



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, March 20, 2024 at 7:00 PM

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

AGENDA

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

EVENTS/ANNOUNCEMENTS

- A. Easter Egg-Heli-Drop Event, March 30, 2024, at 15317 US Hwy 290 E.**
Submitted by: Yalondra Valderrama Santana, Heritage & Tourism Manager

PUBLIC COMMENTS

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

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

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

REPORTS

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

A. FY2024 Community Project Funding Award – Gregg Manor Water Pump Station Expansion

Submitted by: Scott Moore, City Manager

Requested by: Dr. Christopher Harvey, Mayor

PUBLIC HEARINGS

1. Conduct a public hearing on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.

Submitted by: Scott Dunlop, Development Services Director

2. Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Applicant: Retail Connections

Owner: Retail Connections

Submitted by: Scott Dunlop, Development Services Director

3. Conduct a public hearing on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, Texas.

Applicant: Quiddity Engineering

Owner: Gregg Lane Dev., LLC

Submitted by: Scott Dunlop, Development Services Director

CONSENT AGENDA

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

4. Consideration, discussion, and possible action to approve the City Council Minutes of March 4, 2024, City Council Special Session.

Submitted by: Lluvia T. Almaraz, City Secretary

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

Submitted by: Scott Moore, City Manager

- Finance – Scott Moore, City Manager
- Police – Ryan Phipps, Chief of Police

- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sarah Friberg, Court Administrator
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

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

Submitted by: Scott Moore, City Manager

7. Consideration, discussion, and possible action on a Purchase Contract with Manor Plaza, LLC for a waterline easement and temporary construction easement for Parcel No. 6.

Submitted by: Scott Moore, City Manager

REGULAR AGENDA

8. First Reading: Consideration, discussion, and possible action on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.

Submitted by: Scott Dunlop, Development Services Director

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

Applicant: Retail Connections

Owner: Retail Connections

Submitted by: Scott Dunlop, Development Services Director

10. First Reading: Consideration, discussion, and possible action on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, Texas.

Applicant: Quiddity Engineering

Owner: Gregg Lane Dev., LLC

Submitted by: Scott Dunlop, Development Services Director

- 11. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas directing the City's Municipal Advisor to initiate the negotiated sale of the City of Manor General Obligation Bonds, Series 2024.**
Submitted by: Scott Moore, City Manager
- 12. Consideration, discussion, and possible action on an ordinance continuing a Disaster Declaration Declared on March 14, 2024, for the April 8, 2024, Solar Eclipse.**
Submitted by: Robbie Barrera, Emergency Management Coordinator
- 13. Consideration, discussion, and possible action on an agreement between the City of Manor and HUB International for Benefits Consulting Services.**
Submitted by: Tracey Vasquez, HR Director
- 14. Consideration, discussion, and possible action on the Swagit Services Agreement between the City of Manor and Granicus.**
Submitted by: Phil Green, IT Director
- 15. Consideration, discussion, and possible action on the camera system upgrade for the City of Manor from Technik.**
Submitted by: Phil Green, IT Director
- 16. Consideration, discussion, and possible action on an ordinance amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, adopting a new Municipal Logo.**
Submitted by: Scott Moore, City Manager
- 17. Consideration, discussion, and possible action on establishing regulations for naming city-owned properties and facilities.**
Submitted by: Scott Moore, City Manager
Requested by: Mayor Pro Tem Emily Hill

EXECUTIVE SESSION

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

- Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property;*
- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding ShadowGlen development;*
- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID;*

- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legislation related to daycares; and

- Section 551.074 Personnel Matters to discuss duties of the City Manager

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.

18. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District-IA#1 Reimbursement Agreement.

Submitted by: Scott Moore, City Manager

ADJOURNMENT

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, March 15, 2024, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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.

/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



CITY OF MANOR

Item A.

EASTER EGG-HELI-DROP

SATURDAY, MARCH 30, 2024 | 11AM TO 3PM
@ EAST MANOR DEVELOPMENT NO 1,
15317 US HWY 290 E. MANOR TX 78653

Magic Show by Americas Funniest Comedy Magician,
DEWAYNE HILL

EGG HUNT/HELI DROP 🥚 CRAFTS 🥚 GAMES 🥚 FOOD
VENDORS 🥚 MUSIC 🥚 SO MUCH MORE!

AGE GROUPS:
0-4, 5-7, 8-10, 11 AND UP, & ADAPTIVE

Contact us for more information!



CITY OF
MANOR
EST. ★ 1872
TEXAS

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

☎ (512) 365-9311

🌐 cityofmanor.org



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

FY2024 Community Project Funding Award – Gregg Manor Water Pump Station Expansion

BACKGROUND/SUMMARY:

On March 15, 2023, the City Council approve the submittal of four (4) community projects through the FY24 House Appropriations funding bill through Congressman Greg Casar's Office. The city's Gregg Manor Water Pump Station Expansion application was submitted under:

- The Energy and Water Development and Related Agencies (Regional Water and Sewer Projects) category and was 1 out of 14 projects that received funding consideration for Congressman Casar's district, which covers Northeast Travis County to San Antonio area.

The community projects that were submitted in 2023 focused and illustrated a local and regional connectivity approach. This has been a good indicator for the City of Manor in developing our short and long range community initiatives. Receiving \$850,000 for the Gregg Manor Water Pump Station will be very beneficial increasing our storage capacity for the section of the community.

The City Council approved funding for the project in 2022 and developing strategies and partnerships to receive state and federal consideration and support along with developers looking to invest in our community will be critical for long term sustainability and growth for the region. Congressman Casar is tentatively scheduled to present the City of Manor with an official House Appropriations check on April 2nd.

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

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council reserve April 2nd for Congressman Greg Casar to present House Appropriation check for the city's FY2024 Community Project Funding Gregg Manor Water Pump Station Project in the amount of \$850,000.

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

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.

BACKGROUND/SUMMARY:

This property was annexed by Ordinance 335 on February 6, 2008 and given interim zoning of R-1 (now SF-1 Single Family Suburban). The property, located at 12906 Johnson Road, was purchased in June 2023 by the applicant, Patsy Graham. She applied to construct a barndominium-type house in September 2023 and was provided plan review comments in October 2023 that stated, among other comments, that the structure did not meet the city's adopted building codes or architectural standards. A meeting was held with the applicant on November 1, 2023 to discuss the review comments and she was informed that an architect would be needed to revise her building plans to meet the city's adopted codes. In the alternative, she has filed this request to be removed from the city limits so she can construct the home without having to meet the city's adopted codes. On February 7, 2024 it was discovered that she had started construction on the home without permits and a stop work order was placed on the property.

Under current state statute, if the property is disannexed from the city limits, the city cannot re-annex the property without the property owner's consent. Disannexation would create inconsistencies in our city limits by leaving a "hole" in our city limits where the property would be in our ETJ but surrounded by properties in the city limits. This can make the provision of municipal services less efficient.

Furthermore, the city has an established variance process through the Board of Adjustment to hear cases of hardship related to building codes and zoning standards the applicant can apply through should the property remain within the city limits. The Board of Adjustment is the traditional municipal authority to hear such cases, and Board of Adjustment cases are appealed to a district court should the outcome not be favorable to the applicant.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Yes, loss of tax revenue
PRESENTATION: No
ATTACHMENTS: Yes

- Draft Ordinance
- Request Letter
- Property Aerials
- Survey

- Legal Description
- Ordinance 335
- Review Comments
- Stop Work Order
- Construction image

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct a public hearing on an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

X

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, DISANNEXING A 5.45 ACRE TRACT, LOCATED WITHIN TRAVIS COUNTY, TEXAS; MAKING FINDINGS OF FACT; DISANNEXING CERTAIN PROPERTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas (the “City”), is a home rule municipality authorized by the Texas Local Government Code, Section 43.142 to disannex an area lying within the City in accordance with the City’s Charter; and

WHEREAS, the City desires that certain property be disannexed from the corporate territorial limits of the City; and

WHEREAS, the City’s Charter, Article I, Section 1.07 provides that the City may disannex an area after a public hearing; and

WHEREAS, a separate public hearing was conducted prior to consideration of this Ordinance in accordance with the City’s Charter; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City and the subject property proposed to be disannexed not more than twenty (20) nor less than ten (10) days prior to the public hearings; and

WHEREAS, the City Council has determined that the disannexation of the subject property is in the interest of both the City and citizens of the City of Manor, Texas;

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

Section 1. Findings. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Disannexation. That the following described subject property is hereby disannexed from the corporate limits of the City of Manor; and discontinued as a part of the City of Manor so that the same will no longer be a part of the City of Manor for any purpose whatsoever, said subject property being more particularly described in Exhibit “A” attached hereto and incorporated herein as if fully set forth.

Section 3. Relinquishment of Rights. The City of Manor hereby relinquishes any and all right, jurisdiction or control over the above-described subject property.

Section 4. Service Plan. That the Service Plan previously adopted for the subject property is no longer in effect as to the subject property only.

Section 5. Official Map and Boundaries. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to remove the subject property

ORDINANCE NO.**Page 2**

from the city limits of Manor, Texas.

Section 6. Intent. It is not the intent of the City Council, by the approval and adoption of this Ordinance that the City disannex any other property other than the subject property described in Exhibit “A”.

Section 7. Severability. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent with or in conflict with the terms and provisions contained herein are hereby repealed only to the extent of such conflict and only related to the subject property otherwise remaining in full force and effect.

Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 10. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code, and it is accordingly so ordained.

PASSED AND APPROVED on this _____ day of March 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "A"
Subject Property Description
5.45 Acres

ORDINANCE NO.

Page 4

EXHIBIT A-1

"EXHIBIT A"

FIELD NOTES DESCRIBING 5.45 ACRES OF LAND A PART OF THE GREENBURY GATES SURVEY NO. 63 ABSTRACT NO. 315 AND THE LEMUEL KIMBRO LEAGUE NO. 64, TRAVIS COUNTY, TEXAS, AND BEING KNOWN AS TRACT 5 THE LONG VIEW, AN UNRECORDED SUBDIVISION TRAVIS COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN DOCUMENT NO. 1999013625, OFFICIAL RECORDS TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a ½ inch iron rod found in the north line of Johnson Road being the common south corner of the herein described tract and the Riojas, Jr. Tract of record in Volume 13133, Page 216, Real Property Records Travis County, Texas, for the west corner hereof,

THENCE with the common lines of the herein described tract and the Riojas, Jr. Tract, North 30°01'44" East, 649.02 feet to a ½ inch rebar found for the north corner hereof,

THENCE with the north line of the herein described tract and the south line of the Mahanay Tract of record in Volume 13381, Page 576, South 60°29'10" West, 407.79 feet to a ½ inch rebar found for the east corner hereof,

THENCE with the west line of said Mahanay Tract and the east line of the herein described tract the following two courses

- 1 South 48°21'05" West, 152.02 feet to an angle point,
- 2 South 30°00'00" West, 506.18 feet to a ½ inch rebar found in the north line of said Johnson Road for the south corner hereof,

THENCE with the north line of said Johnson Road, North 60°19'11" West, 360.25 feet to the PLACE OF BEGINNING

R0609700
6/20/00



Page 5



City of Manor Zoning Department
City Hall Development Services Dept.
105 East Eggleston Street
Manor, Texas 78653

Patsy M. Graham
13410 Mussel Run
Elgin, TX 78621

February 4, 2024

RE: De-Annexation Request

To Whom it May Concern:

I purchased 5.45 acres of pasture land at 12906 Johnson Road, Manor, TX 78653 in June, 2023. My intention was to build a barndominium (a combined barn and house), as I have 3 horses.

When, I purchased the land, both the Realtor and owners were under the impression it was zoned Manor ETJ, as was the entire subdivision when it was created in 1996. I later found out, this property was rezoned to Manor Full Purpose, which means it is subject to the City of Manor Building Code.

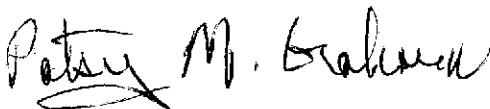
As I intend keep it a rural property and not subdivide it into an urban subdivision, this puts an unfair burden on me to comply with the City of Manor's building codes, even though none of my neighbors had to do this.

I also get no benefits from the City of Manor, which does not provide me with water or sewer services, and I have had to pay for a water meter from Aqua Water and get a septic system approved by Travis County. The City of Manor does not maintain or repair Johnson Road, and there are no fire hydrants near me.

I receive no City of Manor services, so I wish to have this property de-annexed

Thank you,

Sincerely yours,

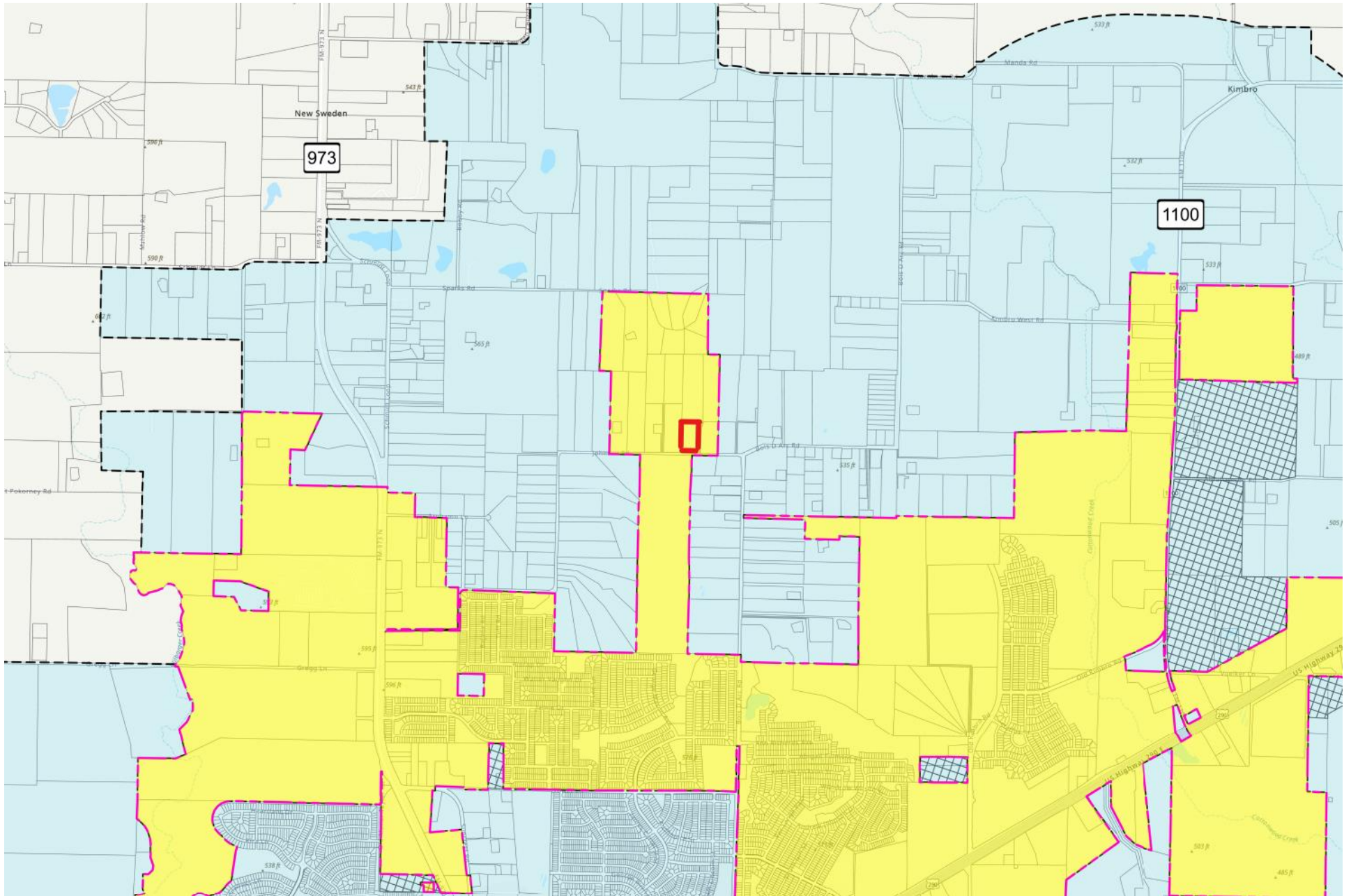


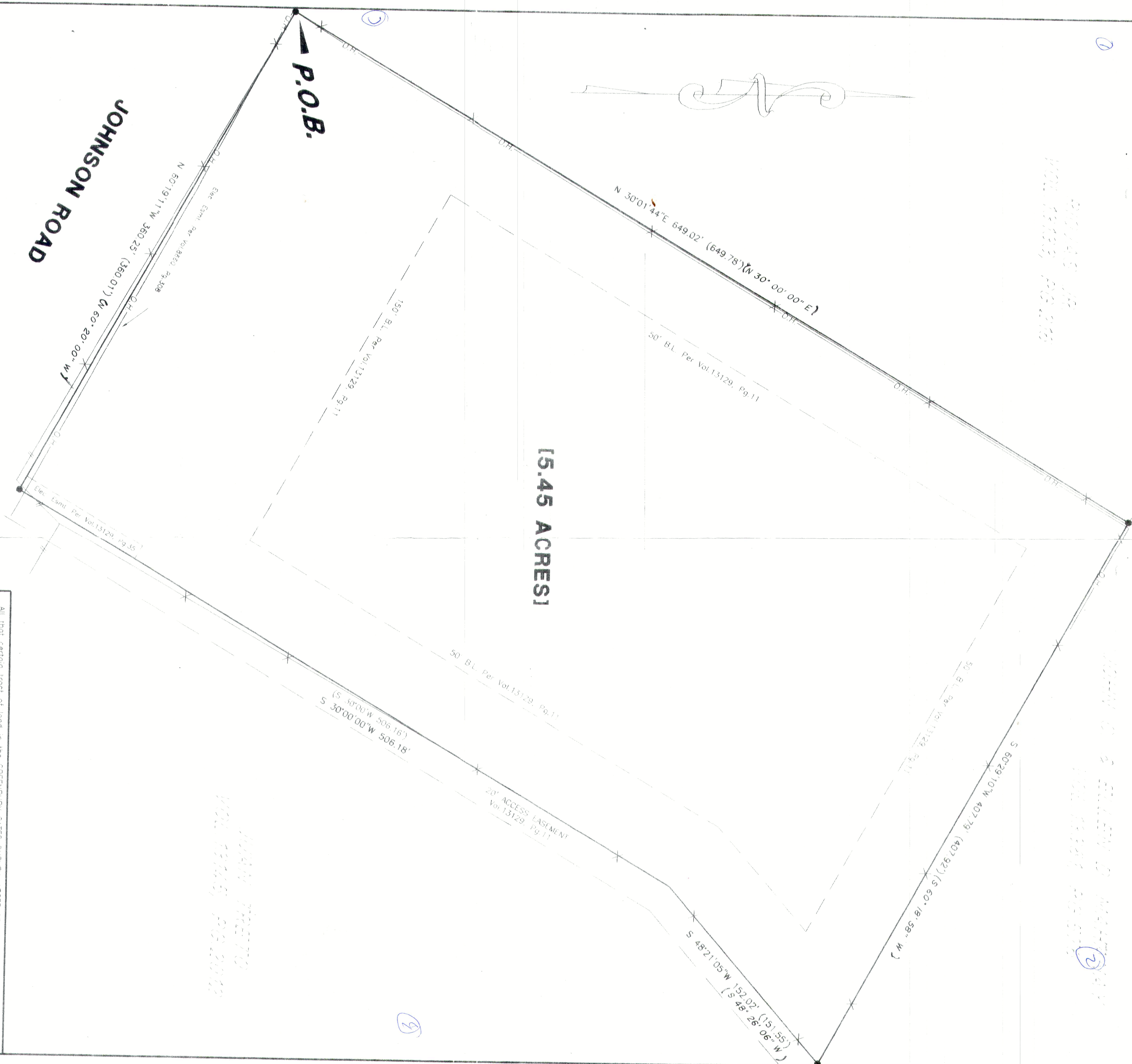
Patsy M. Graham











LEGEND

- 1/2" IRON PIPE FOUND
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- BARB WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- METAL FENCE
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.E. ELECTRIC EASEMENT
- S.D.E. SURFACE DRAINAGE EASEMENT
- W/MW WATER/MASTEWATER EASEMENT
- RECORD INFORMATION
- POWER POLE
- O.H. OVERHEAD UTILITIES

Subject to Bonyer-Type P.V.C. Waterline Easement
Per Vol.12044, Pg.329 & Vol.12044, Pg.329.
Private Utility Easmt. Per Vol.13129, Pg.25 does not
affect this lot.

