments levied against parcels within the Public Improvement District and other pledged funds held under the indenture. The bonds do not give rise to a charge against the general credit or taxing powers of the City. The City is acting as an agent for the property owners within the district in collecting the future assessments, forwarding collections to trustees, approving bond proceed disbursements, and initiating any future foreclosures.

P. SUBSEQUENT EVENTS

Combination Tax and Revenue Certificate of Obligation Bonds, Series 2023

On December 1, 2023, the City issued \$36,245,000 in combined tax and revenue certificate of obligation bonds, proceeds to be used for the improvement and expansion of the City's water and sewer system. Bond interest rate of 5.00% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2042 or prior redemption.

General Obligation Bonds, Series 2024

On May 22, 2024, the City issued \$15,000,000 in general obligation bonds, proceeds to be used for the acquisition of real property for economic development purposes. Bond interest rates vary from 4.96% to 5.60% with semi-annual payments due on February 15 and August 15 of each year until maturity in 2042 or prior redemption.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF MANOR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) - GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

| | Budget | Final Budget | Actual | Variance Favorable (Unfavorable) |
|--|-----------------------------|-----------------------------|-----------------------------|---|
| REVENUES | | | | |
| Property taxes | \$ 9,042,774 | \$ 9,039,679 | \$ 8,831,665 | \$ (208,014) |
| Sales taxes | 2,134,325 | 2,134,325 | 2,804,685 | 670,360 |
| Franchise taxes | 942,511 | 966,419 | 895,816 | (70,603) |
| Other taxes | 16,705 | 28,376 | 35,236 | 6,860 |
| Licenses and permits | 3,106,550 | 3,112,428 | 2,476,482 | (635,946) |
| Charge for services | 1,120,000 | 1,120,000 | 1,663,397 | 543,397 |
| Court and police | 418,298 | 459,079 | 570,493 | 111,414 |
| Public safety | 76,850 | 109,486 | 154,327 | 44,841 |
| Interest | 50,000 | 1,537,435 | 1,731,505 | 194,070 |
| Other | 366,786 | 579,498 | 1,031,858 | 452,360 |
| Total revenues | <u>17,274,799</u> | <u>19,086,725</u> | <u>20,195,464</u> | <u>1,108,739</u> |
| EXPENDITURES | | | | |
| General government | 5,334,031 | 5,527,574 | 5,247,939 | 279,635 |
| Public safety | 6,081,667 | 6,201,725 | 5,387,586 | 814,139 |
| Streets | 2,197,475 | 2,629,911 | 2,120,748 | 509,163 |
| Municipal court | 596,512 | 596,512 | 480,207 | 116,305 |
| Development services | 1,318,760 | 1,368,994 | 1,375,032 | (6,038) |
| Sanitation | 1,500,000 | 1,500,000 | 1,724,313 | (224,313) |
| Capital outlay | 246,354 | 246,354 | 303,076 | (56,722) |
| Debt payments | - | - | - | - |
| Interest | - | - | - | - |
| Total expenditures | <u>17,274,799</u> | <u>18,071,070</u> | <u>16,638,901</u> | <u>1,432,169</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES | <u>-</u> | <u>1,015,655</u> | <u>3,556,563</u> | <u>2,540,908</u> |
| OTHER FINANCING SOURCES (USES) | | | | |
| Debt issuances | - | - | 97,550 | 97,550 |
| Transfers (to) from other funds: | - | - | (521,293) | (521,293) |
| Total other financing sources (uses) | <u>-</u> | <u>-</u> | <u>(423,743)</u> | <u>(423,743)</u> |
| NET CHANGE IN FUND BALANCE | - | 1,015,655 | 3,132,820 | 2,117,165 |
| FUND BALANCE - BEGINNING OF YEAR | <u>14,586,164</u> | <u>14,586,164</u> | <u>14,586,164</u> | <u>-</u> |
| FUND BALANCE - END OF YEAR | <u><u>\$ 14,586,164</u></u> | <u><u>\$ 15,601,819</u></u> | <u><u>\$ 17,718,984</u></u> | <u><u>\$ 2,117,165</u></u> |

CITY OF MANOR, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

A. GENERAL FUND BUDGETARY ANALYSIS

Budgetary Information

The City Council adopts an annual budget prepared on a non-GAAP cash basis. City management may transfer part or all of any unencumbered appropriation balance within specific categories (i.e., personnel, operations, supplies, or capital outlay) within programs; however, any revisions that alter the total expenditures of the categories must be approved by the City Council. The City, for management purposes, adopts budgets for all funds. Legal budgets are also adopted for all funds, and the legal level of control is the fund level.

Capital projects are funded through capital grants or general obligation debt authorized for specific purposes.

All unused appropriations, except appropriations for capital expenditures, lapse at the close of the fiscal year to the extent they have not been expended or encumbered. An appropriation for capital expenditures shall continue in force until the purpose for which it was made is accomplished or abandoned. No supplemental budgetary appropriations occurred in the debt service fund or in the general fund. Revised budgets, if any, are used for budget versus actual comparisons.

B. BUDGET VERSUS ACTUAL RESULTS

Operating revenues in the general fund were greater than budgeted by \$1,108,739, and operating expenditures were less than budgeted by \$1,432,169, resulting in an overall favorable operating variance of \$2,540,908. Due to favorable operating results, there was an overall increase in fund balance of \$3,132,820 for the City's general fund.

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CITY OF MANOR, TEXAS
REQUIRED SUPPLEMENTAL INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S NET PENSION ASSET/LIABILITY
AND RELATED RATIOS
LAST TEN YEARS*
(Unaudited)

| | 2023 | 2022 | 2021 | 2020 |
|--|---------------------|---------------------|---------------------|---------------------|
| Total Pension Liability (Asset) | | | | |
| Service cost | \$ 711,850 | \$ 605,221 | \$ 599,998 | \$ 550,557 |
| Interest on total pension liability | 488,011 | 426,594 | 383,525 | 327,129 |
| Change in benefit terms including substantively automatic status | - | - | - | - |
| Effect of plan changes | - | - | - | - |
| Difference between expected and actual experience | (241,140) | 57,592 | (196,958) | 28,739 |
| Effect of assumptions changes or inputs | - | - | - | (7,557) |
| Benefit payments, including refunds of employee contributions | (267,511) | (198,170) | (104,072) | (72,110) |
| Net change in total pension liability (asset) | 691,210 | 891,237 | 682,493 | 826,758 |
| Total pension liability (asset), beginning | 7,007,618 | 6,116,381 | 5,433,888 | 4,607,130 |
| Total pension liability (asset), ending (a) | <u>\$ 7,698,828</u> | <u>\$ 7,007,618</u> | <u>\$ 6,116,381</u> | <u>\$ 5,433,888</u> |
| Fiduciary Net Position | | | | |
| Employer contributions | \$ 471,641 | \$ 418,118 | \$ 430,394 | \$ 384,826 |
| Employee contributions | 397,681 | 334,112 | 330,708 | 303,696 |
| Net investment income | (460,975) | 663,540 | 312,881 | 468,829 |
| Benefit payments, including refunds of employee contributions | (267,511) | (198,170) | (104,072) | (72,110) |
| Administrative expenses | (3,975) | (3,063) | (2,019) | (2,645) |
| Other | 4,745 | 22 | (81) | (79) |
| Net change in fiduciary net position | 141,606 | 1,214,559 | 967,811 | 1,082,517 |
| Fiduciary net position, beginning | 6,292,696 | 5,078,137 | 4,110,326 | 3,027,809 |
| Fiduciary net position, ending (b) | <u>\$ 6,434,302</u> | <u>\$ 6,292,696</u> | <u>\$ 5,078,137</u> | <u>\$ 4,110,326</u> |
| Net pension liability (asset), ending = (a) - (b) | <u>\$ 1,264,526</u> | <u>\$ 714,922</u> | <u>\$ 1,038,244</u> | <u>\$ 1,323,562</u> |
| Fiduciary net position as a % of total pension liability (asset) | 83.58% | 89.80% | 83.03% | 75.64% |
| Covered employee payroll | \$ 5,681,162 | \$ 4,773,033 | \$ 4,724,397 | \$ 4,338,512 |
| Net pension liability (asset) as a % of covered employee payroll | 22.26% | 14.98% | 21.98% | 30.51% |

* Fiscal year 2015 was the first year of implementation, therefore only nine years are shown.

| 2019 | 2018 | 2017 | 2016 | 2015 |
|--------------|--------------|--------------|--------------|--------------|
| \$ 473,885 | \$ 312,499 | \$ 263,418 | \$ 217,127 | \$ 131,462 |
| 276,744 | 169,207 | 144,524 | 122,699 | 103,455 |
| 1,049,303 | - | - | - | - |
| - | - | - | - | 25,647 |
| 22,226 | 39,102 | 11,751 | 14,209 | 26,291 |
| - | - | - | 68,829 | - |
| (57,375) | (57,953) | (99,189) | (16,304) | (41,958) |
| 1,764,783 | 462,855 | 320,504 | 406,560 | 244,897 |
| 2,842,347 | 2,379,492 | 2,058,988 | 1,652,428 | 1,407,531 |
| \$ 4,607,130 | \$ 2,842,347 | \$ 2,379,492 | \$ 2,058,988 | \$ 1,652,428 |
| \$ 160,213 | \$ 145,755 | \$ 96,836 | \$ 81,392 | \$ 42,366 |
| 187,603 | 171,891 | 144,102 | 126,237 | 100,392 |
| (84,618) | 312,128 | 133,631 | 2,638 | 91,356 |
| (57,375) | (57,953) | (99,189) | (16,304) | (41,958) |
| (1,635) | (1,619) | (1,511) | (1,607) | (953) |
| (85) | (82) | (81) | (79) | (78) |
| 204,103 | 570,120 | 273,788 | 192,277 | 191,125 |
| 2,823,706 | 2,253,586 | 1,979,798 | 1,787,521 | 1,596,396 |
| \$ 3,027,809 | \$ 2,823,706 | \$ 2,253,586 | \$ 1,979,798 | \$ 1,787,521 |
| \$ 1,579,321 | \$ 18,641 | \$ 125,906 | \$ 79,190 | \$ (135,093) |
| 65.72% | 99.34% | 94.71% | 96.15% | 108.18% |
| \$ 3,752,058 | \$ 3,437,829 | \$ 2,882,032 | \$ 2,524,736 | \$ 2,007,847 |
| 42.09% | 0.54% | 4.37% | 3.14% | -6.73% |

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CITY OF MANOR, TEXAS
TEXAS MUNICIPAL RETIREMENT SYSTEM
SCHEDULE OF FUNDING PROGRESS
(Unaudited)

Item 1.

| | (a) | (b) | (c) | (d) | (e) | (f) |
|-----------------------------|---------------------------------|--|-------------------------|-------------------------------------|--------------------|--|
| Actuarial Valuation Date | Actuarial Value of Assets | Actuarial Accrued Liability (AAL) | Funded Ratio (a)/(b) | Unfunded AAL (UAAL) (b) - (a) | Covered Payroll | UAAL as a Percentage of Covered Payroll (d)/(e) |
| 12/31/2020 | \$ 5,078,137 | \$ 6,116,381 | 83.0% | \$ 1,038,244 | \$ 4,724,397 | 22.0% |
| 12/31/2021 | 6,292,696 | 7,007,618 | 89.8% | 714,922 | 4,773,033 | 15.0% |
| 12/31/2022 | 6,434,302 | 7,698,828 | 83.6% | 1,264,526 | 5,681,162 | 22.3% |

CITY OF MANOR, TEXAS
REQUIRED SUPPLEMENTAL INFORMATION
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB ASSET/LIABILITY
AND RELATED RATIOS
LAST TEN YEARS*
(Unaudited)

Item 1.

| | <u>2023</u> | <u>2022</u> | <u>2021</u> |
|--|--------------------|-------------------|-------------------|
| Total OPEB Liability (Asset) | | | |
| Service cost | \$ 16,475 | \$ 13,842 | \$ 10,866 |
| Interest on total OPEB liability | 2,115 | 1,926 | 2,241 |
| Effect of plan changes | - | - | - |
| Difference between expected and actual experience | 2,842 | (2,418) | (15,733) |
| Effect of assumptions changes or inputs | (56,706) | 4,482 | 16,427 |
| Benefit payments | <u>(568)</u> | <u>(477)</u> | <u>(472)</u> |
| Net change in total OPEB liability (asset) | (35,842) | 17,355 | 13,329 |
| Total OPEB liability (asset), beginning | <u>106,970</u> | <u>89,615</u> | <u>76,286</u> |
| Total OPEB liability (asset), ending (a) | <u>\$ 71,128</u> | <u>\$ 106,970</u> | <u>\$ 89,615</u> |
| Covered payroll | \$ 5,681,162 | \$ 4,773,033 | \$ 4,724,397 |
| Net OPEB liability (asset) as a % of covered payroll | 1.25% | 2.24% | 1.90% |

* Fiscal year 2018 was the first year of implementation, therefore only six years are shown.

| <u>2020</u> | <u>2019</u> | <u>2018</u> |
|------------------|------------------|------------------|
| \$ 6,508 | \$ 6,003 | \$ 4,813 |
| 2,089 | 1,860 | 1,648 |
| - | - | - |
| (1,673) | (2,490) | - |
| 16,515 | (5,293) | 5,549 |
| (434) | - | - |
| <u>23,005</u> | <u>80</u> | <u>12,010</u> |
| 53,281 | 53,201 | 41,191 |
| <u>\$ 76,286</u> | <u>\$ 53,281</u> | <u>\$ 53,201</u> |
| \$ 4,338,512 | \$ 3,752,058 | \$ 3,437,829 |
| 1.76% | 1.42% | 1.55% |

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor and
Members of the City Council
City of Manor, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Manor, Texas (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated October 28, 2024.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Austin, Texas
October 28, 2024

**CITY OF MANOR, TEXAS
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED SEPTEMBER 30, 2023**

Item 1.

Financial Statement Findings

None

CITY OF MANOR, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED SEPTEMBER 30, 2023

Item 1.

Prior Audit Findings

None



City Council
City of Manor, Texas
P.O. Box 387
Manor, Texas 78653

This letter includes comments and suggestions with respect to matters that came to our attention in connection with our accounting services engagement related to the audit of the financial statements of the City of Manor, Texas (the City) for the year ended September 30, 2023. These items are offered as constructive suggestions to be considered part of the ongoing process of modifying and improving the City's practices and procedures.

During the audit, it was noted that fixed assets were not being tracked. We recommend the City develop a full fixed asset inventory tracking including the following:

- Description of the asset;
- Cost, voucher number, and vendor name;
- Date placed in service;
- Estimated useful life;
- Depreciation method;
- Depreciation expense and accumulated depreciation for the year;
- Date asset was retired and selling price if applicable;
- Account the fixed asset was recorded to; and
- If the asset was purchased with debt or financing.

Complete information such as the above on all fixed assets would provide enhanced control for the safeguarding of these assets, which are a significant cost, and can reconcile to the asset listing maintained for insurance purposes. A better assessment and evaluation could also be made regarding the reliability of certain fixed assets, and the need for replacements, and so on.

This letter is intended solely for the information and use of the City Council, management, and others within the City and is not intended to be and should not be used by anyone other than these specified parties. We appreciate serving the City of Manor, Texas and would be happy to assist you in addressing and implementing any of the suggestions in this letter.

Atchley & Associates LLP

Austin, Texas
October 28, 2024



**CITY COUNCIL
REGULAR SESSION MINUTES
NOVEMBER 6, 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
Lluvia T. Almaraz, City Secretary
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Michael Burrell, Interim Development Services Director
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 7:06 p.m. on Wednesday, November 6, 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.

PROCLAMATIONS

A. Declaring the week of November 4-8, 2024, as “*Municipal Court Week*”

Mayor Harvey read and presented the Proclamation to Court Administrator Sofi Duran.

PUBLIC COMMENTS

Heritage & Tourism Manager Yalondra V. Santana invited the community to attend the Veteran’s Day Ceremony on Monday, November 11, 2024, at Manor New Tech Football Stadium.

Ruth Taylor Biscoe submitted a speaker card and addressed the matter with Mr. Battaile.

No one else appeared at this time.

CONSENT

1. Consideration, discussion, and possible action on a Resolution to allocate votes for the election to the Board of Directors of the Travis Central Appraisal District.

Resolution No. 2024-36: A Resolution of the City Council of the City of Manor, Texas, Approving the Allocation of Votes for the Board of Directors of the Travis Central Appraisal District.

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

There was no further discussion.

Motion to approve carried 7-0

At the direction of Mayor Harvey Item No. 8 was pulled from the agenda.

REGULAR AGENDA

2. Consideration, discussion, and possible action on a Development Agreement for the Landmark at Manor East Apartments located at 13119 East US Highway 290 Manor, TX.

The city staff recommended that the City Council approve the development agreement for the Landmark at Manor East Apartments, located at 13119 East US Highway 290, Manor, Texas.

Interim Development Services Director Burrell discussed the proposed agreement.

A discussion was held regarding the changes to the minimum dwelling unit size and masonry requirements.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve the development agreement for the Landmark at Manor East Apartments, located at 13119 East US Highway 290, Manor, Texas.

There was no further discussion.

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

3. Consideration, discussion, and possible action on the acceptance of the City of Manor, Texas Annual Financial Report and Independent Auditors' Report Year ended September 30, 2023.

The city staff recommended that the City Council approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditors' Report Year ended September 30, 2023.

Jeremy Myers with Atchley & Associates, LLP discussed the Auditor's Report for Fiscal Year 2022-2023.

MOTION: Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emily Hill to approve and accept the City of Manor, Texas Annual Financial Report and Independent Auditors' Report Year ended September 30, 2023.

There was no further discussion.

Motion to approve carried 7-0

4. Consideration, discussion, and possible action on an ordinance adopting a covered Applications and Prohibited Technology Policy.

The city staff recommended that the City Council approve Ordinance No. 765 Adopting a Covered Applications and Prohibited Technology Policy.

HR Director Vasquez discussed the proposed policy.

Ordinance No. 765: An Ordinance of the City of Manor, Texas, Adopting a Covered Applications and Prohibited Technology Policy; Repealing all Ordinances in Conflict; Providing an Open Meetings Clause; and Providing an Effective Date.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve Ordinance No. 765 Adopting a Covered Applications and Prohibited Technology Policy.

There was no further discussion.

Motion to approve carried 7-0

5. Consideration, discussion, and possible action on a Resolution amending Resolution No. 2024-20 to adjust the eligibility criteria for the Manor Youth Advisory Commission to include students in grades eight through ten.

The city staff recommended that the City Council approve Resolution No. 2024-37 amending Resolution No. 2024-20 to adjust the eligibility criteria for the Manor Youth Advisory Commission to include students in grades eight through ten.

Heritage & Tourism Manager V. Santana discussed the proposed amendment to the Manor Youth Advisory Commission.

Resolution No. 2024-37: A Resolution of the City Council of the City of Manor, Texas, Amending Resolution No. 2024-20 to Adjust the Eligibility Criteria for the Manor Youth Advisory Commission to Include Students in Grades Eight Through Ten; Providing for Findings of Fact; Repealing and Conflicting Provisions; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Amezcua to approve Resolution No. 2024-37 amending Resolution No. 2024-20 to adjust the eligibility criteria for the Manor Youth Advisory Commission to include students in grades eight through ten.

There was no further discussion.

Motion to approve carried 7-0

6. Consideration, discussion, and possible action on an agreement to transfer approximately 35.6 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

The city staff recommended that the City Council approve the agreement to transfer approximately 35.6 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

Interim Development Services Director Burrell discussed the proposed agreement.

A discussion was held regarding clarification of the agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the agreement to transfer approximately 35.6 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action on a License Agreement with Lennar Homes of Texas Land and Construction Ltd., and LIT IDV Ranch 130 Phase I, LLC.

The city staff recommended that the City Council approve the License Agreement with Lennar Homes of Texas Land and Construction Ltd., and LIT IDV Ranch 130 Phase I, LLC for a wastewater force main and authorize the City Manager to execute the license agreement.

Ryan LaMarre with Quiddity Engineering discussed the proposed agreement.

Assistant City Attorney Rivera discussed the license agreements.

Mia Serrato with Lennar Homes submitted a speaker card; however, she did not wish to speak but was available to answer any questions posed by the City Council.

Bill Barton with Lennar Homes submitted a speaker card; however, he did not wish to speak but was available to answer any questions posed by the City Council.

A discussion was held regarding the amount of homes that would be built for the project.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the License Agreement with Lennar Homes of Texas Land and Construction Ltd., and LIT IDV Ranch 130 Phase I, LLC for a wastewater force main and authorize the City Manager to execute the license agreement.

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 7:43 p.m. on Wednesday, November 6, 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 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Interlocal Agreement with City of Austin regarding the Transfer of the Manor Downs/Dalfen property; 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; 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 7:43 p.m. on Wednesday, November 6, 2024.*

The Executive Session was adjourned at 8:35 p.m. on Wednesday, November 6, 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 8:35 p.m. on Wednesday, November 6, 2024.

~~8. Consideration, discussion, and possible action on an Interlocal Cooperation Agreement with the City of Austin for the release and transfer of property from the City of Austin Extraterritorial Jurisdiction (ETJ) to the City of Manor ETJ.~~

There was no further discussion and no action was taken.

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 8:36 p.m. on Wednesday, November 6, 2024.

The Manor City Council approved these minutes on the 4th day of December 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
WORKSHOP SESSION MINUTES
NOVEMBER 16, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2
Maria Amezcua, Place 3 (Absent)
Sonia Wallace, Place 4
Aaron Moreno, Place 5 (Absent)
Deja Hill, Place 6 (Arrived at 10:03 a.m.)

CITY STAFF:

Scott Moore, City Manager
Brittany Lopez, Assistant City Secretary
Tracey Vasquez, HR Director

WORKSHOP SESSION – 9:00 A.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 9:28 a.m. on Saturday, November 16, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. Discussion of the City of Manor Policies and Procedures Handbook

HR Director Vasquez discussed the following proposed policies.

- Section 5 – Workplace Guidelines
 - 5.1 Attendance
 - 5.2 Employee Performance
 - 5.3 Outside Employment
 - 5.4 Dress and Grooming
 - 5.5 Social Media
 - 5.6 Solicitation
 - 5.7 Computers, Cell Phones, Internet, E-Mail, and Other Resources
 - 5.8 Conduct and Workplace Rules

- Section 6 – Time Off and Leaves of Absense
 - 6.1 Holidays
 - 6.2 Vacation
 - 6.3 Sick Leave
 - 6.4 Family and Medical Leave
 - 6.5 Military Leave
 - 6.6 Bereavement Leave
 - 6.7 Jury Duty/Court Appearance
 - 6.8 Time Off for Voting
 - 6.9 Mental Health Leave
 - 6.10 Compensatory Time
- Section 7 – Employee Benefits
 - 7.1 Medical, Dental, and Vision Insurance
 - 7.2 Group Life Insurance
 - 7.3 Short-Term Disability
 - 7.4 Long-Term Disability
 - 7.5 Texas Municipal Retirement
 - 7.6 Worker’s Compensation
 - 7.7 Employee Assistance Program
 - 7.8 Car Allowance-Take-Home Vehicles
 - 7.9 Travel
 - 7.10 Education Reimbursement

There was no action taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 10:27 a.m. on Saturday, November 16, 2024.

The Manor City Council approved these minutes on December 4, 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL CALLED SPECIAL MEETING
MINUTES
NOVEMBER 19, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Brittany Lopez, Assistant City Secretary
Tracey Vasquez, HR Director

SPECIAL SESSION – 7:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 7:00 p.m. on Tuesday, November 19, 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 to speak at this time.

REGULAR AGENDA

Consideration, discussion, and possible action of items relating to the November 5, 2024, City of Manor General Election.

- **Canvass of the Election Returns for the City of Manor General Election.**

The City Council canvassed the attached results of the City of Manor General Election held on November 5, 2024.

Mayor Harvey read the following results:

**GENERAL ELECTION
NOVEMBER 5, 2024
(Results for 6 Precincts 126, 127, 142, 143, 144, and 145)**

TOTAL REGISTERED VOTERS – 9,652

TOTAL BALLOTS CAST – 5,515

TOTAL VOTER TURNOUT – 57.14%

VOTES CAST:

| | <u>Early</u> | <u>Vote by Mail</u> | <u>Election</u> | <u>Provisional</u> | <u>Vote %</u> | <u>Total</u> |
|--------------------------------|--------------|---------------------|-----------------|--------------------|---------------|--------------|
| MAYOR | | | | | | |
| Christopher Harvey | 1756 | 50 | 463 | 4 | 49.67% | 2273 |
| Robert Battaile | 406 | 5 | 146 | 0 | 12.17% | 557 |
| Tricia Campbell | 1,286 | 30 | 423 | 7 | 38.16% | 1,746 |
| COUNCIL MEMBER, PLACE 1 | | | | | | |
| Emily Hill | 2,145 | 64 | 608 | 5 | 68.41% | 2,822 |
| Stephen D. Rushing | 954 | 18 | 326 | 5 | 31.59% | 1,303 |

COUNCIL MEMBER, PLACE 3

John Strange

| | | | | | |
|-----|----|-----|---|--------|-----|
| 728 | 17 | 208 | 2 | 23.07% | 955 |
|-----|----|-----|---|--------|-----|

Todd Shaner

| | | | | | |
|-----|----|-----|---|--------|-----|
| 662 | 15 | 199 | 2 | 21.21% | 878 |
|-----|----|-----|---|--------|-----|

Maria D. Amezcua

| | | | | | |
|-------|----|-----|---|--------|-------|
| 1,722 | 48 | 530 | 6 | 55.71% | 2,306 |
|-------|----|-----|---|--------|-------|

COUNCIL MEMBER, PLACE 5

Aaron W. Moreno

| | | | | | |
|-------|----|-----|---|--------|--------|
| 1,770 | 44 | 516 | 5 | 59.07% | 2,335_ |
|-------|----|-----|---|--------|--------|

Armando Samaniego

| | | | | | |
|-------|----|-----|---|--------|-------|
| 1,199 | 34 | 380 | 5 | 40.93% | 1,618 |
|-------|----|-----|---|--------|-------|

- **Presentation of Certificate of Election by Mayor Harvey to Re-Elected Council Member, Place 1 – Emily Hill; Re-Elected Council Member, Place 3 – Maria Amezcua; and Re-Elected Council Member, Place 5 – Aaron Moreno.**

Mayor Harvey presented Certificate of Election to Re-Elected Council Member, Place 1 – Emily Hill; Re-Elected Council Member, Place 3 – Maria Amezcua; and Re-Elected Council Member, Place 5 – Aaron Moreno.

- **Oath-of-Office to Council Member, Place 1 – Emily Hill; Council Member, Place 3 – Maria Amezcua; and Council Member, Place 5 – Aaron Moreno by Associate Judge Jay Caballero.**

Following the presentation of certificates, Associate Judge Jay Caballero conducted the Oath-of-Office to Re-Elected Council Member, Place 1 – Emily Hill; Re-Elected Council Member, Place 3 – Maria Amezcua; and Re-Elected Council Member, Place 5 – Aaron Moreno.

2. **Consideration, discussion, and possible action on an ordinance canvassing the election returns and declaring the results of the General Election of the City of Manor held on Tuesday, November 5, 2024, for the City of Manor’s Mayor; Council Member Place No. 1; Council Member Place No. 3; and Council Member Place No. 5.**

The city staff recommended that the City Council approve Ordinance No. 766 Canvassing the Election Returns and Declaring the Results of the General Election of the City of Manor Held on Tuesday, November 5, 2024, for the City of Manor's Mayor; Council Member Place No. 1; Council Member Place No. 3; and Council Member Place No. 5.

Ordinance No. 766: An Ordinance of the City Council of The City of Manor, Texas, Canvassing the Election Returns and Declaring the Results of the General Election of the City of Manor Held on Tuesday, November 5, 2024, for the City of Manor's Mayor; Council Member Place No. 1; Council Member Place No. 3; and Council Member Place No. 5; And Declaring the Effective Date of this Ordinance.

MOTION: Upon a motion made by Council Member Deja Hill and seconded by Council Member Weir, to approve Ordinance No. 766 Canvassing the Election Returns and Declaring the Results of the General Election of the City of Manor Held on Tuesday, November 5, 2024, for the City of Manor's Mayor; Council Member Place No. 1; Council Member Place No. 3; and Council Member Place No. 5.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey congratulated all Council Members for their reappointments.

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 7:24 p.m. on Tuesday, November 19, 2024.

The Manor City Council approved these minutes on the 4th day of December 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

| | STATISTICS | | |
|----------|------------------------------|-------------------------|--------------------------|
| | Registered Voters - Total | Ballots Cast - Total | Voter Turnout - Total |
| 126 126A | 1,543 | 879 | 56.97% |
| 127 127C | 2,498 | 1,392 | 55.72% |
| 142 142C | 171 | 89 | 52.05% |
| 143 143D | 2,305 | 1,274 | 55.27% |
| 144 144A | 2,697 | 1,571 | 58.25% |
| 145 145E | 188 | 130 | 69.15% |
| 145 145F | 250 | 180 | 72% |
| Totals | 9,652 | 5,515 | |

| | City of Manor Mayor | | | | | | City of Manor Council Member, Place 1 | | | | |
|----------|-----------------------|-----------------|--------------------|---------------------|-----------|------------|---------------------------------------|-----------------------|---------------------|-----------|------------|
| | VOTE FOR 1 | | | | | | VOTE FOR 1 | | | | |
| | Christopher Harvey | Robert Battaile | Tricia Campbell | Total Votes Cast | Overvotes | Undervotes | Emily Hill | Stephen D. Rushing | Total Votes Cast | Overvotes | Undervotes |
| 126 126A | 366 | 86 | 264 | 716 | 0 | 163 | 438 | 193 | 631 | 0 | 248 |
| 127 127C | 585 | 134 | 470 | 1,189 | 0 | 203 | 718 | 341 | 1,059 | 0 | 333 |
| 142 142C | 33 | 10 | 25 | 68 | 0 | 21 | 46 | 16 | 62 | 0 | 27 |
| 143 143D | 522 | 135 | 399 | 1,056 | 0 | 218 | 654 | 294 | 948 | 0 | 326 |
| 144 144A | 654 | 160 | 491 | 1,305 | 0 | 266 | 813 | 392 | 1,205 | 0 | 366 |
| 145 145E | 40 | 15 | 46 | 101 | 0 | 29 | 68 | 23 | 91 | 0 | 39 |
| 145 145F | 73 | 17 | 51 | 141 | 0 | 39 | 85 | 44 | 129 | 0 | 51 |
| Totals | 2,273 | 557 | 1,746 | 4,576 | 0 | 939 | 2,822 | 1,303 | 4,125 | 0 | 1,390 |

| | City of Manor Council Member, Place 3 | | | | | | City of Manor Council Member, Place 5 | | | | |
|----------|---------------------------------------|-------------|------------------|------------------|-----------|------------|---------------------------------------|-------------------|------------------|-----------|------------|
| | VOTE FOR 1 | | | | | | VOTE FOR 1 | | | | |
| | John Strange | Todd Shaner | Maria D. Amezcua | Total Votes Cast | Overvotes | Undervotes | Aaron W. Moreno | Armando Samaniego | Total Votes Cast | Overvotes | Undervotes |
| 126 126A | 131 | 110 | 390 | 631 | 0 | 248 | 358 | 250 | 608 | 0 | 271 |
| 127 127C | 216 | 245 | 584 | 1,045 | 0 | 347 | 608 | 396 | 1,004 | 0 | 388 |
| 142 142C | 13 | 18 | 30 | 61 | 0 | 28 | 35 | 23 | 58 | 0 | 31 |
| 143 143D | 196 | 206 | 545 | 947 | 0 | 327 | 549 | 368 | 917 | 0 | 357 |
| 144 144A | 357 | 245 | 635 | 1,237 | 0 | 334 | 659 | 501 | 1,160 | 0 | 411 |
| 145 145E | 21 | 21 | 48 | 90 | 0 | 40 | 56 | 28 | 84 | 0 | 46 |
| 145 145F | 21 | 33 | 74 | 128 | 0 | 52 | 70 | 52 | 122 | 0 | 58 |
| Totals | 955 | 878 | 2,306 | 4,139 | 0 | 1,376 | 2,335 | 1,618 | 3,953 | 0 | 1,562 |

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| STATISTICS | | | | | | |
|---------------------------|-------|----------------|--------------|--------------|----------------|----------------|
| | TOTAL | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
| Registered Voters - Total | 5,435 | | | | | |
| Ballots Cast - Total | 3,270 | 65 | 2,383 | 818 | 3 | 1 |

City of Manor Mayor
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Christopher Harvey | 366 | 41.64% | 12 | 289 | 64 | 1 | 0 |
| Robert Battaile | 86 | 9.78% | 1 | 66 | 19 | 0 | 0 |
| Tricia Campbell | 264 | 30.03% | 8 | 190 | 64 | 1 | 1 |
| Total Votes Cast | 716 | 81.46% | 21 | 545 | 147 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 163 | 18.54% | 2 | 123 | 38 | 0 | 0 |

City of Manor Council Member, Place 1
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Emily Hill | 438 | 49.83% | 17 | 326 | 94 | 1 | 0 |
| Stephen D. Rushing | 193 | 21.96% | 3 | 152 | 36 | 1 | 1 |
| Total Votes Cast | 631 | 71.79% | 20 | 478 | 130 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 248 | 28.21% | 3 | 190 | 55 | 0 | 0 |

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City of Manor Council Member, Place 3
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| John Strange | 131 | 14.90% | 3 | 99 | 27 | 2 | 0 |
| Todd Shaner | 110 | 12.51% | 6 | 83 | 21 | 0 | 0 |
| Maria D. Amezcua | 390 | 44.37% | 11 | 295 | 83 | 0 | 1 |
| Total Votes Cast | 631 | 71.79% | 20 | 477 | 131 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 248 | 28.21% | 3 | 191 | 54 | 0 | 0 |

City of Manor Council Member, Place 5
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|-------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Aaron W. Moreno | 358 | 40.73% | 13 | 276 | 67 | 1 | 1 |
| Armando Samaniego | 250 | 28.44% | 7 | 182 | 60 | 1 | 0 |
| Total Votes Cast | 608 | 69.17% | 20 | 458 | 127 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 271 | 30.83% | 3 | 210 | 58 | 0 | 0 |

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| STATISTICS | | | | | | |
|---------------------------|-------|----------------|--------------|--------------|----------------|----------------|
| | TOTAL | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
| Registered Voters - Total | 4,452 | | | | | |
| Ballots Cast - Total | 2,418 | 48 | 1,795 | 573 | 2 | 0 |

City of Manor Mayor
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Christopher Harvey | 585 | 42.03% | 13 | 460 | 112 | 0 | 0 |
| Robert Battaile | 134 | 9.63% | 2 | 95 | 37 | 0 | 0 |
| Tricia Campbell | 470 | 33.76% | 13 | 355 | 101 | 1 | 0 |
| Total Votes Cast | 1,189 | 85.42% | 28 | 910 | 250 | 1 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 203 | 14.58% | 7 | 135 | 61 | 0 | 0 |

City of Manor Council Member, Place 1
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Emily Hill | 718 | 51.58% | 20 | 562 | 135 | 1 | 0 |
| Stephen D. Rushing | 341 | 24.50% | 8 | 244 | 89 | 0 | 0 |
| Total Votes Cast | 1,059 | 76.08% | 28 | 806 | 224 | 1 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 333 | 23.92% | 7 | 239 | 87 | 0 | 0 |

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City of Manor Council Member, Place 3
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| John Strange | 216 | 15.52% | 3 | 164 | 49 | 0 | 0 |
| Todd Shaner | 245 | 17.60% | 4 | 191 | 50 | 0 | 0 |
| Maria D. Amezcua | 584 | 41.95% | 19 | 443 | 121 | 1 | 0 |
| Total Votes Cast | 1,045 | 75.07% | 26 | 798 | 220 | 1 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 347 | 24.93% | 9 | 247 | 91 | 0 | 0 |

City of Manor Council Member, Place 5
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|-------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Aaron W. Moreno | 608 | 43.68% | 9 | 482 | 117 | 0 | 0 |
| Armando Samaniego | 396 | 28.45% | 15 | 290 | 90 | 1 | 0 |
| Total Votes Cast | 1,004 | 72.13% | 24 | 772 | 207 | 1 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 388 | 27.87% | 11 | 273 | 104 | 0 | 0 |

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| STATISTICS | | | | | | |
|---------------------------|-------|----------------|--------------|--------------|----------------|----------------|
| | TOTAL | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
| Registered Voters - Total | 4,233 | | | | | |
| Ballots Cast - Total | 2,734 | 87 | 2,142 | 503 | 2 | 0 |

City of Manor Mayor
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Christopher Harvey | 33 | 37.08% | 0 | 26 | 7 | 0 | 0 |
| Robert Battaile | 10 | 11.24% | 0 | 5 | 5 | 0 | 0 |
| Tricia Campbell | 25 | 28.09% | 0 | 16 | 9 | 0 | 0 |
| Total Votes Cast | 68 | 76.40% | 0 | 47 | 21 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 21 | 23.60% | 0 | 15 | 6 | 0 | 0 |

City of Manor Council Member, Place 1
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Emily Hill | 46 | 51.69% | 0 | 33 | 13 | 0 | 0 |
| Stephen D. Rushing | 16 | 17.98% | 0 | 11 | 5 | 0 | 0 |
| Total Votes Cast | 62 | 69.66% | 0 | 44 | 18 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 27 | 30.34% | 0 | 18 | 9 | 0 | 0 |

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City of Manor Council Member, Place 3
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| John Strange | 13 | 14.61% | 0 | 10 | 3 | 0 | 0 |
| Todd Shaner | 18 | 20.22% | 0 | 12 | 6 | 0 | 0 |
| Maria D. Amezcua | 30 | 33.71% | 0 | 22 | 8 | 0 | 0 |
| Total Votes Cast | 61 | 68.54% | 0 | 44 | 17 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 28 | 31.46% | 0 | 18 | 10 | 0 | 0 |

City of Manor Council Member, Place 5
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|-------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Aaron W. Moreno | 35 | 39.33% | 0 | 24 | 11 | 0 | 0 |
| Armando Samaniego | 23 | 25.84% | 0 | 17 | 6 | 0 | 0 |
| Total Votes Cast | 58 | 65.17% | 0 | 41 | 17 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 31 | 34.83% | 0 | 21 | 10 | 0 | 0 |