All that certain tract of land in the GREENBURY GATES SURVEY, ABSTRACT NO. 63, and the
LEWELT KIMBRO LEAGUE NO. 64 in Travis County, Texas, and being more particularly described in
Exhibit "A", attached hereto and made a part hereof.

COUNTY: TRAVIS STATE OF TEXAS STREET ADDRESS: 12006 JOHNSON ROAD
CITY: MANOR REFERENCE NAME: Seth Covitz and Yoko Covitz

DATE: 06-22-00
TITLE: CO. Alamo
G.F. #: 00-7005638
JOB No. R0609700-TM
SCALE: 1" = X'

TO THE UNDERTAKER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO
Alamo Title Company / Alamo Title Insurance Company
I do hereby certify that this survey was this day made on the
ground of the property legally described herein and that there
is no conflict with any other survey or map as shown herein, and
certifies only to the legal description and easements shown
on the referenced title commitment.

THIS PROPERTY DOES NOT
MEET THE 100 YEAR FLOODPLAIN
AND HAS A FLOOD ZONE
SHOWN ON THE FLOOD INSURANCE RATE MAPS
F.I.R.M. MAP No. 0005E
DATED: 06-16-93
This certification is for insurance purposes
only. It does not guarantee that this
property will not be flooded. Contact your
local floodplain administrator for the current
status of this tract.

1404 West North Loop Blvd
Austin, Texas 78756
Fax: 512-455-9845

Dewey H. Burris & Associates
Land Surveying Services
VICTOR M. GARZA
4740
LAND SURVEYING

J.M. TBLX	FIELD WORK	REA. T	06-20-00
	DRAWING	MARY P	06-22-00
	FINAL CHECK		
	CORRECTIONS		
	UP DATE		

EXHIBIT A-1

Item 1.

"EXHIBIT A"

FIELD NOTES DESCRIBING 5.45 ACRES OF LAND A PART OF THE GREENBURY GATES SURVEY NO. 63 ABSTRACT NO. 315 AND THE LEMUEL KIMBRO LEAGUE NO. 64, TRAVIS COUNTY, TEXAS, AND BEING KNOWN AS TRACT 5 THE LONG VIEW, AN UNRECORDED SUBDIVISION TRAVIS COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN DOCUMENT NO. 1999013625, OFFICIAL RECORDS TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a ½ inch iron rod found in the north line of Johnson Road being the common south corner of the herein described tract and the Riojas, Jr. Tract of record in Volume 13133, Page 216, Real Property Records Travis County, Texas, for the west corner hereof,

THENCE with the common lines of the herein described tract and the Riojas, Jr. Tract, North 30°01'44" East, 649.02 feet to a ½ inch rebar found for the north corner hereof,

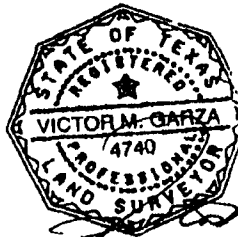
THENCE with the north line of the herein described tract and the south line of the Mahanay Tract of record in Volume 13381, Page 576, South 60°29'10" West, 407.79 feet to a ½ inch rebar found for the east corner hereof,

THENCE with the west line of said Mahanay Tract and the east line of the herein described tract the following two courses

- 1 South 48°21'05" West, 152.02 feet to an angle point,
- 2 South 30°00'00" West, 506.18 feet to a ½ inch rebar found in the north line of said Johnson Road for the south corner hereof,

THENCE with the north line of said Johnson Road, North 60°19'11" West, 360.25 feet to the PLACE OF BEGINNING

R0609700
6/20/00



ORDINANCE NO. 335

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1001' STRIP OF LAND, BEING 100.046 ACRES, MORE OR LESS, AND A 166.71 ACRE TRACT, MORE OR LESS, THAT ARE ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas ("the City") is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the properties are adjacent to the present city limits and contiguous with the city limits;

WHEREAS, the City Council heard arguments with respect to such annexations and has decided to grant the request;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the properties to be annexed according to the Service Plan attached hereto as Exhibit "D".

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

SECTION 1. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. That the following described properties (hereinafter referred to as the "Annexed Properties") are hereby annexed into the corporate limits of the City of Manor, including the abutting streets, roadways, and rights-of-way, save and except for Sparks Road:

- (a) All that certain tract or parcel of land containing being 100.046 acres, more or less, being a 1001' wide strip of land, located in Travis County, Texas, being more particularly described and shown in Exhibits "A" and "B"

attached hereto and incorporated herein for all purposes.

- (b) All that certain tract or parcel of land being 166.71 acres, more or less, located in Travis County, Texas, being more particularly shown in Exhibit "C" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "D".

SECTION 4. That the future owners and inhabitants of the Annexed Properties shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "D", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 6. That the Annexed Property shall be temporarily zoned District "R-1" as provided in the City Zoning Ordinance, until permanent zoning is established therefor.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. Pursuant to section 43.055(a)(4) of the Tex. Local Gov't. Code, a 13.583 acre, more or less, tract comprising a portion of the 166.71 acres, more or less, mentioned above in Section 2, part (b) shall not be including in determining the total area annexed in a calendar year. The property owner has requested the tract to be annexed into the City.

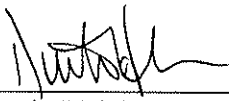
SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this the 30th day of January, 2008.

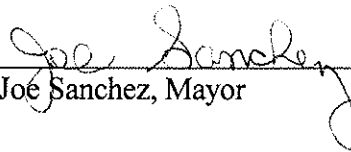
FINALLY PASSED AND APPROVED on this the 6TH day of FEBRUARY, 2008.

ATTEST:



Dustin Haisler, Acting City Secretary

THE CITY OF MANOR, TEXAS



Joe Sanchez, Mayor



STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
 FOR ANNEXATION OF SPARSELY OCCUPIED PROPERTY**

WHEREAS, the undersigned is the owner of certain property located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Manor, Texas, (hereinafter sometimes referred to as "City") in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, the subject property described as follows, including the abutting streets, roadways, and rights-of-way:

All that certain tract or parcel of land being 13.583 acres, more or less, located in Travis County, Texas, as recorded by deed in Document No. TR2002145481 of the Official Records of Travis County, Texas, and being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Request that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater, and general governmental services.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan, attached as Exhibit "B", is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understand and agree that all city

services to the subject property will be provided by the City on the same terms and conditions as provided to other areas of the City and as provided in the Service Plan.

SECTION FIVE: Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 4th day of Feb. 2008, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioner(s):

By: Joel Riemer
Name: Joel Riemer
Title: Owner

By: Dian Riemer
Name: Dian Riemer
Title: Owner

STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joel Riemer, Owner of subject property and Petitioner 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of January 2008.

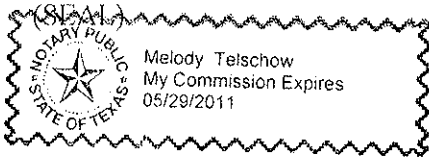


Melody Telschow
Notary Public-State of Texas

STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dian Riemer, Owner of subject property and Petitioner 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of January 2008.



Melody Tetschow
Notary Public-State of Texas

Exhibit "A"

Property description of 13.583 acre tract

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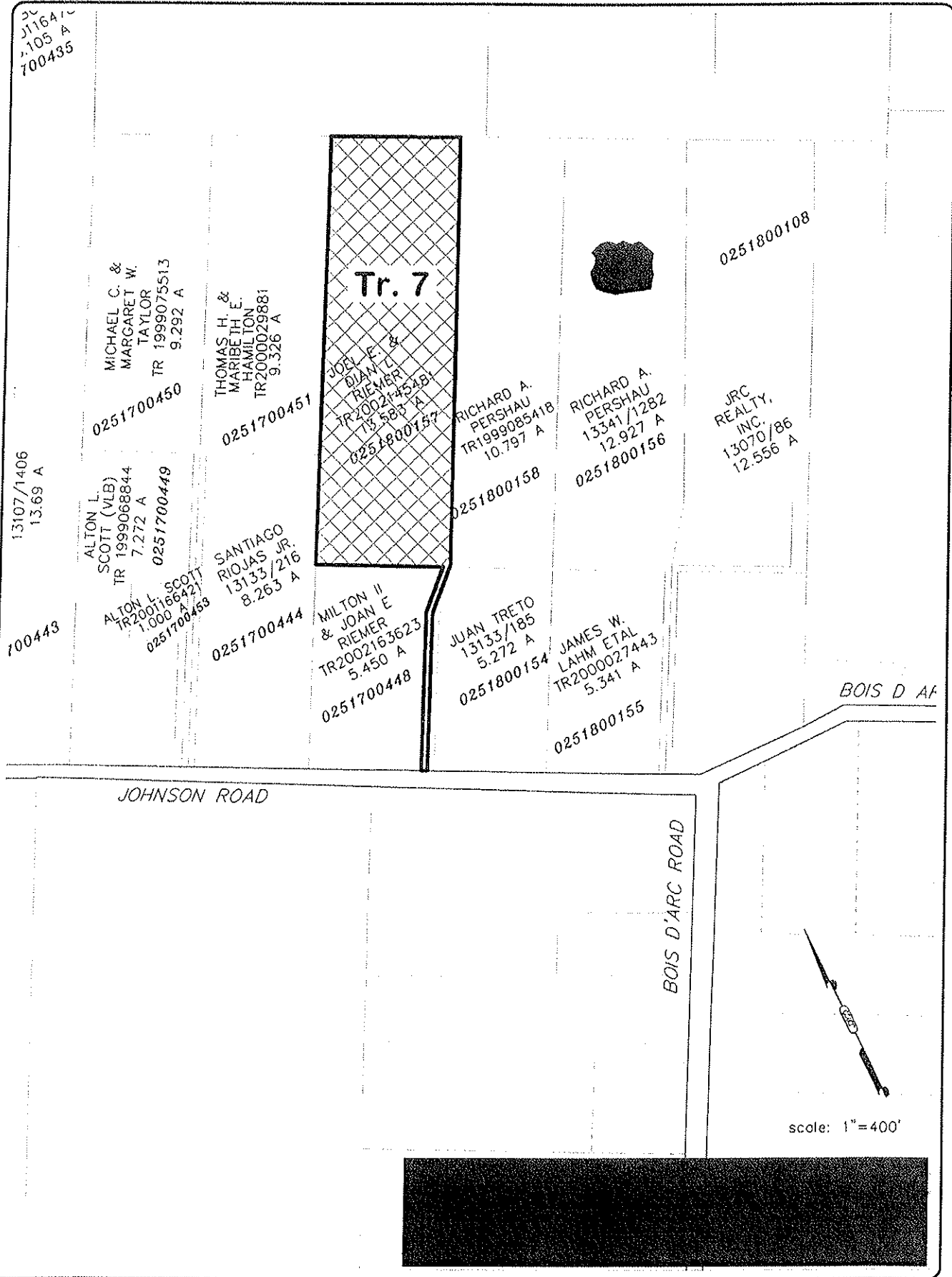


Exhibit "B"

NEGOTIATED MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the owners of the subject property and the City have negotiated the terms of municipal services to be provided to the property;

WHEREAS, the owners of the subject property agree the infrastructure provided for herein and existing infrastructure are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owners of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City.

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

(1) **General Municipal Services.** The subject property is located within the City's extraterritorial jurisdiction and is more particularly described in the Resolution or Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the

limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area. The subject property therein shall be grandfathered and subject to the City's police power regulations as set forth in duly adopted ordinances. Upon annexation of the subject property into the City limits, existing use(s) shall be permitted to continue, to the extent permitted or required by law. If the subject property is proposed for a different use or conveyed, the subject property owner shall be deemed to have abandoned any grandfathered use of the subject property recognized. This shall constitute an agreement pursuant to section 43.035 of the Local Gov't Code allowing for the continued use of the subject property for agricultural purposes, including the raising of livestock. Subject to the current owner retaining ownership, the following uses are recognized: (1) the at large status for canines used for agricultural or ranching purposes shall be permitted continued and (2) the discharging of fireworks and firearms shall be permitted to continue so long as the use does not create a health and safety risk to the public.

The subject property shall be temporarily zoned "R-1" with the intent to rezone the property upon request of the landowner(s) or staff and after adhering to all notice and public hearing requirements established by applicable City and State laws. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the subject property plans and planned development of the subject property or redevelopment of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property (the "CCN holder") and the utility providing wholesale or retail water service to said the CCN holder, or absent a utility holding a CCN, in whose jurisdiction the subject property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the subject property owner shall construct the internal water lines and pay all costs associated with line extension and necessary facilities to service the subject property as required in City ordinances at the time of the request and in conjunction with Chapter 395 of the Local Gov't Code. As the subject property develops and water services are sought from the CCN holder or from the utility that has jurisdiction over the subject property, that the City's ordinances, policies, or agreements between the City and the subject property owner shall govern the extension of water services to the subject property and the City shall have no obligation to service in another CCN, except as provided by agreement between the City and the CCN holder. The continued use of any preexisting water well servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner requests and is able to connect to a water service provider.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) Wastewater services are available to the area proposed for annexation in the same manner, terms and costs, as they are available in other similar locations within the City or, if not readily available, an onsite wastewater system will be required for qualifying sites. The continued use of a preexisting septic system servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner request and is able to connect to wastewater service. The subject property owner shall construct the internal wastewater lines and pay the costs of line extension and facilities as required in City ordinances and in conjunction with Chapter 395 of the Local Gov't Code. Upon acceptance of the wastewater lines within the subject property, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on streets off-site of the subject property that are

finally accepted by the City. The maintenance of the streets and roads will be limited to public roadways as follows:

- (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
- (B) Routine maintenance as presently performed by the City; and
- (C) The subject property owner(s) will be required to develop any roadways required as a result of property owner's subdivision or other development of the property.

(ii) Following installation of the roadways and acceptance of the improvements by the City, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Ordinance and any exhibits thereto to which this Service Plan is attached.

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
 FOR ANNEXATION OF SPARSELY OCCUPIED PROPERTY**

WHEREAS, the undersigned is the owner of certain property located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”) in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, the subject property described as follows, including the abutting streets, roadways, and rights-of-way:

All that certain tract or parcel of land being 13.69 acres, more or less, located in Travis County, Texas, as conveyed to Gerald and Kristen Schmalzried by deed as recorded in Volume 12819, Page 1105, of the Official Records of Travis County, Texas and being more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Request that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater, and general governmental services.

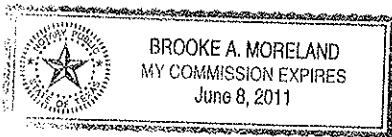
SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan, attached as Exhibit “B”, is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____,
Owner of subject property and Petitioner 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16 day of February 2008.

(SEAL)



Brooke A. Moreland
Notary Public-State of Texas

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Item 1.

LORRAINE
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

Tr. 14
GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.506 A)
TOTAL 13.59 A
0251700435

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A
0251700437

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A
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MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A
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ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
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ALTON L. SCOTT
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1.000 A
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THOMAS H. &
MARIBETH E.
HAMILTON
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9.326 A
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SANTIAGO
RIOJAS JR.
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JOEL E. &
DIAN L.
RIEMER
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MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A
0251700448

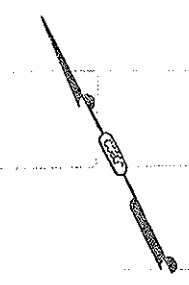
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JUAN TRETO
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RICHARD A.
PERSHAU
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12.927 A
0251800159

JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

JOHNSON ROAD



scale: 1"=400'


		Jay Engineering Company, Inc. P.O. Box 1229 Leander, Texas 76646-1220 Tel: (512) 259-3482 Fax: (512) 259-6016			
ENGINEER FRANK T. PHELAN, P.E.		DATE 11 - 27 - 07	DRAWN BY JJD	PROJECT NO. 100-900-10	DRAWING NO. 1 OF 1

Exhibit "B"

NEGOTIATED MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the owners of the subject property and the City have negotiated the terms of municipal services to be provided to the property;

WHEREAS, the owners of the subject property agree the infrastructure provided for herein and existing infrastructure are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owners of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City.

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

(1) **General Municipal Services.** The subject property is located within the City's extraterritorial jurisdiction and is more particularly described in the Resolution or Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the

A. Water service and maintenance of water facilities as follows:

- (i) Inspection of water distribution lines as provided by statutes of the State of Texas.
- (ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property (the "CCN holder") and the utility providing wholesale or retail water service to said CCN holder, or absent a utility holding a CCN, in whose jurisdiction the subject property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the subject property owner shall construct the internal water lines and pay all costs associated with line extension and necessary facilities to service the subject property as required in City ordinances at the time of the request and in conjunction with Chapter 395 of the Local Gov't Code. As the subject property develops and water services are sought from the CCN holder or from the utility that has jurisdiction over the subject property, that the City's ordinances, policies, or agreements between the City and the subject property owner shall govern the extension of water services to the subject property and the City shall have no obligation to service in another CCN, except as provided by agreement between the City and the CCN holder. The continued use of any preexisting water well servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner requests and is able to connect to a water service provider.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- (ii) Wastewater services are available to the area proposed for annexation in the same manner, terms and costs, as they are available in other similar locations within the City or, if not readily available, an onsite wastewater system will be required for qualifying sites. The continued use of a preexisting septic system servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner request and is able to connect to wastewater service. The subject property owner shall construct the internal wastewater lines and pay the costs of line extension and facilities as required in City ordinances and in conjunction with Chapter 395 of the Local Gov't Code. Upon acceptance of the wastewater lines within the subject property, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City.

C. Maintenance of streets and rights-of-way as appropriate as follows:

- (i) Provide maintenance services on streets off-site of the subject property that are

limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area. The subject property therein shall be grandfathered and subject to the City's police power regulations as set forth in duly adopted ordinances. Upon annexation of the subject property into the City limits, existing use(s) shall be permitted to continue, to the extent permitted or required by law. If the subject property is proposed for a different use or conveyed, the subject property owner shall be deemed to have abandoned any grandfathered use of the subject property recognized. This shall constitute an agreement pursuant to section 43.035 of the Local Gov.'t Code allowing for the continued use of the subject property for agricultural purposes, including the raising of livestock. Subject to the current owner retaining ownership, the following uses are recognized: (1) the at large status for canines used for agricultural or ranching purposes shall be permitted continued and (2) the discharging of fireworks and firearms shall be permitted to continue so long as the use does not create a health and safety risk to the public.

The subject property shall be temporarily zoned "R-1" with the intent to rezone the property upon request of the landowner(s) or staff and after adhering to all notice and public hearing requirements established by applicable City and State laws. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the subject property plans and planned development of the subject property or redevelopment of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

finally accepted by the City. The maintenance of the streets and roads will be limited to public roadways as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

(B) Routine maintenance as presently performed by the City; and

(C) The subject property owner(s) will be required to develop any roadways required as a result of property owner's subdivision or other development of the property.

(ii) Following installation of the roadways and acceptance of the improvements by the City, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

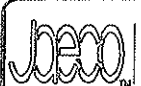
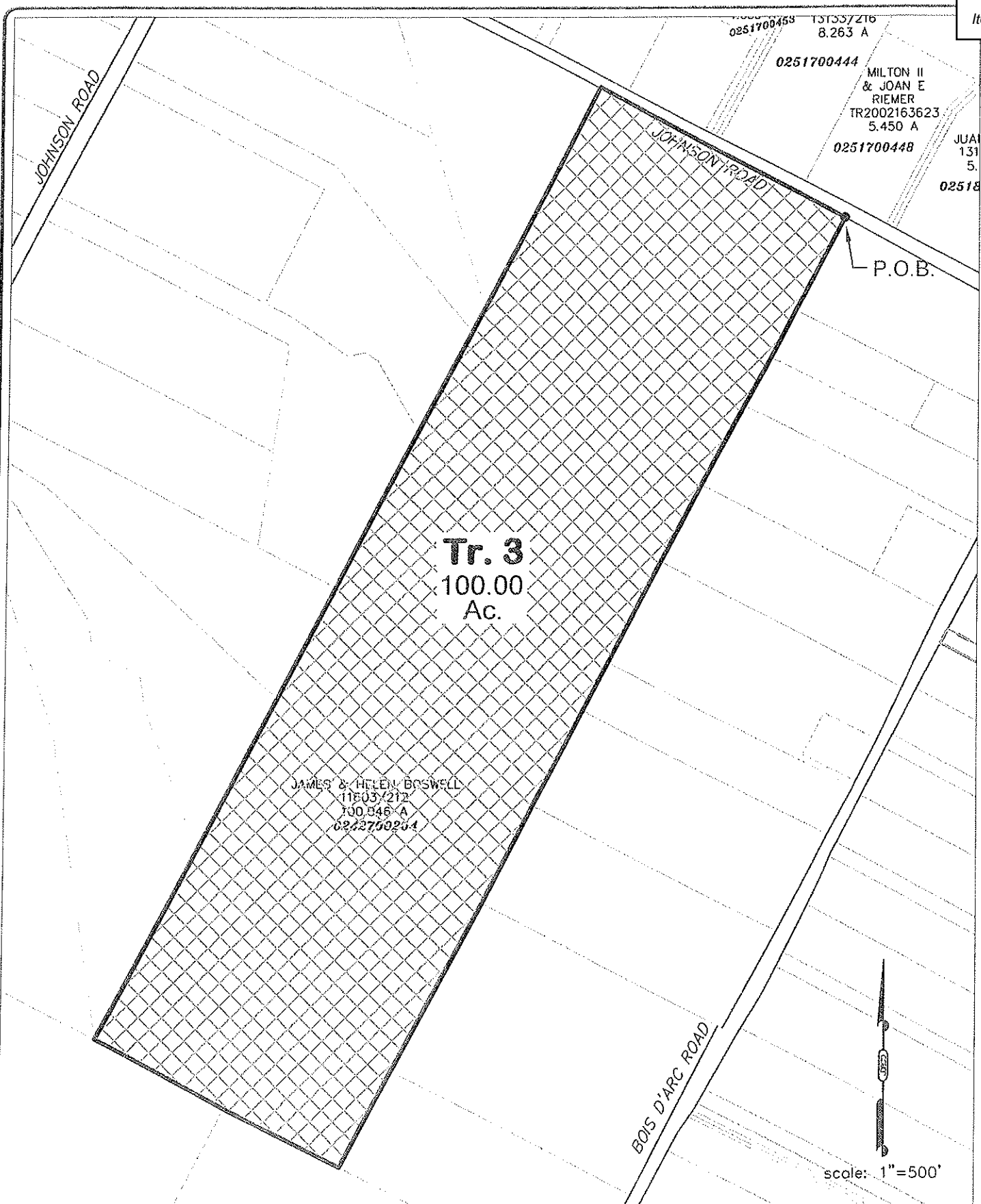
(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Ordinance and any exhibits thereto to which this Service Plan is attached.



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 255-3532 Fax: (512) 255-4016

TRACT 3

ENGINEER FRANK T. PHELAN, P.E.	DATE 11 - 27 - 07	DRAWN BY JJD	PROJECT NO. 100-900-10	DRAWING NO. 1 OF 1
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105 A
700435

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9,292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.526 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

JRC
REALTY,
INC.
13070/86
12.556 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

ALTON L. SCOTT
TR2001166421
1.000 A
0251700453

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
73133/135
3272 A
025180015A

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

JOHNSON ROAD

BOIS D'ARC ROAD

scale: 1"=400'

JOE

Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 259-3832 Fax: (512) 259-5016

TRACT 4

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

011647
105 A
700435

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

Tr. 5

RICHARD A.
PERSHAU
TR1999085418
10.797 A
0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

JRC
REALTY,
INC.
13070/86
12.556 A

0251800108

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

ALTON L. SCOTT
TR2001166421
1.000 A
0251700453

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

MILTON II
& JOAN E.
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD

BOIS D'ARC ROAD

BOIS D'ARC

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 259-5555 Fax: (512) 259-6016

TRACT 5

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

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13107/1406
13.69 A

00443

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A
0251700450ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449ALTON L. SCOTT
TR2000166421
1.000 A
0251700459SANTIAGO
RIOJAS JR.
13133/216
8.263 A
0251700444ALTON L.
& JOAN L.
RIEMER
TR2002153523
5.450 A
0251700448
Tr. 6THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 AJOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157RICHARD A.
PERSHAU
TR1999085418
10.797 A
0251800158RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

0251800108

JRC
REALTY,
INC.
13070/86
12.556 AJUAN TRETO
13133/185
5.272 A
0251800154JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

BOIS D'ARC

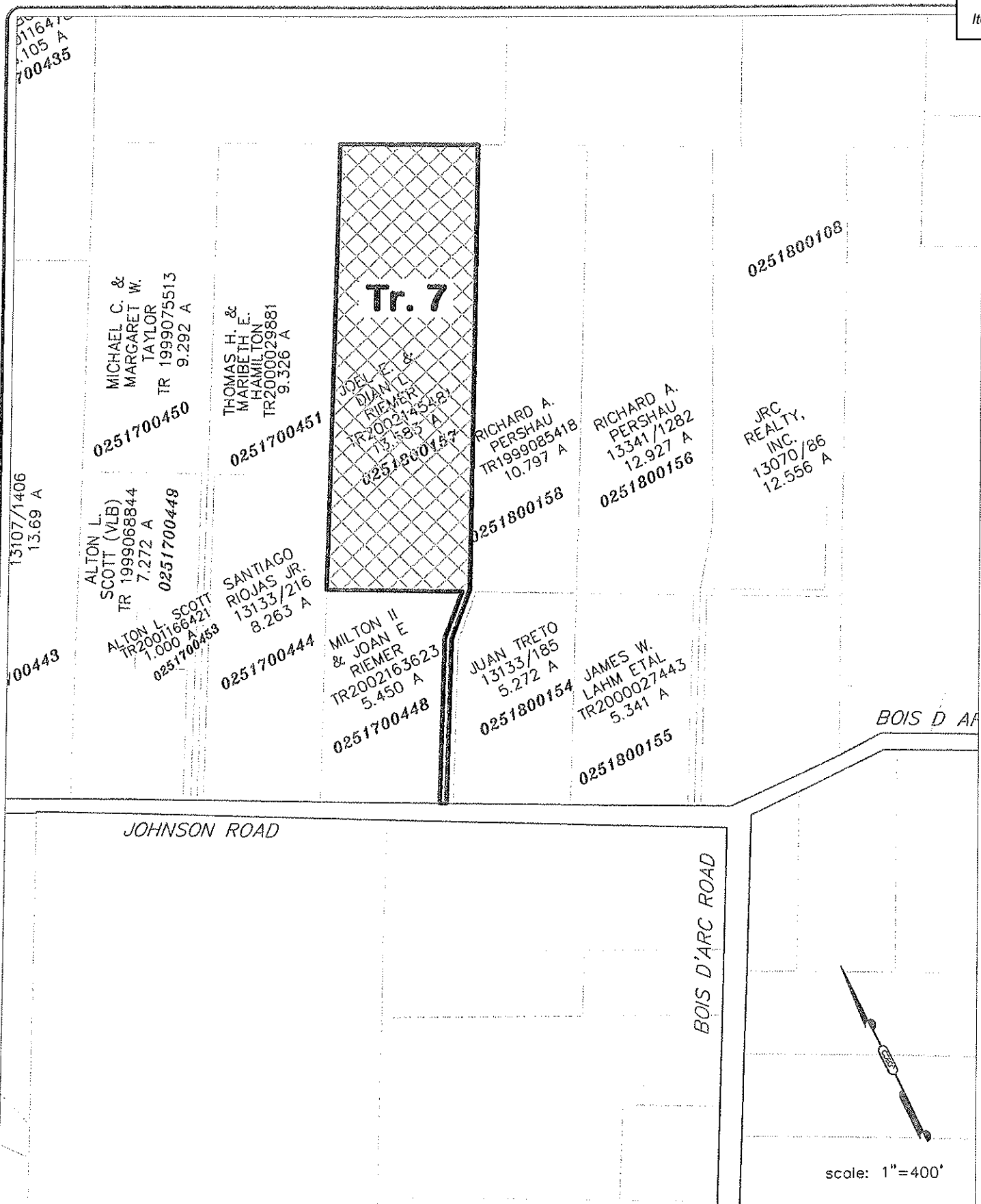
BOIS D'ARC ROAD


JOHNSON ROAD

scale: 1"=400'

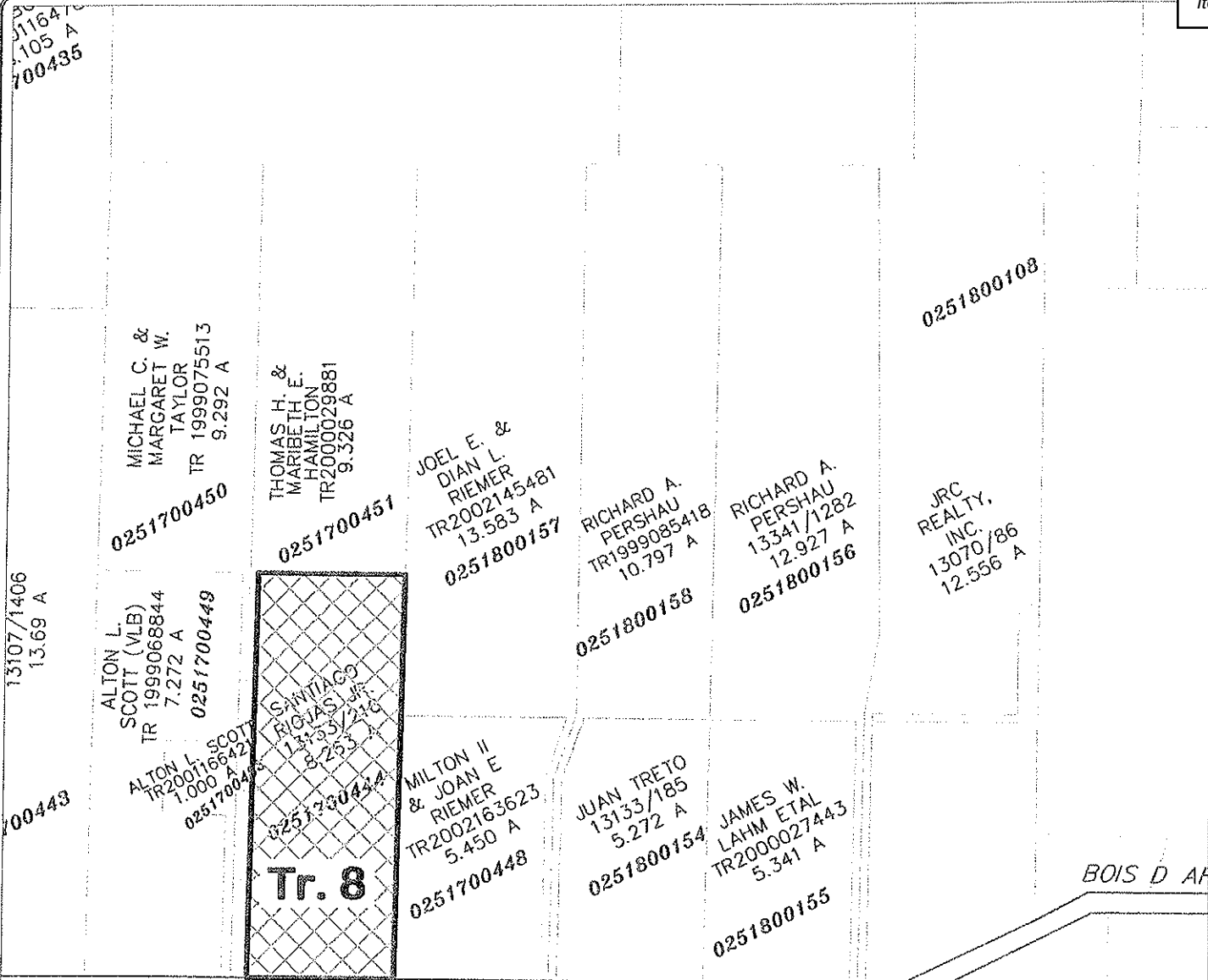
Jay Engineering Company, Inc.
P. O. Box 1220
Lander, Texas 75545-1220
Tel: (512) 259-3882 Fax: (512) 259-8216**TRACT 6**ENGINEER
FRANK T. PHELAN, P.E.DATE
11 - 27 - 07DRAWN BY
JJDPROJECT NO.
100-900-10DRAWING NO.
1 OF 1

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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78548-1220 Tel: (512) 259-9552 Fax: (512) 259-2016		TRACT 7		
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1

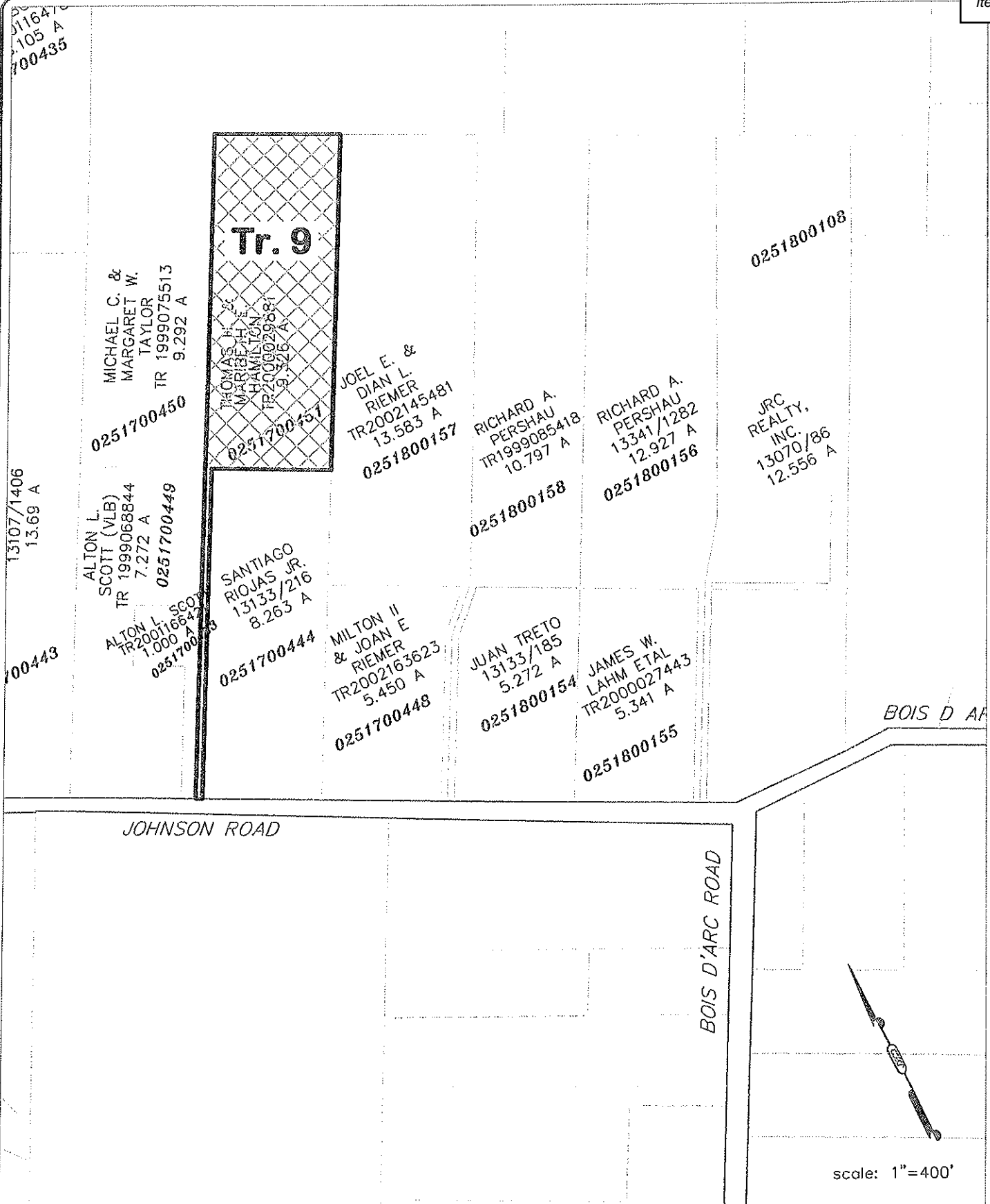
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scale: 1"=400'

 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 259-3882 Fax: (512) 259-6016		TRACT 8	
ENGINEER	DATE	DRAWN BY	PROJECT NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10
			DRAWING NO.
			1 OF 1

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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 259-3887 Fax: (512) 259-8216		TRACT 9		
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1

Tr. 10

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1993075513
9.292 A

0251700450

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

JRC
REALTY,
INC.
13070/86
12.556 A

0251800108

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

ALTON L. SCOTT
TR2001166427
1.000 A
0251700453

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD

BOIS D'ARC ROAD

BOIS D'ARC

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 259-3612 Fax: (512) 259-8016

TRACT 10

ENGINEER
FRANK T. PHELAN, P.E.

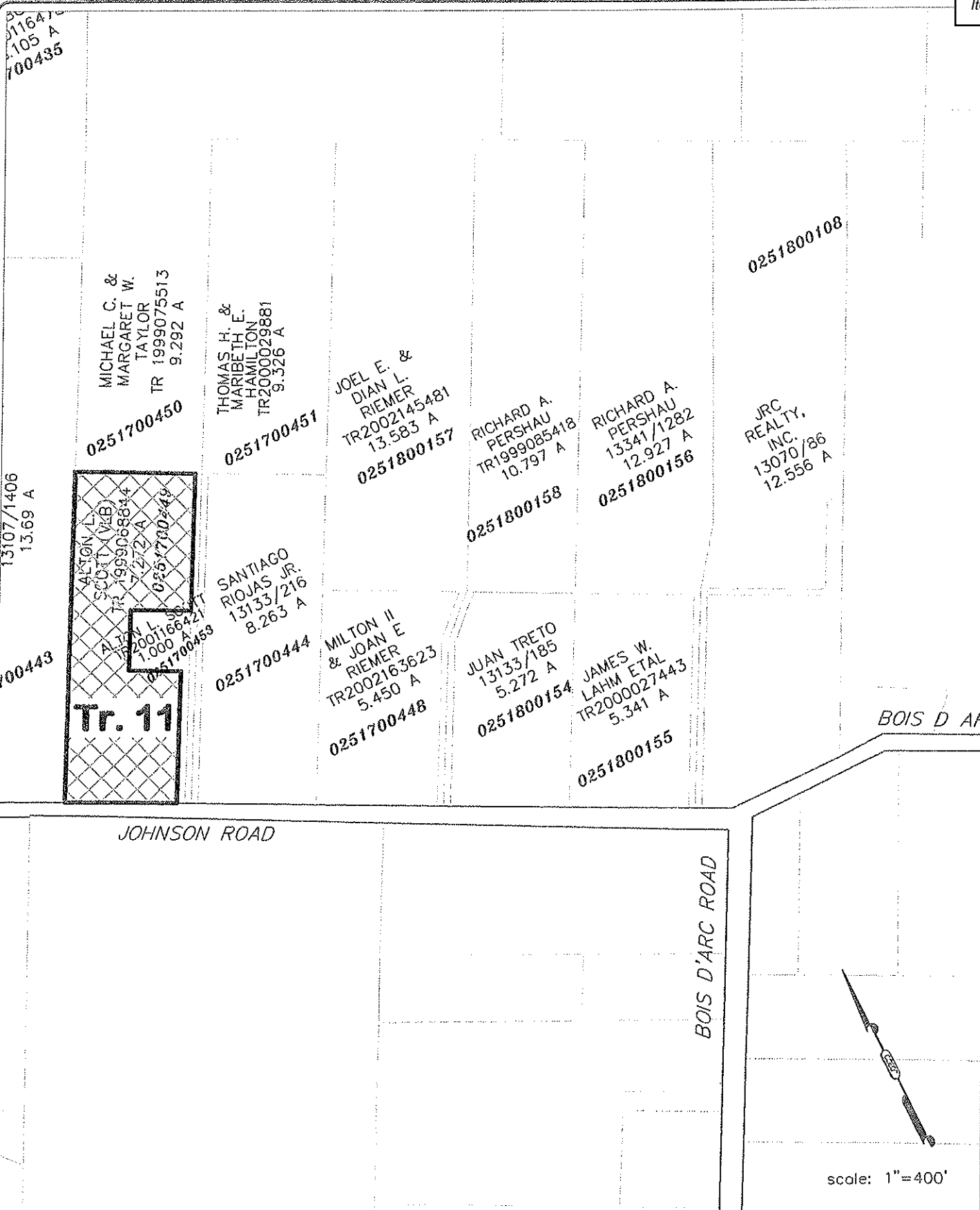
DATE
11 - 27 - 07


DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 259-3882 Fax: (512) 259-6010		TRACT 11		
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A
0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

JRC
REALTY,
INC.
13070/86
12.556 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

SANTIAGO
RIOJAS JR.
13133/216
8.263 A
0251700444

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155


Tr. 12

JOHNSON ROAD

BOIS D'ARC ROAD

BOIS D'ARC

scale: 1"=400'

 <p>Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 76640-1220 Tel (512) 259-3882 Fax (512) 259-6016</p>		<p>TRACT 12</p>	
ENGINEER	DATE	DRAWN BY	PROJECT NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10
		DRAWING NO.	
		1 OF 1	

LORRAINE
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

(5.384 A)

Tr. 13

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A
0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800159

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY J. MILEGAN
13107/1406
13.69 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

SANTIAGO
RIOJAS JR.
13133/216
8.263 A
0251700444

MILTON II
& JOAN E.
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

ALTON L. SCOTT
TR2001166421
1.000 A
0251700453

0251700443

0251700437

0251700436

JOHNSON ROAD

scale: 1"=400'



Joy Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78546-1220
Tel: (512) 259-3682 Fax: (512) 259-8016

TRACT 13

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

LORRAINE
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

Tr. 14

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

0251700437

GERALD & KRISTEN SCHMALZRIED
12819/1105 (18.508 A)
TOTAL 13.69 A

0251700435

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

0251700443

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

0251700450

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

0251700449

ALTON L. SCOTT
TR2001166421
1.000 A

0251700453

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A

0251700448

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A

0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A

0251800159

JUAN TRETO
13133/185
5.272 A

0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78046-1220
Tel: (512) 259-3682 Fax: (512) 259-5010

TRACT 14

ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1

SPARKS ROAD

LORRAINE G.
WATKINS
12865/12494
14.175 A
0151700438

Tr. 15
14.44 Ac.