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| STATISTICS | | | | | | |
|---------------------------|-------|----------------|--------------|--------------|----------------|----------------|
| | TOTAL | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
| Registered Voters - Total | 4,876 | | | | | |
| Ballots Cast - Total | 2,755 | 35 | 2,013 | 702 | 4 | 1 |

City of Manor Mayor
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Christopher Harvey | 522 | 40.97% | 8 | 391 | 121 | 1 | 1 |
| Robert Battaile | 135 | 10.60% | 2 | 99 | 34 | 0 | 0 |
| Tricia Campbell | 399 | 31.32% | 4 | 285 | 109 | 1 | 0 |
| Total Votes Cast | 1,056 | 82.89% | 14 | 775 | 264 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 218 | 17.11% | 2 | 147 | 69 | 0 | 0 |

City of Manor Council Member, Place 1
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Emily Hill | 654 | 51.33% | 9 | 488 | 156 | 1 | 0 |
| Stephen D. Rushing | 294 | 23.08% | 4 | 203 | 85 | 1 | 1 |
| Total Votes Cast | 948 | 74.41% | 13 | 691 | 241 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 326 | 25.59% | 3 | 231 | 92 | 0 | 0 |

143

City of Manor Council Member, Place 3
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| John Strange | 196 | 15.38% | 3 | 153 | 40 | 0 | 0 |
| Todd Shaner | 206 | 16.17% | 1 | 147 | 56 | 1 | 1 |
| Maria D. Amezcua | 545 | 42.78% | 9 | 386 | 149 | 1 | 0 |
| Total Votes Cast | 947 | 74.33% | 13 | 686 | 245 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 327 | 25.67% | 3 | 236 | 88 | 0 | 0 |

City of Manor Council Member, Place 5
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|-------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Aaron W. Moreno | 549 | 43.09% | 7 | 402 | 138 | 1 | 1 |
| Armando Samaniego | 368 | 28.89% | 6 | 267 | 94 | 1 | 0 |
| Total Votes Cast | 917 | 71.98% | 13 | 669 | 232 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 357 | 28.02% | 3 | 253 | 101 | 0 | 0 |

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| STATISTICS | | | | | | |
|---------------------------|-------|----------------|--------------|--------------|----------------|----------------|
| | TOTAL | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
| Registered Voters - Total | 2,795 | | | | | |
| Ballots Cast - Total | 1,615 | 21 | 1,204 | 387 | 2 | 1 |

City of Manor Mayor
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Christopher Harvey | 654 | 41.63% | 15 | 502 | 136 | 1 | 0 |
| Robert Battaile | 160 | 10.18% | 0 | 113 | 47 | 0 | 0 |
| Tricia Campbell | 491 | 31.25% | 2 | 375 | 112 | 1 | 1 |
| Total Votes Cast | 1,305 | 83.07% | 17 | 990 | 295 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 266 | 16.93% | 2 | 190 | 74 | 0 | 0 |

City of Manor Council Member, Place 1
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Emily Hill | 813 | 51.75% | 14 | 625 | 172 | 2 | 0 |
| Stephen D. Rushing | 392 | 24.95% | 2 | 289 | 100 | 0 | 1 |
| Total Votes Cast | 1,205 | 76.70% | 16 | 914 | 272 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 366 | 23.30% | 3 | 266 | 97 | 0 | 0 |

144

City of Manor Council Member, Place 3
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| John Strange | 357 | 22.72% | 7 | 273 | 77 | 0 | 0 |
| Todd Shaner | 245 | 15.60% | 3 | 187 | 55 | 0 | 0 |
| Maria D. Amezcua | 635 | 40.42% | 7 | 483 | 142 | 2 | 1 |
| Total Votes Cast | 1,237 | 78.74% | 17 | 943 | 274 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 334 | 21.26% | 2 | 237 | 95 | 0 | 0 |

City of Manor Council Member, Place 5
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|-------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Aaron W. Moreno | 659 | 41.95% | 12 | 493 | 153 | 0 | 1 |
| Armando Samaniego | 501 | 31.89% | 5 | 382 | 112 | 2 | 0 |
| Total Votes Cast | 1,160 | 73.84% | 17 | 875 | 265 | 2 | 1 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 411 | 26.16% | 2 | 305 | 104 | 0 | 0 |

145

| STATISTICS | | | | | | |
|---------------------------|-------|----------------|--------------|--------------|----------------|----------------|
| | TOTAL | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
| Registered Voters - Total | 2,905 | | | | | |
| Ballots Cast - Total | 1,785 | 29 | 1,179 | 573 | 2 | 2 |

City of Manor Mayor
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Christopher Harvey | 113 | 36.45% | 2 | 88 | 23 | 0 | 0 |
| Robert Battaile | 32 | 10.32% | 0 | 28 | 4 | 0 | 0 |
| Tricia Campbell | 97 | 31.29% | 3 | 65 | 28 | 1 | 0 |
| Total Votes Cast | 242 | 78.06% | 5 | 181 | 55 | 1 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 68 | 21.94% | 1 | 46 | 20 | 0 | 1 |

City of Manor Council Member, Place 1
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|--------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Emily Hill | 153 | 49.35% | 4 | 111 | 38 | 0 | 0 |
| Stephen D. Rushing | 67 | 21.61% | 1 | 55 | 11 | 0 | 0 |
| Total Votes Cast | 220 | 70.97% | 5 | 166 | 49 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 90 | 29.03% | 1 | 61 | 26 | 1 | 1 |

145

City of Manor Council Member, Place 3
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| John Strange | 42 | 13.55% | 1 | 29 | 12 | 0 | 0 |
| Todd Shaner | 54 | 17.42% | 1 | 42 | 11 | 0 | 0 |
| Maria D. Amezcua | 122 | 39.35% | 2 | 93 | 27 | 0 | 0 |
| Total Votes Cast | 218 | 70.32% | 4 | 164 | 50 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 92 | 29.68% | 2 | 63 | 25 | 1 | 1 |

City of Manor Council Member, Place 5
Vote For 1

| | TOTAL | VOTE % | Ballot by Mail | Early Voting | Election Day | EV Provisional | ED Provisional |
|-------------------|-------|--------|----------------|--------------|--------------|----------------|----------------|
| Aaron W. Moreno | 126 | 40.65% | 3 | 93 | 30 | 0 | 0 |
| Armando Samaniego | 80 | 25.81% | 1 | 61 | 18 | 0 | 0 |
| Total Votes Cast | 206 | 66.45% | 4 | 154 | 48 | 0 | 0 |
| Overvotes | 0 | 0.00% | 0 | 0 | 0 | 0 | 0 |
| Undervotes | 104 | 33.55% | 2 | 73 | 27 | 1 | 1 |



**CITY COUNCIL
WORKSHOP SESSION MINUTES
NOVEMBER 20, 2024**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1
Anne Weir, Place 2 (Arrived at 6:42 p.m.)
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

CITY STAFF:

Scott Moore, City Manager
Brittany Lopez, Assistant City Secretary
Scott Jones, Economic Development Director

WORKSHOP SESSION – 6:00 P.M.

With a quorum of the Council Members present, the workshop session of the Manor City Council was called to order by Mayor Harvey at 6:11 p.m. on Wednesday, November 20, 2024, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

A. Discussion on Manor Downtown Master Plan.

Ryan Blair with TBG Partners presented the attached PowerPoint presentation.

The topics of discussion were the following:

- Executive Summary
- Process
- Visioning
- Demographics

**City Council Workshop Minutes
November 20, 2024**

- Psychographics
- Retail
- Office
- Housing
- Program Justification
- Existing Conditions
- Regulatory Audit
- Recommendations
- Redevelopment Program
- Implementation

There was no action taken.

ADJOURNMENT

The Manor City Council Workshop Session Adjourned at 6:54 p.m. on Wednesday, November 20, 2024.

The Manor City Council approved these minutes on the 4th day of December 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



People. Principles.
Purpose. Partnerships.

MANOR DOWNTOWN MASTER PLAN

NOVEMBER 2024



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ACKNOWLEDGMENTS

Mayor and City Council

Dr. Christopher Harvey, Mayor
Emily Hill, Mayor Pro Tem, Council Member, Place 1
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

Planning and Zoning Commission

Julie Leonard, Place No. 1, Commissioner
Prince Chavis, Place No. 2, Vice-Chair
Gabrielle Orion, Place No. 3, Commissioner
Felix Paiz, Place No. 4, Chairperson
Jeff Stensland, Place No. 5, Commissioner
Cecil Meyer, Place No. 6 (ETJ Resident), Commissioner
James M. Terry, Jr., Place No. 7 (ETJ Resident), Commissioner
Gabriel Nila, Alternate No. 1, Alternate Commissioner

Staff

Scott Moore, City Manager
Scott Dunlop, Planning Director
Scott Jones, Economic Development Director
Lluvia T. Almaraz, City Secretary
Melissa Sanchez, Administrative Assistant, Streets and Parks
Lance Zeplin, Streets/Parks Superintendent
Matthew Woodard, Public Works Director
Yalondra Valderrama Santana, Heritage & Tourism Manager

Consultant Team

Jason Claunch, Catalyst Commercial, President
Chris Branham, Catalyst Commercial, Senior Consultant
Ryan Blair, TBG, Consultant
Rob Parsons, TBG, Senior Associate
Erin Welch, BGE, Project Manager
Marissa Wyrick BGE, Project Manager
Gregory Miller, Bickerstaff Heath Delgado Acosta LLP, Partner



Introduction

In 2024, Catalyst was retained to create a comprehensive approach for Downtown Manor by combining community vision with policies, regulations, and investments that can assist with implementation through a market-based and context-sensitive approach. This Master Plan represents the vision for the historic Downtown of Manor. This plan builds upon the 2023 Comprehensive Plan and provides a validated vision and guidance on steps for implementation for Downtown Manor. The Master Plan is comprised of several key elements: Preservation, connectivity, infrastructure, natural areas, parks, open space; and economic development. These plan elements are detailed within this Downtown Master Plan. This Plan provides a framework to realize Manor's vision, which encompasses goals and objectives developed during the master planning process.

Building Upon an Authentic Downtown

Downtown Manor is rich in history and is surrounded by a community experiencing exponential growth. Manor is within Austin's Metropolitan Statistical Area (MSA) and the Austin MSA's growth outpaced the State of Texas, growing 37% from 2000 to 2010 and 46% from 2010 to 2023. The Austin MSA is expected to continue this growth with an additional 10% total growth from a population of 2.5M in 2023 to 2.7M in 2028. As a result, Manor has also experienced rapid population growth, growing from 1,858 in 2000 to 18,373 in 2023.

Manor was named for James B. Manor who settled on Gilleland Creek, just west of Downtown. Manor was founded as a significant agricultural hub exporting cotton, cottonseed, and grain to the region. Today, Manor still functions as a significant hub and is positioned to serve as hub for various regional trail connections and as a potential gateway for commuter passengers with the planned CapMetro station.

Today, Downtown Manor consists of predominantly residential uses with commercial and civic uses concentrated along Parsons Street and Lexington Avenue. The commercial and housing stock encompasses a wide range of styles and quality. Some new, incremental development and redevelopment has occurred in pockets of Downtown Manor, but there are a number of vacant lots and structures in disrepair.

This Master Plan builds off of Manor's historic character while exploring a context-sensitive approach to creating a contemporary Downtown that can accommodate Manor's current needs, address significant infrastructure challenges, and promote needed public and private investment.

This Master Plan, organized by the Character Areas, guides the implementation recommendations and policies to realize the market potential within a community vision. One-on-one discussions and meetings with the City Council, Planning & Zoning Commission, City staff, and a range of community stakeholders to establish the priorities for the Master Plan. From these discussions, three key opportunities emerged for the Master Plan:

- A connected, pedestrian-friendly street network is necessary to provide access and mobility throughout Downtown. Thus, this Master Plan establishes a comprehensive connectivity framework including pedestrian-focused linkages to new public spaces and expanded locations for parking that supports Downtown as a destination of connected places.
- Many of the buildings on Parsons and Lexington have historic architecture; but several properties are candidates for redevelopment—thus, this Master Plan provides guidance on the scale of redevelopment and its relationship to improved public spaces within Downtown.
- As discovered through the market analysis, Downtown has the potential to be a premier historic center offering regionally significant business, entertainment and diverse living options—the proposed redevelopment program establishes distinct areas for a unique and sustainable Downtown. At the same time, this plan provides recommendations for streets, trails, public spaces, parking, and drainage improvements.

This process resulted in several key implementation strategies:

- Building-scale catalytic plans within the Character Area framework were created, including a proposed Civic Core that can serve as the transition area between the historic Downtown and adjacent neighborhoods;
- Improvement of streets and the creation of gateways within a design hierarchy to accommodate future development, maintain neighborhood integrity, and establish a sense of place;

- A strategy for combining the historic Downtown with the greater Manor brand.

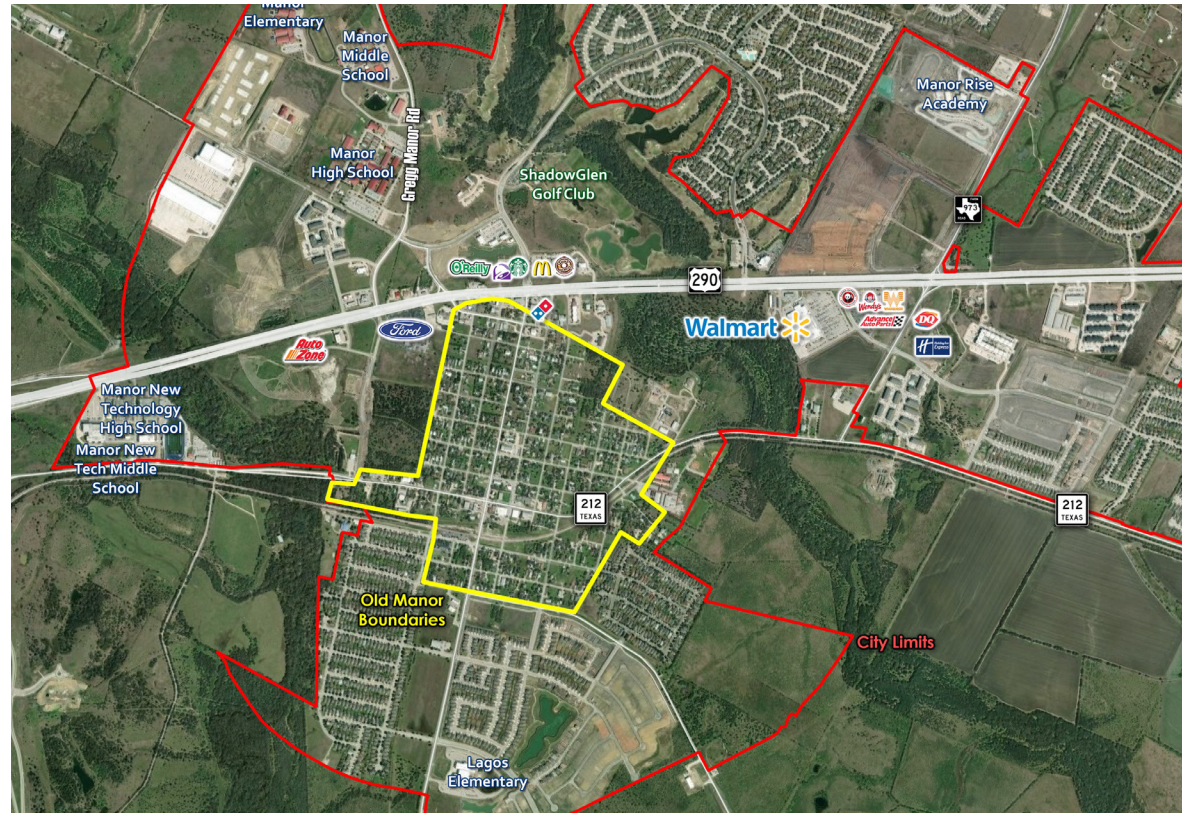
Advancing an Authentic Place

Downtown plans often advance vision, design, and policy direction for regulation. This Downtown Plan provides additional guidance for strategic public investment to encourage private investment. The following summarizes both the traditional elements and the business-focused elements to maximize economic development and create a virtuous cycle of reinvestment.

Development Opportunities

The market analysis establishes substantial demand for a range of commercial, retail, entertainment, and a variety of housing to make a complete Downtown. Manor has a strong income base with median household incomes higher than the State of Texas and similar to the Austin region. Manor's median household income is expected to grow 12% over the next five years from \$85,408 to \$95,689 and the average household income is expected to grow 16% from \$99,885 to \$115,605.

The Austin market has failed to keep up with demand for new retail space, keeping vacancy low (currently 2.8% in the Austin MSA) and contributing to rent growth. Increased consumer spending has kept demand for retail goods and services high, but increased development costs make it difficult to deliver space at competitive rents. A lack of available space has kept leasing activity constrained, however current market findings show that Downtown Manor could capture approximately 27,732 square feet of retail annually.



Texas continues to attract and grow corporate jobs with available talent from its strong population growth and a business-friendly economy. It is estimated that Downtown Manor can capture and absorb 4,860 square feet of office space annually, mostly in small office format or second floor spaces.

Population growth will increase the need for housing. Based upon the market analysis, it is estimated that Downtown Manor could capture and absorb 953 owner-occupied units annually (811 units of these being traditional detached single-family housing) and 582 renter-occupied units annually (447 units of these being traditional multifamily housing).

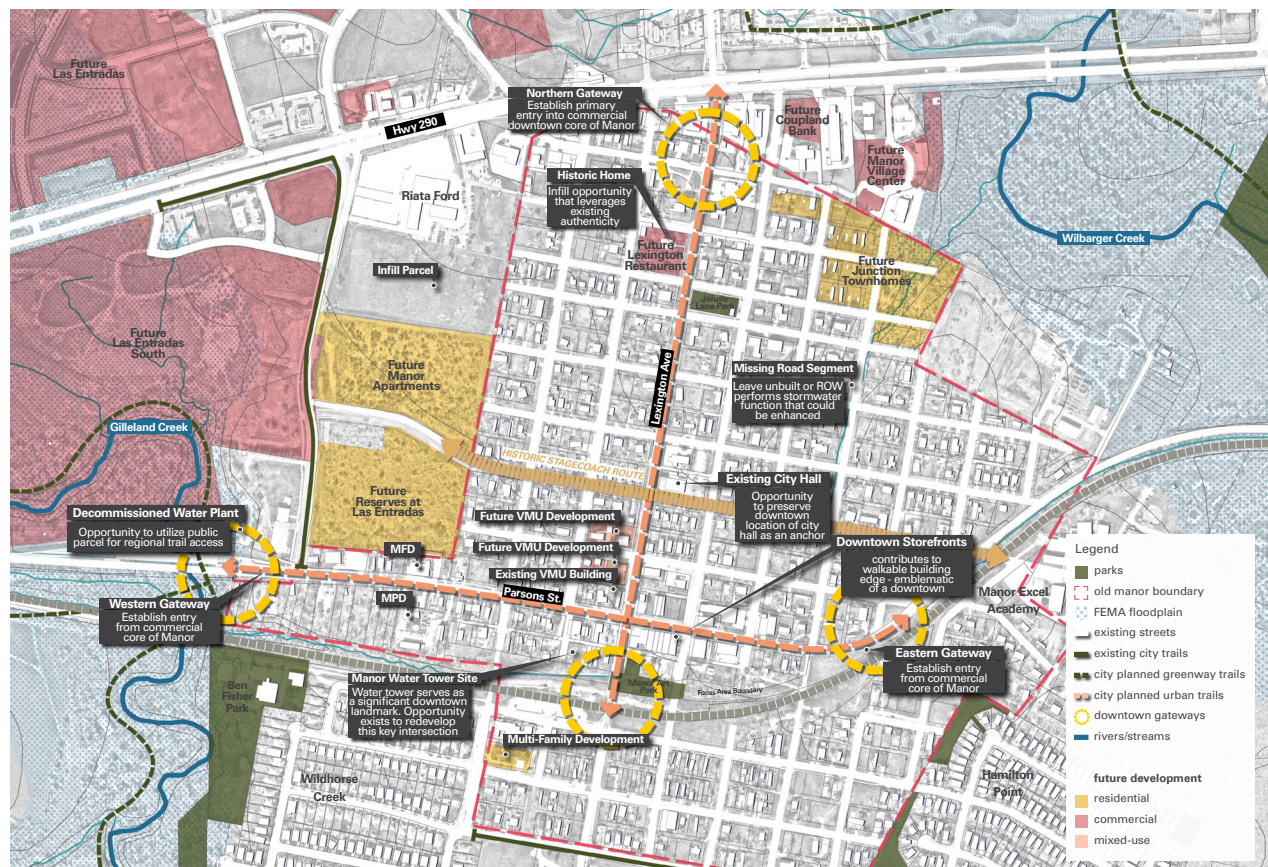
As evidenced, Manor has substantial capacity for new commercial and retail. A significant share of this spending power can be captured in Downtown. The Master Plan and its Character Area framework provides a design and programmatic context to capture that local and regional spending power. A compelling opportunity to address this leaking spending power is establishing a mixed-use Civic District between the historic core at Lexington and Parsons, which would take advantage of public investment as a catalyst to attract greater private investment.

Implementation

Several core policy, infrastructure and design elements must be considered for near-term implementation for the vision of the Master Plan Update to be realized in a substantial way.

Connectivity and Open Space

Unlike suburban development, successful downtown redevelopment requires the strategic combination of multimodal transportation options with parking that serves a district rather than single uses. Also necessary is a variety of public spaces linked by the street/pedestrian network so that they provide a safe and inviting environment for people to walk and bike. This walkable context is critical to encourage a pedestrian environment context in Downtown. This updated Master Plan establishes a connected system of streets, public spaces (plazas, parks and open spaces), and parking at Lexington



and Parsons Street, to create a complete street, acting as the east-west and north/south spines. The area has several existing parks and open spaces nearby, including Art Park and Jennie Lane Park, as well as the Gilleland Creek and Wilbarger Creek corridors. These spaces are accessible via the existing and planned network of local streets, sidewalks and trails. In addition, a new Town Plaza would function as a new east/west connector and serve as a second anchor in the Downtown's overall connectivity framework. This plaza also is intended to serve as a catalyst for new Downtown restaurants, spaces for community gatherings and events. Specific improvements are also proposed in this connectivity system to create continuity between mobility and walkability, including local connections to regional trails, and improved trailheads to enable greater functionality of Downtown Manor

as a “hub.” Finally, this plan proposes stronger trail connections that would also function as “signature gateways” and improve multimodal access within the Downtown and linkages to existing regional connections. This connected system transitions adjacent neighborhoods, regional destinations, public spaces, and parking through pedestrian-friendly, multimodal streets and trail connections, resulting in a distinct and connected Downtown.

The City Council, the Planning & Zoning Commission, and staff met on multiple occasions to discuss several critical elements of the Master Plan. The following objectives were proposed to achieve this vision:

- To achieve a Western Downtown Gateway, add secondary Downtown monumentation for the trail corridor entering Ben E. Fisher Park and along Parsons St after the Gilleland Creek bridge.
- To achieve a Northern Downtown Gateway, improve the gateway with landscape improvements and monumentation features to establish a sense of arrival and branding for Downtown from the north.
- To create an Eastern and Southern Downtown Gateway, construct wayfinding features along Parsons St and Lexington St. Construct trail-hub pocket parks where trail corridors intersect with the eastern and southern gateways.

Street Infrastructure and Drainage

The ability to reinvent portions of the existing street infrastructure, utilities, and drainage systems will require an alignment of substantial redevelopment and the community’s support for investment in that infrastructure. The Master Plan relates the infrastructure improvements with the redevelopment potential at the block level and pedestrian perspective. The Downtown Master Plan enables multiple ownership interests adjacent to one another to invest and redevelop under a common infrastructure plan that can be phased in over time. The Master Plan provides urban design details of an updated infrastructure strategy, including a turnback of Lexington to enable greater infrastructure modifications of Lexington to accommodate pedestrian-oriented improvements. The TxDOT controlled roads of Lexington and Parsons emerged as a major focus, as anticipated. The infrastructure goals include:

- Maintaining a pedestrian-focused character in Downtown by advancing the turnback and reconstructing Lexington St and Parsons St to enhance

walkability, mobility, and accommodate greater downtown-oriented design elements

- Update the Master Thoroughfare Plan to create better harmony between pedestrians and vehicles. Use the existing wide ROW to provide on-street parking for existing and future businesses
- Developing strategies to utilize some of the alleyways for pedestrian ways to create new connections and serve a greater pedestrian environment such as utilizing existing unpaved ROW in Downtown for trail corridors
- Addressing regional infrastructure to accommodate greater development scale and enable individual lots to participate toward the unified vision in this updated Master Plan

Catalytic Infill

Implementation of this plan should follow the guidelines below:

- Redevelopment of City Hall in Downtown into a new civic use maintains a civic presence that is important to maintain Downtown as a central place. To do so, this plan explored several alternatives to accommodate a new city hall, library, and public spaces.
- Take advantage of vacant and underutilized parcels within Downtown to activate the vision, including the catalyst area at Parsons & Lexington.
- Promote residential infill development with some increased density in the form of “missing middle” housing. Explore policies to allow live-work and first floor retail on units fronting primary corridors such as Lexington Street.

Additional Key Thrusts

Additional strategies for the success of Downtown include:

- Organization - Create a management structure to oversee Downtown efforts including cultivating partnerships, programming, coordinating prospects, and meet the needs of existing residents and business
- Marketing and branding - Promote Downtown to a wider audience beyond Manor, positioning it as a community hub and highlight unique elements
- Incentives - Develop a policy to coordinate public-private partnerships, capital investment, and incentives for key projects
- Regulations and standards - Implement codes and policy that maintain a vibrant, first class Downtown

An integrated approach

The vision, goals, and strategies outlined in this Plan represent the culmination of a process to understand opportunities and challenges facing Downtown Manor and how this area can contribute to Manor's core values and strategic objectives. The city staff created a link between the project team, ongoing work tasks, and community goals. The project team held numerous meetings and workshops to gather general input over a period of several months, including visioning meetings, design workshops, and stakeholder sessions aimed to identify future development scenarios to test against city-wide objectives and key design principles outlined during the process. Based on the feedback received, the project team created a final development framework and drafted the Master Plan document with additional oversight from City staff and local stakeholders. The drafts were then refined through a process of meetings with Planning & Zoning and City Council for adoption.



Mobilization & Visioning

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

Market Assessment

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

Catalyst Area Analysis

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

Activation Framework

Refine scenarios, conduct user testing, create preferred plan, and provide recommendations to activate the project.

Implementation

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

Developing and Testing the Vision

Listening well, educating the public, and collaboration are all strategies to create long-term advocates for the planning areas. The Downtown Plan included an internal kickoff, design meetings to synthesize ideas, and continuous engagement to inform the planning process. The planning process included a number of workshops, stakeholder and City Council and Planning & Zoning meetings, community, and developer testing and each included an interactive series of design workshops to solicit feedback and direction.

The Planning Team met with city staff over the course of the project to discuss and review land use, placemaking, transportation, and market components of the plan prior to public distribution.

Vision

As part of the planning process, a vision statement was created. The vision for Downtown is that “Downtown Manor is the heart of the city and holds the historic assets that Manor was founded on - a safe and vibrant hub for history, culture, activity, and recreation. Downtown is a nexus of activity. A highly-desirable place to live, visit, and shop due to a diverse and inclusive collection of businesses, housing, and connections. “



To achieve the vision, the following Core Values were defined:

- Welcoming and Safe
- Authentic and Historic
- Vibrant and Active
- Diverse and Mixed-Uses
- Sustainable and Resilient
- Connected Hub



As part of the visioning process, Catalyst conducted a visioning exercise that explored core values, priorities, challenges, big moves, and economic priorities with staff and City Council.

The workshop results described Downtown as:

- Underutilized
- A place for small businesses
- Family-oriented
- City center
- Active
- Diverse
- Needs a relaunch

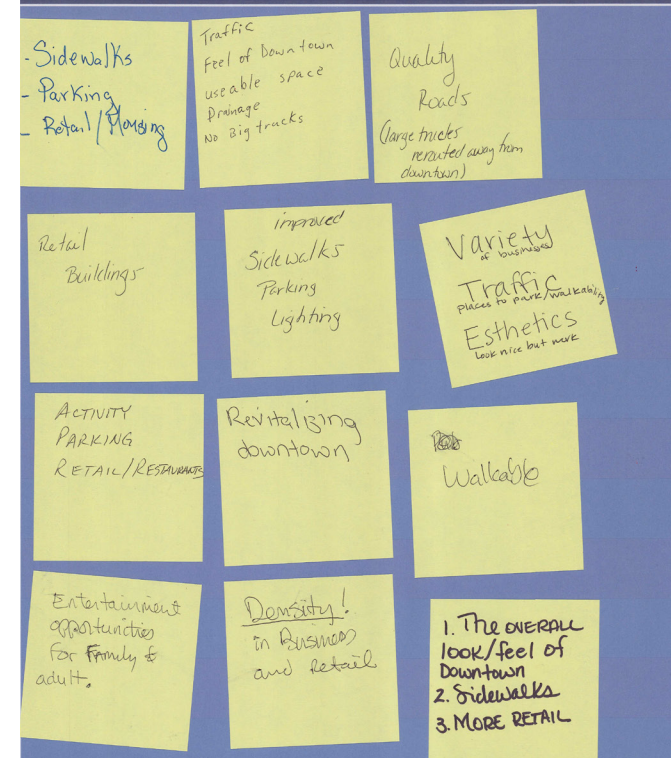
The top priorities for Downtown include:

- Sidewalks
- Parking
- Retail shopping
- Traffic management
- Aesthetics
- More activity
- More entertainment options
- Increased density of commercial
- Better roads
- More housing options
- Storm water management
- More diversity of businesses

What is one word you would use to describe the Downtown?



What are the top 3 things that need to be changed in the next 5-10 years?



Some of the biggest challenges discussed included:

- Existing context and lack of vision
- Public private partnerships
- No process to protect historical structures
- Lack of parking
- Lack of pride and ownership

The top moves to improve Downtown include:

- Increasing walkability
- Improving mobility and traffic management
- A central plaza or town square
- Increase attractive businesses that can generate revenues
- Create funding mechanisms to attract public and private investments
- Create a family-friendly Downtown

The top economic priorities include:

- Infill development
- Revitalization
- Create vibrancy
- Create a vision
- Create design standards
- Create a policy for incentives
- Create funding mechanisms
- Landbank strategic properties
- Maintain existing businesses and increase new businesses
- Protect the character of Downtown by improving existing historical structures

1. TOPIC #1
What challenges does Downtown face that could impede or impact economic opportunity?

- Inability to see downtown in a different light. Old perspectives
- Opportunities (P3)
- Downtown is not defined
 - (C) No historical designation
 - (C) No parking
 - (C) Lack of space (comp plan)
 - (C) Residents/visitors have no ownership of the area
 - (C) Not an official Downtown

2. TOPIC #2
What big moves do you think would help improve economic development in Downtown?

- Walkability clear traffic flow family friendly revenue producing
- We need a Town Square
- Bring in business that families can enjoy - but also generate revenue
- Funding on projects
- 2 OUTCOMES

3. TOPIC #3
What do you feel are the top 3 economic priorities for Downtown (i.e. fostering small business, attracting more retail, redevelopment of existing structures)?

- Infill development
- Revitalization of downtown
- Vibrant Place that people can visualize happening
- #1 - Uniform Design Standards
- Incentive Policy
- Pathway towards funding and land accrual
- Getting new businesses to Manor & keep our current local business with us so we grow
- Create a flow design downtown that both be driven & walked
- Preserve our old structures



Lack of sidewalks. Lack of building maintenance. Overhead utilities.



Lack of sidewalks. Lack of building maintenance.



Truck traffic. Lack of parking. Vacant lots. Unsafe pedestrian crossing.



Overhead electric. Limited park maintenance. Vacant structures.

Catalyst participated in Manorpalooza with approximately 4,100 attendees to solicit input on the Downtown Master Plan. The following is a summary of issues identified through this input.

Biggest issues affecting Downtown are:

- Condition of the buildings
- Truck traffic
- Aesthetics
- Empty buildings
- Road design
- Lack of shopping and tourist attractions
- Conditions of paths and sidewalks.
- Lack of quality retail, restaurants, and entertainment
- Lack of historical character
- Available spaces for businesses

The missing items in Downtown include:

- Walkable sidewalks
- New streetscapes and landscaping
- Quality housing
- Mixed-use developments that give people reason to actually visit
- More businesses - family friendly and “third space” type. Brewery, coffee shop, cafes.
- Community center, dog park, splash pad, coffee shop
- More amenities and local businesses to attract people to go there.
- A nice green space or park would do a lot
- More shopping facilities, variety of restaurants
- Updated utilities, smart-city features, cultural center/ art installs
- Modernization
- Lack of experiential retail



Population

The State of Texas has experienced consistent population growth for the last two and a half decades, crossing the 20 million resident mark around 2000 and 30 million in 2022. Texas is home to many of the fastest growing counties in the nation as home to six of the top ten fastest growing counties by percent and eight of the top ten fastest growing counties by total numeric change. As a whole, an attractive business environment and relatively lower cost of living than many coastal states make it an ideal location for corporate (re)location.

The Austin Metropolitan Statistical Area (MSA) grew at an even quicker pace than the State, growing 37% from 2000 to 2010 and 46% from 2010 to 2023. In 2024, the Austin MSA's 12-year streak as the fastest growing MSA was broken, outpaced by Jacksonville, Florida. The Austin MSA still held the second spot and continues to grow at a rapid pace. The Austin MSA is expected to continue this growth with an additional 10% total growth from a population of 2.5M in 2023 to 2.7M in 2028.

The City of Manor has experienced rapid population growth since 2000. The population in year 2000 was 1,858 and grew 2.75 times to 5,123 by 2010. Manor continued this rapid trajectory reaching 21,327 by July of 2024 by city estimates and is expected to continue to grow to 24,479 by 2028. Much of this rapid growth

| | Manor | Austin MSA | Texas |
|------------------|--------|------------|------------|
| 2000 Population | 1,858 | 1,249,739 | 20,851,820 |
| 2000-10 Growth | 176% | 37% | 21% |
| 2010 Population | 5,123 | 1,716,289 | 25,145,561 |
| 2010-20 Growth | 166% | 33% | 16% |
| 2020 Population | 13,652 | 2,283,371 | 29,145,505 |
| 2020-23 Growth | 35% | 9% | 5% |
| 2023 Population* | 21,327 | 2,499,236 | 30,506,523 |
| 2023-28 Growth | 33% | 10% | 5% |
| 2028 Population | 24,479 | 2,739,628 | 32,021,944 |

Source: Esri, City of Manor
*April 2024 population estimates for Manor were provided by the City

is due to population growth in the Austin-Round Rock-Georgetown MSA moving outwards towards cities like Manor where land was available for new housing growth. Areas of Manor's ETJ are expected to grow up to 2.8 times their current population over the next five years.

Income

Income is an additional factor in attracting new development or reinvestment in the Downtown. Income is an element of calculating the purchasing power of a region and its ability to support new development. Manor has a strong income base with median household incomes higher than the State of Texas and in line with Austin MSA incomes. Manor's median household income is expected to grow 12% over the next five years to \$95,689, and the average household income is expected to grow 16% to \$115,605. Some areas of Manor's ETJ are expected to grow median household incomes 20-30% over the next five years.

| | Manor | Austin MSA | Texas |
|-------------------|----------|------------|-----------|
| Median HH Income | \$85,408 | \$89,695 | \$69,529 |
| Average HH Income | \$99,885 | \$126,053 | \$102,636 |
| Per Capita Income | \$30,989 | \$48,981 | \$37,264 |
| Disposable Income | \$71,380 | \$75,857 | \$58,527 |

Source: Esri

Education

The Manor population is similarly educated compared to the State of Texas and less educated than the Austin Metropolitan Statistical Area (MSA). A well-educated population generally translates to higher income earners and discretionary spending. With changes in education level also come cultural changes and changes to the choices and preferences in retail merchandising.

| | Manor | Austin MSA | Texas |
|------------------------------|-------|------------|-------|
| High School Graduate | 81.6% | 92.4% | 86.8% |
| Bachelor's Degree | 30.1% | 50.7% | 34.9% |
| Graduate/Professional Degree | 9.1% | 18.0% | 12.1% |

Source: Esri

Race and Ethnicity

The population in Manor has become increasingly diverse since 2010, with White and Black populations both decreasing in proportion of the population. Changes in the population might require diversification of offerings to better meet the needs and tastes of a more diverse or changing population.

| | Manor | Austin MSA | Texas |
|-------------------------------|-------|------------|-------|
| White | 31.5% | 55.8% | 49.0% |
| Black/African American | 21.1% | 7.2% | 12.5% |
| American Indian/Alaska Native | 1.5% | 1.0% | 1.0% |
| Asian | 3.5% | 7.5% | 5.8% |
| Pacific Islander | 0.1% | 0.1% | 0.1% |
| Other/Two or More | 42.3% | 28.5% | 31.7% |
| Hispanic (of any race) | 54.1% | 33.1% | 39.7% |

Source: Esri

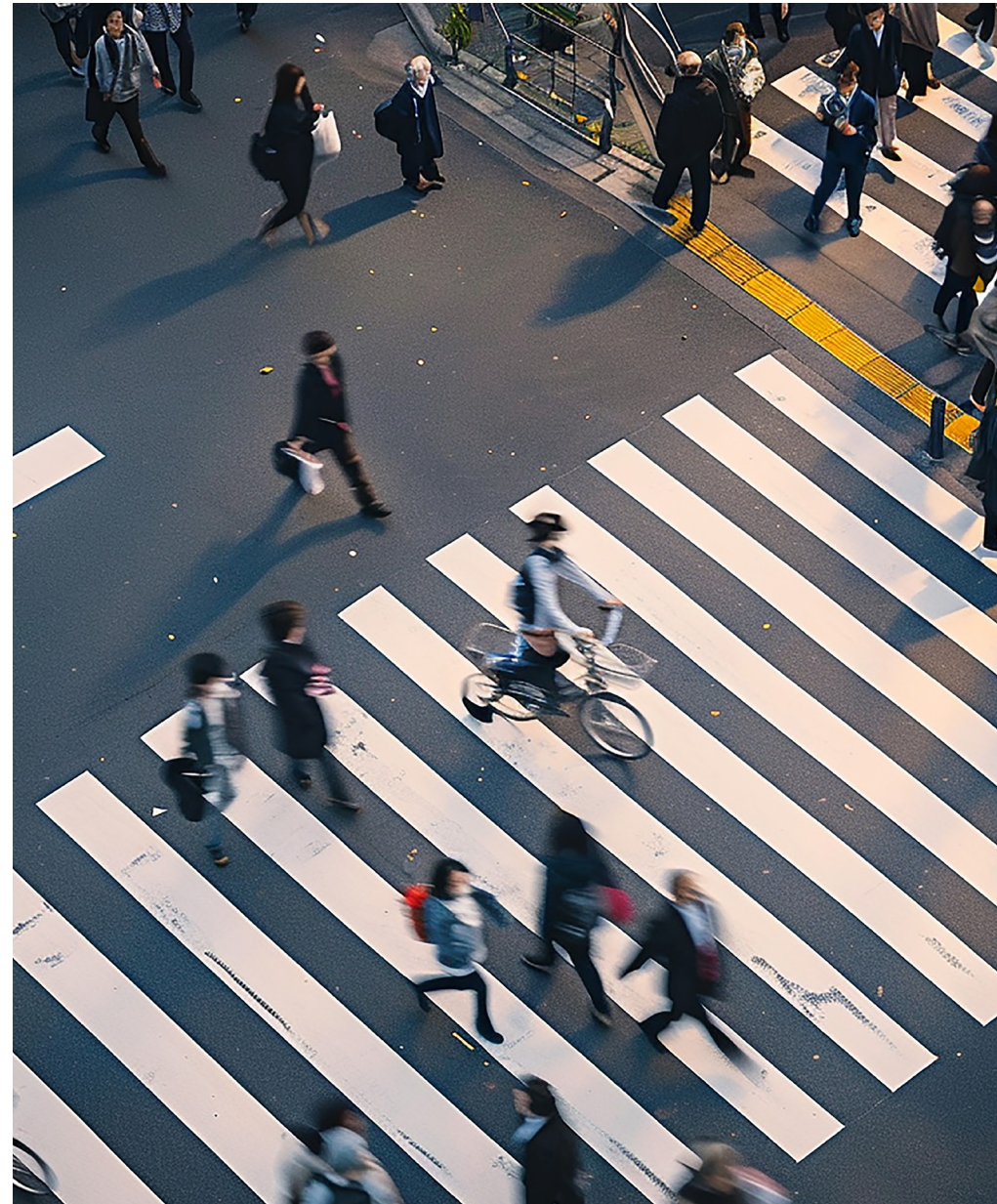
Psychographic Profile of Manor

Psychographics are developed through quantitative and qualitative methodology to further understand the nuances of consumers' psychological attributes. Psychographics study personality, values, opinions, attitudes, interests, and lifestyles in concert with traditional demographic factors. This includes a wide range of topics — from health, to politics, to technology adoption. Each consumer's unique attitudes influence his or her lifestyle choices. And their lifestyles impact their purchasing decisions on housing, clothing, food, entertainment, and more.