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

P.O.B.

KENNETH W. SEEKER
TR 1999090457
102.750 A
0251800146

CHARLES A. & ELAINE
GRABOWSKI
TR2000107395
22.36 A
0251800117

scale: 1"=400'

(5.384 A)

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

GERALD & KRISTEN SCHWALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

0251700450

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

0251700449

ALTON L. SCOTT
TR2001166421
1.000 A

0251700453

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A

0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1287
12.927 A

0251800155

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A

0251700448


JUAN TRETO
13133/185
5.272 A

0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD

		Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 76640-1220 Tel: (512) 259-3882 Fax: (512) 259-8016		TRACT 15	
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.	
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1	

SPARKS ROAD

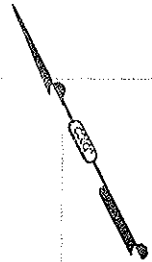
Tr. 16

LORRAINE G.
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR 2001167181
18.105 A
0251700435

KENNETH W. SEEKER
TR 1999090457
102.750 A
0251800146

CHARLES A. & ELAINE
GRABOWSKI
TR 2000107395
22.36 A
0251800117



scale: 1" = 400'

(5.384 A)

ROBERT E. & KAY H. GOFF
TR 2001167092
13.69 A

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

ALTON L. SCOTT
TR 2001166421
1.000 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR 2000029881
9.326 A

JOEL E. &
DIAN L.
RIEMER
TR 2002145481
13.583 A

RICHARD A.
PERSHAU
TR 1999085418
10.797 A

RICHARD A.
PERSHAU
13341/1287
12.927 A

0251700437

0251700436

0251700443

0251700450

0251700451

0251800157

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

MILTON II
& JOAN E.
RIEMER
TR 2002163623
5.450 A

JUAN TRETO
13133/185
5.272 A

JAMES W.
LAHM ETAL
TR 2000027443
5.341 A

JOHNSON ROAD



Jeco Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 76646-1220
Tel: (512) 259-3887 Fax: (512) 259-4016

TRACT 16

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

SPARKS ROAD

LORRAINE G.
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR
TR2001164781
18.105 A
0251700435

KENNETH W. SEEKER
TR 1999030457
102.750 A
0251800146

Tr. 17
36.40 Ac.

CHARLES A. & ELAINE
GRABOWSKI
TR2000107395
22.36 A
0251800117

P.O.B.

scale: 1"=400'

(5.384 A)

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

ALTON L. SCOTT
TR2001166421
1.000 A

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A

RICHARD A.
PERSHAU
TR1999085418
10.797 A

RICHARD A.
PERSHAU
13341/128
12.927 A

0251700437

0251700436

0251700443

0251700450

0251700451

0251800157

0251800158

0251800159

0251700444

0251700448

0251800154

0251800155

JOHNSON ROAD



Jay Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78645-1220
Tel: (512) 259-3822 Fax: (512) 259-8910

TRACT 17

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1



Date: Friday, October 20, 2023

Patsy Graham
Palomino Enterprises, LLC
13410 Mussel Run
ELGIN TX 78621
patsy@paloent.com

Permit Number 2023-10756
Job Address: 12906 Johnson Road, Manor 78653

Dear Patsy Graham,

Staff has completed its review of plans for the 12906 Johnson Road that is to be located at 12906 Johnson Road, Manor 78653. Comments from this review follow.

Building Official Review

The following comments have been provided by Greg Eller. Should you have any questions or require additional information regarding any of these comments, please contact Greg Eller by telephone at (512) 272-5555 or by email at geller@manortx.gov.

Please respond to the following review comments:

- 1) Site plan and survey not legible.
- 2) Plans not legible and incomplete. See item # 19
- 3) Does not meet City architectural requirements. See # 19
- 4) Engineer foundation plans required.
- 5) Engineer design for metal bldg. required.
- 6) Building orientation on site plan required.
- 7) Windshear compliance per IRC provide framing details. See # 19
- 8) Stairs? Provide 2nd story floor plan, floor joists etc.
- 9) Provide framing plans. See # 19
- 10) Provide a ResCheck or similar energy compliance calculation. See # 19
- 11) Bedroom egress. See # 19
- 12) No windows, min 8% SF of habitable rooms. See # 19
- 13) Porch not shown on foundation plan.
- 14) Minimum 2 space fully enclosed garage, attached or detached.
- 15) Travis County Health is responsible for your septic review and permit.
- 16) Application has 3888 SF, foundation is 4600 w/o porches and no garage. Enclose SF is 3456 SF. Will garage be attached or detached? Horse stalls 1152 SF (same classification as covered patio) Entire roof coverage needs to be listed.
- 17) No electric plans or service size.
- 18) Missing water service meter size and waterline to structure size.
- 19) Plans submitted must provide sufficient details to verify code compliance The city cannot design plans. The acquisition of a design professional (architect) is highly recommended.
- 20) Review stopped and incomplete due to lack of documentation for code and ordinance compliance.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (512) 272-5555, or by e-mail at geller@manortx.gov.

Thank you,



Greg Eller

STOP WORK ORDER



CITY OF
MANOR
EST. ★ 1872
TEXAS

City of Manor
Development Services
416 Gregg St.
PO Box 387
Manor, TX 78653
P: 512-272-5555
www.cityofmanor.org

Address: 12906 Johnson Road

Date: February 7, 2024

Notice given to: _____

Notice posted at: On site

As authorized by Manor City Ordinance Sec. 3.01.007, you are hereby directed to stop construction work for the following reasons:

Work without required permit.

All work must stop.

Do not proceed until the City of Manor has issued the proper permits.

Violation of a Stop Work order is subject to a fine up to \$2000.00, each day is a new offence.

Apply for a building permit at www.mygovernmentonline.org

Greg Eller
Building Official



Signature

Contact: Permit Department Phone 512-272-5555 #4

Email: permits@permits@manortx.gov

Do not remove this notice until authorized by the City Building Official.

DO NOT PROCEED

WITH THIS JOB UNTIL THE ABOVE HAS BEEN APPROVED FOR CORRECTION BY THE DEPARTMENT OF DEVELOPMENT SERVICES.





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas.

Applicant: Retail Connections

Owner: Retail Connections

BACKGROUND/SUMMARY:

This SUP request is on the property for the multi-tenant portion of the larger Manor Crossing development that is planned to have an HEB, Home Depot, and 11 pad sites. The multi-tenant property will have approximately 150,000 sf of commercial space. This SUP is requesting up to 15,000 sf of that be used for medical offices or medical clinics. Those uses would include dentists, eye doctors, and clinics.

P&Z voted 6-1 to approve but reduced the maximum allowable area to 10,000 sf. The Commission wanted to maximize the amount of retail and restaurant space in the shopping center.

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

- Letter of Intent
- Building layout
- Proposed tenants
- Notice
- Mailing labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council conduct the public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Texas

PLANNING & ZONING COMMISSION	Recommend Approval	Disapproval	None
	X- Reduced to 10,000 sf		



March 8, 2024

City of Manor – Planning & Zoning
105 E Eggleston St,
Manor, TX 78653
ATTN: Scott Dunlop, Michael Burrell

Via email: sdunlop@manortx.gov , mburrell@manortx.gov

RE: Letter of Intent regarding applicant's intent to obtain an SUP in relation to "Medical Office(s)" & "Medical Clinic(s)" at Manor Crossing Shopping Center in Manor, Texas.

To whom it may concern,

This Letter of Intent ("LOI") shall formally represent applicant's intent to obtain a Special Use Permit ("SUP") for the right to operate one or multiple Medical Office(s) and/or Medical Clinic(s) (as defined in Sec. 14.01.008 in the city's ordinance and shown below) up to 15,000 square feet in the zone as shown on Exhibit A labeled as "Shopping Center".

Any and all Medical Office(s) and/or Medical Clinic(s) or replacements thereof, will be of the type and quality typically found in Class A shopping centers in Texas.

Medical Office Definition:

"Office, medical means the use of the site for the consultation, diagnosis, therapeutic, preventative, or corrective personal treatment by doctors, dentists, or similar practitioners of medical and healing arts for humans, medical or dental laboratories. These facilities can be differentiated from a medical clinic in that such facilities primarily operate on an appointment basis, are generally not open to the general walk-in public, and offer specialized services or attention."

Medical Clinic Definition:

"Medical clinic means the use of the site for the provision of medical, psychiatric, or surgical services on an outpatient basis. These facilities can be differentiated from a medical office in that such facilities would be primarily open to and operated for the general, walk-in public, and would not normally require an appointment. This use includes ambulatory surgical centers (ASC); end-stage renal disease facility (dialysis); outpatient services; and freestanding emergency medical care facility."

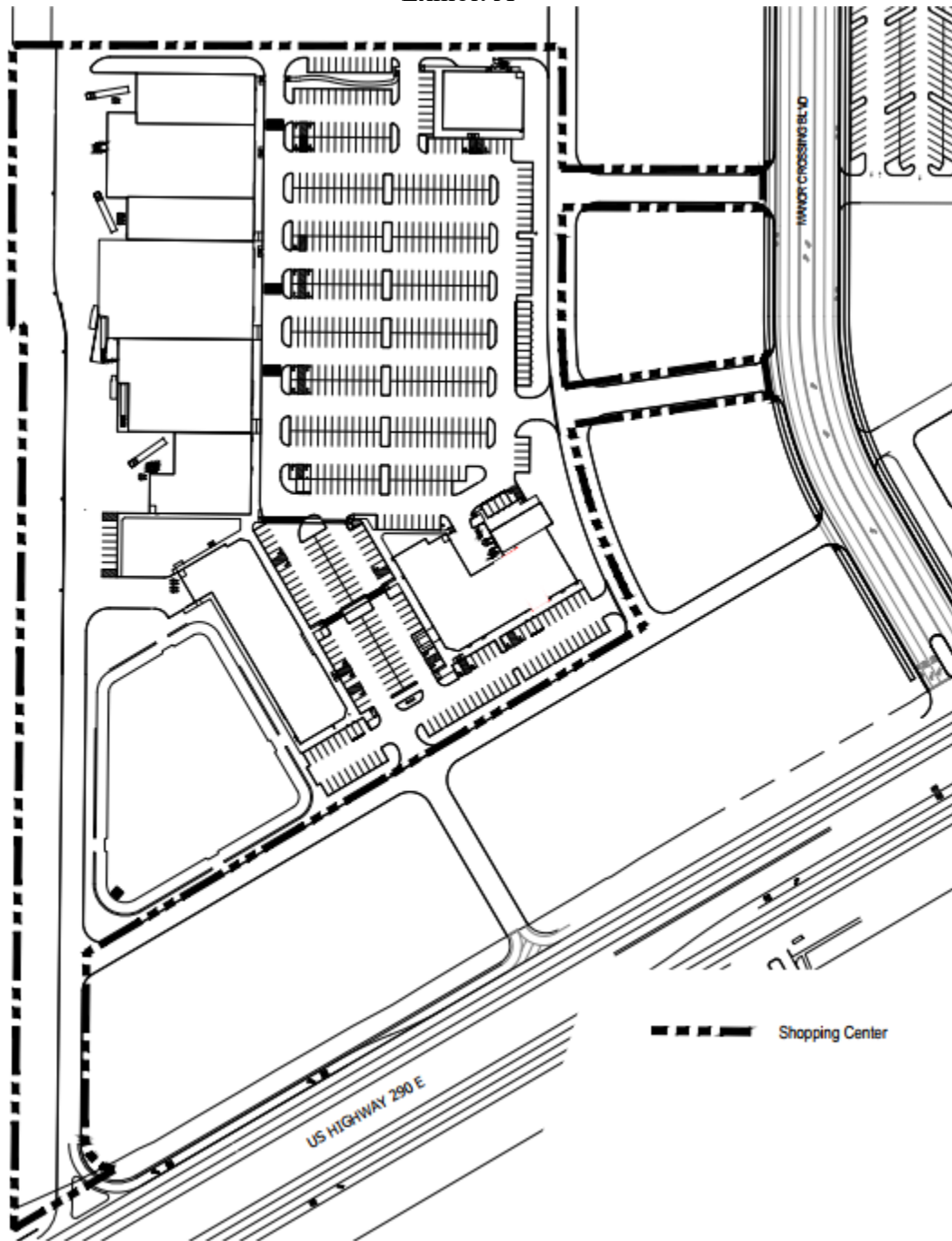
Let us know if there's further questions.

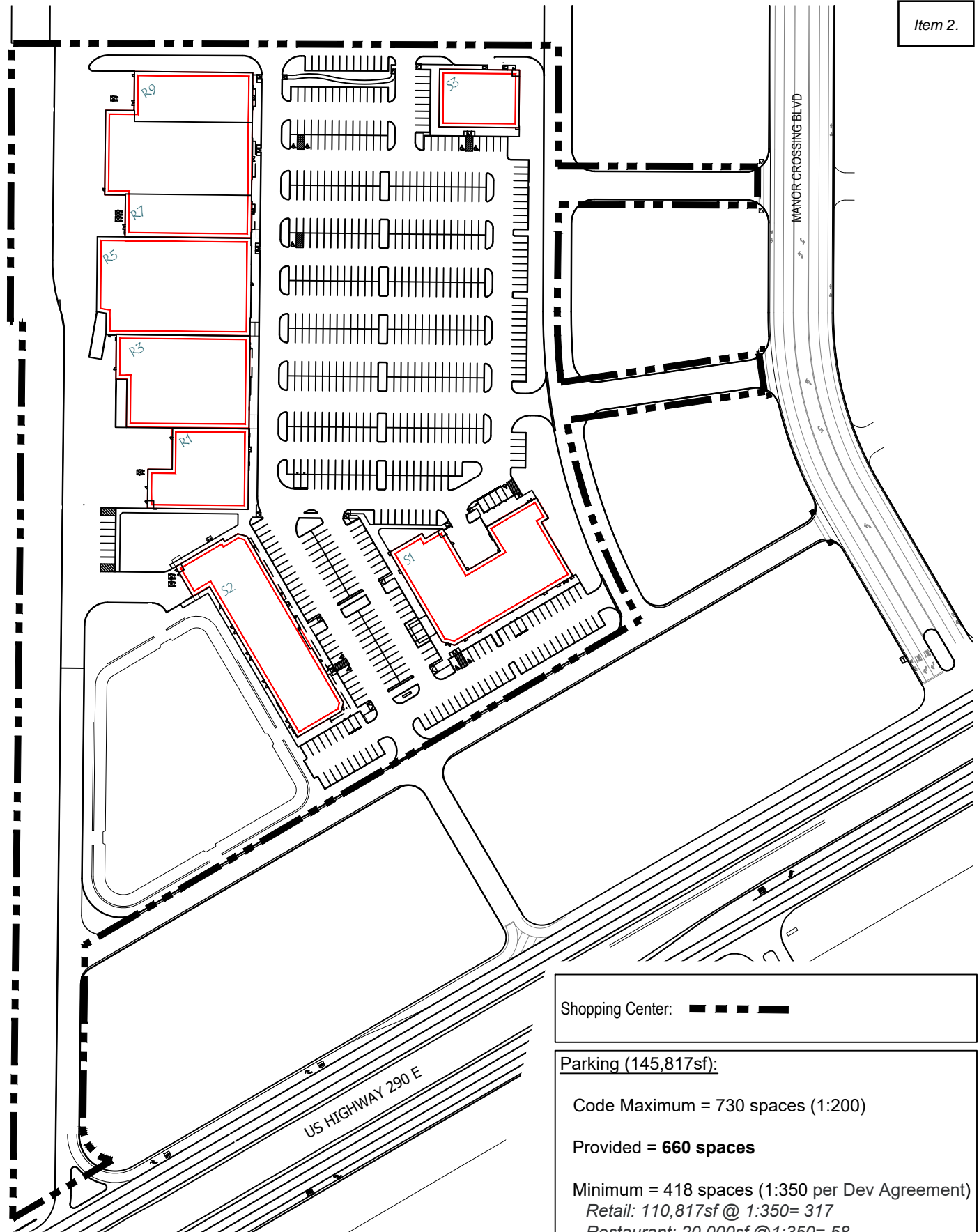
Sincerely,

CONNECTED ACQUISITION SERVICES, LLC,

By:
Name: Matt Wilson

Exhibit A





Shopping Center: ■ ■ ■ ■ ■

Parking (145,817sf):

Code Maximum = 730 spaces (1:200)

Provided = **660 spaces**

Minimum = 418 spaces (1:350 per Dev Agreement)

Retail: 110,817sf @ 1:350= 317

Restaurant: 20,000sf @ 1:350= 58

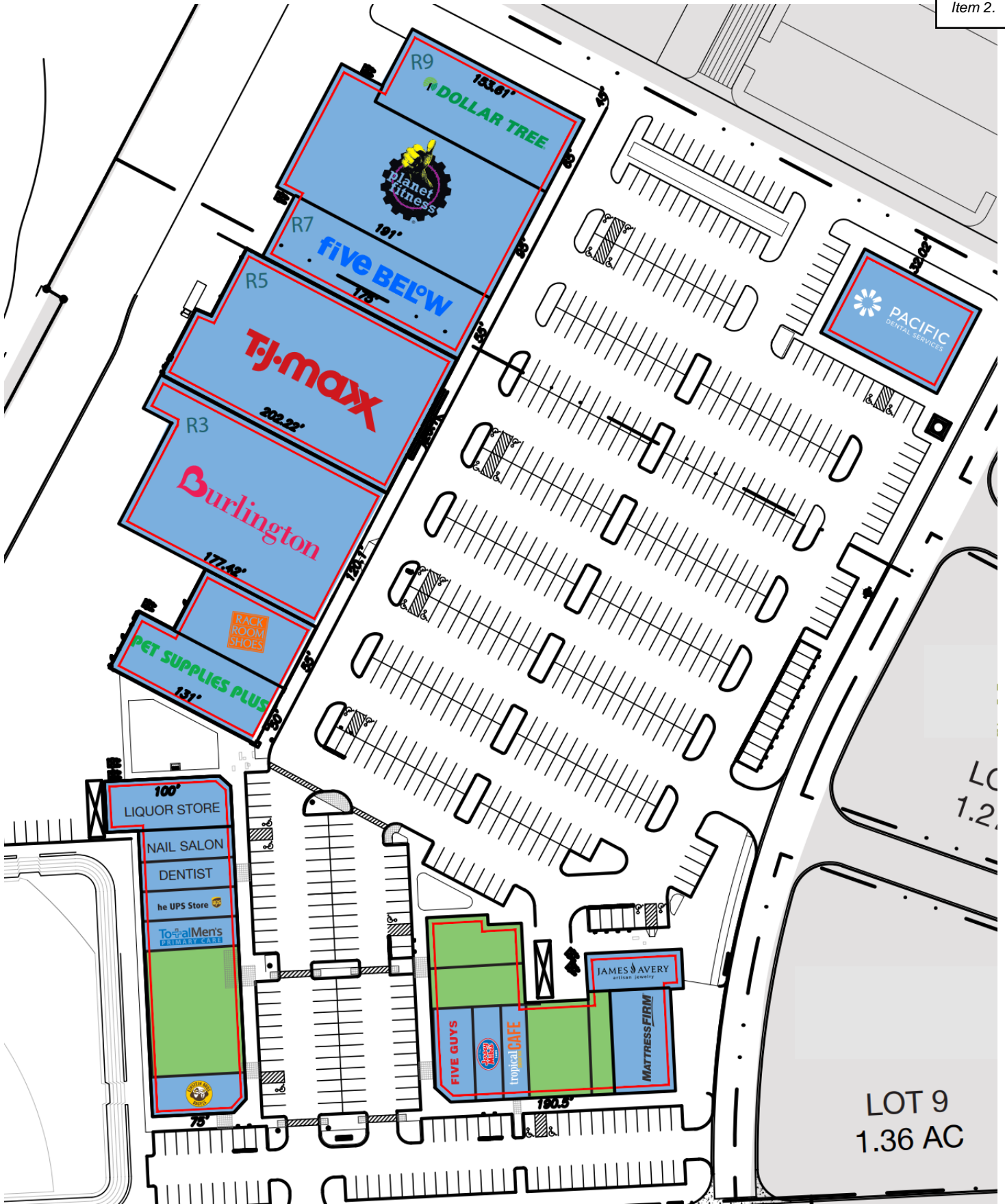
Medical Office: 15,000sf @ 1:350 = 43

This site plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated by the Owner. Building size, site dimensions, access and parking areas, existing tenant locations and identities are subject to change at the Owner's discretion, except as otherwise expressly restricted herein.