Psychographics are critical in understanding a population's attitudes and interests rather than being limited by "objective" demographics. Although demographics can tell us about a household's size and average income, psychographics can help to paint a picture of why that family may purchase a particular item or have preferences related to technology.

The segmentation profile is based on the Esri Tapestry lifestyle segmentation. A psychographic segment is assigned to each household, based on the dominant lifestyle segment. Once aggregated, a descriptive snapshot of the customer base can be derived. Tapestry classifies residential neighborhoods across the US into 67 unique segments based on demographic and socioeconomic characteristics. The most prevalent segments within the city limits are summarized as follows with detailed descriptions from Esri.

Note: The "Index" represents the ratio of the segment rate to the US rate multiplied by 100.



UP AND COMING FAMILIES

| | | | | |
|------------------------------------|-------------------------------------|----------------------------|---|---|
| US Households: 2,901,200 | 67.4% of Manor Households | Median Age: 31.4 | Average Household Size: 3.12 | Median Household Income: \$72,000 |
|------------------------------------|-------------------------------------|----------------------------|---|---|

Who are we?

Up and Coming Families is a market in transition—residents are younger and more mobile than the previous generation. They are ambitious, working hard to get ahead, and willing to take some risks to achieve their goals. The recession has impacted their financial well-being, but they are optimistic. Their homes are new; their families are young. And this is one of the fastest-growing markets in the country.

Our Neighborhood

- New suburban periphery: new families in new housing subdivisions.
- Building began in the housing boom of the 2000s and continues in this fast-growing market.
- Single-family homes with a median value of \$194,400 and a lower vacancy rate.
- The price of affordable housing: longer commute times (Index 217).

Socioeconomic Traits

- Education: 67% have some college education or degree(s).
- Hardworking labor force with a participation rate of 71% (Index 114).
- Most households (61%) have two or more workers.
- Careful shoppers, aware of prices, willing to shop around for the best deals and open to influence by others' opinions.
- Seek the latest and best in technology.
- Young families still feathering the nest and establishing their style.

Market Profile

- Rely on the internet for entertainment, information, shopping, and banking.
- Prefer imported SUVs or compact cars, late models.
- Carry debt from credit card balances to student loans and mortgages but also maintain retirement plans and make charitable contributions.
- Busy with work and family; use home and landscaping services to save time.
- Find leisure in family activities, movies at home, trips to theme parks or the zoo, and sports, from golfing and weight lifting to taking a jog or run.
- Live in single family housing with a median value of \$194,400.

URBAN EDGE FAMILIES

US Households:
1,824,900

30.0%
of Manor Households

Median Age:
32.5

Average
Household Size:
3.19

Median Household Income:
\$50,900

Who are we?

Located throughout the South and West, most Urban Edge Families residents own their own homes, primarily single-family housing—out of the city, where housing is more affordable. Median household income is slightly below average (Index 91). The majority of households include younger married-couple families with children and, frequently, grandparents. Many residents are foreign born. Spending is focused more on the members of the household than the home. Entertainment includes multiple televisions, movie rentals, and video games at home or visits to theme parks and zoos. This market is connected and adept at accessing what they want from the internet.

Our Neighborhood

- Urban Edge Families residents are family-centric. Most are married couples with children of all ages or single parents; multigenerational homes are common (Index 201).
- Average household size is higher at 3.19 (Index 123).
- Residents tend to live farther out from urban centers—more affordable single family homes and more elbow room.
- Tenure is slightly above average with 64% owner occupancy; primarily single family homes with more mortgages (Index 114) and slightly higher monthly costs (Index 115).
- Three quarters of all housing were built 1970 or later.
- Many neighborhoods are located in the urban periphery of the largest metropolitan areas across the South and West.
- Most households have one or two vehicles available and a longer commute to work.

Socioeconomic Traits

- Nearly 17% have earned a college degree, and 63% hold a high school diploma only or have spent some time at a college or university.
- Labor force participation is higher at 66%.
- Most Urban Edge Families residents derive income from wages or salaries.
- They tend to spend money carefully and focus more on necessities.
- They are captivated by new technology, particularly feature-rich smartphones.
- Connected: They use the internet primarily for socializing but also for convenience, like paying bills online.

Market Profile

- When dining out, these residents favor fast-food dining places such as Taco Bell or Little Caesar's, as well as family-friendly restaurants like Olive Garden, Denny's, or IHOP.
- Cell phones are preferred over landlines. Favorite channels include Animal Planet, MTV, Freeform, Bravo, and Nick Jr., as well as programming on Spanish TV.
- Residents listen to urban or Hispanic radio.
- During the summer, family outings to theme parks are especially popular.
- Live in single family housing with a median value of \$145,900.

GREEN ACRES

US Households:
3,923,400

2.3%
of Manor Households

Median Age:
43.9

Average
Household Size:
2.7

Median Household Income:
\$76,800

Who are we?

The Green Acres lifestyle features country living and self-reliance. Avid do-it-yourselfers, they maintain and remodel their homes with all the necessary power tools to accomplish the jobs. Gardening, especially growing vegetables, is a priority, again with the right tools, tillers, tractors, and riding mowers. Outdoor living features a variety of sports: hunting and fishing, motorcycling, hiking and camping, and even golf.

Our Neighborhood

- This large segment is concentrated in rural enclaves in metropolitan areas.
- Primarily (not exclusively) older homes with acreage; new housing growth in the past 15 years.
- Single-family, owner-occupied housing, with a median value of \$235,500.
- An older market, primarily married couples, most with no children.

Socioeconomic Traits

- Education: More than 60% are college educated.
- Labor force participation rate is high at 66.8% (Index 107).
- Income is derived not only from wages and salaries but also from selfemployment (more than 13% of households), investments (27% of households), and increasingly, from retirement.
- They are cautious consumers with a focus on quality and durability.
- Comfortable with technology, more as a tool than a trend: banking or paying bills online is convenient; but the internet is not viewed as entertainment.
- Economic outlook is professed as pessimistic, but consumers are comfortable with debt, primarily as home and auto loans, and investments.

Market Profile

- Purchasing choices reflect Green Acres residents' country life, including a variety of vehicles, from trucks and SUVs to ATVs and motorcycles, preferably late model.
- Homeowners favor DIY home improvement projects and gardening.
- Media of choice are provided by satellite service, radio, and television, also with an emphasis on country and home and garden.
- Green Acres residents pursue physical fitness vigorously, from working out on home exercise equipment to playing a variety of sports.
- Residents are active in their communities and a variety of social organizations, from charitable to veterans' clubs.
- Live in single family housing with a median value of \$235,500.

Retail Demand

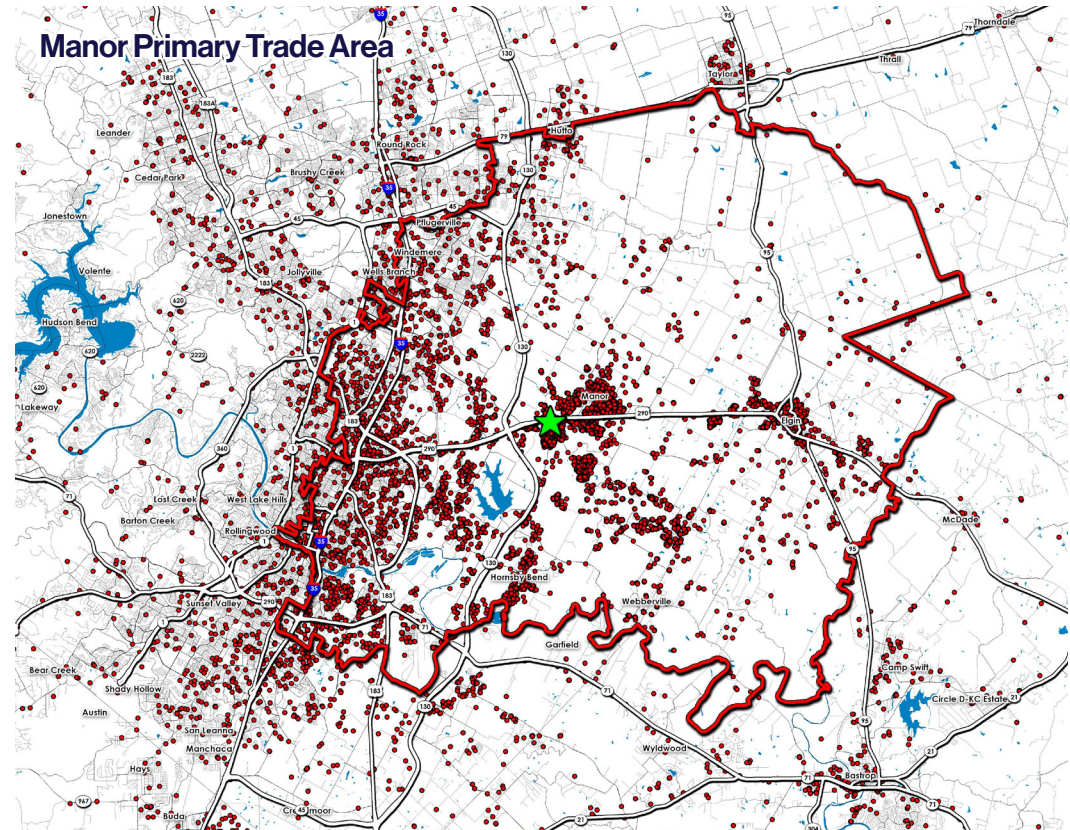
Retail markets across the United States have failed to keep up with the demand for new space, which keeps retail vacancies low and fuels rent growth. Retail space in Manor has a low vacancy rate of 1.3%, indicating there may be some amount of existing retail demand that is not being satisfied or absorbed in Manor due to a lack of available retail inventory. Retail rents in Manor have grown over 40% over the last ten years from \$20.00 PSF in 2014 to \$28.49 today. Increased consumer spending has kept demand for retail goods and services high nationally, but a lack of available space has kept leasing activity constrained in many markets, including Manor.

To understand the reach of Downtown Manor, an analysis was performed on customers visiting Downtown to understand where they are coming from. The closest 65% of these customer samples were used to delineate a Primary Trade Area (PTA) for Downtown. As seen in the map to the right, the Downtown Primary Trade Area has a large reach, much larger than traditional suburban retail, and reaches Downtown Austin in the west and past Elgin in the east. This PTA reaches a customer base of 671,817 residents that have a median household income of \$79,412 and an average household income of \$107,961.

Manor is expected to grow by over 33% in the next five years, and consumer spending is expected to grow with the population. Total growth of the consumer spend within Manor is expected to be \$76.2M. Total growth of the consumer spend within the Downtown Manor PTA is estimated to be \$1.9B over the next five years, which would require an additional 6.3M square feet of retail above what currently exists to satisfy that consumer demand.

It is estimated that Downtown Manor can capture an annual demand of 27,732 square feet over the next five years.

- 20,310 square feet are from population growth and an increase in consumer spending
- 7,422 square feet of demand is from turnover and aging of existing retail space



Retail Demand

| | |
|--------------------------------------|------------------|
| Retail demand from population growth | 20,310 SF |
| Retail demand from market turnover | 7,422 SF |
| Total | 27,732 SF |

Source: Catalyst Commercial, Esri, CoStar

Office Demand

Economic uncertainty and a changing workforce model over the last few years has changed the dynamics of the office market. Net absorption of office space across the United States has been negative since the beginning of 2020. Across the nation, companies are becoming ever more efficient with their office space and the average lease size has dropped 17% when compared to leasing activity in 2017-2019. Since 2020, many companies have delayed or canceled renewals and/or expansion. During this time there has been a flight of office users to quality, as companies attempt to provide additional amenities to retain and attract employees.

The Austin office market is currently made up of 135M square feet of office space, with a vacancy of 17.0% and market asking rents of \$43.75 per square foot.

Texas has long seen net positive job growth and been a top importer of jobs from across the nation for over a decade. Recently released data from the Federal Reserve Bank of Dallas shows that over the period from 2010 to 2019, only Florida outranked Texas for net gains of businesses and Texas was number one in net gains of jobs over the same period.

A number of factors make Texas ideal for businesses looking to relocate in search of environments more conducive to their organizations' goals:

- Educated population and access to talent
- Population growth
- Economic growth
- Business-friendly regulations
- Business-targeted incentive programs
- Lower cost of living than coastal metros
- Central location for logistics and travel
- Lower taxes

To understand the capacity of the office market, an analysis was performed to understand Downtown Manor's ability to capture future office demand within the region. Factors analyzed included:

- Current office inventory
- Population growth
- Economic growth
- Office vacancy

Due to parcels in Downtown Manor generally being smaller, it isn't a fit for a large corporate (re)location but rather a better fit for small office, live-work units, or executive suites.

It is estimated that Downtown Manor could capture and absorb approximately 4,860 square feet of new office space annually. A large majority of this demand comes from small-format office as a function of population and economic growth of the region. It is estimated that 2% of retail space becomes obsolete annually (a conservatively assumed 50-year lifecycle for new space) and Downtown Manor could capture 2% of the new demand created by turnover, resulting in an additional annual demand of 551 square feet.

Annual Office Demand

| | |
|------------------------------------|-----------------|
| Office demand from market growth | 4,309 SF |
| Office demand from market turnover | 551 SF |
| Total | 4,860 SF |

Source: Catalyst Commercial, Esri, CoStar

Housing Demand

To understand the capacity of the owner- and renter-occupied residential market, a regional analysis was performed to understand the following factors within Manor and the surrounding region:

- Historical population growth
- Projected population growth
- Historical building permits
- Projected deliveries of multifamily units
- Projected demographic changes

From the understanding of the region underwritten by this analysis, projected owner- and renter-occupied demand was calculated to determine the number of units the market could absorb without becoming oversupplied. From this regional demand, a capture rate was applied to estimate the amount of the regional demand that Downtown Manor could capture and absorb.

It is estimated that Downtown Manor could capture 811 units annually of traditional single family detached as well as an additional 142 units annually of owner-occupied housing in other formats such as townhomes or condos.

It is estimated that Downtown Manor could capture 447 units annually of traditional multifamily as well as an additional 135 units of renter-occupied housing in other formats such as duplex, triplex, fourplex, or single-family build-to-rent.

These demand numbers do not represent what Manor must absorb but the demand that could be absorbed by Manor without oversupplying the market if all product types and price points were targeted. Other factors such as spacing, adjacency, and land availability will also play into which types of housing can be built in Downtown Manor.

Owner-Occupied Housing Demand

| | |
|---|-----------|
| Single-Family Detached Demand | 811 units |
| Homes < \$200k | 96 units |
| Homes \$200k - \$250k | 106 units |
| Homes \$250k - \$350k | 272 units |
| Homes \$350k - \$450k | 208 units |
| Homes \$450k+ | 129 units |
| Alternative Owner-Occupied Product Demand | 142 units |
| Homes < \$200k | 21 units |
| Homes \$200k - \$250k | 19 units |
| Homes \$250k - \$350k | 46 units |
| Homes \$350k - \$450k | 34 units |
| Homes \$450k+ | 21 units |

Total Annual Owner-Occupied Demand 953 units

Renter-Occupied Housing Demand

| | |
|--|-----------|
| Multifamily Demand | 447 units |
| Rental Rate <\$1,000 | 63 units |
| Rental Rate \$1,000 - \$1,500 | 40 units |
| Rental Rate \$1,500 - \$2,000 | 79 units |
| Rental Rate \$2,000+ | 265 units |
| Alternative Renter-Occupied Product Demand | 135 units |
| Rental Rate <\$1,000 | 18 units |
| Rental Rate \$1,000 - \$1,500 | 11 units |
| Rental Rate \$1,500 - \$2,000 | 24 units |
| Rental Rate \$2,000+ | 82 units |

Total Annual Renter-Occupied Demand 582 units

Source: Catalyst Commercial, US Census Bureau, Esri

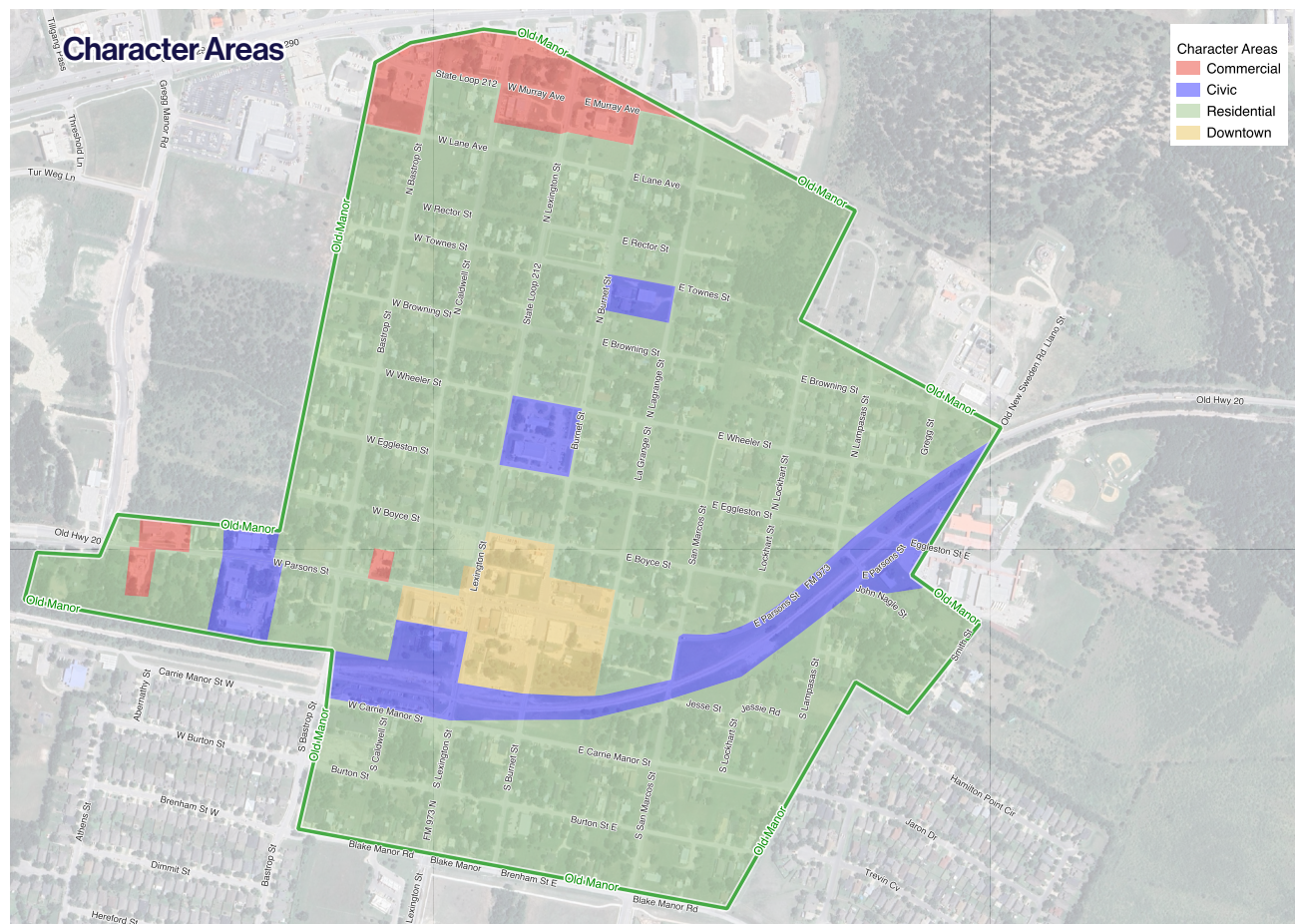
Program Justification

The table below is a summary of the market demand discussed in the document. This demand is shown in annual, 5-year, 10-year, and 20-year increments.

| Program Justification | | | | | | |
|-----------------------|---|---|---------------|---------------|----------------|----------------|
| | Annual Demand | Targeted Uses and Justification | Annual Demand | 5 Year Demand | 10 Year Demand | 20 Year Demand |
| Retail | 27,732 SF | <ul style="list-style-type: none"> • Infill • Destination restaurants and retail: void in the market for destination uses, target local or regional restaurants • Entertainment (also includes “eatertainment”) | 27,732 SF | 138,660 SF | 277,320 SF | 554,640 SF |
| Office | 4,860 SF | <ul style="list-style-type: none"> • Small office • Executive suites • Live-work space • Favorable local and state climate for corporate expansion and relocation • “Flight-to-quality” office space | 4,860 SF | 24,300 SF | 48,600 SF | 97,200 SF |
| Residential | <ul style="list-style-type: none"> • Owner-Occupied: 953 units • Renter-Occupied: 582 units | <ul style="list-style-type: none"> • Multifamily: \$2.00 PSF rents or higher (59% of renter-occupied demand) • Townhomes • Adjacency to Austin and job centers | 1,535 units | 7,675 units | 15,350 units | 30,700 units |

Source: Catalyst Commercial

Downtown Manor largely consists of residential uses bookended by commercial uses in the north along US Hwy 290 and Downtown-oriented commercial in the south around the intersection of Parsons St and Lexington St. Some civic uses exist with the police and fire facilities on the west edge of Downtown along Parsons St, the Manor City Cemetery to the northeast, and the Manor City Hall in the center at the intersection of Eggleston St and Lexington St.



Redevelopment Opportunity

To understand the issues and opportunities within Downtown Manor, a driving tour was conducted along each roadway within Downtown. Parcels were then categorized by their likelihood to be redeveloped over the next 10-15 years.



Roadways

Based on coordination with TxDOT, the widening project for FM 973 from two travel lanes to six travel lanes between US Hwy 290 and SH 130 has been environmentally cleared, and right-of-way purchasing can begin. However, there are no funds available for construction at this time. Improvements to South Loop (SL) 212 between US Hwy 290 and Wilbarger Creek will consist of a right-of-way overlay (repaving) that is scheduled for completion by the end of 2024. Improvements to US Hwy 290 between Gregg Manor and FM 973 will consist of a right-of-way overlay (repaving) slated for construction January 2027; as of April 2024, this has not yet been designed. SL 212 and FM 973 from US Hwy 290 to the future connections with Blake Manor currently have no widening plans, but there are plans to repave those street sections sometime in 2024.

Based on coordination with the City of Manor's Public Works Department on existing improvement plans, Gregg Manor from US Hwy 290 south to Parsons Street has been newly improved earlier in 2024. Additionally, Blake Manor from Lexington to the future connection at FM 973 will consist of widening this section to 3 travel lanes, though there are no known current plans for this improvement. Additional coordination with Manor staff and TxDOT will impact the timing of these future improvements.

Regarding the TxDOT Turnback, this is a program that can be utilized to allow Manor to make improvements to existing TxDOT roadways, such as FM 973 and portions of Parsons Street (SL 212 / FM 973 / Old TX 20). Funding for the improvements proposed for roadways, such as trail connections and gateways, is not available from TxDOT, and therefore Manor could create a fund (through the city's CIP or bond funding) to make these improvements without TxDOT.

Trails

Manor's Hike & Bike Trails Master Plan reflects a mobility hub at the intersection of Parsons and Lexington Street. Crossing through that mobility hub is a major multiuse urban trail planned along Parsons Street east-to-west starting at a proposed major multiuse path at the future extension of Gregg Manor Road then continuing through Downtown Manor and along Old TX 20 as a major multiuse path. Another major multiuse urban trail planned along Lexington

north-to-south starting at a proposed major multiuse path along US Hwy 290 continuing through Downtown and connecting to both a major multiuse path along Brenham Street/Blake Manor Road and a minor multiuse path along FM 973 heading south. The Downtown Manor project proposes to generally align on- and off-street trail connections with these proposed multiuse path locations, while also providing additional trail nodes throughout the heart of Downtown. The project proposes gateways and trailheads at specific locations at the edge of and within Downtown to create a sense of place and arrival to the area. A trailhead at Ben E Fisher Park was recently opened that connects the park and Manor to the regional trail system.

Transit

The Destination Manor 2050 Comprehensive Plan reflects a potential station for the Green Line, a commuter rail line, to connect Manor to Downtown Austin as part of Project Connect, potentially as soon as 2036. With this potential future station in Manor, residents could have more opportunities for reliable and affordable transportation, connections to employers and activity centers, and an improved quality of life for pedestrian- and bike-friendly development along the transit corridor. The Comprehensive Plan describes a desire to develop Downtown Manor with mixed-use and transit-oriented development to take advantage of future transportation nodes associated with the potential future Green Line and other transit improvements. Additionally, the Comprehensive Plan specifies the need for a complete street policy to accommodate multimodal transportation for pedestrians, cyclists, and vehicles. This would be beneficial not only to Downtown, but the city in general. Though the timeline for rail is long, it is advantageous for the city to maintain the option for transit-oriented development at and near the potential station.

Manor is currently analyzing the viability of a pilot program for a rideshare system to provide an interim transportation option for residents and visitors that can address residents' mobility needs and develop an effective local and regional transit system.

Utilities

Manor has existing utility infrastructure within the study area for the Downtown

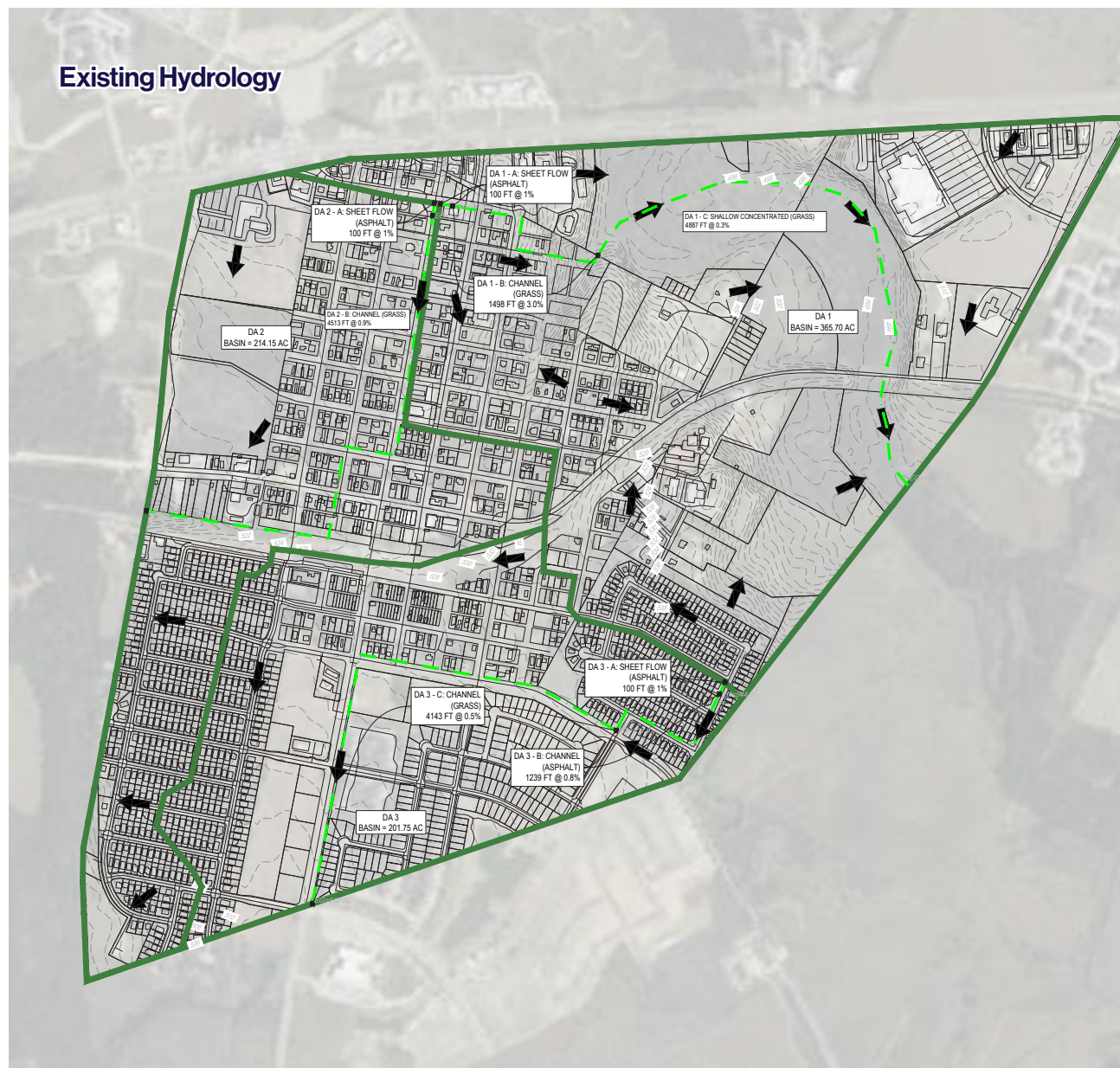
Manor improvements project, including water, wastewater, and electric lines, sufficient to serve existing development.

Water

Manor's current water system includes 6" waterlines generally throughout the study area, with a 12" transmission line along the western boundary of Downtown, an elevated storage tank west of Downtown, and a water treatment plant on the south side of Parsons Street on the west side of Downtown. The Water Capital Improvement Plan (CIP) reflects future water system improvements within the study area, including water main improvements on the eastern edge of the study area at Parsons Street (where it becomes Old TX 20), south of the study area along Lexington Street and Blake Manor Road, and north of the study area along FM 973.

Wastewater

Manor's current wastewater system includes Lift Station #1 west of the study area, Lift Station #11 southwest of the study area, 6" and 8" gravity mains throughout the study area, and a 12" gravity main along Parsons Street. The Wastewater Capital Improvement Plan (CIP) reflects future wastewater system improvements within the study area, including a 12" gravity main (S-32) "to correct current capacity issues and serve additional growth."

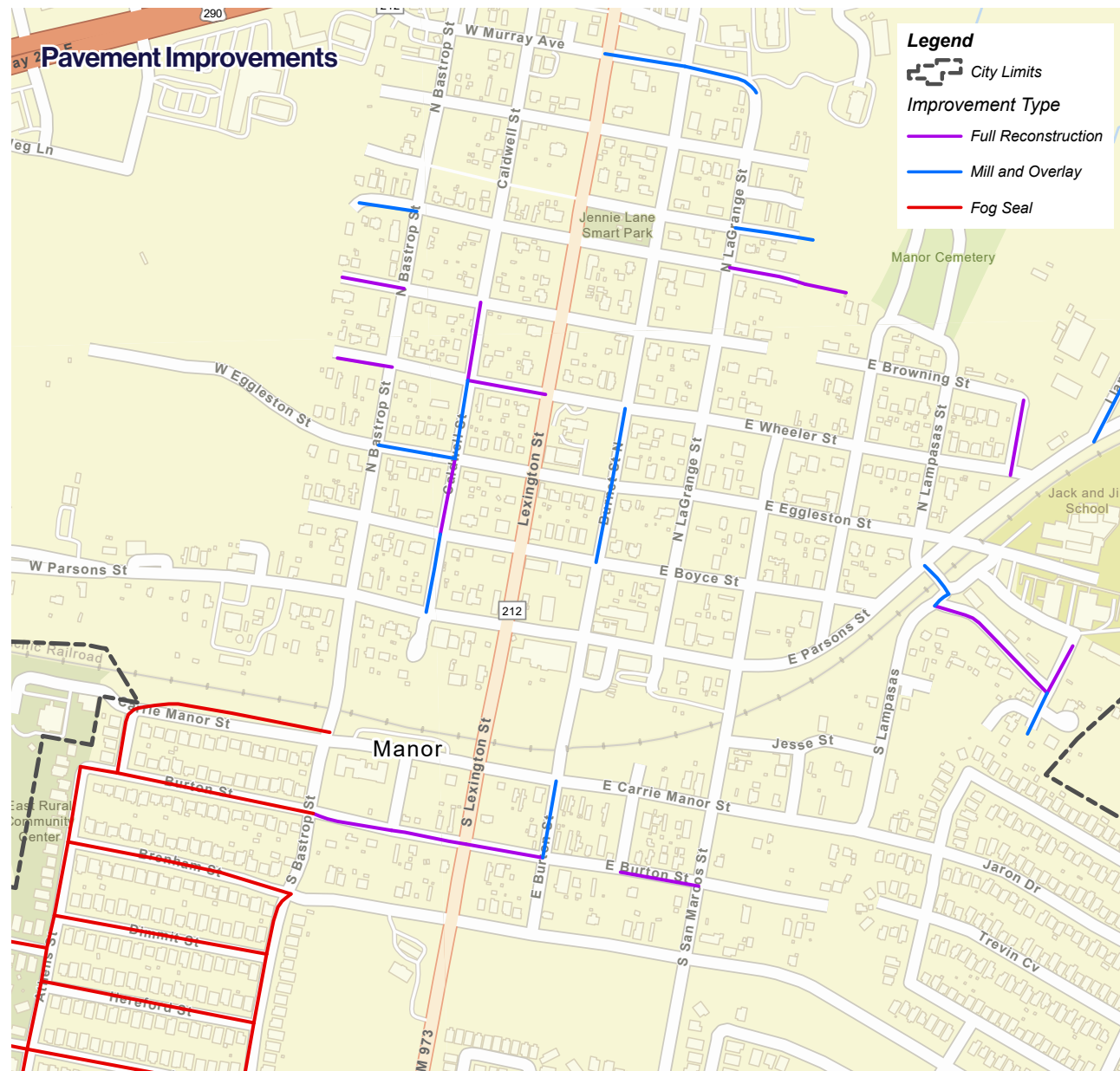


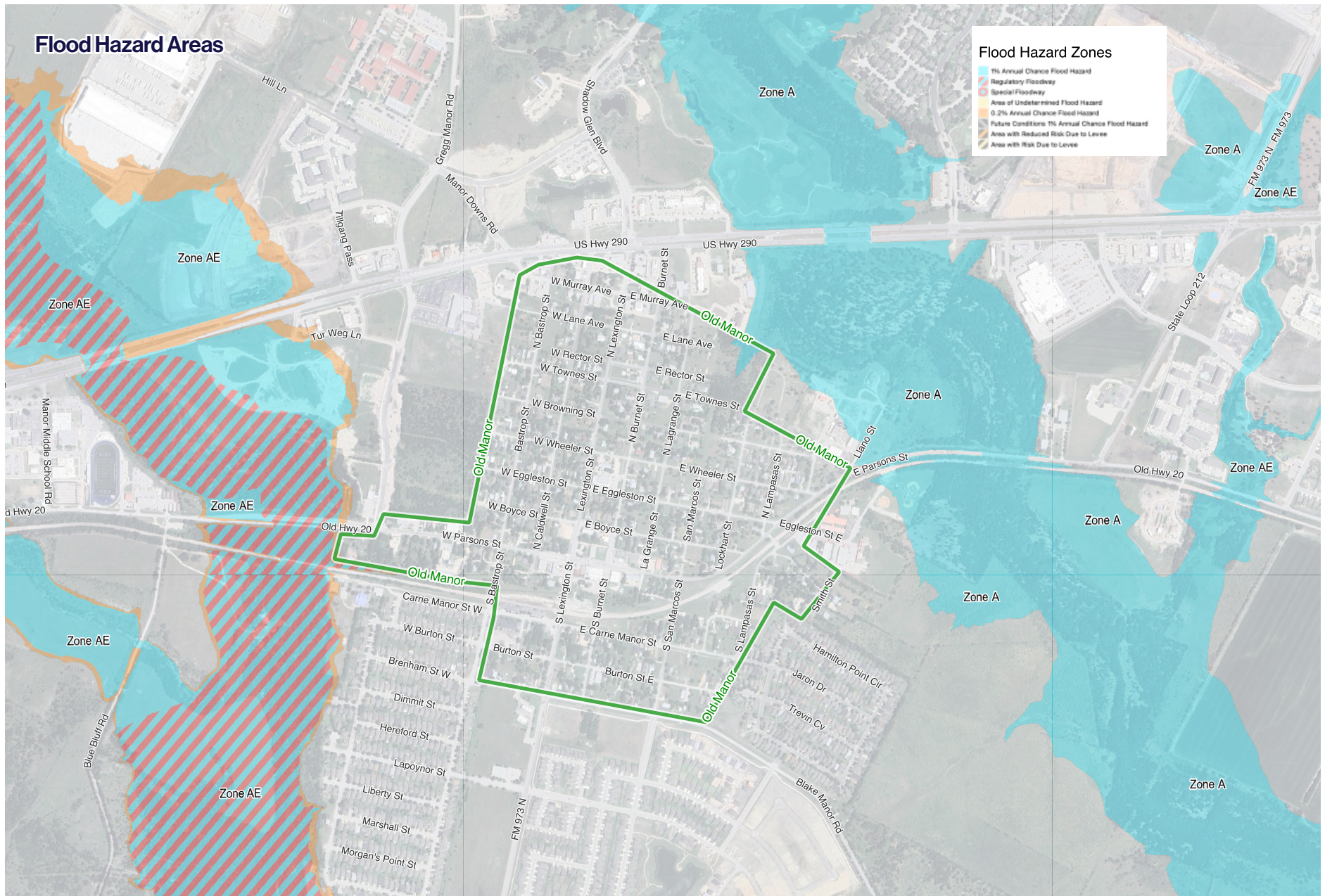
Topography and Drainage

Three major drainage areas were determined based on the existing design of the city. The exhibit provided shows the three overall drainage areas along with each area's approximate flow paths. Drainage Area 1, which diagonally bisects the heart of Downtown and encompasses the northeast portion of the city, is approximately 365 acres and stormwater from this area ultimately conveys to Wilbarger Creek. The southern and western portions of the city are divided in two. The westernmost 215 acres makes up Drainage Area 2 and the southernmost 200 acres makes up Drainage Area 3. Stormwater from Drainage Areas 2 and 3 both flow in a southwesterly direction, ultimately conveying to Gilleland Creek. Preliminary regional detention pond volumes were estimated and a table within the exhibit (provided under separate cover) provides approximate storage volume requirements for 65% and 85% impervious cover.

Floodplain

Portions of the site will be within the boundaries of the 100-year floodplain as per FEMA Flood Insurance Rate Map community panel numbers 48453C0480J and 48453C0485J. West of the city is the existing floodway and 100-year floodplain centered around Gilleland Creek. While little development is expected here, upstream improvements will be required as Drainage Areas 2 and 3 are draining towards it. Development on the eastern side of the city, as represented by Drainage Area 3, is also constrained by the existence of another 100-year floodplain.





A critical element of vibrant downtowns is the presence of diverse and integrated land uses such as neighborhood retail, office, and a wide range of housing types. Manor's existing platted alleys and small block sizes are ideal for incremental infill development of single and multifamily housing stock, along with appropriately scaled neighborhood retail. An effective strategy to address barriers to these patterns of development is through the utilization of a form-based code. This plan recommends the creation and adoption of a well-calibrated zoning tool, like a form-based code, for Manor's historic Downtown as an overlay district. The existing zoning for the Downtown area is comprised of mostly single-family suburban (SF-1), which limits the infill development consistent with the comprehensive plan's vision. Adoption of a form-based code would allow by-right development of a diversity of housing types and neighborhood-scale retail; both of which contribute to an increased vitality in Downtown Manor. Until a form-based code is formed and adopted, the following code recommendations are proposed under the existing zoning as a stop-gap solution.

Urban Core Development and Urban Form

Building setbacks:

Per Sec. 14.02.020 - Non-residential and mixed-use development standards, minimum front and side setbacks for C-1 and Downtown Business (DB) zoning types should be reduced to accommodate the large existing Downtown right of way (ROW) dimensions. A minimal front- and side-setback requirements would allow the required building setback and parkways to be absorbed within the existing 80' Downtown ROW, consistent with the street section recommendations in this document.

Minimum lot area and dwelling unit size:

Minimum lot area restrictions for C-1 and Downtown Business (DB) in Sec. 14.02.020 restrict development flexibility for retail and office. It is recommended that this area is minimized to allow for smaller retail development patterns. Additionally, reducing the minimum dwelling unit size of C-1 and DB zoning types would allow for a better retrofit of existing underutilized parcels Downtown.

Minimum open space requirements:

With the limited development space of Downtown infill lots and the need for

Downtown streetscape improvements, consideration should be made to grant streetscape improvements as satisfying the 5% open space requirements outlined in Sec. 14.02.064 (18), with council approval.

Parking requirements

The minimum parking requirement of 1 stall per 250 square feet for retail and restaurants limits smaller-scale retail and commercial development in Downtown. An overlay is recommended to limit parking requirements within the boundaries of Downtown Manor. To address this issue where parking minimums still stand, with the completion of on-street parking improvements, on-street parking should be considered to satisfy the minimum parking requirements in the code, and shared parking agreements should be promoted and encouraged.

Infill Residential Development and Missing Middle Housing

The comprehensive plan's vision promotes the need for diversity of housing choice in the City of Manor. This includes cottages, townhomes, duplexes, multiplexes, and accessory dwelling units. Downtown Manor provides the greatest opportunity for addressing this issue. Appropriate architectural and form standards can ensure a "gentle density" through the addition of missing middle housing types in the Downtown area. Several provisions within the current code limit the by-right development of these housing types.

General housing development restrictions

Per Sec. 14.02.019 - Non-residential and mixed-use land use conditions, only permitting condominiums in tandem with first floor commercial sets an unrealistic standard that limits development of appropriately scaled condominium units. The current scale of Downtown Manor only supports a modest amount of neighborhood commercial, therefore, requiring additional commercial in allowance for condominiums hinders the much needed development of condominiums as a missing middle housing type.

To address diverse housing options and increase vibrancy of Downtown, Sec. 14.02.005 should allow single-family attached (2 units), single-family attached (3 or more units) in SF-1 and C-1 zoning areas. Allowance of smaller units would accommodate housing needs identified in the comprehensive plan.

Additionally, minimum dwelling unit size and maximum units per structure restrictions in Sec. 14.02.007, limit flexibility for innovative infill development to address market needs. Lastly, to increase housing affordability and limit gentrification in Downtown Manor, consideration should be made to allow up to 2 dwelling units per lot in SF-1 zoned areas within the Downtown boundary, opposed to the current limitation of 1 dwelling unit per lot listed in Sec. 14.02.007. Revision of this code element would promote development of accessory dwelling units within SF-1 zoned lots, ensuring access to affordable rental units in the Downtown area without disturbing neighborhood character through the construction of large multifamily units.

Setbacks

Per Sec. 14.02.007 - Residential development standards, reducing the front setback from 25' to 10' on single family buildings within the Downtown study area will greatly enhance the urban realm by creating a more enclosed, walkable streetscape by pulling architecture and porches closer to the sidewalk. Additionally, reducing the minimum 7.5' side setback for lots within the SF-1 designation would help to address this issue. Allowing as little as 10' minimum front setbacks (to accommodate greenspace, sidewalks, and an urban building rhythm) on SF-1 and SF-2 zoned lots allows the remainder of the building setback and parkway to fall within the existing 80' ROW on Downtown streets.

Parking Requirement

Parking requirements limit infill development on underutilized lots due to the limited size of infill lots. With developer funded completion of on-street parking improvements, on-street parking shall satisfy the minimum parking requirements for SF-1 zoning areas. An example of this can be seen in the Rector Street and Parsons Street recommended sections of this document.

Minimum lot sizes

Per Sec. 14.02.007 - Residential development standards, this plan recommends reducing the minimum lot width of SF-1 and SF-2 from 70' and 60' (reduce lot width to 40' if served with an alley loaded garage on anything less than 60') respectively, to encourage a more appropriate downtown block length. Additionally, a reduction of minimum dwelling unit sizes in both SF-1 and SF-2 would provide more flexibility for retrofitting housing units into underutilized

Downtown parcels.

General Placemaking Elements

Historic building protection

A main theme that was identified during the public input sessions was the desire to preserve and enhance the existing historic building stock in Downtown Manor. While Downtown Manor is limited in its number of historic buildings, an effort should be made to retain the existing character of architecture of the remaining structures. City Council should consider voting on adoption of a historic building preservation overlay district that requires an additional level of review before demolition of buildings more than 50 years old. In addition to this, funding sources should be identified for restoration of structures where private investment is limited.

Tactical urbanism

A fast, effective, and low-cost way of improving the pedestrian realm of Downtown Manor is through tactical urbanism efforts. Tactics such as open streets, temporary bike lanes, temporary trails, public art, pop-up parks, and low-cost traffic calming can catalyze public interest and private investment in Downtown before funds exist for major capital improvements. An effort should be made to limit hurdles from code standards when implementing pilot projects. It is recommended to establish an administrative process for implementing tactical urbanism plans.

Pop-up Parks

Pop-up parks are a great fast, low-cost way to activate public spaces Downtown before resources are available for large scale capital park improvements. These parks can be implemented within underutilized city parcels, within street rights-of-way, or on private parcels through a joint effort. Pop-up parks are a useful way to pilot park programs within public spaces before committing to a fixed design. Low-cost materials such as milk crates, hay bales, shipping pallets, and surplus city benches can be used in the spaces to encourage residents and visitors to stop within the space, adding body heat to the Downtown overall. Lastly, post occupancy assessments can help assess which of the design elements are the most desired among residents.

To increase visual interest and walkability within Downtown Manor, murals at



key intersections can be implemented within the Downtown core. Intersection murals, crosswalk art, and painted plazas can result in a significant decrease in crashes involving pedestrians, according to a 2021 Asphalt Art Initiative study. This low-cost traffic controlling tactic not only increases Downtown pedestrian safety, but also beautifies the community overall.

Pop-up Bike Lanes

An effective, low-cost method of increasing bikes as a mode of transport through, to, and from Downtown is through the use of temporary bike lanes to reclaim underutilized pavement Downtown and to connect key park spaces. These bike lanes can be used as pilot projects to assess how traffic reacts to potential future permanent bikeway facilities within Downtown before capital funds support permanent construction of this infrastructure. These can be implemented using different physical barrier types that range in cost from simple traffic cones to concrete jersey barriers. Additionally, using large planters with, or in lieu of these barriers can add visual interest to the Downtown. Choice of barrier material used is contingent on the span of the project. Many public works departments already have an inventory of traffic barriers that can be used in the short term.

Open Streets

Open Streets are a temporary activation of a downtown street by closing the street to automobiles to allow residents and visitors to walk, bike, skate, dance and



play within the public rights-of-way while still allowing local residential vehicular access. Using local streets as public park space can increase public health by encouraging residents to be physically active through walking. Historically, when existing open streets projects were located within a downtown or central business district, there was an increased interest in local vendors, musicians and artist to occupy these spaces, in turn creating wider participation across the community creating significant secondary benefits to Downtown businesses. Lastly, open streets should not be confused with weekend Downtown events or street fairs, as open streets are implemented for a longer interval and promote community activation 7 days per week.



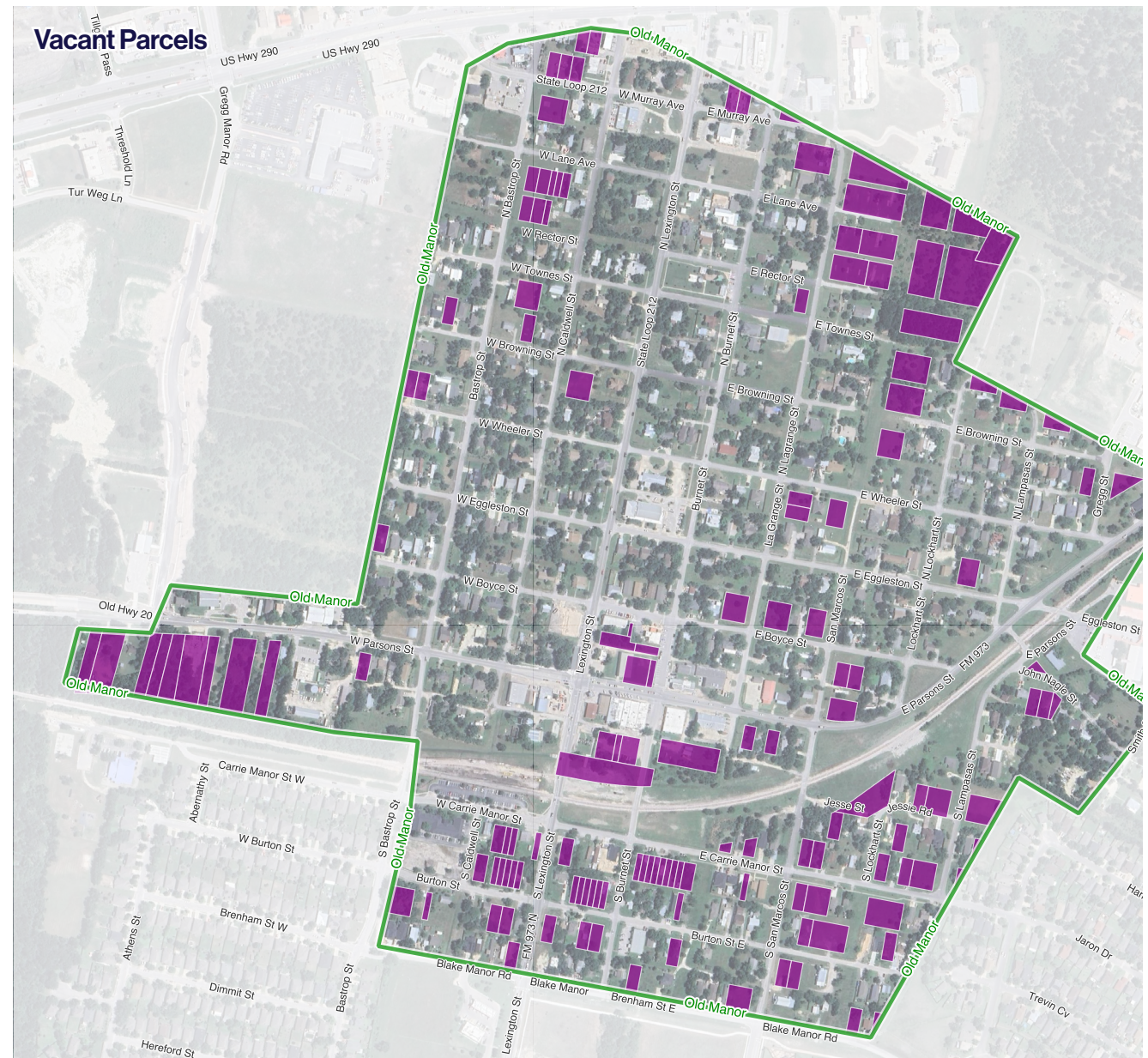
The recommendations on the following pages follow the below themes in their aim toward the betterment of Downtown Manor.

Existing streets and mobility corridors should serve more users than just commercial and personal motor vehicle traffic.

Downtown should be accessible from existing residential within Downtown as well as the neighborhoods adjacent to or near Downtown. Connecting to regional trails and providing open space are also important.

Downtown Manor should be a place where residents and visitors desire to travel to, spend money in, and live within.

Infill development should contribute visually and fiscally to the health of the Downtown area. The map to the right shows those parcels that are most immediately available for infill development as they are currently vacant.



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

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

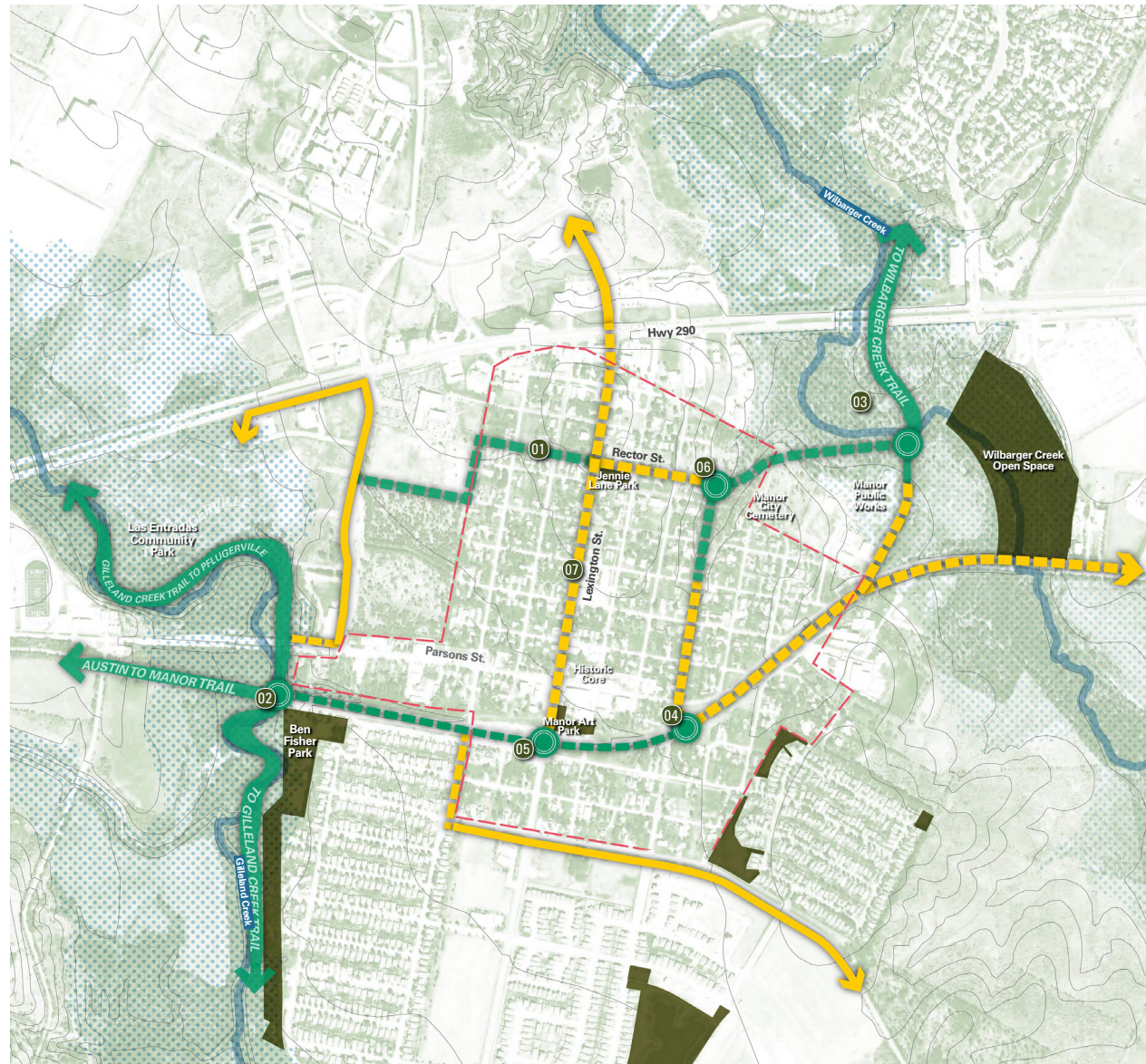
KEY PARK SYSTEM STRATEGIES

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

Legend

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

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



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

STREETSCAPE DEVELOPMENT STRATEGIES

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

KEY PARK SYSTEM STRATEGIES

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

Legend

- parks
- FEMA floodplain
- old manor boundary
- proposed off-street trails
- proposed - near term improvements
- proposed - post turn-back improvements



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

LEGEND

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



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

LEGEND

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





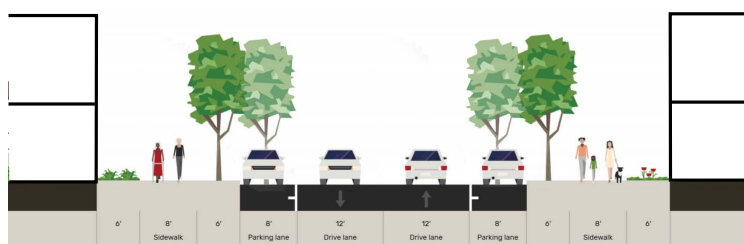
LEGEND

- 01 LIVE-WORK TOWNHOMES
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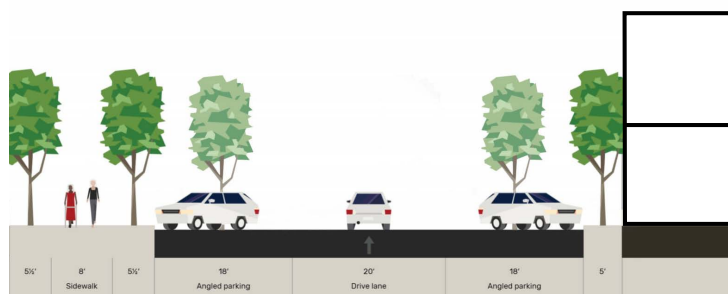
Recommendations - Street Improvements

Item 1.

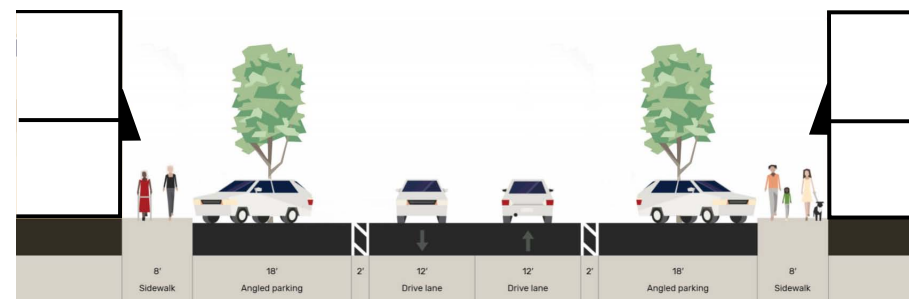
This plan recommends that the city update their Downtown Master Thoroughfare plan to create better harmony between pedestrians and vehicles. The existing conditions of wide pavement sections and limited sidewalks are not conducive to walkability and ultimately, an activated downtown. The recommended roadway improvement sections utilize the existing 80' ROW to provide better pedestrian infrastructure through the implementation of wider parkways. Additionally, the large Downtown right-of-way widths provides opportunity along commercial corridors to serve parking needs of current or future businesses without requiring surface parking lot development – the biggest opportunity for this currently exists on Rector Street and Parsons Street. Lastly, parallel parking on Lexington Street and adjacent Downtown streets addresses the issue of limited Downtown parking while enhancing the pedestrian realm by providing a physical buffer between traffic and pedestrians.



**DOWNTOWN STREETS
LEXINGTON STREET**



**RECTOR ST. EXTENSION
ROW: 80'**



**PARSONS ST.
ROW: 80'**

Recommendations - Western Downtown Gateway

Item 1.

The western Downtown arrival involves both vehicular and pedestrian experiences. With future regional hike and bike connections to Manor via the Austin to Manor Trail and Gilleland Creek Trail, arrival to the western end of Downtown at Ben E. Fisher Park will serve as a major bike and pedestrian entry

point. Secondary Downtown monumentation is recommended within both the trail corridor entering Ben E Fisher Park and continuing into Downtown and along Parsons St eastbound after crossing the Gilleland Creek bridge.

Vision Images



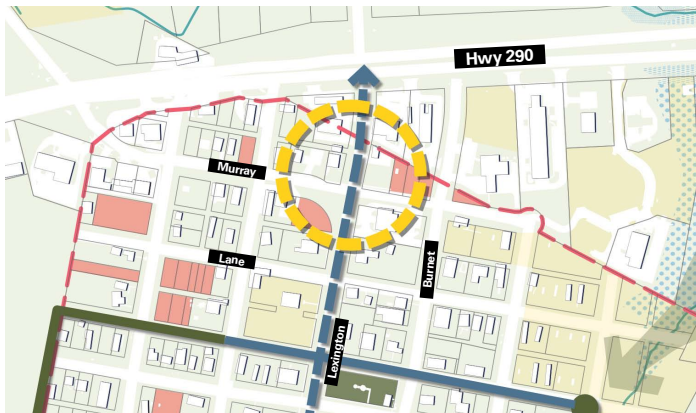
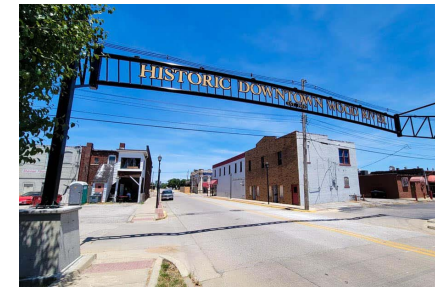
Recommendations - Northern Downtown Gateway

Item 1.

The northern and primary gateway of Downtown at Lexington St and US Hwy 290 is the main entry to Downtown for visitors and for residents living on the north side of US Hwy 290. An improvement of this Gateway utilizing landscape improvements

and monummentation features enhances visitor experience as an iconic threshold of entering Downtown.

Vision Images



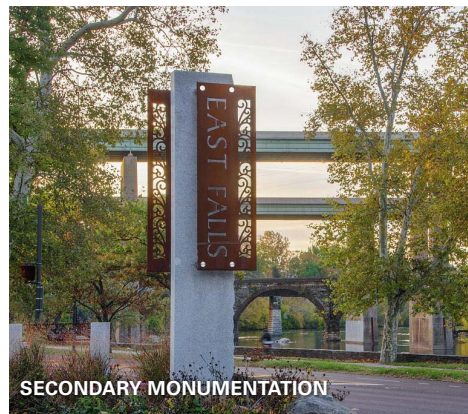
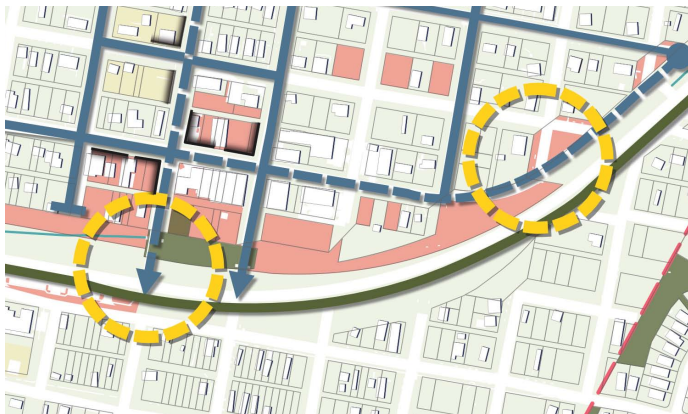
Recommendations - Eastern and Southern Downtown Gateway

Item 1.

In other areas where major roads enter the historic core such as the eastern (Parsons St) and southern (Lexington St) entries, wayfinding identifiers can help promote the urban realm for both vehicles and pedestrians. With proposed

trail corridors intersecting the eastern and southern gateways, construction of trail-hub pocket parks in tandem with secondary signage provides enhanced placemaking and vibrancy upon arrival.

Vision Images



INFILL REDEVELOPMENT STRATEGIES

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

STREETSCAPE DEVELOPMENT STRATEGIES

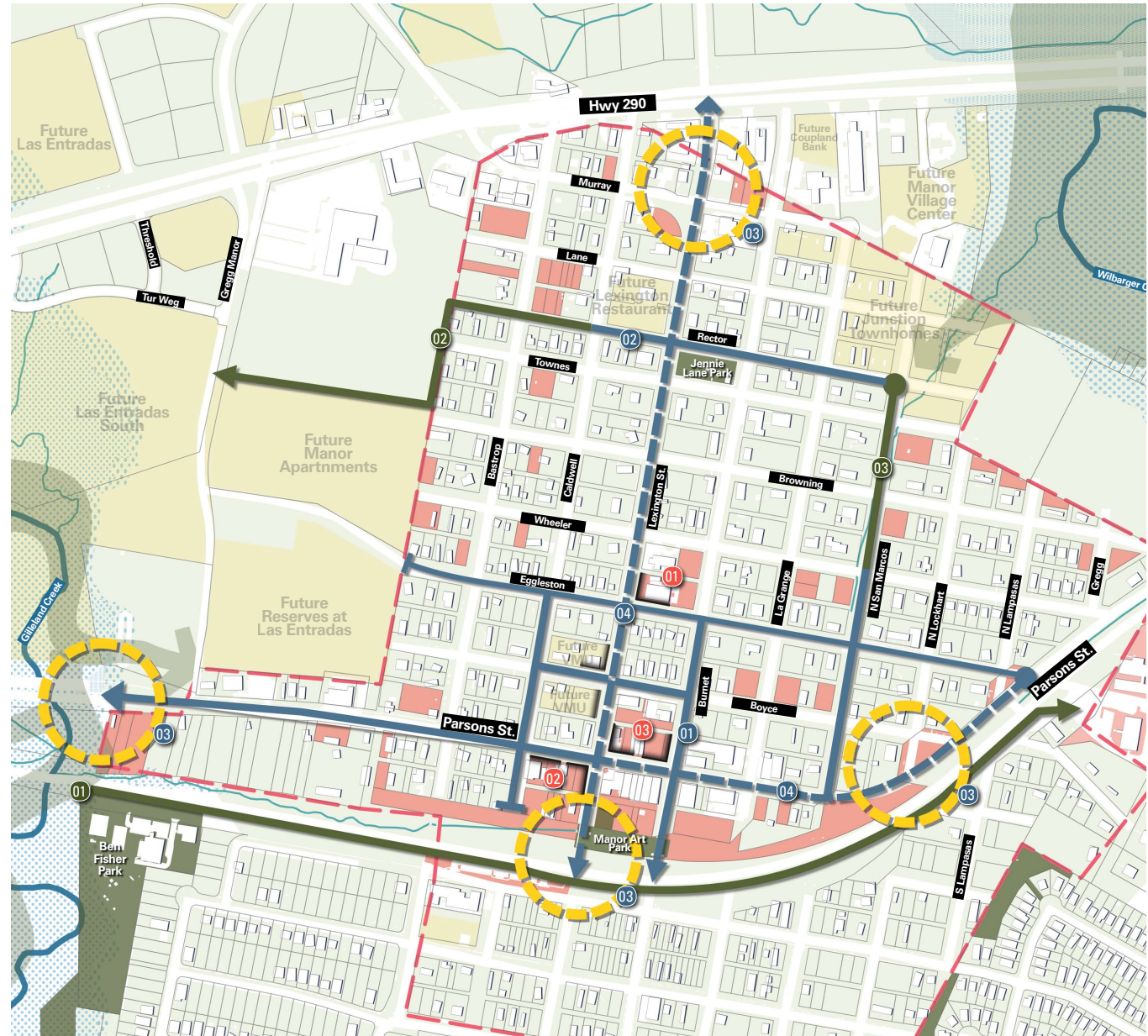
- 01 MUNICIPAL SPINE IMPROVEMENT
- 02 RECTOR STREET IMPROVEMENT
- 03 DOWNTOWN GATEWAY ENHANCEMENTS
- 04 POST TXDOT TURN-BACK IMPROVEMENTS

KEY PARK SYSTEM STRATEGIES

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

Legend

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



Item 1.

This section presents the implementation strategy to realize the Downtown Master Plan vision. The implementation strategy establishes an organizational structure to implement the plan; it identifies and evaluates potential funding mechanisms and development incentives and it details a path to enable the implementation strategy. This chapter's implementation strategy builds a framework for strategic investment and provides a range of action items that decision-makers can execute to accomplish the goals established in the plan. This implementation strategy is intended as a living guide and can evolve as Downtown matures and priorities change due to market conditions and activity.

Catalytic Infill

There are many vacant and underutilized parcels within Downtown that warrant redevelopment to a higher or better use. Allowing a mix of housing types will make Downtown attractive to all lifestyles and increase livability.

Goal 1. Establish Downtown as a vibrant destination district with increased commerce, civic uses, restaurants, and entertainment.

- Objective 1.1 Attract and develop one-of-a-kind businesses through a robust recruitment program.
- Objective 1.2 Redevelop city hall, library, public spaces to maintain Downtown as a central civic district.
- Objective 1.3. Leverage vacant and underutilized parcels within Downtown to activate the vision, including catalyst areas at Parsons St & Lexington St.
- Objective 1.4 Consider an incentive program to reduce the cost of development, encouraging additional infill. This program should consolidate all incentives that may be available (city, state, federal) and include promotion of Downtown as a designated Opportunity Zone.

Goal 2. Establish Downtown as a livable residential district, doubling residential population by 2034.

- Objective 2.1. Promote residential infill development with some increased density in the form of "missing middle" housing. Explore policies to allow live-work and first floor retail on units fronting primary corridors such as Lexington Street.
- Objective 2.2. Encourage a mix of housing types, including types that will

appeal to seniors, empty nesters, students, young adults, and families

- Objective 2.3. Ensure well-designed transitions to neighborhoods within Downtown and preserve residential character and connectivity to other districts and other destinations.

Goal 3. Create policies and regulations to enable the Downtown plan.

- Objective 3.1. Establish regulations to create adjacency predictability for infill development and design standards that align with the Downtown Master Plan.
 - Action 3.1.1. Establish regulations to create adjacency predictability that aligns with the Downtown Master Plan using a Form-Based or Character-Based Code. See the following "Enabling Tools to Achieve the Vision" section for general and near-term standards that can be explored to facilitate the type of development desired for Downtown Manor.
 - Action 3.1.2. Create Downtown design standards and establish a process for review and approval of new development and redevelopment. This process that reviews applicability and appropriateness is an essential tool for future Downtown projects. It is recommended that there be a threshold whereby larger projects could be reviewed by a design review committee (or appointed board) and minor projects could be reviewed administratively by City Staff.

Connectivity and Open Space

Connectivity to the adjacent neighborhoods and residents or business outside of Downtown is crucial for success and placement or enhancement of open space will provide quality of life and recreation for residents and visitors to Downtown.

Goal 1. Create a system of streets, public spaces (plazas, parks, and open spaces), and parking to provide a safe, inviting, and connected Downtown.

- Objective 1.1. Explore implementation of a new Town Plaza would enable it as a new east/west connector and serve as a second anchor in the Downtown's overall connectivity framework.
- Objective 1.2. Create continuity between mobility and walkability, including

local connections to regional trails and improved trailheads to enable greater functionality of Downtown Manor as a green and connected “hub.”

- Objective 1.3. Adopt and construct stronger trail connections that would also function as “signature gateways” and improve multimodal access within the Downtown and linkages to existing regional connections, including Gilleland Creek Trail, Austin to Manor Trail, and the Wilbarger Creek Trail.
- Objective 1.4. Create direct walkable routes along Parsons St and Lexington St with a focus on shade, comfort, and intersection safety improvements.
- Objective 1.5. Add pedestrian oriented amenities in the Downtown Core including shade features (awnings), plantings, lighting, benches and seating, refuse receptacles, and decorative pavement.
- Objective 1.6. Develop a master plan for Jennie Lane Park, including landscaping and programming for the park.
- Objective 1.7. Develop a master plan for the Art Park, including landscaping and programming for the park.

Goal 2. Create a “Rail Ready” Plan.

- Objective 2.1. Create a multimodal hub that maximizes a future potential transit stop near the existing Art Park near Lexington St and Parsons St. This area leverages the existing park-and-ride lot adjacent to CapMetro existing rail. Additionally, the proposed station location is within the Downtown Core and would provide multimodal access to the entire Manor and regional populations.

Gateways, Branding and Wayfinding

There is a lack of coordinated efforts for the promotion of Downtown. There is no singular brand for Downtown, no wayfinding, and no defined Downtown district.

Goal 1. Enhance the visibility and branding of Downtown.

- Objective 1.1. To achieve a Western Downtown Gateway, add secondary Downtown monumentation for the trail corridor entering Ben E. Fisher Park and along Parsons St after the Gilleland Creek bridge.
- Objective 1.2. To achieve a Northern Downtown Gateway, improve the gateway with landscape improvements and monumentation features to

establish a sense of arrival and branding for Downtown from the north.

- Objective 1.3. To create an Eastern and Southern Downtown Gateway, construct wayfinding features along Parsons St and Lexington St. Construct trail-hub pocket parks where trail corridors intersect with the eastern and southern gateways.
- Objective 1.4. Create a unifying brand for Downtown to be used in branding, advertising, and iconic features for Downtown events and key places. This branding should tie in to the recent rebranding effort of the City.
- Objective 1.5. Develop strategies for preservation of Manor’s historic assets, including the historic stagecoach route that runs through Downtown.

Infrastructure and Drainage

Ownership of properties Downtown is fragmented with no unified system to address infrastructure and drainage. Maintenance of systems has been intermittent on an as-needed basis, not strategic to infill opportunities or a unified vision for Downtown.

Goal 1. Establish regulations to create adjacency, predictability, and design standards that align with a pedestrian-focused character in Downtown by advancing the turnback and reconstructing Lexington St and Parsons St to enhance walkability, mobility, and accommodate greater Downtown-oriented design elements.

- Objective 1.1. Update the master thoroughfare plan to create better harmony between pedestrians and vehicles. Use the existing wide ROW to provide on-street parking for existing and future businesses.
- Objective 1.2. Develop strategies to utilize some of the alleyways for pedestrian ways to create new connections and serve a greater pedestrian environment such as utilizing existing unpaved ROW in Downtown for trail corridors.
 - Objective 1.3. Address regional infrastructure to accommodate greater development scale and enable individual lots to participate towards the unified vision in this updated Master Plan.

Goal 2. Create a unified network through Downtown with roads, trails, and parking to accommodate a vibrant and active Downtown.

- Objective 2.1 Update the Master Thoroughfare Plan to establish a policy for the trails and road infrastructure.
- Objective 2.2 Expand, Improve, and maintain sidewalks throughout Downtown.
 - Action 2.2.1 Conduct a facility assessment to identify areas that are missing sidewalks and sidewalks in disrepair or in need of maintenance.
- Objective 2.3 Identify future parking facilities that can accommodate existing and future parking needs.
- Objective 2.4 Explore public/private partnerships of future public facilities that can be leveraged through private investment, grants, or projects to expand the availability of parking.

Goal 3. Have a road and trail network that maximizes mobility, safety, and livability.