Manor Crossing

Manor, TX February 15, 2024



Item 2.

Property ID: 986086 ↗

Owner Name: 13100 FM 973 INC

[VIEW INFO](#)



2/28/2024

City of Manor Development Services

Notification for a Specific Use Permit Application

Project Name: Medical Office SUP - Manor Crossing

Case Number: 2024-P-1618-CU

Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx

Applicant: Retail Connections

Owner: Retail Connections

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Manor Crossing - SUP Notices Addresses (300')	
Parcel ID	Address
710219	14008 Shadowglen Blvd, 78653
568065	12801 Lexington St, 78653
697020	13720 Shadowglade Pl., 78653
697021	13724 Shadowglade Pl., 78653
697022	13728 Shadowglade Pl., 78653
697023	13725 Shadowglade Pl., 78653
697024	13721 Shadowglade Pl., 78653
697025	13717 Shadowglade Pl., 78653
697054	11708 Pillion Pl., 78653
697055	11705 Gold Run CV., 78653
697056	11716 Pillion Pl., 78653
697057	11720 Pillion Pl., 78653
697026	11709 Pillion Pl., 78653
697027	11713 Pillion Pl., 78653
697028	11717 Pillion Pl., 78653
697029	11721 Pillion Pl., 78653
697030	11725 Pillion Pl., 78653
697031	11729 Pillion Pl., 78653
697032	11733 Pillion Pl., 78653
697033	11737 Pillion Pl., 78653
697034	13745 Shady Ridge Ln., 78653
700577	13816 Field Spar Dr., 78653
700578	13820 Field Spar Dr., 78653
700579	13824 Field Spar Dr., 78653
700580	13828 Field Spar Dr., 78653
700581	13832 Field Spar Dr., 78653
700582	11501 Sun Glass Dr., 78653
700616	11505 Sun Glass Dr., 78653
700648	11509 Sun Glass Dr., 78653
700621	11513 Sun Glass Dr., 78653
700590	13821 Field Spar Dr., 78653
700591	13817 Field Spar Dr., 78653
700670	13820 Tercel Trce., 78653
700671	13824 Tercel Trce., 78653
236853	13407 N. FM Rd 973, 78653
236854	E. U.S. HY 290, 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, Texas.

Applicant: Quiddity Engineering

Owner: Gregg Lane Dev., LLC

BACKGROUND/SUMMARY:

The New Haven PUD was first approved on April 19th, 2023. The current PUD contains:

- 190 50' residential lots
- 81 60' residential lots
 - 271 total
- 1 commercial lot
- 1 public utility lot (water storage tanks)
- 21.6 acres of open space and parks, which contain:
 - 8' – 6' concrete trails
 - 10-20 space parking lot
 - Shade structure
 - Playgrounds
 - Active play equipment, exercise equipment, volleyball court, picnic tables
 - Benches and trash receptacles

The revised PUD contains:

- 175 50' residential lots
- 87 60' residential lots
 - 262 total
- 1 commercial lot
- 1 public utility lot (water storage tanks)
- 26.3 acres of open space and parks, which contain:
 - 8' – 6' concrete trails
 - 10-20 space parking lot
 - Shade structure
 - Playgrounds
 - Active play equipment, exercise equipment, volleyball court, picnic tables

- Benches and trash receptacles

The revised PUD has reduced the number of residential lots by nine and increased the open space and park acreage by 4.7 acres. There is no change to the park amenities, the commercial acreage, or the utility lot acreage. The street layout has also been revised and there is now more street visibility into the open space and park areas.

The PUD is being revised because the proposed street is more cost-efficient for the developer due to the topography of the area and the grading work necessary during construction.

P&Z voted 7-0 to approve with conditions:

1. Parallel parking spaces on the roads adjacent to the 'Nature Preserve' and 'Trail' areas
2. Installation of pedestrian safety measures at the intersection of the Primary Collector and 70' ROW

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

- | | |
|---|--|
| <ul style="list-style-type: none"> • Ordinance • New Haven revised PUD • New Haven current PUD • PUD comparison | <ul style="list-style-type: none"> • Conformance Letter • Ordinance 698 • Public notice • Mailing labels |
|---|--|

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council conduct the public hearing on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development and being located near the corner of Gregg Ln and FM 973, Manor, Texas.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X – with conditions		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE 698 TO MODIFY THE PLANNED UNIT DEVELOPMENT SITE PLAN FOR THE NEW HAVEN FINAL PLANNED UNIT DEVELOPMENT; REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, Ordinance 698 was adopted by the City of Manor City Council (the "City Council") on April 19, 2023;

Whereas, the owner of the Property is requesting to amend Ordinance 698 in order to modify the Planned Unit Development Site Plan for the New Haven Final Planned Unit Development;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council; and

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinance. Ordinance No. 698 is hereby modified and amended by deleting Exhibit "B" in its entirety and replacing it with a new Exhibit "B" to include the modified planned unit development site plan for the New Haven Final PUD, attached hereto and incorporated herein as if fully set forth.

Section 3. Severability. Any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Amendment of Conflicting Ordinances. Exhibit "B" of the City's Ordinance 698 is hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are amended only to the extent of such conflict otherwise remaining in full force and effect. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

ORDINANCE NO.**Page 2**

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED FIRST READING on this the 20th day of March 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of April 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

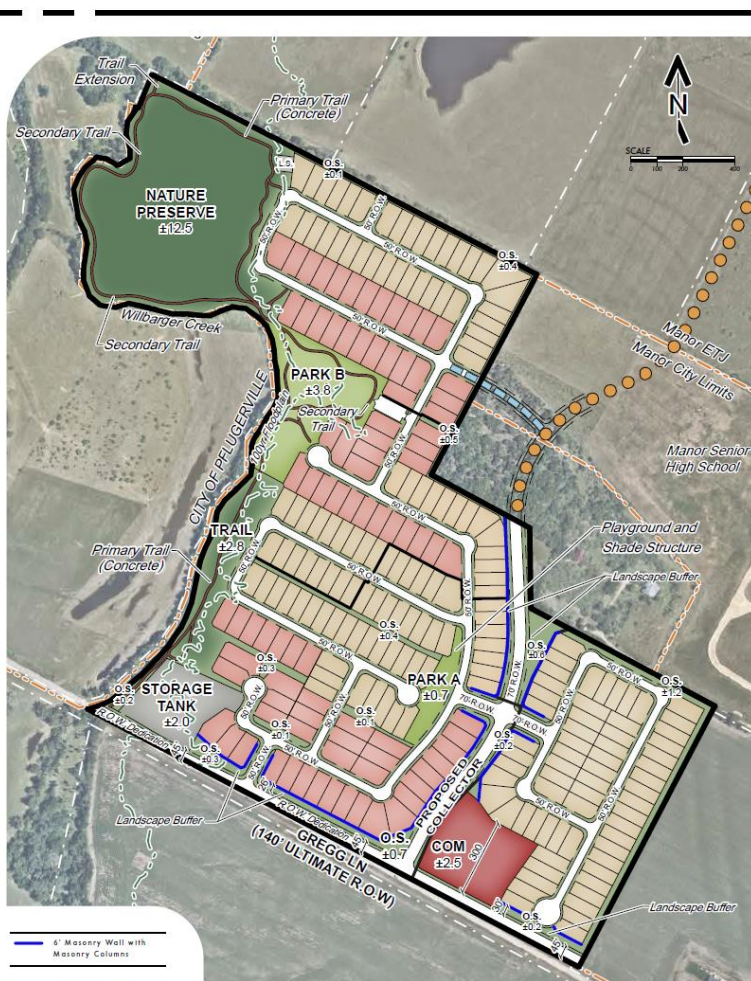
Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

EXHIBIT "B"

Planned Unit Development Site Plan for the New Haven Final Planned Unit Development
[attached]



*Masonry Columns shall be installed approximately 20' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES	LOTS	ACRES	TOTAL %
1) RESIDENTIAL - TYP. 60'x120'	176 LOTS	38.6 AC.	40%
2) RESIDENTIAL - TYP. 60'x120'	87 LOTS	19.2 AC.	21%
3) COMMERCIAL	2.6 AC.	3%	
4) UTILITY	2.0 AC.	2%	
5) DETENTION / NATURE PRESERVE	12.8 AC.	13%	
6) PARK/OPEN SPACE	10.8 AC.	11%	
7) TRAILS	3.0 AC.	3%	
8) COLLECTOR THROUGHWAY	1.7 AC.	2%	
TOTALS	282 LOTS	90.3 AC.	100%

*Variation is approximate and includes adjacent right of way.

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot Size	Minimum Height	Maximum Density
	Front	Side	Corner	Rear			
1) R-1	25' (or 20' on col. de. st.)	5'	5'	5'	7,200 sq. ft.	8'	5 units/acre
2) R-2	25' (or 20' on col. de. st.)	5'	5'	5'	7,200 sq. ft.	8'	5 units/acre

* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
1) R-1	60%	60%
2) R-2	60%	60%
3) C-1	70%	70%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
1) R-1	10%
2) R-2	10%
3) C-1	15%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) THREE-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE OR LOTS 95 IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR (4) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 100 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE (1) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIVE (5) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER.

6) PARKLAND

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE**
- 1) Concrete Primary Trail (50' Connection)
 - 2) Concrete Secondary Trail (50' Connection)
 - 3) Concrete (300' Approximate Spacing)
- PARK A**
- 1) 10' Shade Structure
 - 2) 10' Shade Structure
 - 3) 10' Shade Structure
 - 4) 10' Shade Structure
 - 5) 10' Shade Structure
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 - 99) 10' Shade Structure
 - 100) 10' Shade Structure

8) TRAFFIC

The Traffic Volume will be 6,602 Trips generated to and from this site

9) UTILITIES

Utility	Location	Depth
1) Water	10' to 12'	12"
2) Sewer	10' to 12'	12"
3) Gas	10' to 12'	12"
4) Electric	10' to 12'	12"
5) Telecommunications	10' to 12'	12"

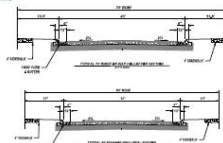
Note: These depths are based on the depth of the utility as shown on the site plan.

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOL BEVERAGE ESTABLISHMENT, BREWERY, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE, ALCOHOL SALES SHALL BE COMPLIANT WITH ARTICLE 4.02 ALCOHOLIC BEVERAGES.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPPORT SERVICES, GENERAL RETAIL SALES/CONVENIENCE, GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES (SELF), AND OFFICE ACCESSORY PARKING.
- C. CHILD CARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING SCHOOL, BUSINESS OR TRADE, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



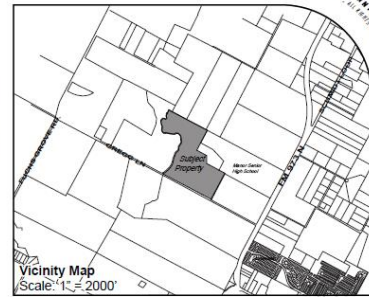
12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
1) Setback	25' Front	20' Front
2) Setback	25' Side	20' Side
3) Setback	25' Rear	20' Rear
4) Setback	25' Corner	20' Corner
5) Setback	25' Side	20' Side
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75) Setback	25' Side	20' Side
76) Setback	25' Side	20' Side
77) Setback	25' Side	20' Side
78) Setback	25' Side	20' Side
79) Setback	25' Side	20' Side
80) Setback	25' Side	20' Side
81) Setback	25' Side	20' Side
82) Setback	25' Side	20' Side
83) Setback	25' Side	20' Side
84) Setback	25' Side	20' Side
85) Setback	25' Side	20' Side
86) Setback	25' Side	20' Side
87) Setback	25' Side	20' Side
88) Setback	25' Side	20' Side
89) Setback	25' Side	20' Side
90) Setback	25' Side	20' Side
91) Setback	25' Side	20' Side
92) Setback	25' Side	20' Side
93) Setback	25' Side	20' Side
94) Setback	25' Side	20' Side
95) Setback	25' Side	20' Side
96) Setback	25' Side	20' Side
97) Setback	25' Side	20' Side
98) Setback	25' Side	20' Side
99) Setback	25' Side	20' Side
100) Setback	25' Side	20' Side

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATE: THIS DAY OF 2020.

BY: CHRISTOPHER HARVEY, MAYOR OF THE CITY OF MANOR, TEXAS.



GENERAL NOTES:

- 1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.
- 2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
- 3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300' DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

NEWHAVEN PUD

± 90.3 ACRES OF LAND

prepared for

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

QUIDDITY

3100 Alvin Devane Blvd, Suite 150
Austin, Texas 78741
Tel: 512-441-9492
www.quiddity.com

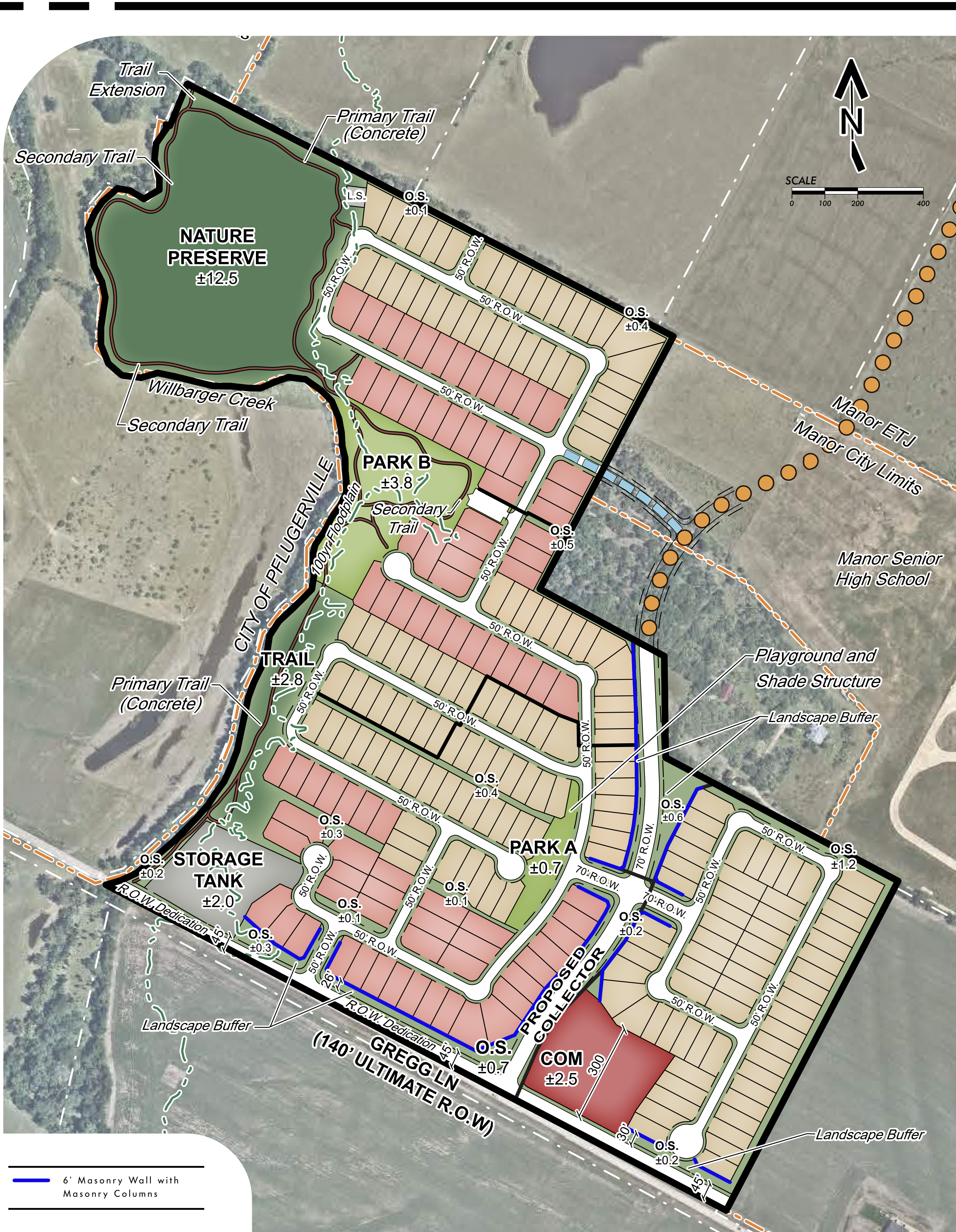
APPLICANT:
DRENNER GROUP, PC
200 Lee Barton Drive, SUITE 100
Austin, Texas 78704

SCALE: 1" = 200'

META-78007
FEBRUARY 16, 2024

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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*Masonry Columns shall be installed approximately 200' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES		LOTS	ACRES*	TOTAL %
SF	SF RESIDENTIAL - TYP. 50'x120'	175 LOTS	35.6 Ac.	40%
SF	SF RESIDENTIAL - TYP. 60'x125'	87 LOTS	19.2 Ac.	21%
COM	COMMERCIAL		2.5 Ac.	3%
UT	UTILITY		2.0 Ac.	2%
DET	DETENTION / NATURE PRESERVE		12.5 Ac.	14%
PO	PARK/OPEN SPACE		10.8 Ac.	12%
TR	TRAILS		3.0 Ac.	3%
	COLLECTOR / THOROUGHFARE		4.7 Ac.	5%
TOTALS		262 LOTS	90.3 Ac.	100%