- Objective 3.1 Create a traffic management strategy that optimizes traffic flow, minimizes congestion, and increases Manor's transportation effectiveness.
 - Action 3.1.1 Explore partnerships to facilitate FM 973 bypass.
 - Action 3.1.1 Explore a turnback process with TxDOT to accommodate traffic calming measures Downtown.

Goal 4. Provide infrastructure that fosters new development and addresses issues in Downtown infrastructure.

- Objective 4.1 Reduce the risk for flooding and pollution from urban stormwater runoff from Downtown.
 - Action 4.1.1 Conduct a stormwater master plan that can explore regional strategies to address runoff from existing and future development areas.
 - Action 4.1.2. Identify improvements to the existing drainage ways to accommodate both existing and planned stormwater needs.
- Objective 4.2. Collect and convey wastewater in a manner that protects the health of both the public and the environment.
- Objective 4.3. Provide wastewater management that maximizes economic development and capacity to support future growth.

Financing

Create policies and guidelines that will address financing gaps and provide

a strategy for future investment in Downtown that will encourage further development that is aligned with this plan.

Goal 1. Create financial mechanisms that can create a sustainable and prosperous Downtown.

- Objective 1.1. Establish financial tools to enable financing of public infrastructure and jumpstart catalytic projects.
 - Action 1.1.1. Establish a TIRZ and other sources of funding mechanisms.
 - Action 1.1.2. Explore small-scale incentives that can assist in creating jobs, bridging market needs, and retaining strategic businesses.
- Objective 1.2. Maintain an annual CIP strategy that continually reinvests in Downtown projects, prioritizing the most immediate needs and those that will make big impacts to safety, quality of life, and return on city investment.

Programming and Activation

Currently there are limited community events and space for events. A unified merchandising strategy is important to attracting additional retail and tourism to Downtown.

Goal 1. Increase the amount of retail in Downtown.

- Objective 1.1. Create a retail strategy and recruitment process that identifies retail development sites, recruitment prospects, supports the review and management and financial incentives to foster retail in key locations in Downtown.
 - Action 1.1.1. Develop a comprehensive database of available sites as a prospecting tool.
 - Action 1.1.2. Create marketing information for Downtown to be used as a recruitment tool.
 - Action 1.1.3. Create a retail recruitment team to assist in marketing and outreach of future developments and retail prospects.
 - Action 1.1.4. Development incentives for retailers and public/private partnerships to encourage retail development.

Goal 2. Increase tourism Downtown.

- Objective 2.1. Create tactical urbanism installations to enable temporary interventions to improve public spaces.
- Objective 2.2 Promote and host festivals and events Downtown to increase visitor count and increase exposure for Downtown.

Enabling Tools to Achieve the Vision

The table below describes the tools to be used to implement the vision of this document and achieve the goals set forth.

| Urban Core Development | |
|---|---|
| Building setbacks | Minimum front and side setbacks for C-1 and Downtown Business (DB) zoning types should be reduced to accommodate the large existing Downtown right of way (ROW) dimensions. A minimal front and side setback requirement would allow the required building setback and parkways to be absorbed within the existing 80' Downtown ROW, consistent with the street section recommendations in this document. |
| Minimum lot area | Minimum lot area restrictions for C-1 and Downtown Business (DB) in Sec. 14.02.020 restrict development flexibility for retail and office. It is recommended that this area is minimized to allow for smaller retail development patterns. |
| Unit dwelling size | Additionally, reducing the minimum dwelling unit size of C-1 and DB zoning types would allow for a better retrofit of existing underutilized parcels Downtown. |
| Open space requirements | With the limited development space of Downtown infill lots and the need for Downtown streetscape improvements, consideration should be made to grant streetscape improvements as satisfying the 5% open space requirements outlined in Sec. 14.02.064(18), with council approval. |
| Parking requirements | Explore commercial parking requirements, including on-street parking and shared parking, or joint parking near public facilities. |
| Infill Residential Development and Missing Middle Housing | |
| Housing limitations | Per Sec. 14.02.019 - Non-residential and mixed-use land use conditions, only permitting condominiums in tandem with first floor commercial sets an unrealistic standard that limits development of appropriately scaled condominium units. The current scale of Downtown Manor only supports a modest amount of neighborhood commercial, therefore, requiring additional commercial in allowance for condominiums hinders the much needed development of condominiums as a missing middle housing type. |
| Housing diversity | Additionally, to address the need for diverse housing options and increase vibrancy of Downtown, Sec. 14.02.005 should allow single-family attached (2 units), single-family attached (3 or more units) in SF-1 and C-1 zoning areas. Allowance of smaller multi-family units in these districts would accommodate the vision of neighborhood-scale multifamily housing and missing middle housing needs identified in the comprehensive plan. |
| Unit dwelling size | Additionally, minimum dwelling unit size and maximum units per structure restrictions in Sec. 14.02.007 limit flexibility for innovative infill development to address market needs. |

Infill Residential Development and Missing-Middle Housing

| | |
|-------------------------------|---|
| Accommodate increased density | Lastly, to increase housing affordability and limit gentrification in Downtown Manor, consideration should be made to allow up to 2 dwelling units per lot in SF-1 zoned areas within the Downtown boundary, opposed to the current limitation of 1 dwelling unit per lot listed in Sec. 14.02.007. Revision of this code element would promote development of accessory dwelling units within SF-1 zoned lots, ensuring access to affordable rental units in the Downtown area without disturbing neighborhood character through the construction of large multifamily units. |
| Setbacks | Per Sec. 14.02.007 - Residential development standards, reducing the front setback from 25' to 10' on single family buildings within the Downtown study area will greatly enhance the urban realm by creating a more enclosed, walkable streetscape by pulling architecture and porches closer to the sidewalk. Additionally, reducing the minimum 7.5' side setback for lots within the SF-1 designation would help to address this issue. Allowing as little as 6' minimum front setbacks on SF-1 and SF-2 zoned lots allows the remainder of the building setback and parkway to fall within the existing 80' ROW on Downtown streets. |
| Parking | Parking requirements limit infill development on underutilized lots due to the limited size of infill lots. With developer funded completion of on-street parking improvements, on-street parking shall satisfy the minimum parking requirements for SF-1 zoning areas. An example of this can be seen in the Rector Street and Parsons Street recommended sections of this document. |
| Minimum lot size | Per Sec. 14.02.007 - Residential development standards, this plan recommends reducing the minimum lot width of SF-1 and SF-2 from 70' and 60' respectively, to encourage a more appropriate Downtown block length. Additionally, a reduction of minimum dwelling unit sizes in both SF-1 and SF-2 would provide more flexibility for retrofitting housing units into underutilized Downtown parcels. |

Placemaking

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

catalyst





**CITY COUNCIL
REGULAR SESSION MINUTES
NOVEMBER 20, 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
Brittany Lopez, Assistant City Secretary
Scott Jones, Economic Development Director
Tracey Vasquez, HR Director
Yalondra V. Santana, Heritage & Tourism Manager
Michael Burrell, Interim Development Services Director
Mathew Woodard, Public Works Director
Phil Green, IT Director
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 7:08 p.m. on Wednesday, November 20, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Pastor Roberto Martinez with Iglesia Viento Y Fuego gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PRESENTATIONS

A. Recognition of Retiring Presiding Judge John Yeager

Mayor Harvey presented a recognition award to retiring Presiding Judge John Yeager.

B. Manor Townsquare Development

Shenandoah Development Group presented the attached PowerPoint Presentation.

PROCLAMATIONS

A. Declaring the Month of November, as *“Native American Heritage Month”*

Mayor Harvey read and presented the Proclamation to Councilwoman Wallace.

EVENTS/ANNOUNCEMENTS

A. Christmas Tree Lightning, Friday, December 6, 2024, at Jennie Lane Park, 102 E. Rector St. Manor, Texas.

B. Holiday in Manor, Saturday, December 7, 2024, at 15317 US HWY 290 E. Manor, Texas.

Yalondra Valderrama Santana, Heritage & Tourism Manager invited everyone to attend the Christmas Tree Lightning and Holiday in Manor events.

PUBLIC COMMENTS

Fay Carter, 18128 Topsoil St., Manor, Texas submitted a speaker card and spoke regarding the unity of America. She wished everyone a Happy Thanksgiving.

Ruth Taylor Biscoe with Manor Heritage Society in Manor, Texas submitted a speaker card and invited the community to attend the Thanksgiving lunch for the seniors and homeless on Friday, November 22nd at 104 Carrie Manor St., Manor, Texas.

No one else appeared at this time.

CONSENT

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

- Finance – Belen Peña, Finance Director
- 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

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace 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 acceptance of Manor's Downtown Strategic Plan by Catalyst Commercial.

The city staff recommended that the City Council approve Manor's Downtown Strategic Plan by Catalyst Commercial and direct the consultant to complete the Downtown Tax Increment Reinvestment Zone being developed to spur infrastructure revitalization in downtown by the City.

A discussion was held regarding the placement of signs on historical sites.

City Manager Moore discussed the proposed Manor's Downtown Strategic Plan.

A discussion was held regarding the creation of the Downtown Tax Increment Reinvestment Zone.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno to approve Manor's Downtown Strategic Plan by Catalyst Commercial and direct the consultant to complete the Downtown Tax Increment Reinvestment Zone being developed to spur infrastructure revitalization in downtown by the City.

There was no further discussion.

Motion to approve carried 7-0

4. Consideration, discussion, and possible action on a request to remove two (2) heritage trees in the Boyce Mixed-Use Development Site located at 101 West Boyce St., Manor, TX.

The city staff recommended that the City Council approve of the tree removal request to remove two (2) heritage trees in the Boyce Mixed-Use Development Site located at 101 West Boyce St., Manor, TX.

Interim Development Services Director Burrell discussed the request to remove two heritage trees in the Boyce Mixed-Use Development Site.

Sarah Kim and Irene Choi with Build Block submitted a speaker card in support of this item; however, they did not wish to speak but were available to address any questions posed by the City Council.

A discussion was held regarding the fee in lieu.

A discussion was held regarding the clarification of the P&Z Commission recommendation.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve of the tree removal request to remove two (2) heritage trees in the Boyce Mixed-Use Development Site located at 101 West Boyce St., Manor, TX with a fee in lieu for the caliber inches of the two trees as recommended by P&Z Commission and direct city staff to administer the fee.

There was no further discussion.

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

5. Consideration, discussion, and possible action on a Development Agreement for the Mini-Max Gas Station located at 13320 E US HWY 290 Manor, TX.

The city staff recommended that the City Council approve the development agreement for the Mini-Max Gas Station located at 13320 E US HWY 290 Manor, TX.

Interim Development Services Director Burrell discussed the proposed agreement.

Inayat Mardiya, 13320 US Highway 290, Manor, Texas, submitted a speaker card in support of this item; however, she did not wish to speak but was available to address any questions posed by the City Council.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve the development agreement for the Mini-Max Gas Station located at 13320 E US HWY 290 Manor, TX.

There was no further discussion.

Motion to approve carried 7-0

6. Consideration, discussion, and possible action on an agreement to transfer approximately 10.978 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

The city staff recommended that the City Council approve the agreement to transfer approximately 10.978 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

Interim Development Services Director Burrell discussed the proposed agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill to approve the agreement to transfer approximately 10.978 acres from Manville Water Supply Corporation's certificated water service area to the City of Manor's certificated service area.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action approving an engagement letter agreement for an appraiser for the EntradaGlen Public Improvement District (PID).

The city staff recommended that the City Council approve the selection of Flato Realty Advisors, LLC as the appraiser for the EntradaGlen PID and authorize the City Manager to enter and execute the engagement letter for appraisal services with Flato Realty Advisors, LLC.

Assistant City Attorney Rivera discussed the proposed engagement letter agreement.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve the selection of Flato Realty Advisors, LLC as the appraiser for the EntradaGlen PID and authorize the City Manager to enter and execute the engagement letter for appraisal services with Flato Realty Advisors, LLC.

There was no further discussion.

Motion to approve carried 7-0

8. Consideration, discussion, and possible action on an ordinance amending Chapter 4 of the Manor Code of Ordinances to revise the provisions governing the collection of evidentiary storage fees and providing for related matters.

The city staff recommended that the City Council approve Ordinance No. 767 amending Chapter 4 of the Manor Code of Ordinances to revise the provisions governing the collection of evidentiary storage fees and authorizing the City Manager to implement necessary changes to internal policies and procedures.

Chief of Police Phipps discussed the proposed amendment ordinance.

Ordinance No. 767: An Ordinance of The City of Manor, Texas, Amending Manor Code of Ordinances Chapter 4 Business Regulations by Revising the Provisions Governing the Collection of Evidentiary Storage Fees for Vehicles Towed to the Police Department for Storage; Repealing Conflicting Ordinances; Providing for Savings and Severability Clauses; Providing for Open Meetings; and Establishing an Effective Date; and Providing a for Related Matters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Moreno to approve Ordinance No. 767 amending Chapter 4 of the Manor Code of Ordinances to revise the provisions governing the collection of evidentiary storage fees and authorizing the City Manager to implement necessary changes to internal policies and procedures.

There was no further discussion.

Motion to approve carried 7-0

9. Consideration, discussion, and possible action on an ordinance adopting regulations governing special events in the City of Manor, Texas, and providing for related matters.

The city staff recommended that the City Council approve Ordinance No. 768 adopting regulations governing special events and authorizing the City Manager to implement necessary changes to internal policies and procedures.

Heritage & Tourism Manager V. Santana discussed the proposed amendment ordinance.

Ordinance No. 768: An Ordinance of the City of Manor, Texas, Amending the Code of Ordinances of the City of Manor, Texas by Adding Article 1.15 to Chapter 1, General Provisions; Establishing Requirements for Special Events; Repealing Conflicting Ordinances; Providing for Savings and Severability Clauses; Providing for Open Meetings; and Establishing an Effective Date; and Providing For Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to approve Ordinance No. 768 adopting regulations governing special events and authorizing the City Manager to implement necessary changes to internal policies and procedures.

There was no further discussion.

Motion to approve carried 7-0

10. Consideration, discussion, and possible action on proposed amendments to City Council Rules of Procedure.

The city staff recommended that the City Council review and discuss the proposed updates to the Council Rules of Procedure, and provide any feedback or suggested changes.

A discussion was held regarding Section 3, 4, and Section 9.

Assistant City Attorney Rivera stated that the ordinance would be presented at the December 18th council meeting.

There was no action taken.

11. Consideration, discussion, and possible action on an ordinance ordering and establishing procedures for the 2024 General Runoff Election in the City of Manor to be held on Saturday, December 14, 2024 to elect the City's Mayor; providing for notice of the election; providing for Early Voting; making provisions for the conduct of the Election; and providing for other matters relating to the Election and providing an Effective Date.

The city staff recommended that the City Council approve Ordinance No. 769 ordering and establishing procedures for the 2024 General Runoff Election in the City of Manor to be held on Saturday, December 14, 2024 to elect the City's Mayor; providing for notice of the election; providing for Early Voting; making provisions for the conduct of the Election; and providing for other matters relating to the Election and providing an Effective Date.

Ordinance No. 769: An Ordinance of The City of Manor, Texas, Ordering and Establishing Procedures for the 2024 General Runoff Election in the City of Manor to Elect the Mayor; Setting the Date for the Runoff Election; Providing for Notice of the Election; Providing for Early Voting; Making Provisions for the Conduct of The Election; Providing for Other Matters Relating to the Election; and Providing an Effective Date.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua to approve Ordinance No. 769 ordering and establishing procedures for the 2024 General Runoff Election in the City of Manor to be held on Saturday, December 14, 2024 to elect the City's Mayor; providing for notice of the election; providing for Early Voting; making provisions for the conduct of the Election; and providing for other matters relating to the Election and providing an Effective Date.

There was no further discussion.

Motion to approve carried 7-0

12. Consideration, discussion, and possible action to close City Offices at 1:00 p.m. on Friday, December 20, 2024.

The city staff recommended that the City Council approve City Offices closing at 1:00 p.m. on Friday, December 20, 2024.

HR Director Vasquez discussed that the closure was due to the employee holiday luncheon.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace to approve City Offices closing at 1:00 p.m. on Friday, December 20, 2024.

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 8:41 p.m. on Wednesday, November 20, 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, Texas Government Code, to evaluate the performance and duties of the City Manager; Section 551.074 Personnel Matters – Discussion of City Manager's Employment; Section 551.074, Texas Government Code, to deliberate the evaluation of personnel in the Finance and IT departments; 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 8:41 p.m. on Wednesday, November 20, 2024.

The Executive Session was adjourned at 10:03 p.m. on Wednesday, November 20, 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 10:03 p.m. on Wednesday, November 20, 2024.

There was no further discussion and no action was taken.

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 10:03 p.m. on Wednesday, November 20, 2024.

The Manor City Council approved these minutes on the 4th day of December 2024.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

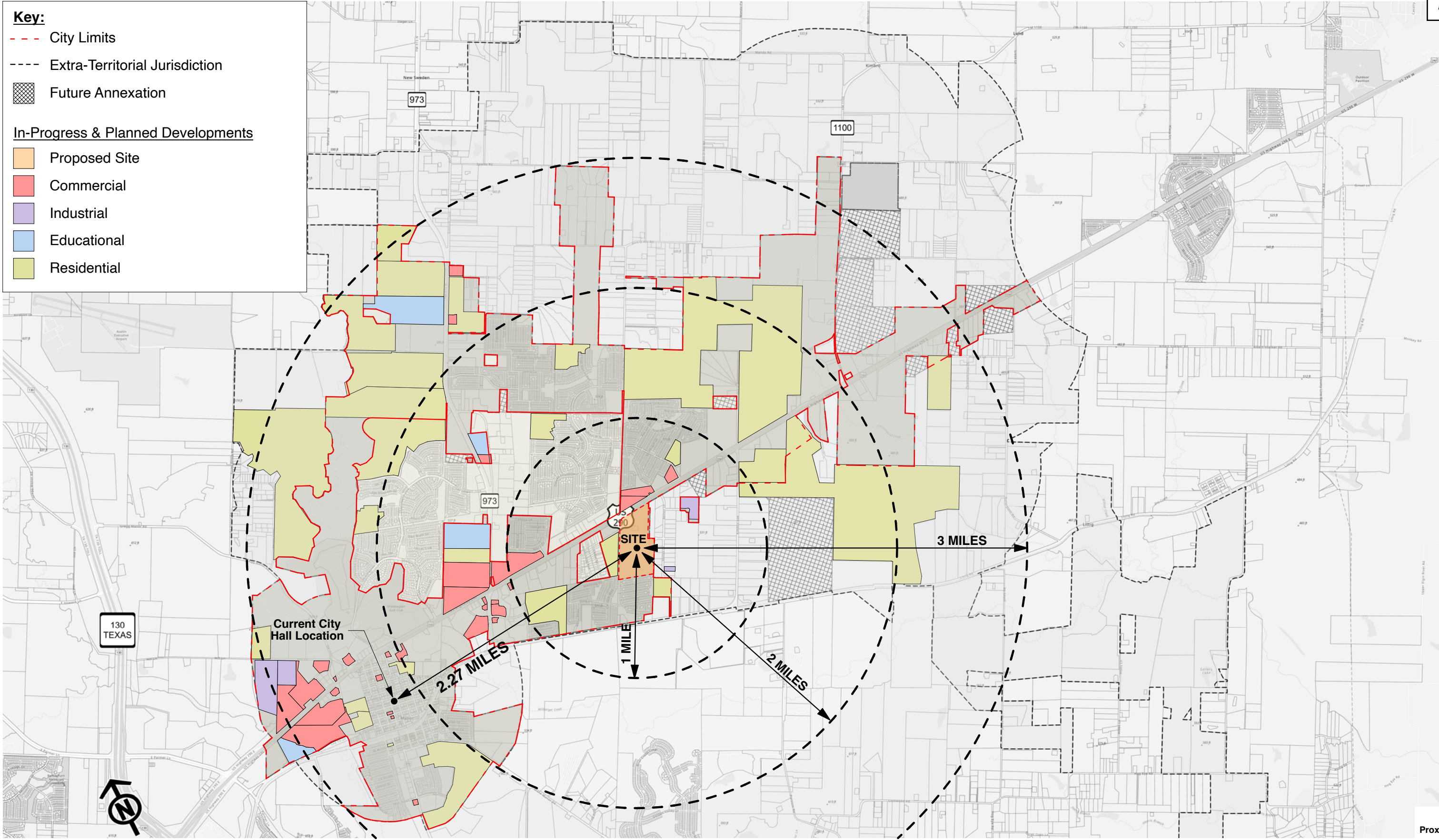
Lluvia T. Almaraz, TRMC
City Secretary



SHENANDOAH DEVELOPMENT GROUP

Manor Town Square
Development

November 20th, 2024





Context Map
11/19/24

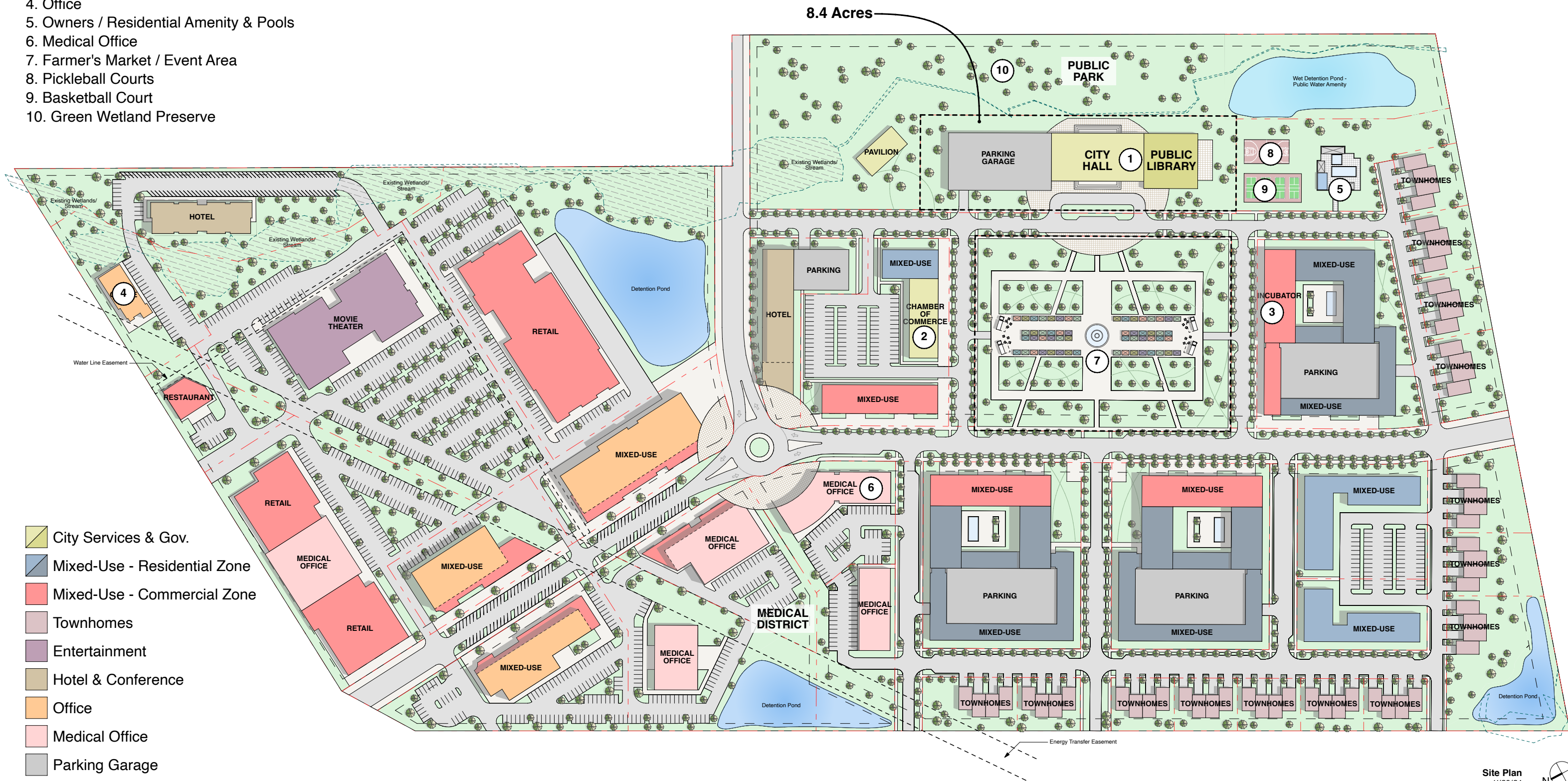


METROPOLITAN DEVELOPMENT COMPANY, LLC
Pappageorge Haymes Partners

 **SHENANDOAH DEVELOPMENT GROUP**

Key:

1. City Hall / Library
2. Chamber of Commerce
3. Incubator
4. Office
5. Owners / Residential Amenity & Pools
6. Medical Office
7. Farmer's Market / Event Area
8. Pickleball Courts
9. Basketball Court
10. Green Wetland Preserve



- City Services & Gov.
- Mixed-Use - Residential Zone
- Mixed-Use - Commercial Zone
- Townhomes
- Entertainment
- Hotel & Conference
- Office
- Medical Office
- Parking Garage



Perspective View 01
11/20/24

- City Services & Gov.
- Mixed-Use - Residential Zone
- Mixed-Use - Commercial Zone
- Townhomes
- Entertainment
- Hotel & Conference
- Office
- Medical Office
- Parking Garage



Perspective View 02
11/20/24



Perspective View 03
11/20/24



Perspective View 04
11/20/24

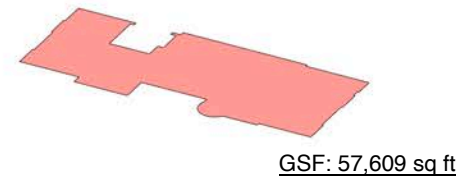


Perspective View 05
11/20/24

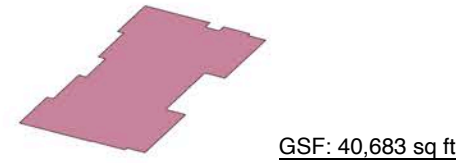


Perspective View 06
11/20/24

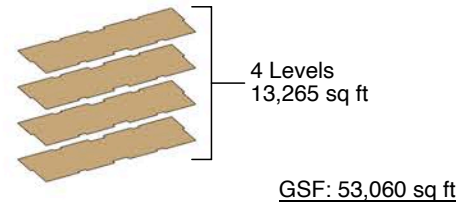
1. Retail



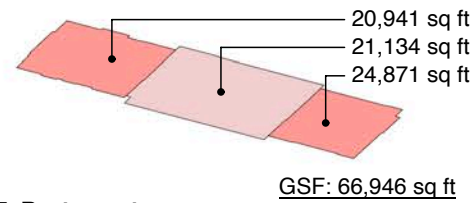
2. Movie Theater



3. Hotel



4. Retail & Medical Office



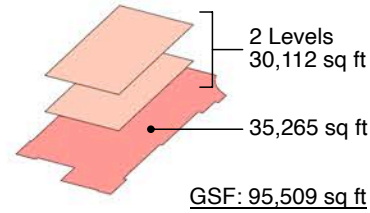
5. Restaurant



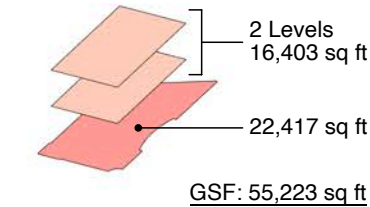
6. Office



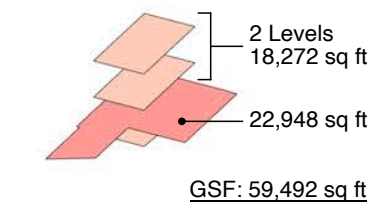
7. Retail & Office



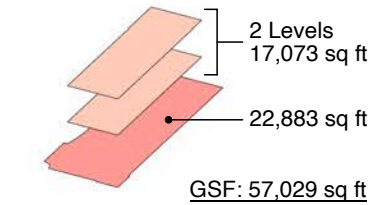
8. Retail & Office



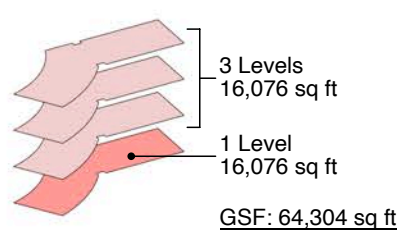
9. Retail & Medical Office



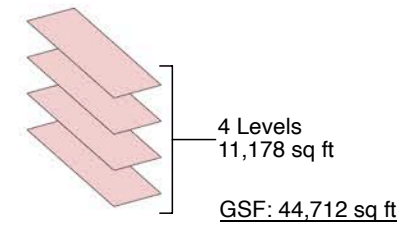
10. Retail & Office



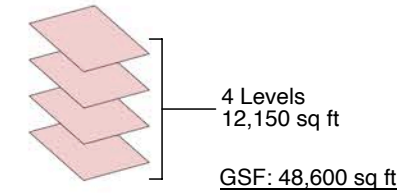
11. Retail & Medical Office



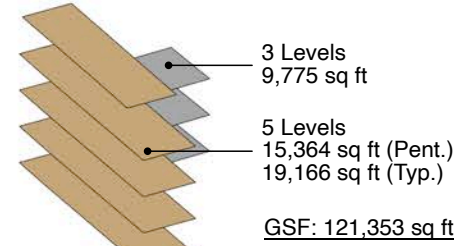
12. Medical Office



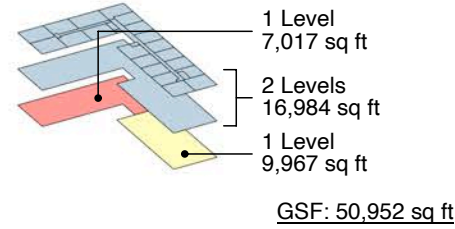
13. Medical Office



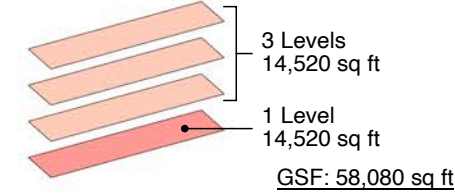
14. Hotel & Parking Garage



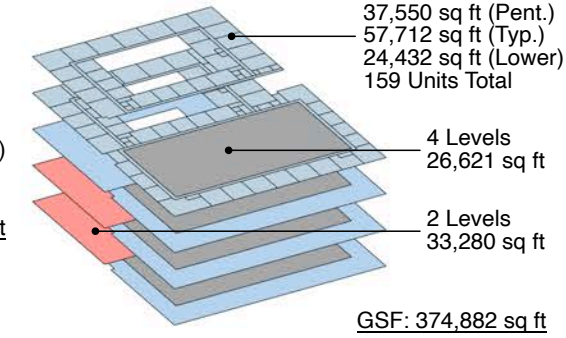
15. Chamber of Commerce, Retail & Resi.



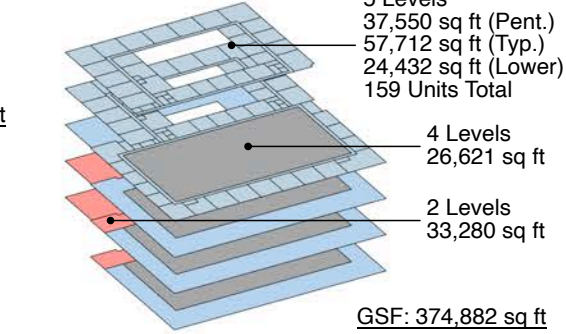
16. Retail & Office



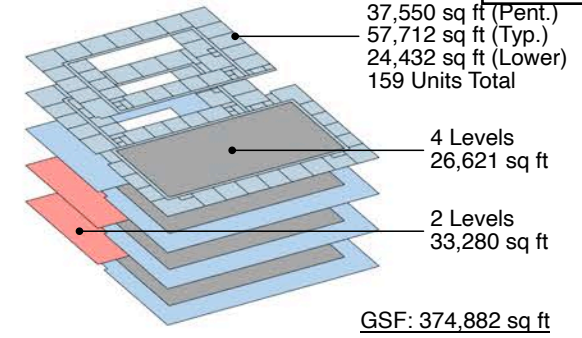
17. Office & Residential



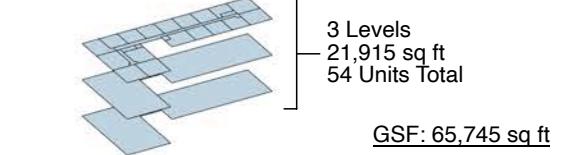
18. Office & Residential



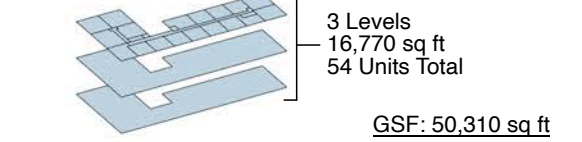
19. Office & Residential



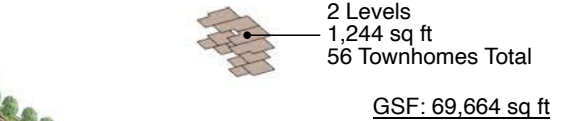
20. Residential



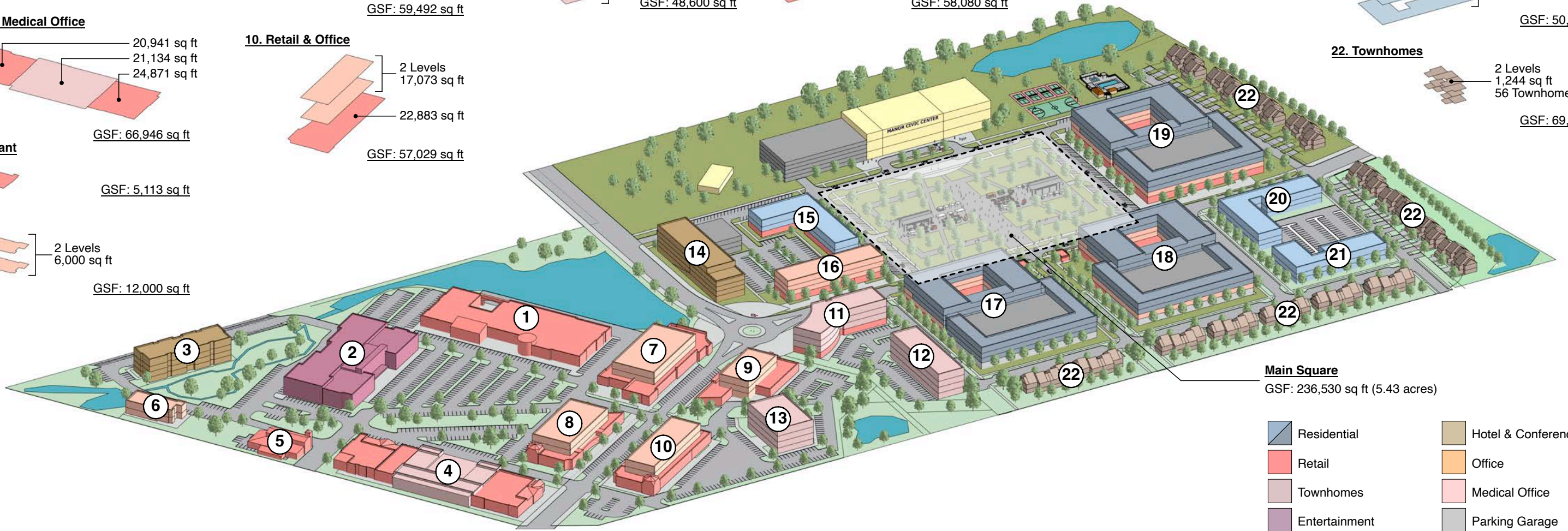
21. Residential



22. Townhomes



Item 1.



Main Square
GSF: 236,530 sq ft (5.43 acres)

- | | |
|---------------|--------------------|
| Residential | Hotel & Conference |
| Retail | Office |
| Townhomes | Medical Office |
| Entertainment | Parking Garage |

Project Data
11/20/24

AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

Travis County will be conducting the runoff election for participating entities on December 14, 2024.

Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

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

- Resolution No. 2024-38

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Resolution No. 2024-38 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.

WHEREAS, on November 20, 2024 the City Council of the City of Manor, Texas ("City Council") approved Ordinance No. 769 ordering a runoff election for the purpose of electing a Mayor by the qualified voters of the City of Manor, Texas ("City"); and

WHEREAS, the City Council wishes to contract with the Travis County Elections Administrator to conduct the City's runoff election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code*; and

WHEREAS, the City Council wishes to provide notice of the appointment of the Early Voting Ballot Board for the runoff election; and

WHEREAS, the City Council wishes to provide notice of the appointment of the Signature Verification Committee for the runoff election.

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

Section 1. Recitals. The foregoing recitals are all true and correct and are hereby approved and adopted.

Section 2. Joint Election Administration Contract. The City Council hereby approves the Joint Election Agreement attached hereto and incorporated herein as if fully set forth as **Attachment A** with the Travis County Elections Administrator.

Section 3. Notice of Appointment of Early Voting Ballot Board and Signature of Verification Committee. The City Council hereby provides notice of the appointment of the Early Voting Ballot Board and the Signature Verification Committee as provided for in **Attachment B** attached hereto and incorporated herein as if fully set forth.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 5. Effective Date. This resolution shall be effective immediately upon approval.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MANOR, TEXAS, ON THIS THE 4th DAY OF DECEMBER 2024.**

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ATTACHMENT A
(Joint Election Administration Contract)

JOINT ELECTION AGREEMENT FOR DECEMBER 14, 2024 ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on December 14, 2024. Each Participating Entity requires elections to be held on December 14, 2024 in those portions the Participating Entity's territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the December 14, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on December 14, 2024 ("Election Day") jointly for the Participating Entities' voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement. **III.**

Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the

Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado
County Clerk

Date: _____

Joint election agreement for December 14, 2024 elections

SIGNATURE PAGE

Name of Participating Entity City of Manor

Address 105 E. Eggleston St.
 Manor, TX 78653

Name of Authorized Signatory Dr. Christopher Harvey, Mayor

Signature _____

Date signed December 4, 2024

E-mail address lalmaraz@manortx.gov

ATTACHMENT B

(Notice of Appointment of Early Voting Ballot Board and Signature of Verification Committee)

Notice of Appointment of Early Voting Ballot Board & Signature Verification Committee

Notice is hereby given to the registered voters of Travis County that the following persons have been appointed to serve as Judges for the Early Voting Ballot Board for the Joint General Runoff Election to be held on December 14, 2024.

Names:

1. Nina Seaman, Presiding judge
2. Ramona Koehl, Alternate presiding judge

Notice is hereby given to the registered voters of Travis County that the following persons have been appointed to serve on the Signature Verification Committee for the Joint General Runoff Election to be held on December 14, 2024.

Names:

1. Rebecca Mullan, Chair – San Leanna, TX 78748
2. Mary Graf, Vice-Chair - Austin, TX 78731
3. Caro Dubois - Austin, TX 78758
4. Karen Gillespie - Austin, TX 78753
5. Alice King - Austin, TX 78731
6. Joyce Melugin - Austin, TX 78660
7. Janette More - Austin, TX 78731
8. Mary Anne O'Brien - Austin, TX 78758
9. Verona Thornton - Austin, TX 78724
10. Mary Tokumaru - Austin, TX 78758
11. Christiana Keeler, Austin, TX 78739
12. Cathy Cocco, Austin, TX 78759
13. Trouba Derrick, Austin, TX 78737
14. Amy Beth Hopkins, Austin, TX 78738

Signature of Appointing Authority

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Michael Burrell, Interim Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

This is a public wastewater easement being dedicated by separate instrument from the existing short form plat for what was previously intended to be the Manor RV Park. As a condition of approval on the plat, this easement must be dedicated across lot one to provide service to lots two and three before construction can commence on lot one for the Landmark at Manor East Apartments.

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

- Easement

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve 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 for the Landmark at Manor East Apartments.

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

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

WASTEWATER UTILITY EASEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

LANDMARK AT MANOR PROP HOLDINGS, LLC, a Texas limited liability company ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF MANOR, TEXAS**, a home-rule city located in Travis County, Texas ("Grantee"), a wastewater easement ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract"). The location of the Easement Tract is further detailed and depicted in Exhibit "B", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for public wastewater utility purposes, including placement, construction, installation, replacement, repair, maintenance, rebuild, relocation, removal, and operation of public wastewater utility facilities and related appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public wastewater utility facilities and related appurtenances.

DURATION OF EASEMENT:

The Easement shall be perpetual. The ten (10) foot wide temporary construction easement described in Exhibit A shall automatically expire upon the City of Manor's acceptance of the public wastewater utility facilities and related appurtenances constructed within the Easement Tract.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive. Grantor and Grantor's successors and assigns shall have the right to access the Easement Tract, provided such access complies with the City of Manor subdivision and/or site plan application process and shall have the right to use the surface of the Easement Tract for any purpose which does not conflict with the subsurface use, including but not limited to landscaping, landscaping irrigation, surface parking, and driveways, but not buildings. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.

RESTORATION/REPAIR:

Grantee agrees that the initial construction and installation of the public wastewater utility facilities and related appurtenances to be constructed within the Easement Tract shall be subject to a requirement that any damage to Grantor's then existing improvements within the Easement Tract caused by the initial construction and installation of public wastewater utility facilities by Grantee's agents or contractors shall be repaired and restored as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Tract that were removed as a result of such work. After completion and City acceptance of the initial construction of the public wastewater utility facilities and related appurtenances, Grantor agrees that restoration and repair of any damage to Grantor's improvements within the Easement Tract caused by subsequent placement, construction, installation, replacement, repair, maintenance, relocation, removal and operation of public wastewater utility facilities and related appurtenances shall be Grantor's responsibility.

BINDING EFFECT:

The covenants and terms of this Easement are covenants running with the land and shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors, and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

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

[Signature pages to follow]

In witness whereof, this instrument is executed this _____ day of _____, 2024.

GRANTOR:

LANDMARK AT MANOR PROP HOLDINGS, LLC,
a Texas limited liability company

By: Landmark at Manor Residential Holdings, LLC,
a Texas limited liability company
Its: Sole Member

By: Landmark at Manor Holdings, LLC, a Texas limited liability company
Its: General Partner

By: The EBS Revocable Trust dated December 14, 2018
Its: Sole Member
By: _____
Printed Name: Julia Baytler
As Its: Sole Trustee

THE STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of () physical presence or () online notarization, this ____ day of _____, 2024, by Julia Baytler, as Sole Trustee of The EBS Revocable Trust dated December 14, 2018, the Sole Member of Landmark at Manor Holdings, LLC, a Texas limited liability company, the General Partner of Landmark at Manor Residential Holdings, LLC, a Texas limited liability company, the Sole Member of Landmark at Manor Prop Holdings, LLC, a Texas limited liability company, on behalf of the company, who is () personally known to me or () has produced _____ as identification and who did take an oath.

(seal)

Notary Public Signature
Typed or Printed Name: _____
Notary Public in and for the State of _____
My commission expires: _____

AGREED AND ACCEPTED:**GRANTEE: City of Manor, Texas:**_____
By: Dr. Christopher Harvey, Mayor**THE STATE OF TEXAS**

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas**AFTER RECORDING RETURN TO:**

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

CONSENT OF LIENHOLDER

THE UNDERSIGNED, being the holder of a lien on the property of which the Wastewater Easement Agreement is a part, pursuant to the _____, dated _____, recorded in Document No. _____ of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Wastewater Easement Agreement and agrees that its lien is subject and subordinate to the Wastewater Easement Agreement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

NAME OF LIENHOLDER:

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF _____ **§**

COUNTY OF _____ **§**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 20 __.

(SEAL)

Notary Public-State of _____

EXHIBIT A
EASEMENT TRACT

Exhibit "A"

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.6399 ACRE (27,874 SQUARE FEET) OF LAND, BEING OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING OUT OF LOT 1, MANOR ADDITION, A SUBDIVISION RECORDED IN DOCUMENT NO. 202200036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING OUT OF A CALLED 24.0681 ACRE TRACT (BEING A PORTION OF SAID LOT 1) CONVEYED TO LANDMARK AT MANOR PROP HOLDINGS IN DOCUMENT NO. 2022116632 (O.P.R.T.C.T.), SAID 0.6399 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod found in the east line of said Lot 1, being in the east line of the remainder of a called 30.8643 acre tract conveyed to Manor RV Park, LLC in Document No. 2019179489, and being within the right-of-way of an abandoned County Road (no dedication/vacation information found), from which a leaning TxDot Type 1 concrete monument found for an angle point in the east line of said Lot 1, being an angle point in the east line of said 30.8643 acre remainder tract, bears, N61°43'23"W, a distance of 30.06 feet;

THENCE, over and across said abandoned County Road, with the east line of said Lot 1 and the east line of said 30.8643 acre remainder tract, S27°05'58"W, a distance of 222.57 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the common east corner of said 30.8643 acre remainder tract and said 24.0681 acre tract;

THENCE, in part over and across said abandoned County Road, over and across said Lot 1, with the common line of said 30.8643 acre remainder tract and said 24.0681 acre tract, S85°56'14"W, a distance of 50.15 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, in part over and across said abandoned County Road, over and across said Lot 1, and over and across said 24.0681 acre tract, S04°03'46"E, a distance of 82.93 feet to a calculated point for an angle point hereof, said point being within the right-of-way of said abandoned County Road, being in the east line of said Lot 1, also being in the east line of said 24.0681 acre tract,

THENCE, in part over and across said abandoned County Road, with the east line of said Lot 1, and with the east line of said 24.0681 acre tract, S27°05'58"W, a distance of 1,471.80 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being an angle point in the east line of said Lot 1, being an angle point in the east line of said 24.0681 acre tract, and being an angle point in the west line of a called 84.2717 acre tract (described as "Tract 1") conveyed to Manor 290 OZ Real Estate LP in Document No. 2021182435 (O.P.R.T.C.T.), and corrected in Document No. 2022056842 (O.P.R.T.C.T.);

THENCE, in part over and across said abandoned County Road, with the east line of said Lot 1, with the east line of said 24.0681 acre tract, and with the west line of said 84.2717 acre tract, S27°58'47"W, a distance of 317.86 feet to a calculated point for the southeast corner hereof, from which a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner of said Lot 1, being the southeast corner of said 24.0681 acre tract, being an angle point in the west line of said 84.2717 acre tract, and being in the north line of Lot 22, Block I, Bell Farms Phase Two-A, a subdivision recorded in Document No. 200700061 (O.P.R.T.C.T.), bears, S27°58'47"W, a distance of 16.87 feet;

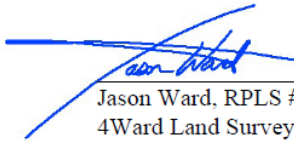
THENCE, in part over and across said abandoned County Road, over and across said Lot 1, and over and across said 24.0681 acre tract, the following four (4) courses and distances:

- 1) **N08°50'24"W**, a distance of **25.03** feet to a calculated point for an angle point hereof,
- 2) **N27°58'47"E**, a distance of **297.71** feet to a calculated point for an angle point hereof,
- 3) **N27°05'58"E**, a distance of **1,467.50** feet to a calculated point for an angle point hereof, and
- 4) **N04°03'46"W**, a distance of **78.75** feet to a calculated point for the northwest corner hereof, said point being in the common line of said 24.0681 acre tract and said 30.8643 acre remainder tract;

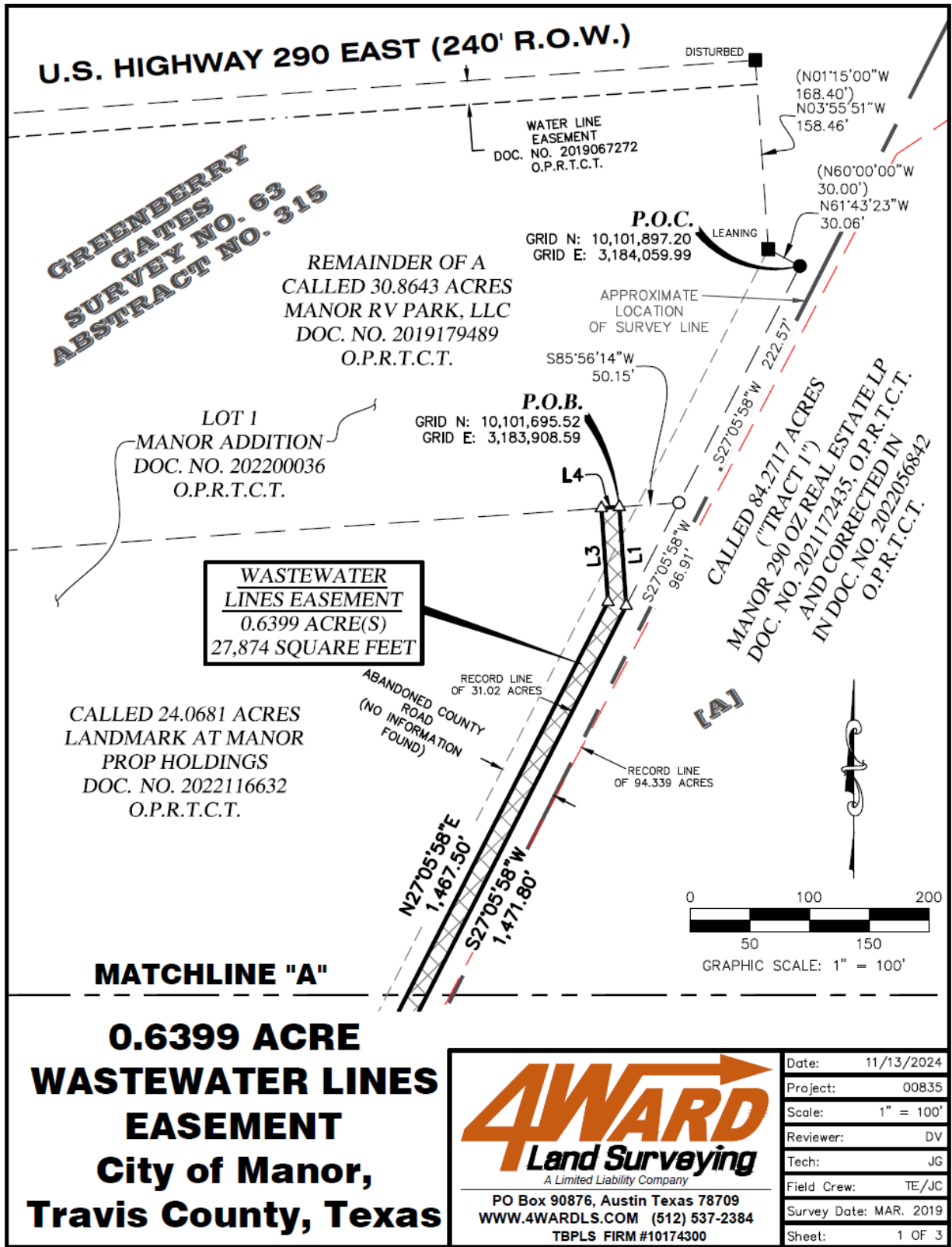
THENCE, with the common line of said 24.0681 acre tract and said 30.8643 acre remainder tract, **N85°56'14"E**, a distance of **15.00** feet to the **POINT OF BEGINNING**, and containing 0.6399 Acre (27,874 Square Feet) more or less.

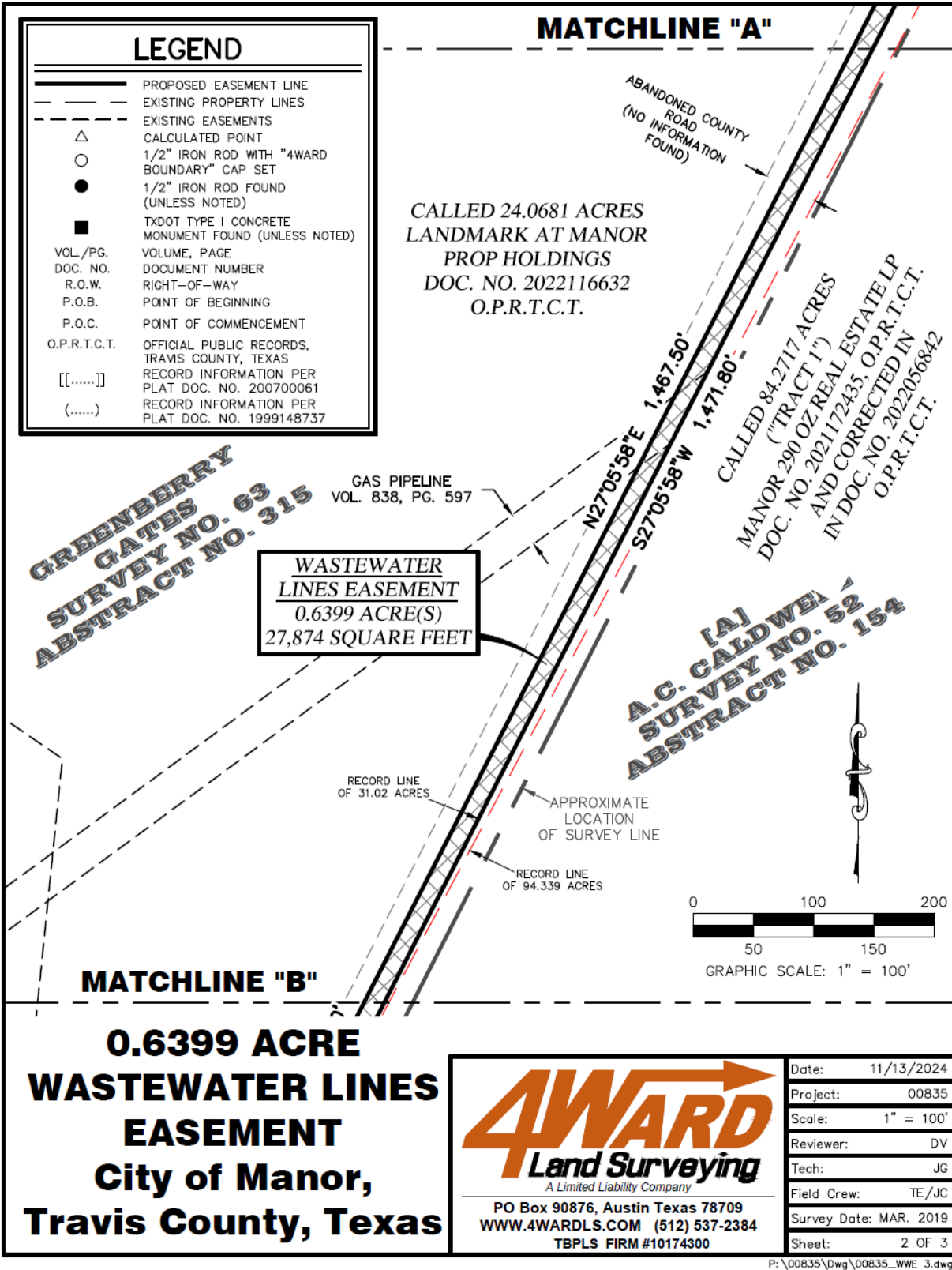
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835_WWE 3.dwg.)


 11/14/24
 Jason Ward, RPLS #5811
 4Ward Land Surveying, LLC







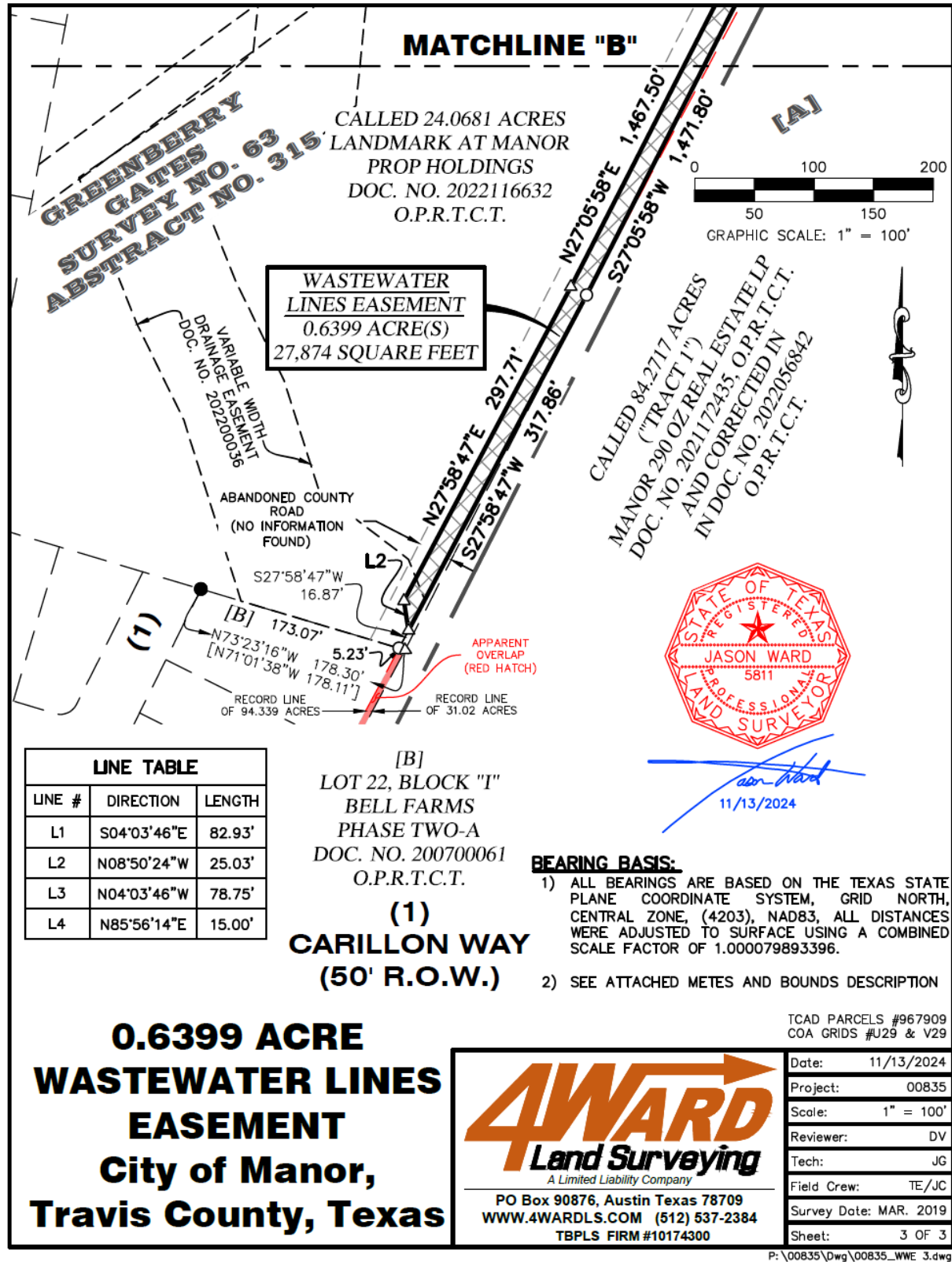


Exhibit "A"

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.4307 ACRE (18,761 SQUARE FEET) OF LAND, BEING OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING OUT OF LOT 1, MANOR ADDITION, A SUBDIVISION RECORDED IN DOCUMENT NO. 202200036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING OUT OF A CALLED 24.0681 ACRE TRACT (BEING A PORTION OF SAID LOT 1) CONVEYED TO LANDMARK AT MANOR PROP HOLDINGS IN DOCUMENT NO. 2022116632 (O.P.R.T.C.T.), SAID 0.4307 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

COMMENCING, at a 1/2-inch iron rod found in the east line of said Lot 1, being in the east line of the remainder of a called 30.8643 acre tract conveyed to Manor RV Park, LLC in Document No. 2019179489, and being within the right-of-way of an abandoned County Road (no dedication/vacation information found), from which a leaning TxDot Type 1 concrete monument found for an angle point in the east line of said Lot 1, being an angle point in the east line of said 30.8643 acre remainder tract, bears, N61°43'23"W, a distance of 30.06 feet;

THENCE, over and across said abandoned County Road, with the east line of said Lot 1 and the east line of said 30.8643 acre remainder tract, S27°05'58"W, a distance of 222.57 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the common east corner of said 30.8643 acre remainder tract and said 24.0681 acre tract;

THENCE, in part over and across said abandoned County Road, over and across said Lot 1, with the common line of said 30.8643 acre remainder tract and said 24.0681 acre tract, S85°56'14"W, a distance of 65.15 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, in part over and across said abandoned County Road, over and across said Lot 1, and over and across said 24.0681 acre tract, the following four (4) courses and distances:

- 1) S04°03'46"E, a distance of 78.75 feet to a calculated point for an angle point hereof,
- 2) S27°05'58"W, a distance of 1,467.50 feet to a calculated point for an angle point hereof,
- 3) S27°58'47"W, a distance of 297.71 feet to a calculated point for an angle point hereof, and
- 4) S08°50'24"E, a distance of 25.03 feet to a calculated point for an angle point hereof, said point being in the east line of said Lot 1, being in the east line of said 24.0681 acre tract, and being in the west line of a called 84.2717 acre tract (described as "Tract 1") conveyed to Manor 290 OZ Real Estate LP in Document No. 2021182435 (O.P.R.T.C.T.), and corrected in Document No. 2022056842 (O.P.R.T.C.T.);

THENCE, over and across said abandoned County Road, with the east line of said Lot 1, with the east line of said 24.0681 acre tract, and being in the west line of said 84.2717 acre tract, S27°58'47"W, a distance of 16.69 feet to a calculated point for the south corner hereof, from which a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner of said Lot 1, being the southeast corner of said 24.0681 acre tract, being an angle point in the west line of said 84.2717 acre tract, and being in the north line of Lot 22, Block I, Bell Farms Phase Two-A, a subdivision recorded in Document No. 200700061 (O.P.R.T.C.T.), bears, S27°58'47"W, a distance of 0.19 feet;

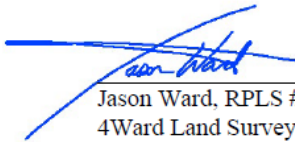
THENCE, in part over and across said abandoned County Road, over and across said Lot 1, and over and across said 24.0681 acre tract, the following four (4) courses and distances:

- 1) N08°50'24"W, a distance of 41.72 feet to a calculated point for an angle point hereof,
- 2) N27°58'47"E, a distance of 300.96 feet to a calculated point for an angle point hereof,
- 3) N27°05'58"E, a distance of 1,464.64 feet to a calculated point for an angle point hereof, and
- 4) N04°03'46"W, a distance of 75.96 feet to a calculated point for the northwest corner hereof, said point being in the common line of said 24.0681 acre tract and said 30.8643 acre remainder tract;

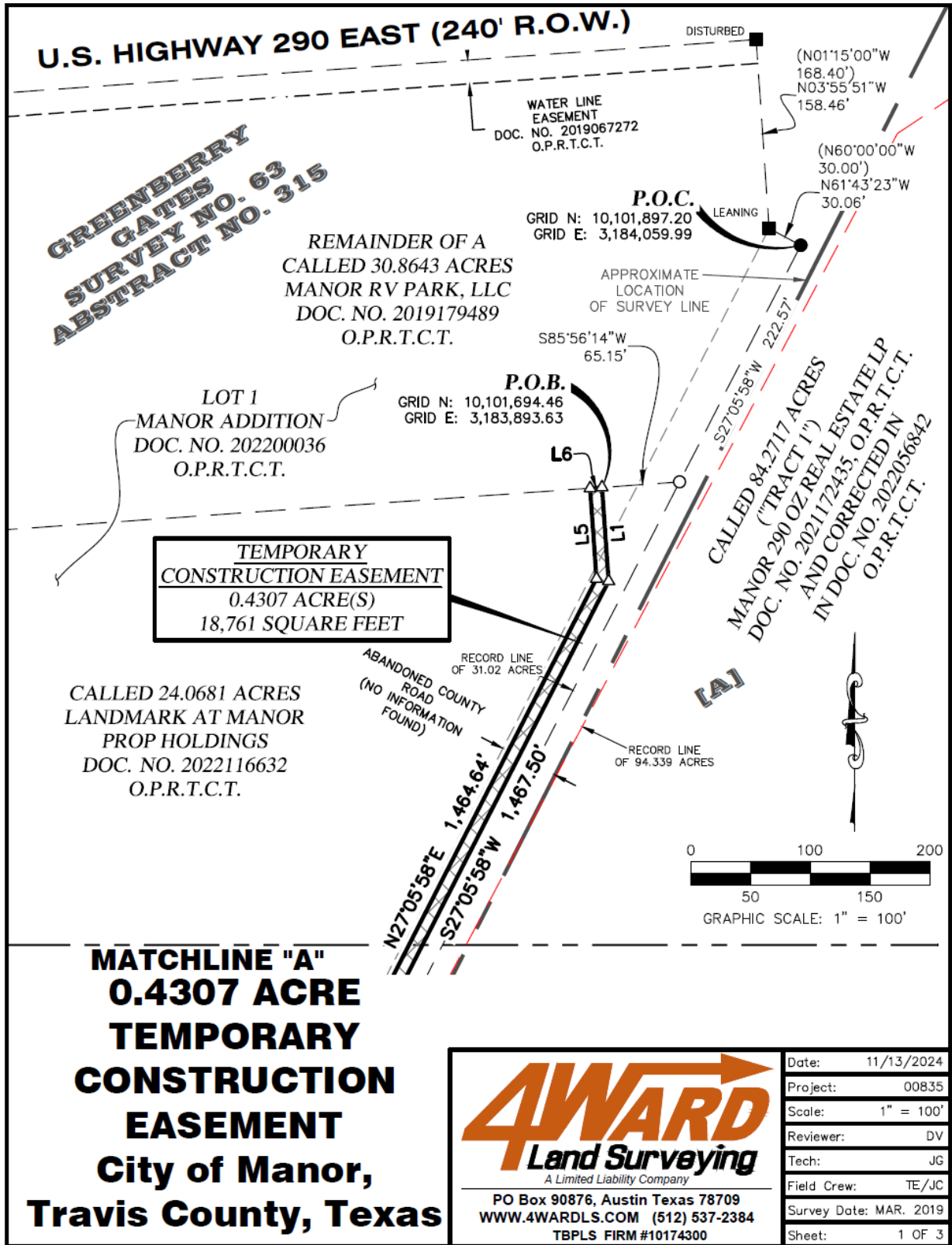
THENCE, over and across said Lot 1, and with the common line of said 24.0681 acre tract and said 30.8643 acre remainder tract, N85°56'14"E, a distance of 10.00 feet to the **POINT OF BEGINNING**, and containing 0.4307 Acre (18,761 Square Feet) more or less.

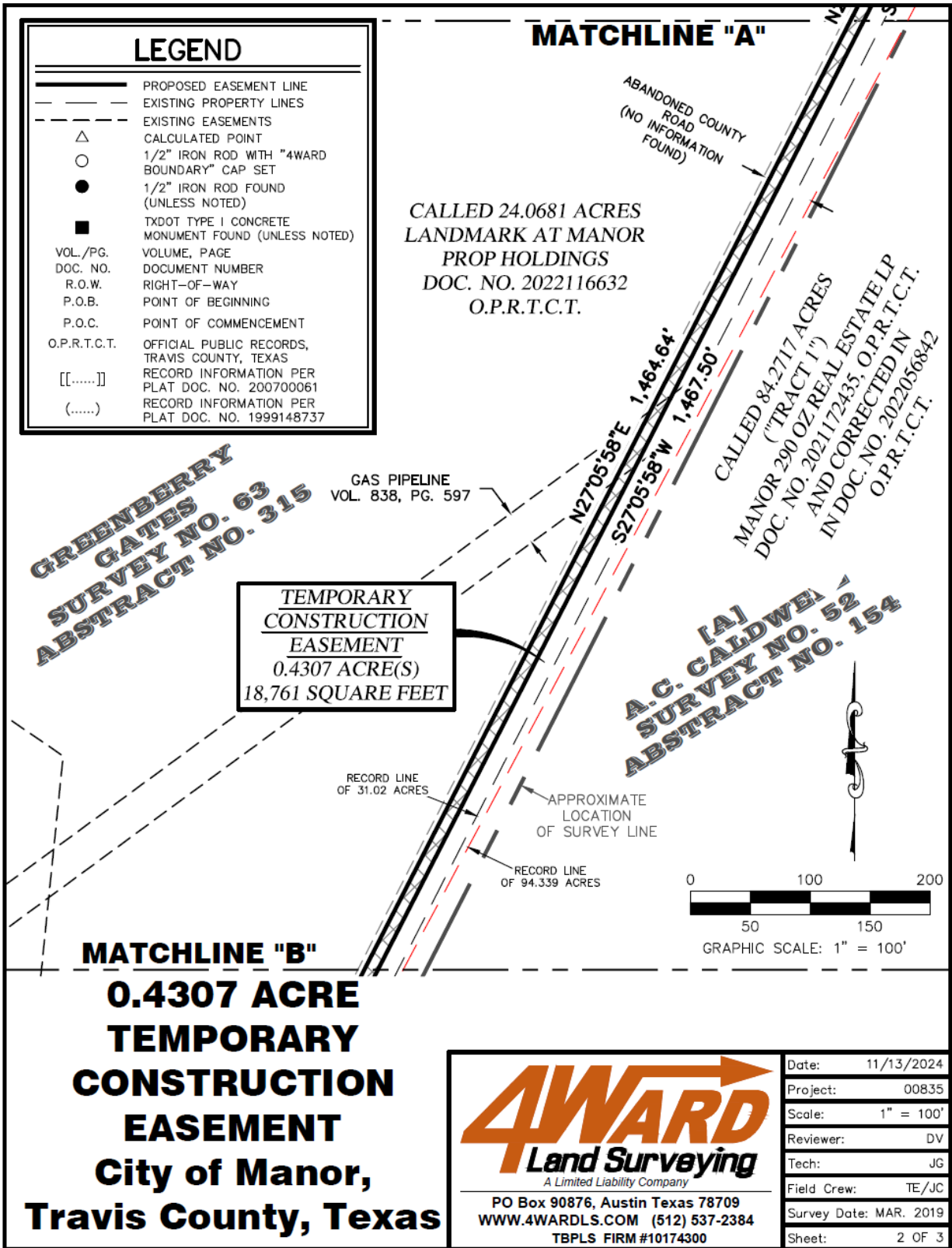
Notes:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835_TCE.dwg.)


 11/14/24
 Jason Ward, RPLS #5811
 4Ward Land Surveying, LLC







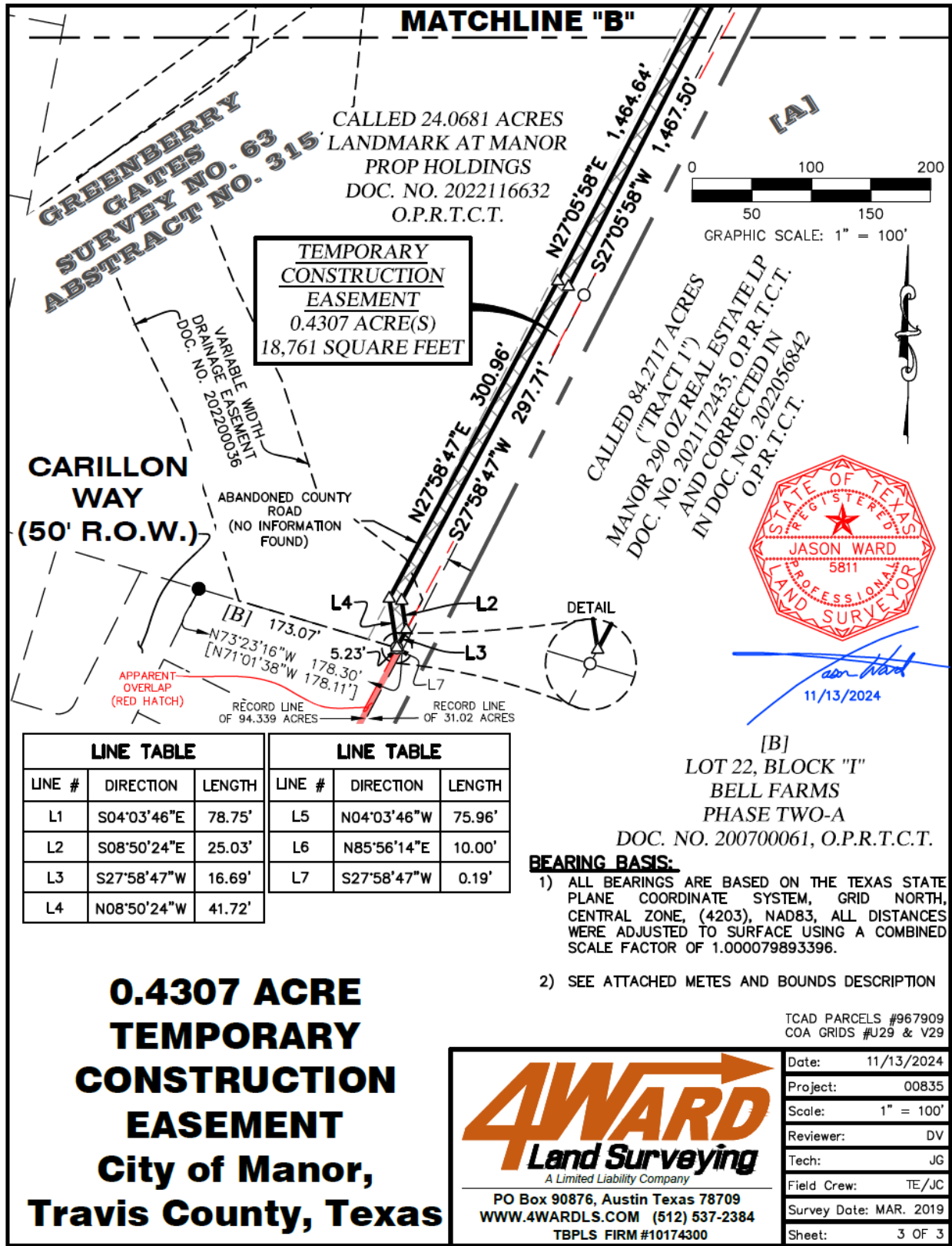


EXHIBIT B
DEPICTION OF LOCATION OF EASEMENT TRACT

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Michael Burrell, Interim Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

This is a permanent wastewater easement for Manor Commons SW lots 7C-1B and 7C-1C.

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

- Wastewater Easement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve 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.

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

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

WASTEWATER UTILITY EASEMENT

DATE: November ____, 2024

GRANTOR: GREENVIEW MANOR COMMONS SW, LP.

GRANTOR'S MAILING ADDRESS (including County):

501 Vale St.
Austin, Travis County, Texas 78716

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS (including County):

**105 E. Eggleston Street
Manor, Travis County, Texas 78653**

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

PROPERTY:

A Fifteen Foot (15') Wide wastewater utility easement being a 0.088 acres of land over and across a portion of Lot 7C-1B and 7C-1C, Block A, Short Form final Plat of Manor Commons SW establishing Lot 7C-1A, Lot 7C-1B and Lot 7C-1C, Block A, Replat of Short Form Final Plat of Manor Commons SW establishing Lot 7C-1 and Lot 7C-2, Block A, Replat of Short Form Plat establishing Lot 7B and 7C, Block A, according to the Plat Thereof recorded in Document No. 202400015 of the Official Public Records of Travis County, Texas, said tract being more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for wastewater mains, lines and pipes, and for the supplying of wastewater service in, upon, under and across the

PROPERTY more fully described and as shown in Exhibit “A” attached hereto (the “Wastewater Utility Easement”).

This Wastewater Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee’s use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee’s use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee’s rights hereunder.
2. Grantee shall restore the surface of Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Property that were removed as a result of such work.
3. This Wastewater Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

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

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE**’s successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Wastewater Utility Easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

[Signature Page Follows]

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

GRANTOR:

Barth Timmermann

GREENVIEW MANOR COMMONS SW, LP

501 Vale St.

Austin, Texas 78716

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Barth Timmermann, _____ of Greenview Manor Commons SW, LP on behalf of said limited partnership.

(SEAL)

Notary Public, State of _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT A
PROPERTY DESCRIPTION
[see attached]

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700
 1904 FORTVIEW ROAD
 AUSTIN, TX 78704
 TELEPHONE: (512) 442-0990
 E-mail: survey@hciaustin.com

October 21, 2024

DESCRIPTION OF 0.088 ACRE OF LAND, BEING A WASTEWATER EASEMENT OVER AND ACROSS A PORTION OF LOT 7C-1B AND LOT 7C-1C, BLOCK A, SHORT FORM FINAL PLAT OF MANOR COMMONS SW ESTABLISHING LOT 7C-1A, LOT 7C-1B AND LOT 7C-1C, BLOCK A, REPLAT OF SHORT FORM FINAL PLAT OF MANOR COMMONS SW ESTABLISHING LOT 7C-1 AND LOT 7C-2, BLOCK A, REPLAT OF SHORT FORM PLAT OF MANOR COMMONS SW ESTABLISHING LOT 7B AND 7C, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 202400015 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS.