*calculation is approximate and includes adjacent right of way

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Front	Setbacks	Side	Corner side	Rear	Minimum Lot SF	Minimum Lot Width	Maximum Height	Maximum Density
SF-50'	25'/20' on cul de sac	5'	15'	10'	10'	5,750	50'	35'	6 du/ac
SF-60'	25'/20' on cul de sac	5'	15'	10'	10'	7,200	60'	35'	5 du/ac
Commercial	25'	5'	15'	10'	10'	n/a	40'	35'	n/a

* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
SF-50'	50%	60%
SF-60'	50%	60%
Commercial	70%	70%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
SF-50'	20%
SF-60'	20%
Commercial	15%
Open Space/Park	20%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) THREE-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR(4), MINIMUM THREE(3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN(15), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL, UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN(10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE(1), MINIMUM THREE(3) INCH CALLIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREE(AS DEFINED BY MANOR CODE OF ORDINANCES) AND FIVE(5), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER

6) PARKLAND -

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE**
- 8' Concrete Primary Trail (Site Connectivity)
 - 6' Concrete Secondary Trail (Site Connectivity)
 - Benches (300' Approximate Spacing)
- PARK A**
- (1) Shade Structure
 - (1) 2-5 yrs. Playground Structure
 - (1) 5-12 yrs. Playground Structure
 - (1) Swing Set
 - (2) Independent Play Equipment
 - 6' Concrete Sidewalk (Site Connectivity)
 - (1) Trash Receptacle
 - (2) Picnic Tables
 - (2) Benches
 - (1) Pet Waste Station
- TRAIL**
- 8' Concrete Primary Trail (Site Connectivity)
 - Benches (300' Approximate Spacing)
- PARK B**
- 8' Concrete Primary Trail (Site Connectivity)
 - 6' Concrete Secondary Trail (Site Connectivity)
 - (1) Shade Structure
 - Benches (300' Approximate Spacing)
 - Trash Receptacles (300' Approximate Spacing)
 - 10-20 Parking Spaces
 - a. Screening Elements (Planting or Fencing) to reduce Light Pollution from Vehicles
 - Amenities (Teen)
 - a. Shade Trees
 - b. Passive Spaces for Social Interaction (2-person and 4-person Tables)
 - c. Charging Station (Solar)
 - d. Active Spaces for Sports Play
 - e. Active Play Equipment (Table Tennis, Corn Hole, Etc.)
 - f. Exercise Equipment
 - g. Volleyball Court
 - h. Recreation Sports Area
 - i. (2) Ping-Pong Table

8) TRAFFIC

The Traffic Volume will be 6,602 Trips generated to and from this site

9) UTILITIES

SF - 50'	35.6 Ac.	175 LOTS	175 LUES
SF - 60'	19.2 Ac.	87 Lots	87 LUES
Commercial	2.5 Ac.	1 Lot	50 LUES
	58.3 Ac.		332 LUES

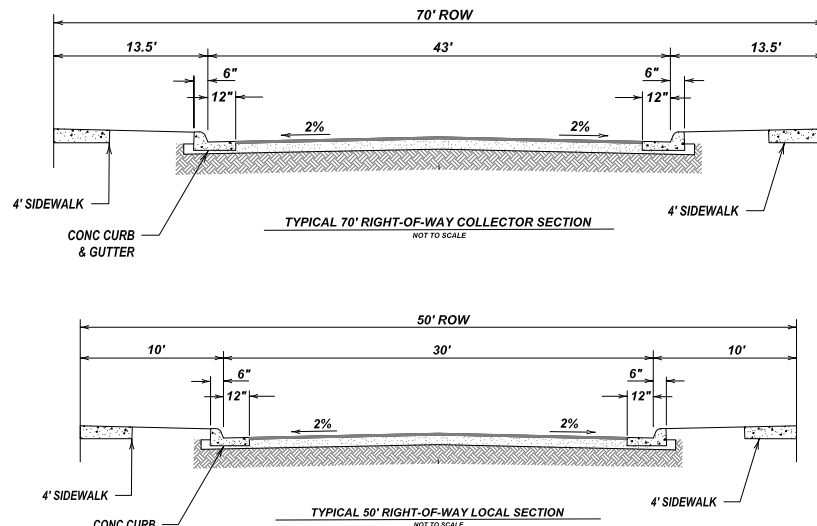
Note: These values are intended for preliminary analysis only and may vary from values provided in the final site design.

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOLIC BEVERAGE ESTABLISHMENT, BREWPUB, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE. ALCOHOL SALES SHALL BE COMPLIANT WITH ARTICLE 4.02 ALCOHOLIC BEVERAGES.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPORT SERVICES, GENERAL RETAIL SALES(CONVENIENCE), GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES(SELF), AND OFF-SITE ACCESSORY PARKING.
- C. CHILDCARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARD-ING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT, AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

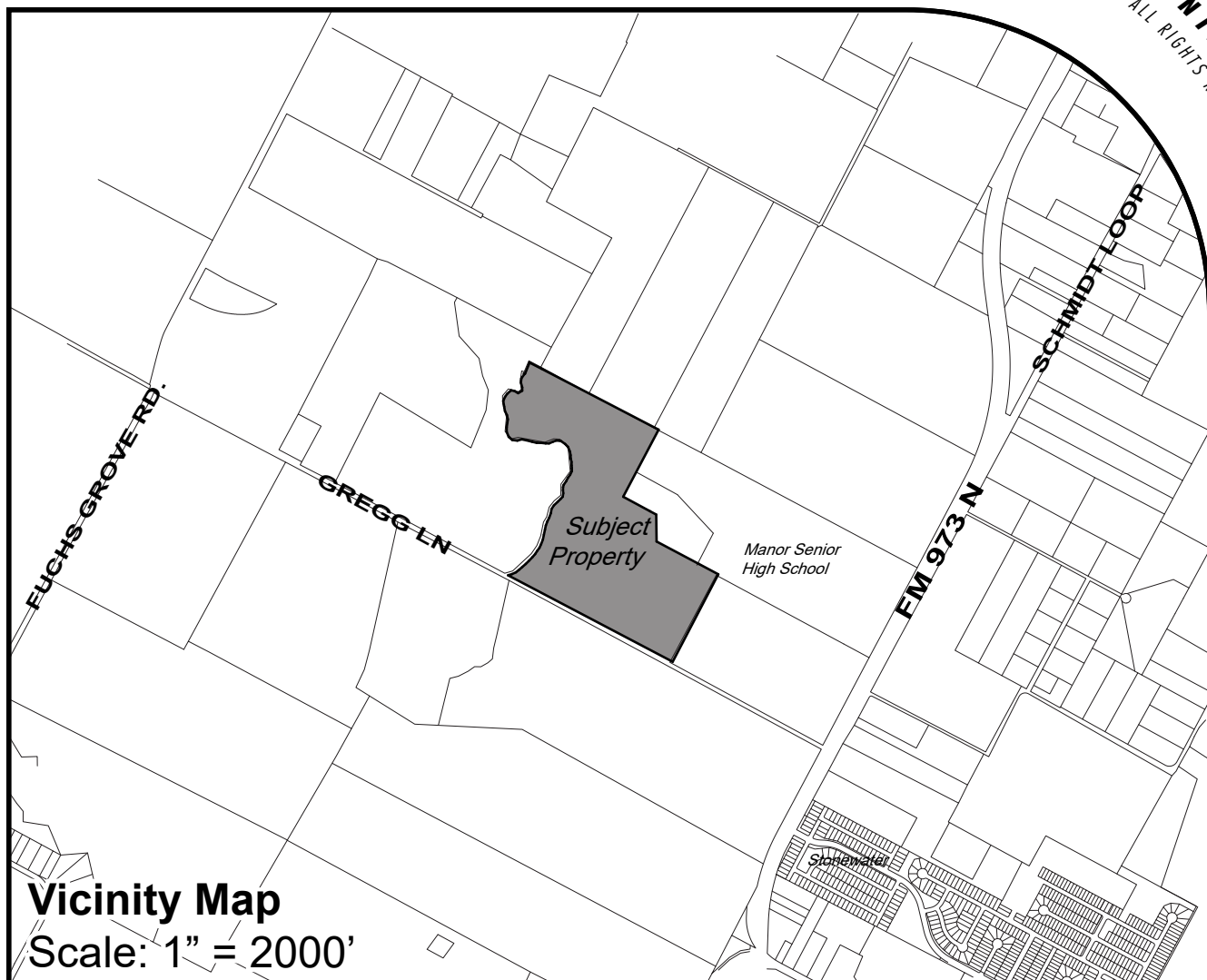
Item	Standard Code	Variance Requested
Setback-Front	25 Feet	25 feet
Setback-Side	7.5 Feet	20' on cul-de-sac
Setback-Rear	20 Feet	5 feet
Lot Width	70 Feet	10 feet
Lot Coverage-Res Main	40%	50 feet/60 feet
Lot Coverage-Res Main + Accessory	50%	60%
Lot Coverage-Comm. Main	60%	85%
Lot Coverage-Comm. Main + Accessory	70%	85%
Parkland	Non-floodplain	Within floodplain

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF COUNCIL.

DATED THIS ____ DAY OF _____, 20__
BY: _____
FELIX PAIZ, CHAIRPERSON

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATED THIS ____ DAY OF _____, 20__
BY: _____
DR. CHRISTOPHER HARVEY
MAYOR OF THE CITY OF MANOR, TEXAS



GENERAL NOTES:

1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.

2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.

3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300 DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

NEWHAVEN PUD

± 90.3 ACRES OF LAND

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

QUIDDITY

3100 Alvin Devane Blvd, Suite 150
Austin, Texas 78741
Tel: 512.441.9493
www.quiddity.com

APPLICANT:

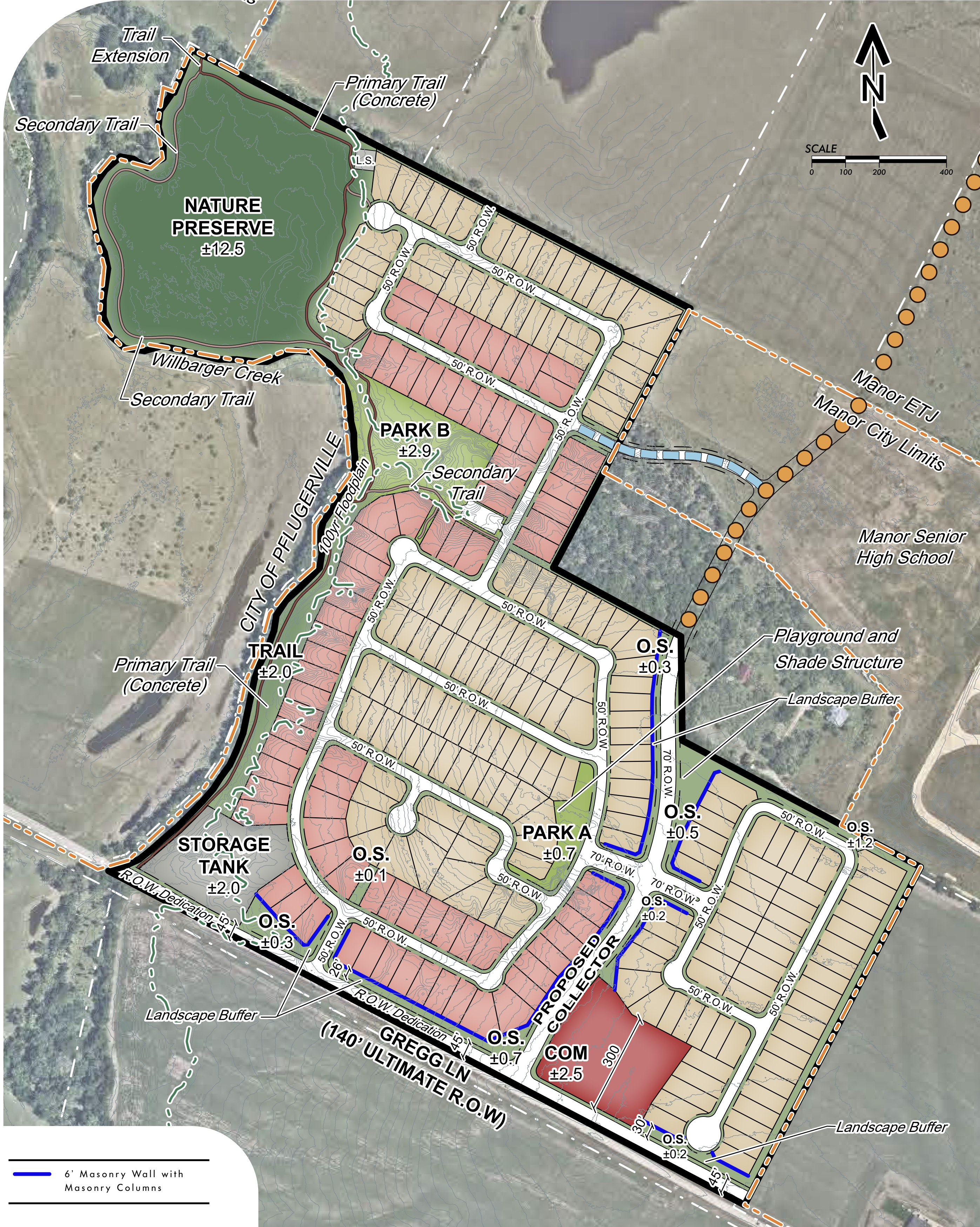
DRENNER GROUP, PC
200 Lee Barton Drive, SUITE 100
Austin, Texas 78704

SCALE
0 100 200 400

MTA-78007
FEBRUARY 16, 2024

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*Masonry Columns shall be installed approximately 200' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES		LOTS	ACRES*	TOTAL %
SF	SF RESIDENTIAL - TYP. 50'x120'	190 LOTS	36.3 Ac.	40%
SF	SF RESIDENTIAL - TYP. 60'x125'	81 LOTS	23.1 Ac.	26%
COM	COMMERCIAL		2.5 Ac.	3%
UT	UTILITY		2.0 Ac.	2%
DET	DETENTION/NATURE PRESERVE		12.5 Ac.	14%
DU	PARK/OPEN SPACE		7.1 Ac.	8%
TR	TRAILS		2.0 Ac.	2%
	COLLECTOR		4.8 Ac.	5%
TOTALS		271 LOTS	90.3 Ac.	100%

*calculation is approximate and includes adjacent right of way

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot Sf	Minimum Lot Width	Maximum Height	Maximum Density
	Front	Side	Corner side	Rear				
SF-50'	25'/20' on cul de sac	5'	15'	10'	5,750	50'	35'	6 du/ac
SF-60'	25'/20' on cul de sac	5'	15'	10'	7,200	60'	35'	5 du/ac
Commercial	25'	5'	15'	10'	n/a	40'	35'	n/a

* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
SF-50'	50%	60%
SF-60'	50%	60%
Commercial	70%	70%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
SF-50'	20%
SF-60'	20%
Commercial	15%
Open Space/Park	20%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR(4), MINIMUM THREE(3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN(15), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL, UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN(10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE(1), MINIMUM THREE(3) INCH CALLIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREE(AS DEFINED BY MANOR CODE OF ORDINANCES) AND FIVE(5), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER

6) PARKLAND -

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE**
- 8' Concrete Primary Trail (Site Connectivity)
 - 6' Concrete Secondary Trail (Site Connectivity)
 - Benches (300' Approximate Spacing)
- PARK A**
- (1) Shade Structure
 - (1) 2-5 yrs. Playground Structure
 - (1) 5-12 yrs. Playground Structure
 - (1) Swing Set
 - (2) Independent Play Equipment
 - 6' Concrete Sidewalk (Site Connectivity)
 - (1) Trash Receptacle
 - (2) Picnic Tables
 - (2) Benches
 - (1) Pet Waste Station
- TRAIL**
- 8' Concrete Primary Trail (Site Connectivity)
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- 8' Concrete Primary Trail (Site Connectivity)
 - 6' Concrete Secondary Trail (Site Connectivity)
 - (1) Shade Structure
 - Benches (300' Approximate Spacing)
 - Trash Receptacles (300' Approximate Spacing)
 - 10-20 Parking Spaces
 - a. Screening Elements (Planting or Fencing) to reduce Light Pollution from Vehicles
 - Amenities (Teen)
 - Shade Trees
 - Passive Spaces for Social Interaction (2-person and 4-person Tables)
 - Charging Station (Solar)
 - Active Spaces for Sports Play
 - Active Play Equipment (Table Tennis, Corn Hole, Etc.)
 - Exercise Equipment
 - Volleyball Court
 - Recreation Sports Area

8) TRAFFIC

The Traffic Volume will be 4,000 Trips generated to and from this site

9) UTILITIES

SF - 50'	36.3 Ac.	190 Lots	190 LUES
SF - 60'	23.3 Ac.	82 Lots	82 LUES
Commercial	2.5 Ac.	1 Lot	50 LUES
	62.1 Ac.		322 LUES

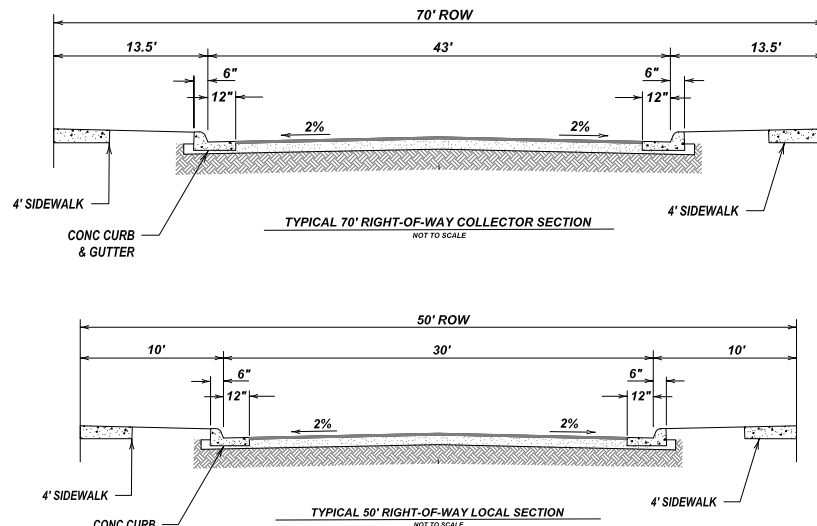
Note: These values are intended for preliminary analysis only and may vary from values provided in the final site design.