BEGINNING FOR REFERENCE at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the intersection of the Northwest right-of-way line of FM. Highway 973 and the Northeast right-of-way line of Ring Road, a variable width private roadway, same being the most Southerly corner of Lot 7C-1C, Block A, Short Form Final Plat of Manor Commons SW Establishing Lot 7C-1A, Lot 7C-1B and Lot 7C-1C, Block A, Replat of Short Form Final Plat of Manor Commons SW Establishing Lot 7C-1 and Lot 7C-2, Block A, Replat of Short Form Plat of Manor Commons SW Establishing Lot 7B And 7C, Block A, according to the map or plat thereof recorded in Document No. 202400015 of the Official Public Records of Travis County, Texas, also being the Northeast corner of the remainder of that (certain 82.254 acre) tract of land and conveyed to Terrell Timmermann by Special Warranty Deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas;

THENCE leaving the Northwest right-of-way line of FM. Highway 973, with the Southwest line of said Lot 7C-1C, same being the Northeast line of the remainder of said (82.254 acre) Timmermann tract and being the Northeast right-of-way line of Ring Road, the following two (2) courses:

- 1.) N 67 deg. 28'16" W 182.10 ft. to a MAG nail with washer imprinted "JPH" found in concrete at a point of curvature;
- 2.) Along a curve to the right with a radius of 620.00 ft. for an arc length of 30.93 ft. and which chord bears, N 65 deg. 36'13" W 30.93 ft. to a calculated point for the Southeast corner and the **PLACE OF BEGINNING** of the herein described easement;

0.088 Acre – Wastewater Easement

End of Page 1 of 2

0.088 Acre – Wastewater Easement

Page 2 of 2

- 1.) **THENCE** continuing with the Southwest line of said Lot 7C-1C, the Northeast line of the remainder of said (82.254 acre) Timmermann tract and the Northeast right-of-way line of Ring Road, along a curve to the right with a radius of 620.00 ft. for an arc length of 15.04 ft. and which chord bears, **N 63 deg. 28'45" W 15.04 ft.** to a calculated point for the Southwest corner of the herein described easement, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of said Lot 7C-1C bears, **N 62 deg. 41'40" W 1.94 ft.** (chord bearing and distance);

THENCE leaving the Northeast line of the remainder of said (82.254 acre) Timmermann tract and crossing through the interior of said Lot 7C-1C and entering the interior of Lot 7C-1B, the following two (2) courses:

- 1.) **N 30 deg. 47'51" E 96.53 ft.** to a calculated point;
- 2.) **N 28 deg. 41'28" E 164.65 ft.** to a calculated point in the West line of an existing Public Utility Easement as set forth in the plat recorded in Document No. 201500112, and being the most Northwestern corner of the herein described easement, from which a MAG nail with washer found at the Northwest corner of said Lot 7C-1B bears, **N 21 deg. 18'28" E 48.94 ft.** (direct tie);

THENCE continuing through the interior of said Lot 7C-1B, with the West and South lines of said existing Public Utility Easement, the following two (2) courses:

- 1.) **S 04 deg. 22'13" E 11.51 ft.** to a calculated point;
- 2.) **N 85 deg. 37'47" E 10.41 ft.** to a calculated point on the South line of said existing Public Utility Easement, for the most Northeasterly corner of the herein described easement;

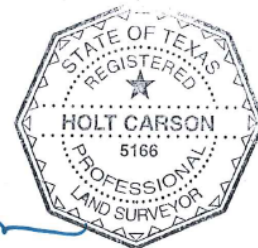
THENCE leaving the South line of said existing Public Utility Easement and continuing through the interior of said Lot 7C-1B and re-crossing the interior of Lot 7C-1C, the following two (2) courses:

- 1.) **S 28 deg. 41'28" W 160.96 ft.** to a calculated point;
- 2.) **S 30 deg. 47'51" W 95.69 ft.** to the **PLACE OF BEGINNING** and containing **0.088 acre** of land.

PREPARED: October 21, 2024

Holt Carson

Registered Professional Land Surveyor No. 5166
reference map: C 1123078



BEARING BASIS:

Orientation for this survey is based upon the State Plane Coordinate System (4203 - Texas Central Zone) Combined Scale Factor 0.99992587. All distances shown hereon are surface values.

Legend

- ✱ Calculated Point
- ◇ ½" Iron Rod Found with plastic cap imprinted with "Holt Carson, Inc."
- ◀ MAG Nail Found with washer "JPH"
- ⊙ MAG Nail Found with washer

CURVE DATA

| (C1) | (C2) | (C3) |
|-----------------|-----------------|-----------------|
| Δ= 2°51'31" | Δ= 0°10'46" | Δ= 1°23'24" |
| R= 620.00' | R= 620.00' | R= 620.00' |
| T= 15.47' | T= 0.97' | T= 7.52' |
| C= 30.93' | C= 1.94' | C= 15.04' |
| A= 30.93' | A= 1.94' | A= 15.04' |
| CB= N65°36'13"W | CB= N62°41'40"W | CB= N63°28'45"W |

NUMBERED COURSES

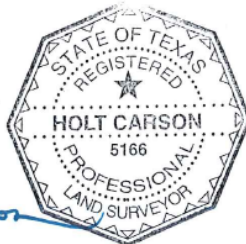
| | |
|----|-------------------------|
| L1 | N 30°47'51" E - 96.53' |
| L2 | N 28°41'28" E - 164.65' |
| L3 | N 21°18'28" E - 48.94' |
| L4 | S 04°22'13" E - 11.51' |
| L5 | N 85°37'47" E - 10.41' |
| L6 | S 28°41'28" W - 160.96' |
| L7 | S 30°47'51" W - 95.69' |

SKETCH TO ACCOMPANY DESCRIPTION OF:

0.088 ACRE OF LAND BEING A WASTEWATER EASEMENT OVER AND ACROSS A PORTION OF LOT 7C-1B, AND LOT 7C-1C, BLOCK A, SHORT FORM FINAL PLAT OF MANOR COMMONS SW ESTABLISHING LOT 7C-1A, LOT 7C-1B AND LOT 7C-1C, BLOCK A, REPLAT OF SHORT FORM FINAL PLAT OF MANOR COMMONS SW ESTABLISHING LOT 7C-1 AND LOT 7C-2, BLOCK A, REPLAT OF SHORT FORM PLAT OF MANOR COMMONS SW ESTABLISHING LOT 7B AND 7C, BLOCK A, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 202400015 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOTS HAVING BEEN CONVEYED TO GREENVIEW MANOR COMMONS SW, LP, BY SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NO. 2015139479 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

Prepared: October 21, 2024.

BY

Holt Carson
Registered Professional Land Surveyor No. 5166

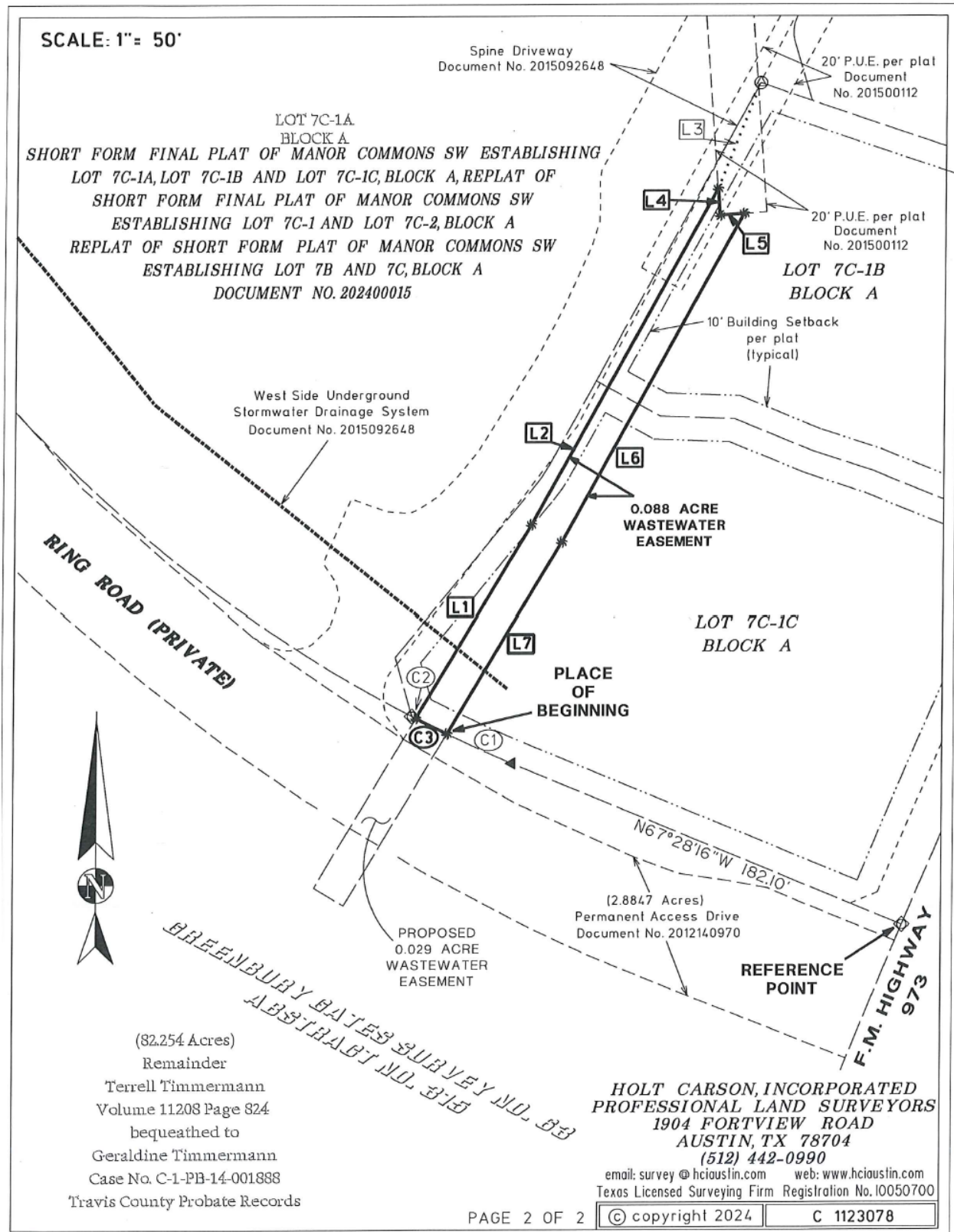
HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

email: survey@hciaustin.com web: www.hciaustin.com
Texas Licensed Surveying Firm Registration No. 10050700

PAGE 1 OF 2

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C 1123078



AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Michael Burrell, Interim Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

This is a permanent wastewater easement for Manor Commons SW development and a part of the Lot 7C-1C and 7C-2C wastewater easement.

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

- Wastewater Easement

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve a 0.029 acre, more or less, Wastewater Easement out of the Greenbury Gates Survey No. 63, Abstract 315, in Travis County, Texas.

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

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

WASTEWATER UTILITY EASEMENT

DATE: November ____, 2024

GRANTOR: ESTATE OF GERALDINE TIMMERMAN

GRANTOR'S MAILING ADDRESS (including County):

501 Vale St.
Austin, Travis County, Texas 78746

GRANTEE: **City of Manor, Texas**

GRANTEE'S MAILING ADDRESS (including County):

**105 E. Eggleston Street
Manor, Travis County, Texas 78653**

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

PROPERTY:

A Fifteen Foot (15') Wide wastewater utility easement being 0.029 acres, more or less, out of the Greenbury Gates Survey No. 63, Abstract 315, in Travis County, Texas, over and across a portion of the remainder of that certain 82.254 Acre tract of land as conveyed to Terrell Timmermann, by Special Warranty Deed recorded in Volume 11208, Page 824 of the Official Public Records of Travis County, Texas, said tract being more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully transcribed herein.

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

This Wastewater Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property. Grantor shall be responsible for the cost of replacing such improvements in the event the Grantee removes or alters the improvement to exercise Grantee's rights hereunder.
2. Grantee shall restore the surface of Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Property that were removed as a result of such work.
3. This Wastewater Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Travis County, Texas, or apparent on the ground.

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

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the Wastewater Utility Easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

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

[Signature Page Follows]

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

GRANTOR:

Barth Timmermann

ESTATE OF GERALDINE TIMMERMAN

501 Vale St.

Austin, Texas 78716

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, as legal representative for the Estate of Geraldine Timmermann

(SEAL)

Notary Public, State of _____

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

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

EXHIBIT A
PROPERTY DESCRIPTION
[see attached]

HOLT CARSON, INCORPORATED

PROFESSIONAL LAND SURVEYORS

Texas Licensed Surveying Firm Registration No. 10050700

1904 FORTVIEW ROAD

AUSTIN, TX 78704

TELEPHONE: (512) 442-0990

E-mail: survey@hciaustin.com

October 21, 2024

DESCRIPTION OF 0.029 ACRE OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING A WASTEWATER EASEMENT OVER AND ACROSS A PORTION OF THE REMAINDER OF THAT CERTAIN (82.254 ACRE) TRACT OF LAND AS CONVEYED TO TERRELL TIMMERMAN, BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 11208, PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT HAVING BEEN BEQUEATHED TO GERALDINE TIMMERMAN AS SET FORTH IN THE LAST WILL AND TESTAMENT OF TERRELL TIMMERMAN, RECORDED IN CASE NO. C-1-PB-14-001888 OF THE PROBATE RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS.

BEGINNING FOR REFERENCE at a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the intersection of the Northwest right-of-way line of FM. Highway 973 and the Northeast right-of-way line of Ring Road, a variable width private roadway, same being the most Southerly corner of Lot 7C-1C, Block A, Short Form Final Plat of Manor Commons SW Establishing Lot 7C-1A, Lot 7C-1B and Lot 7C-1C, Block A, Replat of Short Form Final Plat of Manor Commons SW Establishing Lot 7C-1 and Lot 7C-2, Block A, Replat of Short Form Plat of Manor Commons SW Establishing Lot 7B and 7C, Block A, according to the map or plat thereof recorded in Document No. 202400015 of the Official Public Records of Travis County, Texas, also being the Northeast corner of the remainder of that (certain 82.254 acre) tract of land and conveyed to Terrell Timmermann by Special Warranty Deed recorded in Volume 11208, Page 824 of the Real Property Records of Travis County, Texas;

THENCE leaving the Northwest right-of-way line of FM. Highway 973, with the Southwest line of said Lot 7C-1C, same being the Northeast line of the remainder of said (82.254 acre) Timmermann tract and being the Northeast right-of-way line of Ring Road, the following two (2) courses:

- 1.) N 67 deg. 28'16" W 182.10 ft. to a MAG nail with washer imprinted "JPH" found in concrete at a point of curvature;
- 2.) Along a curve to the right with a radius of 620.00 ft. for an arc length of 30.93 ft. and which chord bears, N 65 deg. 36'13" W 30.93 ft. to a calculated point for the Northeast corner and the **PLACE OF BEGINNING** of the herein described easement;

0.029 Acre – Wastewater Easement

End of Page 1 of 2

0.029 Acre – Wastewater Easement

Page 2 of 2

THENCE leaving the Southwest line of said Lot 7C-1C and crossing through the interior of the remainder of said (82.254 acre) Timmermann tract, the following three (3) courses:

- 1.) **S 30 deg. 47'51" W 86.14 ft.** to a calculated point at the Southeast corner of the herein described easement;
- 2.) **N 59 deg. 12'09" W 15.00 ft.** to a calculated point at the Southwest corner of the herein described easement
- 3.) **N 30 deg. 47'51" E 85.02 ft.** to a calculated point in the Southwest line of said Lot 7C-1C, same being a point in the Northeast line of the remainder of said (82.254 acre) Timmermann tract and being the Northwest corner of the herein described easement, from which a ½" iron rod with a plastic cap imprinted "Holt Carson, Inc." found at the Southwest corner of said Lot 7C-1C bears, **N 62 deg. 41'40" W 1.94 ft.** (chord bearing and distance);

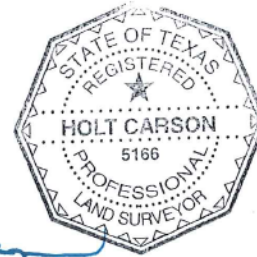
THENCE with the Southwest line of said Lot 7C-1C, same being the Northeast line of the remainder of said (82.254 acre) Timmermann tract, along a curve to the left with a radius of 620.00 ft. for an arc length of 15.04 ft. and which chord bears, **S 63 deg. 28'45" E 15.04 ft.** to the **PLACE OF BEGINNING** and containing **0.029 acre** of land.

PREPARED: October 21, 2024

Holt Carson

Registered Professional Land Surveyor No. 5166

reference map: C 1123078



BEARING BASIS:
Orientation for this survey is based upon the State Plane Coordinate System
(4203 - Texas Central Zone) Combined Scale Factor 0.99992587. All distances
shown hereon are surface values.

— Legend —

- ✱ Calculated Point
- ◇ ½" Iron Rod Found with plastic cap
imprinted with "Holt Carson, Inc."
- ◀ MAG Nail Found with washer "JPH"
- ⊙ MAG Nail Found with washer

CURVE DATA

| (C1) | (C2) | (C3) |
|-----------------|-----------------|-----------------|
| Δ= 2°51'31" | Δ= 0°10'46" | Δ= 1°23'24" |
| R= 620.00' | R= 620.00' | R= 620.00' |
| T= 15.47' | T= 0.97' | T= 7.52' |
| C= 30.93' | C= 1.94' | C= 15.04' |
| A= 30.93' | A= 1.94' | A= 15.04' |
| CB= N65°36'13"W | CB= N62°41'40"W | CB= S63°28'45"E |

SKETCH TO ACCOMPANY DESCRIPTION OF:

0.029 ACRE OF LAND, OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315,
IN TRAVIS COUNTY, TEXAS, AND BEING A WASTEWATER EASEMENT OVER AND ACROSS A
PORTION OF THE REMAINDER OF THAT CERTAIN (82.254 ACRE) TRACT OF LAND AS CONVEYED
TO TERRELL TIMMERMANN BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 11208,
PAGE 824 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT
HAVING BEEN BEQUEATHED TO GERALDINE TIMMERMANN AS SET FORTH IN THE LAST WILL
AND TESTAMENT OF TERRELL TIMMERMANN, RECORDED IN CASE NO. C-1-PB-14-001888 OF THE
PROBATE RECORDS OF TRAVIS COUNTY, TEXAS.

Prepared: October 21, 2024.

BY



Holt Carson
Registered Professional Land Surveyor No. 5166

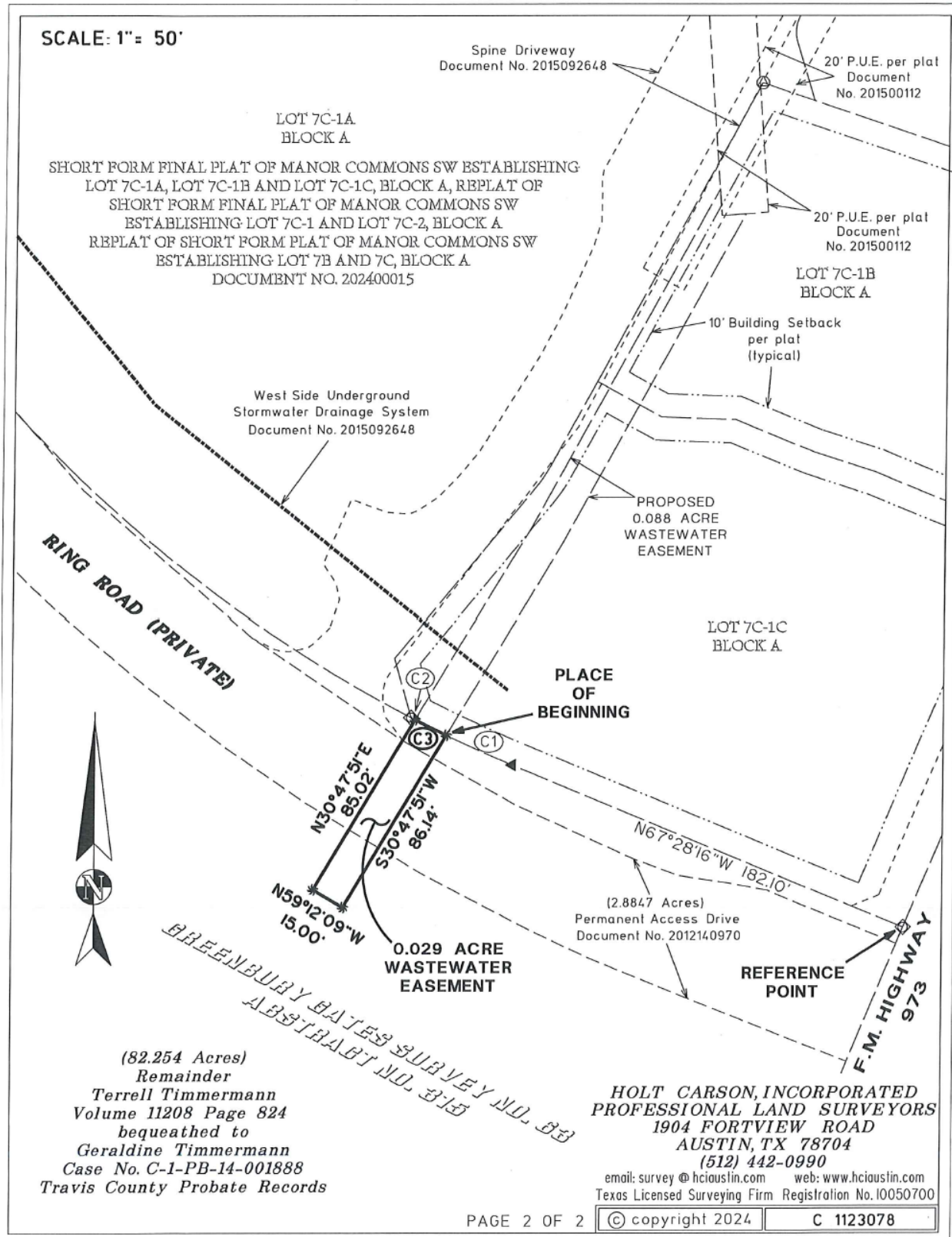
PAGE 1 OF 2

HOLT CARSON, INCORPORATED
PROFESSIONAL LAND SURVEYORS
1904 FORTVIEW ROAD
AUSTIN, TX 78704
(512) 442-0990

email: survey@hciaustin.com web: www.hciaustin.com
Texas Licensed Surveying Firm Registration No. 10050700

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C 1123078



AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Tracey Vasquez
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City staff recommends adding an IT Specialist II position to the current Pay Scale. The Information Technology Specialist II is under the direction of the Information Technology Director and evaluates, recommends, acquires, and installs hardware and software; coordinates service, installation, and maintenance by vendors; and is a point of contact for vendors, City staff, and others experiencing technological issues. IT Specialist II is also considered the website administrator for the City of Manor. They will train website users, teach other staff to maintain the departmental sites and maintain the city web page content and links. As the City of Manor continues to grow more positions are becoming more relevant to day-to-day operations in representing the city and collaborating with outside resources, public agencies, and the community. Information Technology is one of the fastest-growing departmental needs for the city.

Compared to the current budget, the additional cost for this position is \$3,120.00 per year.

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

- Job Description
- PayScale Position Chart

STAFF RECOMMENDATION:

The City staff recommends that the City Council approve the IT Specialist II position and Pay Scale as presented.



Information Technology Specialist II Job Description

The Information Technology Specialist II is under the direction of the Information Technology Director and evaluates, recommends, acquires, and installs hardware and software; coordinates service, installation, and maintenance by vendors; and is a point of contact for vendors, City staff, and others experiencing technological issues. IT Specialist II is also considered the website administrator for the City of Manor.

Reports to:

IT Director

Hourly Rate:

\$29.37

Exempt:

No

Essential Functions:

NOTE: Regular attendance is considered an Essential Function for this position.

Duties include, but are not limited, to:

- Supports City staff and departments in using personal computers, telecommunication, and network hardware and software; troubleshoots hardware and software problems; installs computer, telecommunication, and network hardware and software.
- Assist in developing and implementing a comprehensive computer, telecommunication, and network maintenance program.
- Assists in coordinating information systems activities, including upgrades, network use, shared databases, systems services, and maintenance.
- Analyze information system needs; make recommendations for acquisitions, modifications, and applications on a project, department, or staff basis.
- Trains City staff in using information systems applications; recommends training programs for specific applications.
- Assist in the coordination of City information systems applications with outside sources.
- Maintains accurate records and documentation; prepares reports as required.
- Maintains an inventory of surplus equipment and supplies; disposes of surplus equipment and supplies following established City policies and procedures.
- Research, compile, and analyze complex data and problems; provide technical and administrative reports; prepare written correspondence as necessary; provide periodic reports on activities; attend departmental, interdepartmental, project, and user group meetings as required.
- Performs related work as assigned.
- Keep web page content and links up to date.
- Find and fix web page problems.

- Experience with Windows operating systems 7 through 11 and Apple MacOS.
- Train website users and teach other staff to maintain their departmental sites.
- Maintain and update the website to stay current with internet standards and regulations.
- Optimize web pages for search engines and links.
- Create and document guidelines for website contributors.
- Test and track site performance to ensure it meets planned functionality.

Qualification Requirements:

- Knowledge of computers, telecommunication, and network systems and their business applications; trends in information systems technologies relative to City business applications; software applications for business usage; methods, tools, and techniques of systems hardware and software evaluation, implementation, documentation, troubleshooting, and repair.
- Knowledge of principles and practices of records management and data storage and retrieval.
- Knowledge of laws and regulations governing computer systems usage and operation.
- Skill in installing, maintaining, and operating personal and minicomputers, networks, and associated software; troubleshooting and determining hardware and software problems.
- Typical administrative practices and processes associated with local government offices or functions or possess the ability to acquire and put such knowledge into practice.
- General computer operations, specifically familiarity with Microsoft Office365 software.
- Office machines include scanners, printers, computers, copiers, fax machines, and office practices and procedures.
- Able to maintain a pleasant and courteous demeanor working in a fast-paced environment.
- Establish and maintain an effective working relationship with all levels of management, City officials, vendors, other employees, and the public.
- Communicate effectively in person, by telephone, and by e-mail with all levels of management, City officials, vendors, other employees, and the public.
- Meet deadlines and perform multiple tasks under pressure
- Effectively respond to a stressful or high-pressure environment.
- Work in a multitasking environment.
- Basic ability to read and requires the basic knowledge of grammar and spelling.
- Basic math to calculate fees and work hours, sufficient math to complete reports, and basic bookkeeping skills.
- Able to perform multiple tasks efficiently and apply knowledge of procedures to fulfill essential job duties.
- Ability to organize, prioritize, and do office work with minimal supervision.
- Maintain a professional appearance and attire.

Education/Experience Required:

- High School diploma/GED required.
- Two (2) years of experience in computer science or any equivalent combination of education, training, and knowledge that demonstrates the ability to perform the position's duties.
- Must be able to pass a background investigation and criminal history check.
- CompTIA A+ certification within six (6) months of employment.
- CompTIA Security + certification within the first year of employment.
- Comp TIA Network+ certification with the first year of employment.

Other Requirements:

- Valid Texas Class C Driver's License with a satisfactory driving record, as defined by City policy.
- Proof of citizenship and/or eligibility to legally work in the United States.
- Must submit to and pass a pre-employment drug test.

Preferred Certification:

- First Aid and CPR/AED

Supervisory Responsibilities:

No

Working Conditions:

The work conditions described here are representative of those encountered by an employee while performing the essential functions of this position. Reasonable accommodation may be made to enable individuals with disabilities to perform basic functions.

- A portion of work occurs outdoors in extreme temperatures, including heat, cold, temperature swings, and inclement weather. Subject to sunburn and other sun exposure-related incidents.
- May include flexible hours, including weekends, holidays, and some after-hours work or overtime work in response to emergencies and On-Call rotation.
- Stressful situations are inherent to this position.
- Work may occasionally require travel, including overnight stays, involving training and conducting City business.

Physical Requirements:

The physical requirements described here represent those that an employee must meet to perform the essential functions of this position successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

- Must be able to sit or stand for long periods answering phones, performing keyboarding, computer work, and other administrative work.
- Must possess general manual dexterity to operate computers and office machines, perform filing or other office functions, and reach with hands or arms.
- Must be able to move about the office, bend or stoop, crawl in narrow crawl spaces, work in tight/cramp spaces, and use stepstools and step-ladders to store and retrieve items of various sizes, shapes, and forms weighing up to 50 pounds.
- Must discern wire colors and see small text and number labels on wiring and circuitry.
- Must be able to handle stressful situations.
- Must possess mental acuity for attention to accuracy and detail.
- Must hear in the normal audio range with or without correction.

Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

This description reflects management's assignment of essential functions; it does not prescribe or restrict the tasks that may be assigned.

This job description is subject to change at any time.

City of Manor is committed to compliance with the American Disabilities Act & Accommodations Act. If you require reasonable accommodation during the application process or have a question regarding an essential job function, please contact the Human Resources Department at (512) 272-5555.

The City of Manor is an Equal Opportunity Employer

Employee Name: _____ Date: _____

HR Director : _____ Date: _____

[illegible]

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024

PREPARED BY: Tyler Shows, E.I.T.

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

This proposed change order includes the cost difference of using 3/8 Type F pipe bedding instead of 1 ¼" pipe bedding, as well as the true-up quantities.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney

FISCAL IMPACT: Yes

PRESENTATION: Yes

ATTACHMENTS: Yes

- Change Order No. 1
- Memorandum

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Change Order No. 1 to the construction contract for the Cottonwood Creek West Tributary Wastewater Main with Santa Clara Construction in the amount of \$26,185.68.

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



CHANGE ORDER

ORDER NO.: 1
DATE: 12/4/2024
AGREEMENT DATE: 11/15/2023

NAME OF PROJECT: Cottonwood Creek West Tributary Wastewater Main Extension
OWNER: City of Manor

CONTRACTOR: Santa Clara Construction, LTD

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1– Add 1 LS Change Order Item C.O. 1-1, Price difference for using 3/8 Type F Pipe bedding instead of 1 1/4" pipe bedding @ \$21,037.68/LS = \$21,037.68

Item No. 2 – Add Change Order Item, C.O 1-2, An additional 8LF of boring for a 30" Steel encasement pipe including the 15" SDR-26 Wastewater line @ \$700/LF = \$5,600.00

Item No. 3 – Add Change Order Deduct Item, C.O 1-3, A deduction of 8LF 15" SDR-26 wastewater line @ \$100/LF = (\$800.00)

Item No. 4 - Add Change Order Item, C.O 1-4, An additional 4LF of 12" SDR-26 wastewater line @ \$87/LF = \$348.00

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$2,533,379.00

The CONTRACT PRICE due to this CHANGE ORDER will be **INCREASED** by: \$26,185.68.


The new CONTRACT PRICE including this CHANGE ORDER will be: \$2,559,564.68

There will be no change to CONTRACT TIME:

3. Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Rebecca Howley, P.E.
Engineer

Signed: 

Ordered by: _____
Dr. Christopher Harvey, Mayor
Owner City of Manor

Signed: _____

Accepted by: Mak Sexton

Signed: 

Santa Clara Construction, Ltd.
Change Proposal Request / Claim

8/14/2024

DESCRIPTION: Pricing difference for the required 3/8 Type F pipe bedding.

| Labor: | Quantity | Hours | Hrly Rate | Total |
|------------------|-----------------|--------------|------------------|--------------|
| | | | \$ | - |
| Subtotal: | | | \$ | - |

| Material: | Quantity (Ton) | Unit Price | Total |
|------------------|-----------------------|-------------------|----------------|
| 3/8 Type F | 5573.08 | \$ 15.95 | \$ 88,890.63 |
| 1 1/4" | -5573.08 | \$ 12.70 | \$ (70,778.12) |
| | | | \$ - |
| Subtotal: | | | \$ 18,112.51 |

| Equipment: | Days | Hrly Rate | Total |
|-------------------|-------------|------------------|--------------|
| | | \$ - | \$ - |
| | | | \$ - |
| Subtotal: | | | \$ - |

| Sub: | Quantity | Unit | Unit Price | Total |
|------------------|-----------------|-------------|-------------------|--------------|
| | | | | \$ - |
| Subtotal: | | | | \$ - |

| Summary | | | |
|--------------------|-----|--|---------------------|
| Labor | | | \$ - |
| Labor P & O | 0% | | \$ - |
| Material | | | \$ 18,112.51 |
| Material P & O | 15% | | \$ 2,716.88 |
| Equipment | | | \$ - |
| Equipment P & O | 0% | | \$ - |
| Subcontract | | | \$ - |
| Sub P & O | 0% | | \$ - |
| Bond | 1% | | \$ 208.29 |
| Total Price | | | \$ 21,037.68 |

INVOICE

Item 7.



TEXAS CRUSHED STONE COMPANY

FED. IDENT - #74-1058852

GEORGETOWN

AUSTIN

HOUSTON

P.O. BOX 1000 • GEORGETOWN, TEXAS 78627-1000 • (512) 863-5511 / 255-4405 / (800) 772-8272

| CUST. NO. | CUST. ORDER, P.O. REQ., JOB NO. | DIV. | TCS. ORD | SHIPPED FROM | INVOICE DATE | INVOICE NO. |
|-----------|---------------------------------|------|----------|--------------|--------------|-------------|
| 8040 | MANOR J#280 | 4 | 388 | FOB FELD | 1/30/24 | 3024 |

| | | | | |
|--------------------------------|---|-------|--------------------------------|---|
| S O L D T O | Santa Clara Construc 9811 Anderson Mill R Suite 201 Austin, TX | 78750 | S H I P T O | Santa Clara Construc MAK 12449 JOHNSON RD |
|--------------------------------|---|-------|--------------------------------|---|

| DATE SHIPPED | CARRIER | DESCRIPTION | CODE | POUNDS | UNITS | UNIT PRICE | AMOUNT |
|--------------|---------|-------------|------|--------|-------|------------|--------|
|--------------|---------|-------------|------|--------|-------|------------|--------|

01-29 YOUR TRUCK 3/8"-7 MESH TYPE F 265 85.69

TOTAL TON 85.69 15.950 1366.76

SALES TAX .06250 85.42

THANK YOU

TOTAL \$1452.18

NET 30 DAYS

| | | | | | |
|-------------|-------|-------------|-------|-------------|-------|
| Ticket Trk. | Tons | Ticket Trk. | Tons | Ticket Trk. | Tons |
| 20940 8031 | 21.17 | 21118 7996 | 21.35 | 21295 8031 | 21.36 |
| 21366 7996 | 21.81 | | | | |

www.texascrushedstoneco.com

RECEIVED

FEB 01 2024

THIS INVOICE DUE AND PAYABLE AT P.O. BOX 1000
IN GEORGETOWN WILLIAMSON COUNTY, TEXAS, 78627-1000.

TOTAL AMOUNT DUE 15 DAYS AFTER DIS
DATE; 10% INTEREST CHARGED THERE 334

INVOICE

Item 7.



TEXAS CRUSHED STONE COMPANY

FED. IDENT - #74-1058852

GEORGETOWN

AUSTIN

HOUSTON

P.O. BOX 1000 • GEORGETOWN, TEXAS 78627-1000 • (512) 863-5511 / 255-4405 / (800) 772-8272

| CUST. NO. | CUST. ORDER, P.O. REQ., JOB NO. | DIV. | TCS. ORD. | SHIPPED FROM | INVOICE DATE | INVOICE NO. |
|-----------|---------------------------------|------|-----------|--------------|--------------|-------------|
| 8040 | PRE PAID | 4 | 038 | FOB FELD | 1/04/24 | 250 |

| | | | | |
|--------------------------------|---|-------|--------------------------------|--|
| S O L D T O | Santa Clara Construc 9811 Anderson Mill R Suite 201 Austin, TX | 78750 | S H I P T O | Santa Clara Construc DIEGO <div style="background-color: black; width: 200px; height: 15px; margin-top: 5px;"></div> |
|--------------------------------|---|-------|--------------------------------|--|

| DATE SHIPPED | CARRIER | DESCRIPTION | CODE | POUNDS | UNITS | UNIT PRICE | AMOUNT |
|--------------|---------|-------------|------|--------|-------|------------|--------|
|--------------|---------|-------------|------|--------|-------|------------|--------|

01-03 YOUR TRUCK 1 1/4"-3/8" CON AGG. 567 16.99

TOTAL TON 16.99 12.700 215.77

SALES TAX .06250 13.49

THANK YOU TOTAL \$229.26

NET 30 DAYS

| | | | | | |
|-------------|-------|-------------|-------|-------------|-------|
| Ticket Trk. | Tons | Ticket Trk. | Tons | Ticket Trk. | Tons |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 2508 1959 | 16.99 | | | | |

www.texascrushedstoneco.com

RECEIVED

JAN 09 2024

THIS INVOICE DUE AND PAYABLE AT P.O. BOX 1000
IN GEORGETOWN WILLIAMSON COUNTY, TEXAS, 78627-1000.