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

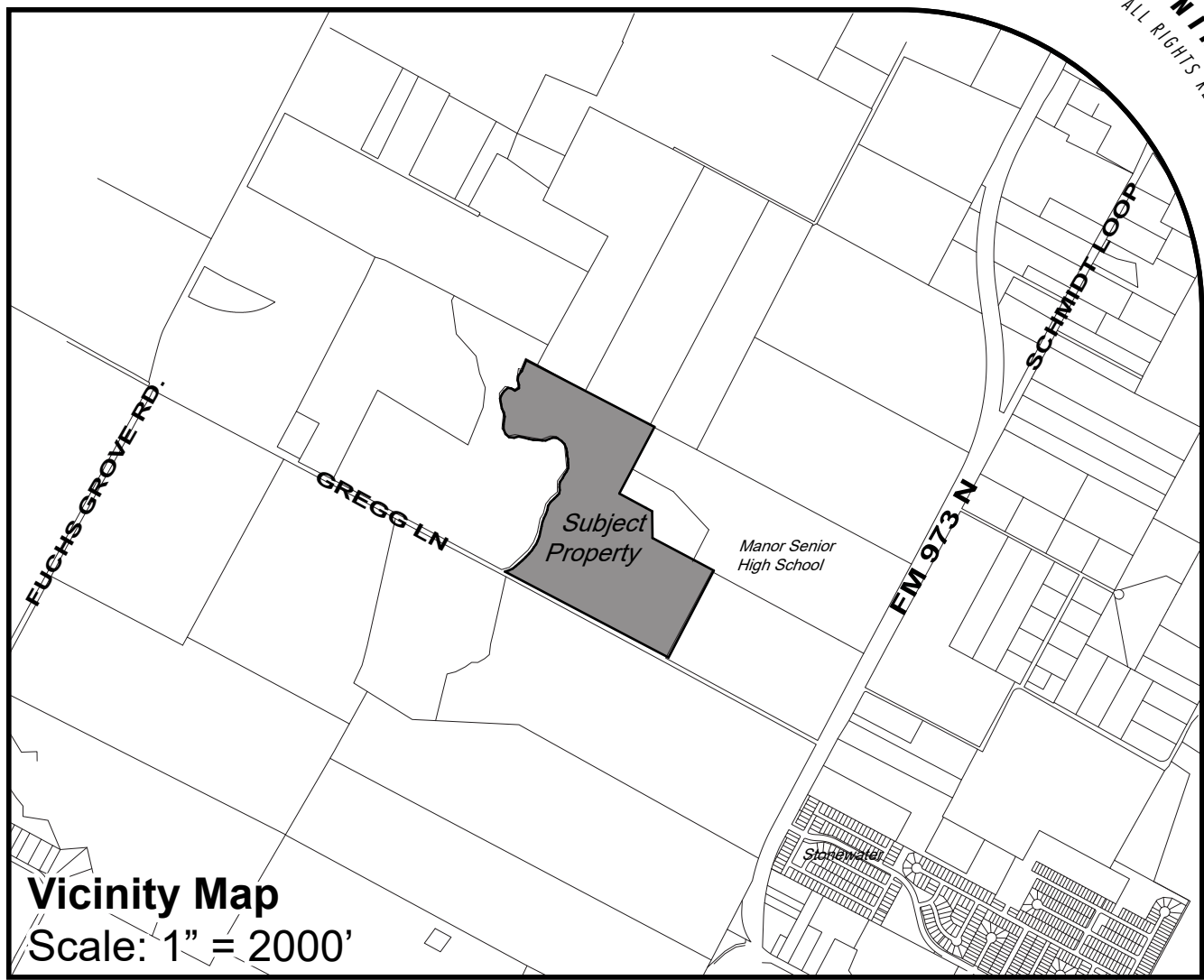
- A. ALCOHOLIC BEVERAGE ESTABLISHMENT, BREWPUB, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPPORT SERVICES, GENERAL RETAIL SALES(CONVENIENCE), GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES(SELF), AND OFF-SITE ACCESSORY PARKING.
- C. CHILDCARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT, AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
Setback-Front	25 Feet	25 feet (20' on cul-de-sac)
Setback-Side	7.5 Feet	5 feet
Setback-Rear	20 Feet	10 feet
Lot Width	70 Feet	50 feet/60 feet
Lot Coverage-Res Main.	40%	60%
Lot Coverage-Res Main + Accessory	50%	65%
Lot Coverage-Comm. Main	60%	85%
Lot Coverage-Comm. Main + Accessory	70%	85%
Parkland	Non-floodplain	Within floodplain



GENERAL NOTES:

1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.

2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.

3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300 DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

NEWHAVEN PUD

± 90.3 ACRES OF LAND

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META
PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

QUIDDITY

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Austin, Texas 78741
Tel: 512.441.9493
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APPLICANT:

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SCALE
0 100 200 400

MTA-78007
DECEMBER 5, 2022

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF COUNCIL.

DATED THIS ____ DAY OF _____, 20__

BY: _____

JULIE LEONARD, CHAIRPERSON

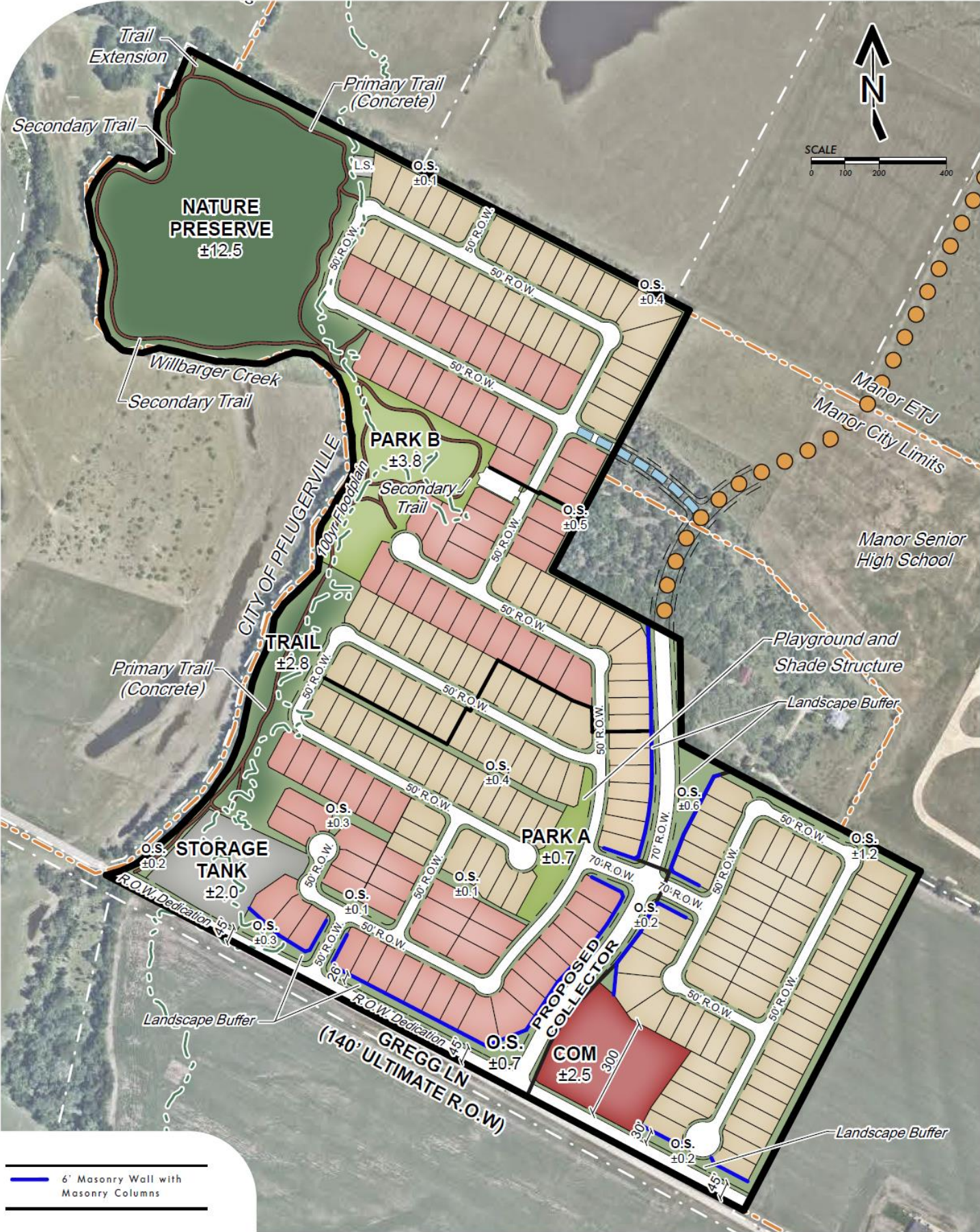
APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATED THIS ____ DAY OF _____, 20__

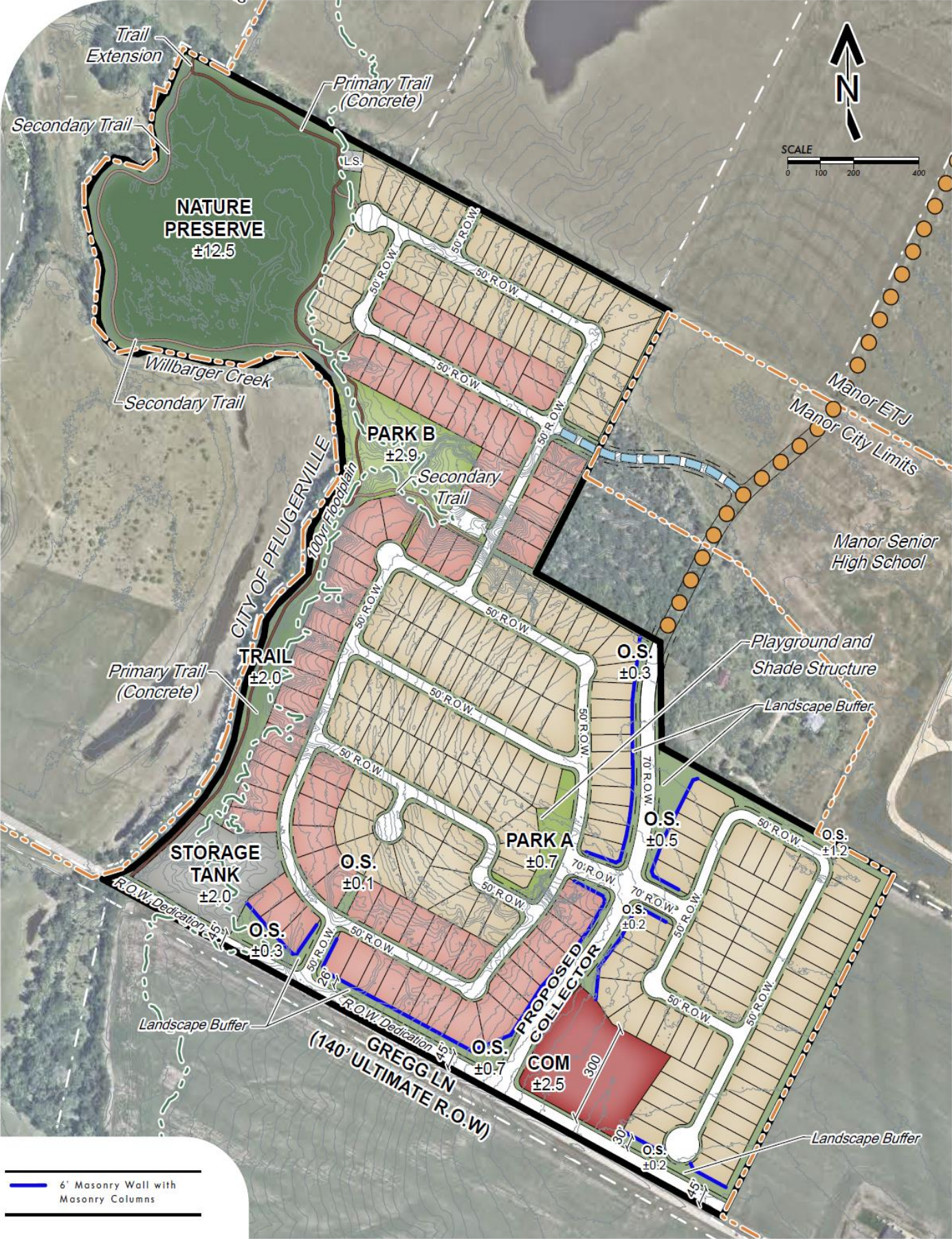
BY: _____

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

PROPOSED



CURRENT





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Tuesday, February 20, 2024

Brad Carabajal
Quiddity Engineering

TX
bcarabajal@quiddity.com

Permit Number 2024-P-1617-ZO
Job Address: ,

Dear Brad Carabajal,

The submittal of the revised New Haven PUD Update Site Plans submitted by Quiddity Engineering and received by our office on 2/20/2024, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the cover sheet to Scott Dunlop at the City of Manor for signatures. A copy of the signed cover sheet will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Pauline M. Gray'.

Pauline Gray, P.E.
Lead AES
GBA

ORDINANCE NO. 698

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING OF THE CITY OF MANOR, TEXAS CODE OF ORDINANCES REZONING A PARCEL OF LAND FROM AGRICULTURAL TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD);

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council; and

Whereas, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired.

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

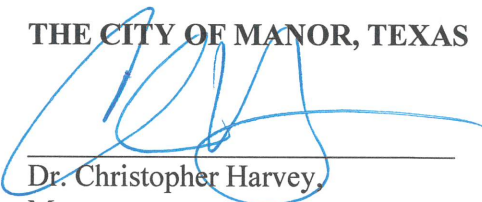
Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinance. City of Manor Code of Ordinances, Chapter 14, Zoning ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A", attached hereto and incorporated herein as if fully set forth (the "Property"), from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD) including the PUD site plan as further described in Exhibit "B" attached hereto and incorporated herein as if fully set forth (the "PUD Site Plan").

Section 4. Amendment of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

ORDINANCE NO. 698**Page 2****PASSED AND APPROVED FIRST READING** on this the 21st day of December 2022.**PASSED AND APPROVED SECOND AND FINAL READING** on this the 19th day of April 2023.**THE CITY OF MANOR, TEXAS**

Dr. Christopher Harvey,
Mayor**ATTEST:**

Euvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property Legal Description:

**59.765 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

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6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

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Page 5

- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

Paul J. Flugel 1-18-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



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**30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

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7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

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- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

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THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021

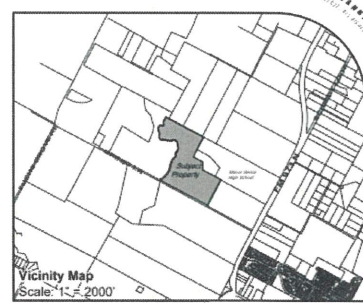
Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



ORDINANCE NO.

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EXHIBIT "B"
Planned Unit Development Site Plan
[attached]



1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.

- 2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAN BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE DATE OF APPROVAL OF THE FINAL PLAN. THE ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAN SHALL BE PREPARED AND A BOND FOR 10% OF SUCH COSTS SHALL BE POSTED WITH THE FINAL PLAN. THE BOND SHALL BE FOR THE SAME PERCENTAGE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED DURING THE PREVIOUS YEAR SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO OBLIGATE SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.

- *Masonry Columns shall be installed approximately 200' apart

1) APPROVED LAND USES

7) AMENITIES

- | | |
|---|---|
| 7) AGENCIES | |
| INDUSTRY PRESENTERS | |
| 1) Corporate Primary Trade (SME Connectivity) | 1) Corporate Secondary Trade (SME Connectivity) |
| 2) Corporate Secondary Trade (SME Connectivity) | 2) Corporate Tertiary Trade (SME Connectivity) |
| 3) Business (SME) Appropriate Spacing | |
| INDUSTRY | |
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- ### 8) TRAFFIC

The Traffic Volume will be 4,000 Trips generated to and from this site.

- ### 9) UTILITIES

Water and Wastewater will be provided by City of Manor

- 10) PERMITTED

- A. ALCOHOLIC BEVERAGE ESTABLISHMENT BREWPUB, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE
- B. ANTIQUE SHOP ART STUDIO OR GALLERY, BUSINESS SUPPORT SERVICES, GENERAL RETAIL, SALE OF CONVENIENCES, GENERAL RETAIL, SALES (GENERAL), LAUNDRY SERVICES, SELF AND OFF-BOARDING, SERVICE, PERSONAL
- C. CHILD-CARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC
- D. CLUB OR GLOUCE, ATHLETIC FACILITY, RESTAURANT AND THEATER
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES, MINOR, CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLY, AND UTILITY SERVICES, MINOR

- ## 11) CROSS SECTIONS



NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

- NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR(4), MINIMUM THREE(3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MAJOR CODE OF ORDINANCES) AND FIFTEEN(15), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

- NOTE: FOR INTERNAL, UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN(10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED ONE(1), MINIMUM THREE(3) INCH CALLIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREE(S) AS DEFINED BY MAJOR CODE OF ORDINANCES(S) AND FIVE(5), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER.

- 8) **PARKLAND** -
PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANO, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF COUNCIL.

DATED THIS _____ DAY OF _____, 20____.

BY _____

APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS

DATED THIS _____ DAY OF _____, 20____

BY: _____

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

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

24275 Katy Freeway, Ste. 200

Katy, Texas 77494
Tel. 281-368-2000

PLANNING + DESIGN Tel: 281-810-1422

ENGINEER

5100 State Avenue Blvd. 5

QUIDDITY

www.quide

APPLICANT: _____

DRENNER GROUP, PC
200 Lee Barton Drive, SUITE 100

Austin, Texas 78704

SCALE _____ MR. ROSS _____

0 100 200 400

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. THIS DRAWING IS A SCANNED IMAGE ONLY.

ALL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO, ENGINEERING AND DRAINAGE FLOODPLAINS AND/OR ENVIRONMENTAL PLANS

THIS DRAWING NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL
AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITION

NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



2/28/2024

City of Manor Development Services

Notification for a PUD Amendment

Project Name: New Haven PUD Update
 Case Number: 2024-P-1617-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Planned Unit Development (PUD) amendment for the New Haven Subdivision being located at the corner of Gregg Ln and FM 973, Manor, Tx. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) amendment for the New Haven Subdivision being located at the corner of Gregg Ln and FM 973, Manor, Tx

Applicant: Quiddity Engineering
Owner: Gregg Lane Dev., LLC

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The purpose of this amendment is to alter the number of residential lots, increase park/openspace acreage, and change the street layout within the subdivision.

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

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

RUST CREEK LLC
9606 OLD MANOR RD #1
AUSTIN, TEXAS 78724-1114

15701 ANDERSON ROAD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

PFLUGERVILLE ISD
PO BOX 589
PFLUGERVILLE, TEXAS 78691-0589

AQUA WATER SUPPLY CORP
PO BOX P
BASTROP, TEXAS 78602-1989

FORTUNE LAND INVESTMENTS LLC
223 DAKOTA DR
CEDAR PARK, TEXAS 78613-7826

LUTZ JAMES T & ALEXANDRA CARRILLO
14812 N F M RD 973
MANOR, TEXAS 78653

BOARD OF TRUSTEES OF THE MANOR
533 HIWASEE ROAD
WAXAHACHIE, TEXAS 75165-6448

57 ACRES ANDERSON RD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

MONARCH RANCH AT MANOR LLC
310 ENTERPRISE DR
OXFORD, MISSISSIPPI 38655-2762

GAB MANOR LLC
4517 THREE ARROWS CT
CEDAR PARK, TEXAS 78613-4838

MANOR INDEPENDENT SCHOOL
DISTRICT
PO BOX 359
MANOR, TEXAS 78653-0359



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the March 4, 2024, City Council Special Session.

BACKGROUND/SUMMARY:

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

- March 4, 2024, City Council Special Session Minutes

STAFF RECOMMENDATION:

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

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



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
MARCH 4, 2024**

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

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Yalondra Valderrama Santana, Heritage & Tourism Manager
Pauline Gray, P.E., City Engineer
Veronica Rivera, Assistant City Attorney
Gregory Miller, Bond Counsel

REGULAR 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 7:03 p.m. on Monday, March 4, 2024, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Council Member Wallace gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PROCLAMATION

Mayor Harvey read and presented a proclamation declaring the month of March, as *“Women’s History Month”*.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and opposition to Agenda Items No. 3,4,6 and 8.

Kay Forsythe, 710 N. Lexington St., Manor, Texas, submitted a speaker card and expressed her concerns regarding the Mayor’s Ball.

Debbie Young, 11712 Pillion Pl., Manor, Texas, submitted a speaker card and supported Agenda Item No. 7, allowing Metal Detection in Manor’s public parks.

No one else appeared at this time.

CONSENT AGENDA

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of February 21, 2024, City Council Regular Meeting.**

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

There was no further discussion.

Motion to approve carried 7-0

REGULAR AGENDA

- 2. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25.**

Applicant: Dominion; Owner: Kenneth Tumlinson

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 732 rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25.

David D’Amelio, with Dominion 4835 LBJ Frwy., Dallas, Texas, presented the attached PowerPoint presentation.

The topic of discussion was the following:

- Development Agreement
- Negotiate memorandum of Understanding
- Selection of Lender and Investor
- Bond Allocation
- Building Permits
- Closing

Neal M. Route with Dominion 4835 LBJ Frwy., Dallas, Texas, submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Andy Graham with Kimley-Horn submitted a speaker card in support of this item; however, he did not wish to speak but was available to answer any questions posed by the City Council.

Ordinance No. 732: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Light Industrial (IN-1) to Multi-Family 25 (MF-2); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir to approve the second and final reading of Ordinance No. 732 rezoning the Dominion development, one (1) lot on 15.42 acres, more or less, and being located at 12200 Tower Rd, Manor, TX from (IN-1) Light Industrial to (MF-2) Multifamily – 25.

There was no further discussion.

Motion to approve carried 7-0

3. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

Applicant: Development and Consulting Bridgeway LLC.; Owner: Carlos Moyeda

The city staff recommended that the City Council approve the second and final reading of Ordinance No. 733 rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

Development Services Director Dunlop discussed the proposed rezoning request.