TOTAL AMOUNT DUE 15 DAYS AFTER DIS
DATE; 10% INTEREST CHARGED THERE

335

Santa Clara Construction, Ltd.
Change Proposal Request / Claim

11/4/2024

DESCRIPTION: Pricing for the additonal 8' added to Bore 2 (Johnson Rd).

| Labor: | Quantity | Hours | Hrly Rate | Total |
|----------------------|----------------------|--------------|-------------------|-----------------|
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Material: | Quantity (LF) | | Unit Price | Total |
| 30" Steel Encasement | 8 | \$ | 700.00 | \$ 5,600.00 |
| | | | \$ | - |
| | | | \$ | - |
| Subtotal: | | | \$ | 5,600.00 |
| Equipment: | Days | | Hrly Rate | Total |
| | | \$ | - | \$ - |
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Sub: | Quantity | Unit | Unit Price | Total |
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Summary | | | | |
| Labor | | | \$ | - |
| Labor P & O | 0% | | \$ | - |
| Material | | | \$ | 5,600.00 |
| Material P & O | 0% | | \$ | - |
| Equipment | | | \$ | - |
| Equipment P & O | 0% | | \$ | - |
| Subcontract | | | \$ | - |
| Sub P & O | 0% | | \$ | - |
| Bond | 0% | | \$ | - |
| Total Price | | | \$ | 5,600.00 |

Santa Clara Construction, Ltd.
Change Proposal Request / Claim

11/4/2024

DESCRIPTION: Pricing for the additional LF necessary to move MH A36 away from property line.

| Labor: | Quantity | Hours | Hrly Rate | Total |
|--------------------|----------------------|--------------|-------------------|---------------|
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Material: | Quantity (LF) | | Unit Price | Total |
| 12" SDR-26 WW Line | 4 | \$ | 87.00 | \$ 348.00 |
| | | | \$ | - |
| | | | \$ | - |
| Subtotal: | | | \$ | 348.00 |
| Equipment: | Days | | Hrly Rate | Total |
| | | \$ | - | \$ - |
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Sub: | Quantity | Unit | Unit Price | Total |
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Summary | | | | |
| Labor | | | \$ | - |
| Labor P & O | 0% | | \$ | - |
| Material | | | \$ | 348.00 |
| Material P & O | 0% | | \$ | - |
| Equipment | | | \$ | - |
| Equipment P & O | 0% | | \$ | - |
| Subcontract | | | \$ | - |
| Sub P & O | 0% | | \$ | - |
| Bond | 0% | | \$ | - |
| Total Price | | | \$ | 348.00 |

Santa Clara Construction, Ltd.
Change Proposal Request / Claim

11/11/2024

DESCRIPTION: Pricing for the deduction of 8LF of 15" SDR 26 due to the additional 8LF of boring.

| Labor: | Quantity | Hours | Hrly Rate | Total |
|--------------------|----------------------|--------------|-------------------|-----------------|
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Material: | Quantity (LF) | | Unit Price | Total |
| 15" SDR-26 WW Line | 8 | \$ | (100.00) | \$ (800.00) |
| | | | \$ | - |
| | | | \$ | - |
| Subtotal: | | | \$ | (800.00) |
| Equipment: | Days | | Hrly Rate | Total |
| | | \$ | - | \$ - |
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Sub: | Quantity | Unit | Unit Price | Total |
| | | | \$ | - |
| Subtotal: | | | \$ | - |
| Summary | | | | |
| Labor | | | \$ | - |
| Labor P & O | 0% | | \$ | - |
| Material | | | \$ | (800.00) |
| Material P & O | 0% | | \$ | - |
| Equipment | | | \$ | - |
| Equipment P & O | 0% | | \$ | - |
| Subcontract | | | \$ | - |
| Sub P & O | 0% | | \$ | - |
| Bond | 0% | | \$ | - |
| Total Price | | | \$ | (800.00) |

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Frank T. Phelan, P.E.
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND AND SUMMARY:

This proposal is for professional engineering services for upgrade and expansion of the existing GIS infrastructure. The City currently maintains one (1) license of ESRI ArcMap used by the Development Services Department. The Public Works and Development Services Departments have identified the need to upgrade the current ESRI software and provide more City staff with the ability to leverage the power of GIS. The proposed project would create three new user accounts allowing Public Works Department staff to actively access data currently only available in paper format. Data used by the Public Works and Development Services Departments will be incorporated into web maps and web mapping applications that allow staff to interact with data from the office or while in the field. Training will be provided to ensure staff understand how to utilize the software and developed applications.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Yes
PRESENTATION: Yes
ATTACHMENTS: Yes

- SOW No. 41

STAFF RECOMMENDATION:

The city staff recommends 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.

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

Statement of Work

TO MASTER SERVICES AGREEMENT

Statement of Work to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as GBA, dated October 7, 2020.

Through this SOW, CITY hereby authorizes GBA to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Professional Engineering Services for Geographic Information System (GIS) infrastructure improvements including additional software licenses, revisions to the current ArcGIS Online (AGO) organization, data consolidation, development of web maps and web mapping applications, and associated training for CITY staff.

SCOPE OF SERVICES:

TASK 1: ADMINISTRATION

SUBTASK 1: Project Management/Oversight.

SUBTASK 2: Invoices (4).

TASK 2: ArcGIS Online Account Setup and Data Processing

SUBTASK 1: Purchase and Set Up User Accounts: GBA will purchase two (2) ESRI ArcGIS Pro Creator User licenses, one (1) Mobile Worker User license, and 1,000 ArcGIS Online (AGO) credits that will allow CITY to store the necessary data and provide CITY staff the ability to interact with the data from the field or in the office.

SUBTASK 2: Geodatabase and ArcGIS Online Data Creation: Authoritative datasets for CITY will be identified and aggregated into enterprise geodatabases based on CITY department and/or data type. This will create a single source of truth for Public Works and Development Services data and reduce the time spent updating and accessing the data.

SUBTASK 3: Partnered Collaboration Setup: GBA will create a collaboration between CITY and GBA AGO accounts. The collaboration will allow data and other content to be shared quickly, efficiently, and securely.

SUBTASK 4: Develop Web Maps/Apps: GBA will develop one (1) view-only and one (1) editable web mapping application for the Public Works and Development Services departments, respectively. This will allow staff with AGO accounts to interact with content and establish the basis for a future asset management program.

TASK 3: Public Works/Development Services GIS Training

SUBTASK 1: Training Material Preparation: GBA will develop training material to give CITY staff an overview of the new AGO environment, best practices, and other suggestions for proper system use.

SUBTASK 2: Training Class: GBA will conduct one (1) 2-hour training workshop to explain the system, answer questions, and ensure that CITY staff can successfully leverage AGO daily.

PROJECT ASSUMPTIONS:

1. CITY IT staff will provide GBA administrative access to the previously established AGO account.
2. All AGO licenses and credit purchases will be approved as requested under Task 1 and purchased through the CITY ESRI account.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Any service not specifically listed.
2. Future geodatabase schema updates/revisions.
3. Schema and/or attribute updates to existing datasets.
4. The development or addition of new features/datasets.

COMPENSATION:

| | |
|---------------------------|------------------|
| TASK 1 FEE: | \$ 1,900 |
| TASK 2 FEE: | \$ 12,800 |
| TASK 3 FEE: | \$ 1,400 |
| AGO LICENSES AND CREDITS: | \$ 3,900 |
| TOTAL: | \$ 20,000 |



CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____
Dr. Christopher Harvey, Mayor

Date: 12/4/2024

By: Frank T. Phelan _____

Date: 11/15/2024 _____

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

Applicant Stephen Miller completed the City's Application for Assistance, provided all of the materials and completed all of the steps required of the Guidelines, including meeting with me and the SBDC. The location of his insurance agency is 310 W Murray St. in Manor. His rent has been verified through his lease with his lessor and he qualifies for the maximum \$750.00 per month for the first 6 months, declining balance thereafter rental assistance.

The City Staff has reviewed the application and supporting documents of the applying business and verified the business is located within the Manor City Limits.

LEGAL REVIEW: No
FISCAL IMPACT: Significant, through services offered to clients
PRESENTATION: No
ATTACHMENTS: Yes

- Rental Assistance Application

STAFF RECOMMENDATION:

The City Staff recommends 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 landlord is received by City.



**Manor Economic Development
Rental Assistance Program Incentive**

Application for Assistance

PURPOSE

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

APPLICANT

Name of Applicant: Stephen Miller State Farm

Location of Business: 310 W Murray St Ste 100 Manor, TX 78653

Description of Business: State Farm Insurance Agency providing insurance & financial services products

Phone: [REDACTED] Mobile: [REDACTED]

Fax Number: N/A

Email of Applicant: [REDACTED]

Permanent Mailing Address of Applicant: 2401 Sorin St Unit 1117S Austin, TX 78723

Federal Tax ID Number: [REDACTED]

Applicant's Business Background: I worked 5 years as an insurance agent in Baton Rouge, LA under a State Farm agent. I am a first-time business & agency owner.

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

Rental Assistance applied for: \$7,499

Number of Months: 12 Months

LEASE INFORMATION

Location of Leased Space: 310 W Murray St Ste 100 Manor, TX 78653

Lease Start Date: 11/01/2024 Lease Expiration Date: 11/30/2027

Monthly Rent: \$4,500 Utilities Included in Rent (Y/N): Y

Square Feet Leased: 1,500

PROPERTY OWNER INFORMATION

Name of Property Owner: Carilu Castelan

Address of Property Owner: 310 W Murray St Manor, TX 78653

Mailing Address (if different) : _____

City: Manor State: TX Zip Code: 78653

Telephone Number: [REDACTED] Mobile Number: [REDACTED]

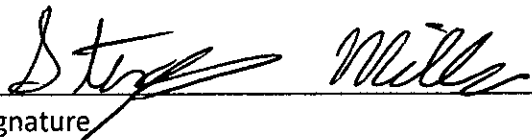
Email Address: [REDACTED]

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

If yes, explain: _____

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

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


Signature

09/30/2024
Date

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

For Internal Purposes:

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

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Scott Jones, Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The Rental Assistance Program was created by City Council to provide rent assistance to eligible new or expanding brick and mortar businesses that are located or will be located in the City of Manor. This applicant submitted the completed application to the Economic Development Department including all information required by the Rental Assistance Program Guidelines. The applicant was granted the first six months' rental assistance, up to \$750.00 of the applicant's monthly rental payments for the first 6 months, and was asked to come back and re-apply for the balance of the program's assistance after that to see how the business was doing. The applicant can report on the business' success, and is here to apply for the balance of the program's incentives, which consists of decreasing amounts of rental assistance months 7 - 12 by 11.5% each month as illustrated in the Manor Community Development Rental Assistance Program Guidelines.

| | | |
|----|----------|--------|
| 7 | \$664.00 | 44.25% |
| 8 | \$587.00 | 39.16% |
| 9 | \$520.00 | 34.66% |
| 10 | \$460.00 | 30.67% |
| 11 | \$407.00 | 27.14% |
| 12 | \$360.00 | 24.01% |

| | |
|-------|------------|
| Total | \$2,998.00 |
|-------|------------|

The first six months of which was granted to the business on June 17, 2024. The City Staff has reviewed the application and supporting documents of the applying business, verified the business is located within the Manor City Limits.

LEGAL REVIEW: Yes, Deron Henry, Associate Attorney
FISCAL IMPACT: Yes, services rendered assist the economy and create jobs
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

The city staff recommends 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.

AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Scott Jones, Economic Development Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

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.

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 resolution calls for a public hearing, notice, and the preparation of a preliminary reinvestment zone project and financing plan as part of the process of the creation of the TIRZ. City staff and Catalyst Commercial are recommending holding the hearing on December 18, 2024.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney

FISCAL IMPACT:

PRESENTATION: No

ATTACHMENTS: Yes

- Resolution No. 2024-39

STAFF RECOMMENDATION:

Staff recommends 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.

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.

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;

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment 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's southern city limits and being wholly located within the corporate limits and extraterritorial jurisdiction of the City, being preliminarily depicted in **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "Map"), with the boundaries of the Map being further defined by a metes and bounds description and made a part of **Exhibit "A"** (the "Zone");

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on December 18, 2024, on the creation of the Zone.

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

SECTION 1. RECITALS. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

SECTION 2. PUBLIC HEARING. That a public hearing is hereby called for December 18, 2024, at 7:00 p.m., in the City Council Chamber, at Manor City Hall, 105 E. Eggleston Street, Manor, Texas 78653, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 3. TESTIMONY. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 4. NOTICE OF PUBLIC HEARING. That attached hereto as **Exhibit “B”** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 5. NOTICE OF AUTHORIZATION. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as Exhibit “B” in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on December 18, 2024.

SECTION 6. PREPARATION OF PRELIMINARY REINVESTMENT ZONE AND FINANCING PLAN. That before the December 18, 2024, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and financing plan, which will include the defined metes and bounds description.

SECTION 7. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

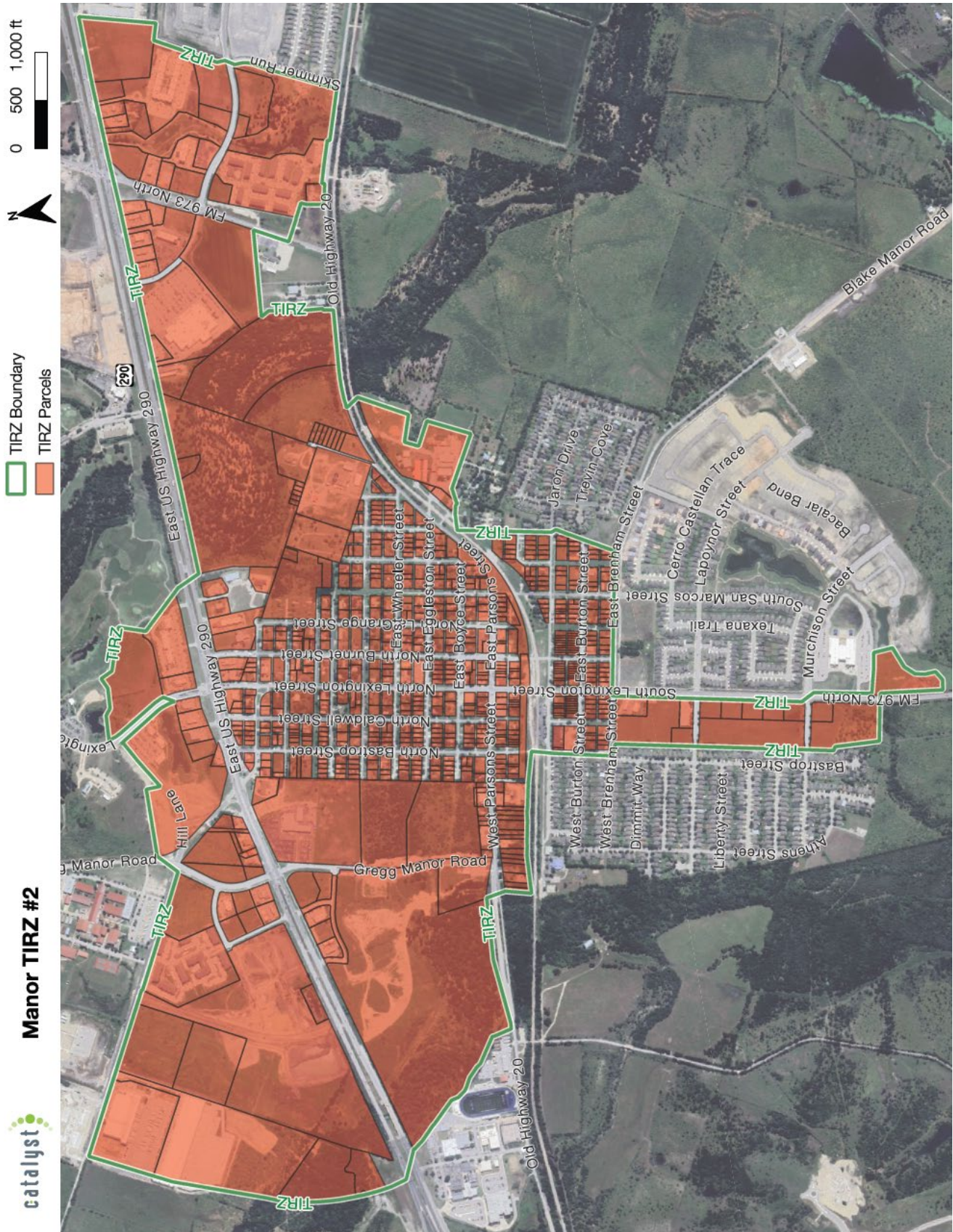
PASSED AND ADOPTED by the City Council of Manor, Texas, at a regular meeting on the 4th day of December 2024, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Dr. Christopher Harvey, Mayor

ATTEST:

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

**EXHIBIT “A”
MAP AND METES AND BOUNDS OF THE ZONE
[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 ARAÇELI 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 * & 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 |

| Travis CAD Property ID | Owner Name | Legal Description |
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| 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 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 CON- TRERAS | 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 PER- SONAL 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 * & 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<6 |
| 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 |

| Travis CAD Property ID | Owner Name | Legal Description |
|------------------------|--|--|
| 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 | PUEENTE-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 (HOMESTEAD) |
| 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) |

| Travis CAD Property ID | Owner Name | Legal Description |
|------------------------|---|--|
| 830451 | WAL-MART REAL ESTATE BUSINESS TRUST | LOT 2 MANOR MARKET SUBD |
| 862599 | TIMMERMAN 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(PRRATE 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 |
|------------------------|--|---|
| 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 |

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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 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 |

| 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 | 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 |

| 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 | PARDES 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 |

EXHIBIT “B”**CITY OF MANOR CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE**

NOTICE IS HEREBY GIVEN THAT THE CITY OF MANOR CITY COUNCIL WILL HOLD A PUBLIC HEARING ON WEDNESDAY, DECEMBER 18, 2024 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT MANOR CITY HALL, 105 E. EGGLESTON STREET, MANOR, TEXAS 78653, TO CONSIDER A ORDINANCE UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE (TIRZ #2) AND ITS BENEFITS TO THE CITY OF MANOR AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS 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, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 105 E. EGGLESTON STREET, MANOR, TEXAS 78653, AND ARE AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE MANOR CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE AND OTHER RELATED MATTERS.

INTERESTED PERSONS ARE ENCOURAGED TO ATTEND THE MEETING. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT THE ECONOMIC DEVELOPMENT DIRECTOR, SCOTT JONES, IN THE ECONOMIC DEVELOPMENT DEPARTMENT OF THE CITY OF MANOR BY LETTER, IN PERSON, BY EMAIL (SJONES@MANORTX.GOV) OR BY CALLING (512-215-8137).

AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Matthew Woodard, Director
DEPARTMENT: Public Works

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City of Manor's Cemetery needs surveying, mapping, and ground penetration radar services done. Cemetery Mapping: LSI will recover the boundary of the subject +/- 5 acre Manor Cemetery and locate exterior fences. LSI will utilize a sUAS "drone" to create a geo-referenced ortho-rectified aerial image to show interior above-ground features. LSI will incorporate data obtained utilizing the Ground Penetrating Radar of portions of the cemetery as identified by City of Manor representatives tied to site control to identify possible locations of unmarked burials. LSI will stake out the Northeast line of the cemetery at +/- 100' intervals marked with 60D nails and lath. As requested, LSI will provide the City of Manor with one AutoCAD, Civil 3D digital file, and paper/mylar copies.

LEGAL REVIEW: No

FISCAL IMPACT:

PRESENTATION: No

ATTACHMENTS: Yes

- LSI Landesign Services, Inc.- Agreement for the provision of limited professional services

STAFF RECOMMENDATION:

The city staff recommends that the City Council authorize the City Manager to sign the contract agreement with LSI Landesign Services, INC. in an amount not to exceed \$32,500.00.

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



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Consultant:

Landesign Services, Inc. (LSI)
10090 W Highway 29
Liberty Hill, Texas 78642

Client:

Matthew Woodard
City of Manor
105 E. Eggleston Street
Manor, Texas 78653

Date: 20 November 2024

Client-Project No.: _____

Legal Description and Location: +/- 5 acres of land situated in the James Manor Survey No. 40, Abstract No. 546 in Travis County, Texas; being described in a Deed to the Trustees of the Church of Wilbarger's Creek recorded in Volume "W", Page 276 of the Deed Records of Travis County, Texas; also, being shown on Exhibit "B" attached hereto.

Scope/Intent and Extent of Services:

I. Final Product:

A. Cemetery Mapping:

LSI will recover the boundary of the subject +/- 5 acre Manor Cemetery and locate exterior fences. LSI will utilize a sUAS "drone" to create a geo-referenced ortho-rectified aerial image to show interior above ground features. LSI will incorporate data obtained utilizing Ground Penetrating Radar of portions of the cemetery as identified by City of Manor representatives tied to site control to identify possible locations of unmarked burials. LSI will stake out the Northeast line of the cemetery at +/- 100' intervals marked with 60D nails and lath.

➤ **Deliverables:**

LSI will provide Client with one AutoCAD, Civil 3D digital file and paper/mylar copies as requested.

II. Schedule:

A. Cemetery Mapping:

Four (4) weeks

III. Fee:

A. Cemetery Mapping:

| | | |
|-----------------------|------------------|---------------------|
| Cemetery Mapping | Lump Sum | \$ 32,500.00 |
| For Government Entity | <u>Sales Tax</u> | \$ 0.00 |
| | Total | \$ 32,500.00 |

IV. Assumptions:

1. Documents will be signed/sealed and prepared under the supervision of a Registered Professional Land Surveyor licensed to practice in the State of Texas.
2. Vehicular and pedestrian access to the site is possible and granted. The Client or owner will provide Right of Entry to adjacent tracts if required.
3. Some trees may not be identifiable.
4. Sufficient monumentation to determine the boundary exists on the subject tract and/or the adjoining tracts. There are no encroachments, overlaps, or gores that would affect the boundary lines.
5. Substantial boundary conflicts/issues may be subject to additional fees. LSI will communicate any issues upon discovery and coordinate remedies with Client.
6. Client/Owner will furnish the current ownership information and title commitment (if applicable).
7. LSI will not certify the survey to unnamed parties.
8. The client or title company will furnish existing CAD files and survey information for the project.
9. The Client or owner grants permission to clear and/or cut small trees and brush.
10. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
11. Schedule is based on receipt of signed notice to proceed.
12. This proposal is valid for 14 days.

V. Special Conditions:

- A. Any service not set forth above in Scope/Intent and Extent of Services shall be done only after Consultant and Client have executed an Agreement for the Provision of Limited Professional Services for such additional services. The Terms and Conditions and the 2022 Rate Schedule that follow this page are a part of this Agreement for the Provision of Limited Professional Services.

Consultant:

Landesign Services, Inc.
Brandy Tabor
President

Client:

(Company Name)

(Printed Name)

(Title)

By : Brandy Tabor 20 November 2024
Date

By : _____
(Signature) Date

TERMS AND CONDITIONS

Services and Fee

The Consultant shall perform the services outlined in this Agreement for the Provision of Limited Professional Services ("Agreement") for the fee set forth on page 1 of this Agreement. Fees cited heron do not include applicable sales tax.

Access To Site

Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services.

Dispute Resolution

Any claims or disputes made during survey, design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments

Invoices for the Consultant's services shall be submitted to Client on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice.

Late Payments

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees, agents and subconsultants from and against any and all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Certifications, Guarantees and Warranties

The Consultant shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot ascertain.

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of the fee set forth on page 1 of this Agreement. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of any warranty.

Termination of Services

This Agreement may be terminated by the Client or the Consultant should the other fail to perform its obligation thereunder. In the event of termination of this Agreement, the Client shall pay the Consultant for all services rendered and expense incurred by Consultant through the date of termination on a time and material basis pursuant to the Rate Schedule included in this Agreement.

Ownership of Documents

All documents produced by the Consultant under this Agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.



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

Exhibit "A"

2024 RATE SCHEDULE

| | |
|---|-------------------|
| Expert Witness | \$210.00 per hour |
| Project Manager – Registered Professional Land Surveyor | \$180.00 per hour |
| Staff Surveyor – Registered Professional Land Surveyor | \$140.00 per hour |
| Senior Survey Technician | \$110.00 per hour |
| Survey Technician | \$95.00 per hour |
| GIS Technician | \$85.00 per hour |
| Abstractor | \$75.00 per hour |
| Clerical | \$75.00 per hour |
| Delivery | \$50.00 per hour |
| Three Person Field Crew | \$220.00 per hour |
| Two Person Field Crew | \$185.00 per hour |
| One Person Field Crew | \$140.00 per hour |

Client will be charged for services provided on a time and material expended basis at the rates set above and for purchased services at the cost of such service plus 10%. Purchased services include reproduction and blueline printing; third party delivery service; document acquisition; telephone; travel and subsistence; miscellaneous fees; and contracted services.

Exhibit "B"



**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Kent Sick, Law Offices of Kent Alan Sick
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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.

BACKGROUND/SUMMARY:

The City is acquiring easements for the construction of the 290/973 Waterline Project. The deadline for responding to the City's final offer to purchase the easements has expired without the parties reaching an agreement. Therefore, the next step is for the City Council to authorize condemnation of the land.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Legal costs and the purchase price for the easements
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-40
- Legal Description

STAFF RECOMMENDATION:**REQUIRED MOTION LANGUAGE (ROLL CALL VOTE NEEDED):**

It is the City Staff's and Legal's recommendation that 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."

RESOLUTION NO. 2024-30
Manor FM 973 and US 290 Water Line Project
Parcel 4 (Plata Holdings, LLC)

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.

WHEREAS, in order to promote public health, safety, and welfare, the City of Manor, Texas (“City”) hereby finds that public convenience and necessity require acquisition of a permanent public utility easement on, over, across, under and through that certain 20,835 square foot parcel of land situated in Travis County, Texas that is described with particularity by metes and bounds and sketch on pages 1 and 2 of **Exhibit “A,”** attached and incorporated herein by reference as if fully set out, with such 20,835 square foot parcel being referred to hereafter as the “Permanent Easement,” for the public purpose and the public use of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, public utility infrastructure, including but not limited to water pipelines, reclaimed water pipelines, wastewater pipelines, telecommunication lines, connections therewith, and all necessary appurtenances thereto including valves, vents, manholes, and other facilities (all uses being referred to hereafter as the “Project”) and further for the use of any and all excavated materials from the Permanent Easement for the City’s use during the Project; and

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City lay out the Project and acquire the necessary interests in land for the purpose of construction, reconstruction, operation and maintenance of the Project; and the necessary rights of way upon, over, under and across the Permanent Easement for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, public utility infrastructure, including but not limited to water pipelines, reclaimed water pipelines, wastewater pipelines, telecommunication lines, connections therewith, and all necessary appurtenances thereto including valves, vents, manholes, and other facilities, and for the use of any excavated materials from the Permanent Easement and TCE for use in the Project; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Permanent Easement and for construction of the Project; and

WHEREAS, in order to acquire the Permanent Easement it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Permanent Easement for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles and easements; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

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

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of a permanent public utility easement over, across, under, over, and through that certain 20,835 square foot tract of land situated in Travis County, Texas as specifically described on pages 1 and 2 of **Exhibit "A,"** for the public purpose and the public use of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, public utility infrastructure, including but not limited to water pipelines, reclaimed water pipelines, wastewater pipelines, telecommunication lines, connections therewith, and all necessary appurtenances thereto including valves, vents, manholes, and other facilities.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity further requires the City's acquisition and use of any and all earthen materials that may be excavated from the Permanent Easement for any purposes related to the Project.
3. That the City's agents, representatives, or employees are hereby authorized to:
 - a. Lay out the exact location of the land area needed from the Permanent Easement or other properties;
 - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right of way, and the construction of the public utility infrastructure improvements and appurtenances;
 - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right of way, and to conduct tests;

- d. Negotiate with the owners of any such properties for the purchase thereof;
 - e. To purchase any necessary easements and right of way on, over, under and across the Permanent Easement and to execute all documents necessary to acquire such rights of way, all subject to express approval of the specific, negotiated terms by the City Council;
 - f. Initiate eminent domain proceedings against the owner(s) of the Permanent Easement for the necessary land interest(s) in same in the event the owner(s) fail to accept a bona fide offer to purchase the Permanent Easement; and
 - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
- 4. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights in the Permanent Easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
 - 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Manor, Texas.
 - 7. This resolution shall be effective immediately upon adoption.
 - 8. The meeting at which this resolution is being passed was duly noticed and was open to the public as required by law.

RESOLVED by the City Council of the City of Manor, Texas this 4th day of December 2024.

THE CITY OF MANOR, TEXAS

ATTEST:

By: Dr. Christopher Harvey, Mayor

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM:

Veronica Rivera,
Assistant City Attorney

Exhibit A
[See attached]

EXHIBIT "A"

R:\15110.01\DWG 3D\Raw Drawings\Survey\15110.01\3809-Plata Holdings-PUE-Reviewed.dwg Layout: FieldNotes -- Tuesday, June 04, 2024, 1:34pm -- Copyright 2024, George Butler Associates, Inc.

FIELD NOTES FOR A 30.00 FOOT WIDE PUBLIC UTILITY EASEMENT:

Being a **20,835 Square Foot** tract of land situated in the Green Berry Gates Survey, Abstract No. 315, Travis County, Texas, and being out of the remainder of a called 10.000 Acre tract of land conveyed to Plata Holdings, LLC in Document No. 2021219060 of the Official Public Records of Travis County, Texas. Said 20,835 square foot tract, as shown hereon, being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod with an orange cap stamped "RL SURVEYING RPLS 4532" found on the south right-of-way line of U.S. Highway No. 290, a variable width right-of-way recorded in Volume 622, Page 450 of the Deed Records of Travis County, Texas, marking the northerly most common corner of Lot 1, Manor Storage, a plat recorded in Document No. 200400240 of the Official Public Records of Travis County, Texas, and said 10.000 acre remainder tract for the northeast corner hereof;

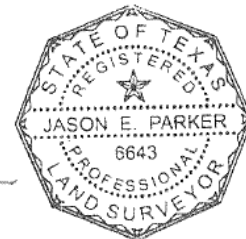
THENCE: S 13° 57' 14" W, with the common line of said 10.000 acre remainder tract and said Lot 1, a distance of **31.33 feet** to a calculated point for the southeast corner hereof;

THENCE: S 87° 12' 46" W, crossing into said 10.000 acre remainder tract, a distance of **691.80 feet**, to a calculated point in the common line of said 10.000 acre remainder tract and Lot 11, Block A, Final Plat Establishing Lot 11 - Manor Commons East Rapid Express Carwash, a plat recorded in Document No. 202200207 of the Official Public Records of Travis County, Texas, for the southwest corner hereof, from which a 1/2" iron rod with a pink cap stamped "4WARD SURVEY GROUP" found marking an angle point in said common line bears S 04° 23' 19" W, 270.79 feet, for reference;

THENCE: N 04° 23' 19" E, with said common line, a distance of **30.24 feet**, to a calculated point in the south right-of-way line of said U.S. Highway No. 290, same being the calculated common north corner of said Lot 11 and said 10.000 acre remainder tract and the northwest corner hereof, from which a 1/2" iron rod found bears S 04° 23' 19" W, a distance of 0.42 feet, for reference;

THENCE: N 87° 12' 46" E, with the common line of said 10.000 acre remainder tract and said U.S. Highway No. 290, a distance of **697.05 feet**, to the **POINT OF BEGINNING** and containing **20,835 square feet** of land, more or less.

Bearings are based on the State Plane Coordinate System of the Texas, Central Zone (4203), North American Datum of 1983. Field work was completed on March 17, 2023.

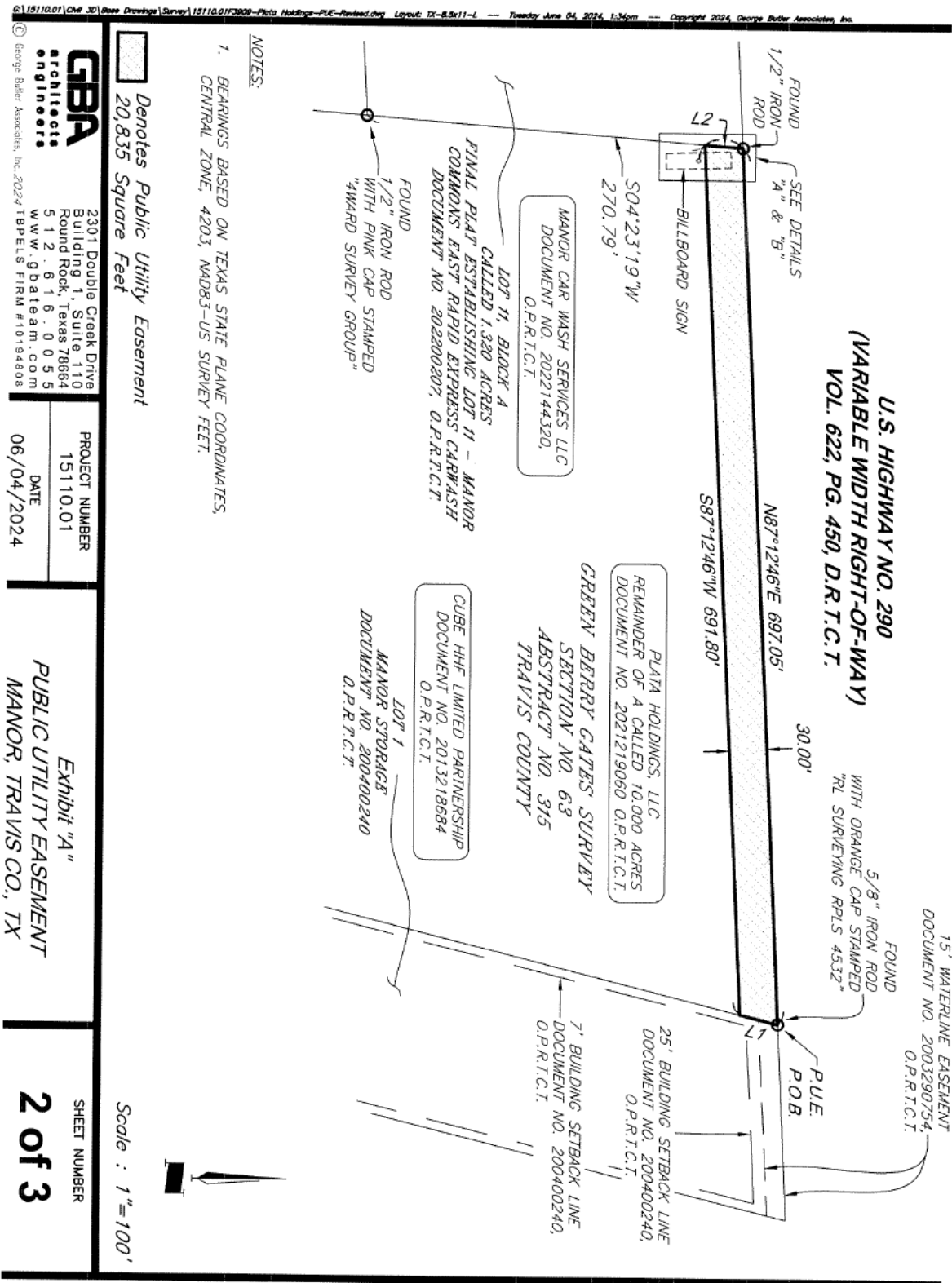
2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com
TBPELS FIRM #10194808

PROJECT NUMBER
15110.01
DATE
06/04/2024

Exhibit "A"
PUBLIC UTILITY EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER

1 of 3



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| Line Table | | |
|------------|---------------|----------|
| Line # | Bearing | Distance |
| L1 | S13° 57' 14"W | 31.33 |
| L2 | N4° 23' 19"E | 30.24 |

LEGEND

- PROPERTY CORNER FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT

This is to certify that this real property exhibit was prepared by me or under my direct supervision. This exhibit does not warrant that a boundary survey was performed upon the hereon shown tract of land.

JASON E. PARKER
REGISTERED PUBLIC LAND SURVEYOR NO. 6643
STATE OF TEXAS

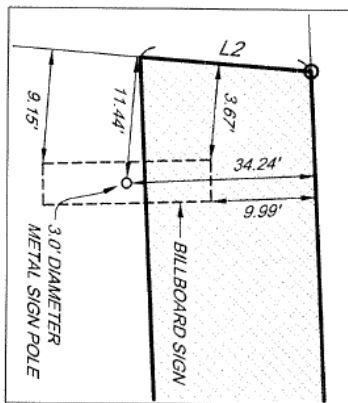
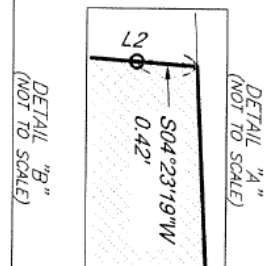


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PROJECT NUMBER
15110.01
DATE
06/04/2024

Exhibit "A"
PUBLIC UTILITY EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER
3 of 3



AGENDA ITEM NO. _____



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: December 4, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

The City of Manor has a need to install some pedestrian bridges along the US290 Corridor near the Manor Crossing Development, the Medical Tower complex, and the Walmart development. The attached exhibit will illustrate the need for pedestrian bridges to improve safety for citizens in the section of the city. The city's development codes require property owners to install sidewalks along the portion of their property's dedicated right of way. In most cases for those developments along the US290 Corridor and residential development, there are sections of missing sidewalks that provide the necessary connectivity, which has forced individuals to walk along the edge of the state highway and county right of ways.

In visiting with TXDOT officials about the lack of sidewalks along those developed properties adjacent to their right of way, city staff is taking a proactive approach to work with TXDOT in addressing a pressing need connecting existing sidewalks adjacent to the major commercial developments near US290/FM973. When the City Council approved the issuance of the 2023 Certificate of Obligation bonds, the authorized purposes of the COs are listed:

(4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, highways, bridges, and sidewalks, including drainage, intersection, and shared-use pathway improvements;

LEGAL REVIEW: No
FISCAL IMPACT: Funds are included in the 2023 Certificate of Obligation to complete the pedestrian bridge project.
PRESENTATION: No
ATTACHMENTS: Yes

- Proposed Pedestrian Bridge Exhibit

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to secure proposals to complete the installation of the pedestrian bridge along the US290 Corridor.

Proposed Pedestrian Bridge Exhibit – US290 Corridor



AGENDA ITEM NO. _____

**AGENDA ITEM SUMMARY FORM**

PROPOSED MEETING DATE: December 4, 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.

**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 agreed to by the City and as further 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 such source, 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, nor GenCap'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 Fifth 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 Fiscal Security from 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 a bills paid affidavit evidencing that any contractor or subcontractor having performed work described in Attachment 1 has been paid in full for all work completed through any previous certificate for disbursement.

4. Attached as Attachment 3 are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the actual costs for which disbursement is requested.

4. The Owner has timely paid all ad valorem taxes it owes, or that an entity under common control with the Owner owes, with respect to property located in the City and has no outstanding delinquencies for such assessments.

5. The work referenced below has been completed in accordance with the plans therefor, and the City has inspected the work.

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, 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)
[See attached spreadsheet]

ATTACHMENT 2 TO CERTIFICATE FOR PAYMENT
[attached – bills paid affidavit]

ATTACHMENT 3 TO CERTIFICATE FOR PAYMENT
[attached – receipts]