Ordinance No. 733: An Ordinance of The City of Manor, Texas, Amending the Zoning Ordinance by Rezoning A Parcel of Land From Single Family Suburban (SF-1) to Townhome (TH); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua to approve the second and final reading of Ordinance No. 733 rezoning Lots 8-10, Block 68, Town of Manor, locally known as 104 East Townes St., from Single Family Suburban (SF-1) to Townhome (TH).

There was no further discussion.

Motion to approve carried 7-0

4. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Appendix A Fee Schedule by establishing special events permit fees.

The city staff recommended that the City Council approve Ordinance No. 734 amending Manor Code of Ordinances Appendix A Fee Schedule by Establishing Special Events Permit Fees as presented.

Heritage & Tourism Manager Valderrama discussed the proposed special event permit fee ordinance.

A discussion was held regarding the addition of a clause for special circumstances.

Assistant City Attorney Rivera clarified that the amendment ordinance was only for the fee schedule and that the city's code should have a clause. She asked for additional time to review and confirm.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno to table the item until after Agenda Item No. 8.

There was no further discussion.

Motion to table carried 7-0

5. Consideration, discussion, and possible action on a change order to the construction contract for the One-Time BCT Funded Paving Improvements project.

The city staff recommended that the City Council approve Change Order No. 1 for the One-Time BCT Funded Paving Improvements project in the amount of \$69,334.65.

City Engineer Gray discussed the proposed change order request.

A discussion was held regarding the purpose of extending Lexington Street for safety purposes.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace to approve Change Order No. 1 for the One-Time BCT Funded Paving Improvements project in the amount of \$69,334.65.

There was no further discussion.

Motion to approve carried 7-0

Mayor Pro Tem Emily Hill stepped away from the dais for personal reasons.

6. Consideration, discussion, and possible action on a Memorandum of Understanding (MOU) agreement between the City of Manor and the Pflugerville Independent School District (PFISD).

The city staff recommended that the City Council approve the MOU agreement between the City of Manor and Pflugerville Independent School District and authorize the City Manager to execute the MOU agreement.

HR Director Vasquez discussed the proposed MOU with Pflugerville ISD.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Wallace to approve the MOU agreement between the City of Manor and Pflugerville Independent School District and authorize the City Manager to execute the MOU agreement.

There was no further discussion.

Motion to approve carried 7-0

7. Consideration, discussion, and possible action on a Metal Detecting Ordinance establishing regulations for the City of Manor.

The city staff recommended that the City Council give direction on changing the ordinance to no metal detection or suggestions on making an ordinance and permitting procedures within the guidelines of federal and state laws.

Public Works Director Woodard discussed the state regulations for metal detecting and municipalities' responsibilities. He discussed other municipalities' ordinances that had specific rules regarding metal detection.

Debbie Young, 11712 Pillion Pl., Manor, Texas, submitted a speaker card supporting this item.

Allen Ambuhl, 11712 Pillion Pl., Manor, Texas, submitted a speaker card supporting this item.

A discussion was held regarding the clarification of state requirements.

The City Council directed staff to provide different options to be considered at a later date.

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

The city staff recommended that the City Council approve Resolution No. 2024-05 authorizing Mayor Harvey to submit the city's letter of support to Congressman Michael McCaul seeking financial support for the city's Community Project Funding priorities.

City Manager Moore discussed the proposed Resolution and the letter of support to Congressman McCaul regarding community project funding.

A discussion was held regarding the request for additional letters of support from Senator Sara Eckhardt and State Representative Sheryl Cole.

Resolution No. 2024-05: A Resolution of The City Council of The City of Manor, Texas, Authorizing the Filing of Community Project Funding Applications for Energy and Water Development, and Transportation, and Housing and Urban Development; and Authorizing the City Manager to Act as the Grantee's Authorized Official in all Matters Pertaining to the City's Participation Community Project Funding Grant Submittal Process.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir to approve Resolution No. 2024-05 authorizing Mayor Harvey to submit the city's letter of support to Congressman Michael McCaul seeking financial support for the city's Community Project Funding priorities.

There was no further discussion.

Motion to approve carried 7-0

At the direction of Mayor Harvey, Item No. 4 was brought back for consideration.

4. Consideration, discussion, and possible action on an ordinance amending the Manor Code of Ordinances Appendix A Fee Schedule by establishing special events permit fees.

The city staff recommended that the City Council approve Ordinance No. 734 amending Manor Code of Ordinances Appendix A Fee Schedule by Establishing Special Events Permit Fees as presented.

Assistant City Attorney Rivera confirmed that the clause for special circumstances was in the city code Section 1.12.06-Special Events, which clarified that the City Manager may, at his/her discretion, issue a permit authorizing a special event in a city park.

Ordinance No. 734: An Ordinance of The City of Manor, Texas, Amending Manor Code of Ordinances Appendix A Fee Schedule by Establishing Special Events Permit Fees; 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. 734 amending Manor Code of Ordinances Appendix A Fee Schedule by Establishing Special Events Permit Fees as presented.

There was no further discussion.

Motion to approve carried 7-0

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 8:00 p.m. on Monday, March 4, 2024, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding ShadowGlen development at 8:00 p.m. on Monday, March 4, 2024.*

The Executive Session was adjourned at 8:47 p.m. on Monday, March 4, 2024.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 8:47 p.m. on Monday, March 4, 2024.

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

ADJOURNMENT

The Special Session of the Manor City Council was Adjourned at 8:47 p.m. on Monday, March 4, 2024.

These minutes were approved by the Manor City Council on March 20, 2024.

APPROVED:

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



DOMINIUM

Development Overview

Zoning

- The site is zoned for industrial use
- The proposed development will establish a buffer zone between the industrial and residential homes
- Marketing efforts on the tract for other uses have proved unsuccessful
- Manor Comprehensive Plan – Mixed Density Neighborhoods
 - The proposed MF-2 zoning aligns with the Mixed Density Neighborhoods uses



Process & Next Steps

Milestones	Start Date	Duration	End Date
Draft and Negotiate the Development Agreement	3/5/2024	45	4/19/2024
Draft and Negotiate Memorandum of Understanding (MOU)	3/5/2024	45	4/19/2024
City Council Action to Approve Development Agreement	5/1/2024	-	5/1/2024
PFC Action to Approve MOU	5/1/2024	-	5/1/2024
Selection of Lender and Investor (PFC Consent Required)	5/1/2024	34	6/4/2024
Receive Bond Allocation	6/4/2024	-	6/4/2024
Due Diligence with Lender and Investor	6/4/2024	150	11/1/2024
Draft and Negotiate Bond and Partnership Documents	6/4/2024	150	11/1/2024
Receive Lender and Investor Commitments	11/1/2024	-	11/1/2024
PFC Meeting to Approve Bond and Partnership Documents	11/6/2024	-	11/6/2024
Receive Building Permit	11/8/2024	-	11/8/2024
Submit Final Transcript to Attorney General Office & Receive Approval	11/8/2024	7	11/15/2024
Financial Closing and Construction Start Date	11/15/2024	-	11/15/2024
180 Day Closing Deadline	12/1/2024	-	12/1/2024







Thank You



SAFE | stop abuse for everyone





What we do hits H O M E.



DOMINIUM



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

- Finance – Scott Moore, City Manager
- Police (Annual and Monthly Reports) – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Community Development – Yalondra Valderrama Santana, Heritage & Tourism Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- February 2024 Department Monthly Reports

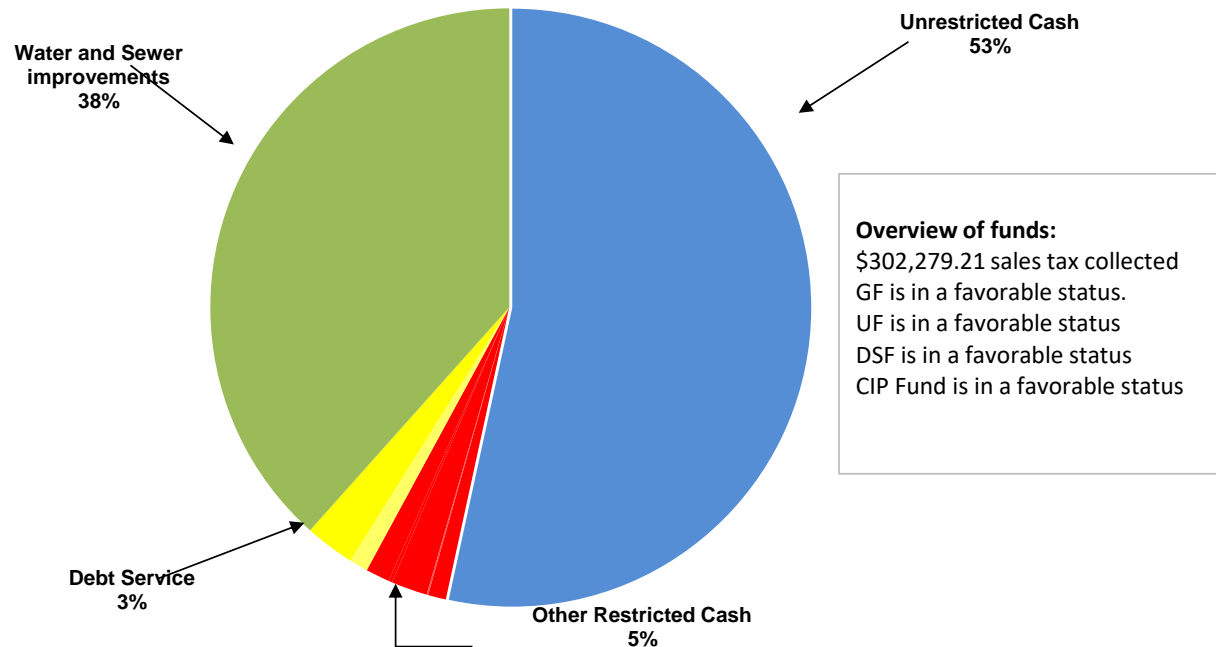
STAFF RECOMMENDATION:

The city staff recommends that the City Council approve and accept the February 24 Departmental Reports.

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

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

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	22,348,345	13,279,540				35,627,885
Restricted:						
Tourism				647,070		647,070
Court security and technology	55,326					55,326
Rose Hill PID				1,302,119		1,302,119
Manor Heights TIRZ				128,866		128,866
Customer Deposits		869,972				869,972
Park	672,376					672,376
Debt service			1,792,759			1,792,759
Capital Projects						
Water and sewer improvements				10,743,846	14,868,988	25,612,834
TOTAL CASH AND INVESTMENTS	\$ 23,076,047	\$14,149,512	\$ 1,792,759	\$ 12,821,900	\$ 14,868,988	\$ 66,709,207





Manor Police Department

Monthly Report February 2024



Manor Police Department By The Numbers



1969

Number of calls for service

67

Average calls per day



Total Training Hours

224



Mental Health Calls

11



Juvenile Detentions

7

Interactions



5

Community Events

1

Hosted Events

4

External Events



0:01:37

Average response time



2.5

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

1.67

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



4,922

The estimated number
people officers interact
with on calls alone.

1,753

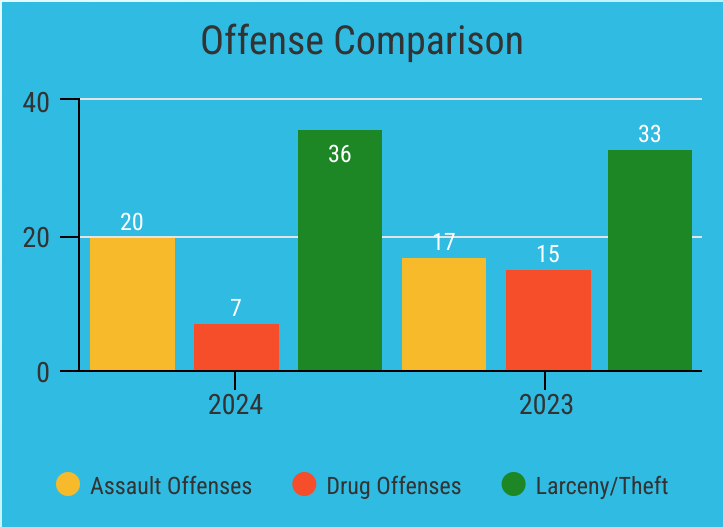
The estimated number
people officers interact
with on stops alone.

6,675

The estimated number
people officers interact
with total.

Criminal Offenses

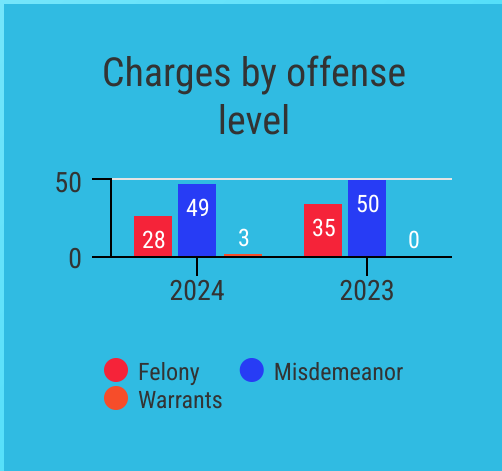
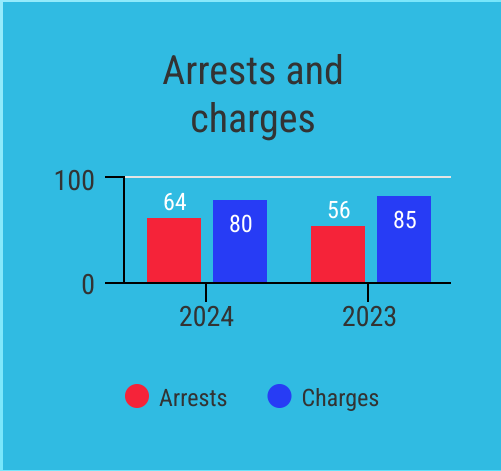
National Incident Based Reporting System



Offense Group	2024	2023
Group A	75	76
Group B	129	97

Crime Type	2024	2023
Persons	18	16
Property	70	40
Fraud	3	6
Crimes against Children	6	4
Other	107	107

Incident Reports, Total Offenses, and Arrests



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

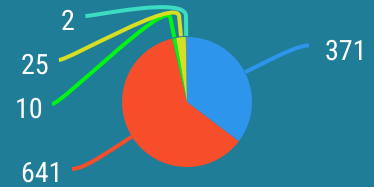
Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

Traffic Enforcement Analysis



1050

Total traffic stops
conducted



● Citations ● Warnings
● Field Interviews ● Written warning and arrest
● Citation and arrest
● Field Interview and arrest



28

Traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. 2.67% of all stops resulted in an arrest



60 searches out of 1050 stops

Officers conducted a search of the vehicle based on consent, contraband in plain view, incident to arrest, inventory, or probable cause. 5.71% of all stops resulted in a search

CONTRABAND

22

Contraband, such as alcohol and drugs, was discovered as a result of the stop. 36.67% of searches produced contraband

Traffic Enforcement Analysis



Crashes & DWI

**Responded to
52**

**1
Involving Alcohol
or Drugs**

**31
DWI
Arrests**

DWI Arrests by the numbers*

LEADRS
Law Enforcement Advanced
Data Reporting System

Manor Police Department DWI Profile - February 2024





Manor Police Department Report 2023

Service with integrity



Manor Police Department

Vision

Building partnerships for a safe and thriving future.

Mission

To maintain order, preserve and protect the life, peace, and property of the citizens of the City of Manor, and to enforce the laws within the framework of the United States constitution. The Manor Police Department and its members will, without favor or prejudice, work cooperatively with the public to provide a safe community and strive to enhance the quality of life for all citizens.

Values

The Manor Police Department is dedicated to maintaining the highest moral and ethical standards, through the principles of pride, honesty, trust and courage. The Manor Police Department is dedicated to treating our employees and citizens with dignity, respect and equality. The Manor Police Department is committed to developing well-trained, highly motivated and courteous employees to serve our community and organization with pride and professionalism.



Ryan Phipps, Chief of Police

Message from the Chief

Dear Manor Residents,

It is my honor to address you on behalf of the Manor Police Department as we reflect upon the past year's achievements, challenges, and our ongoing commitment to ensuring the safety and well-being of our community.

As your Chief of Police, I am pleased to present our Annual Report for the year 2023. This document encapsulates our officers' and staff's collective efforts and dedication, reflecting our continuous pursuit of excellence in law enforcement and community service. I encourage you to review the enclosed Annual Report, which comprehensively overviews our department's activities, achievements, and goals.

Throughout 2023, our officers have worked diligently to strengthen the bond between law enforcement and the community. We have actively participated in community events, organized outreach programs, and fostered open dialogue through initiatives such as Coffee with Cops and neighborhood programs and meetings. Our commitment to community policing remains steadfast, and we are grateful for the collaboration and support of our residents.

I am proud to share that our crime prevention efforts have yielded positive results, contributing to a safer environment for all. However, we recognize as a growing community that challenges persist, and we remain resolute in our commitment to addressing them through innovative strategies, training, and community partnerships. We have continued to prioritize public safety, ensuring that our community remains secure and protected.

I would like to express my sincere gratitude to each member of the Manor Police Department, whose unwavering dedication has been instrumental in achieving our shared goals. Additionally, I extend my heartfelt appreciation to you, the residents of Manor, for your ongoing support, cooperation, and trust.

Thank you for entrusting us with the responsibility of safeguarding our community. We are honored to serve you and remain dedicated to upholding the principles of justice, integrity, and community partnership.

Sincerely,

Ryan Phipps
Chief of Police
Manor Police Department

Department Organization



Color Key

- Budgeted Filled
- Budgeted Vacant
- Reserve/Grant Funded
- Cadets



Department Organization

The Manor Police Department consists of 47 full-time positions, of those 38 are sworn peace officer positions and 9 civilian personnel. The department also has 2 reserve officers.

Administrative Division

Chief Ryan Phipps
Asst. Chief Denver Collins
Lieutenant James Allen
Lieutenant Lawrence Rideau
Emergency Manager - Open

Patrol Division

Sergeant Trevor Tate
Sergeant - George Vega

Officer Jordan Roberts
Officer A Stone
Officer Dylan Harr
Officer Bryan Estrada
Officer Bryan Ponce
Officer Jaime Picos
Officer Trevor Goodman
Officer Sergio Trevino

Reserve Officers

Ryan Smith
Anne Lopez

Special Services

Officer Zon Lout
Officer Gloria Rock
Crime Scene & Evidence Rica Diaz
Animal Control Matthew Foley

Civilian Staff

Executive Assistance - Robert Acosta
Clerk Sandra Bocksnick
Clerk Tiffany Parr

Investigations

Sergeant Craig Struble
Detective Mary Eaton
Detective Marshall Surovik
Detective Kailey Krumpfer
Crime Analyst - Open

Sergeant - Robert Faust
Sergeant Shaun Harr

Officer Trey Koger
Officer Kylie Estes
Officer Eric Deleon
Officer Joshua Banet
Officer Israel Ozuna
Officer Trent Wellman
Officer Inez Guevara
Officer Alberto Abzun

Victim Services

Case Manager - Open
Advocate Kineta Bohnet

Approved but not funded

Clerk

Officer Jaleesa Jones
Officer - Open
Officer - Open
Cadet Kristian Grifaldo
Cadet Marcette Favors
Cadet Laura Benjaminson
Cadet Connor Beane
Cadet Wyatt Broussard



PATROL

The Patrol Division of the Manor Police Department is the backbone of the department. First to arrive and often last to leave. The patrol sees the best and worst of society and day in and day out they are on duty 24 hours a day. They miss holidays and birthdays to ensure the safety of all community members and visitors to the City of Manor.



The primary focus and duties of the patrol division are to respond to calls for service, perform proactive patrols, conduct preliminary investigations, and enforce traffic laws.

They are the face of the Manor Police Department and perform the duties with the utmost professionalism and integrity.



Manor Police Department By The Numbers 2023



19104

**Number of calls for
service**

Officers are dispatched, respond to, and initiate contact with the community averaging 52 calls a day.



7390

**Total traffic stops
conducted**

Officers are tasked with ensuring the road ways are safe to travel. Officers have issued 3616 citations 8479 warnings for a total of 12,095 traffic violations



807

Crash Responses

Officers responded to 807 and completed 396 crash reports. Contributing factors include speed at 146, intersection violations at 219, and 16 crashes involved alcohol.

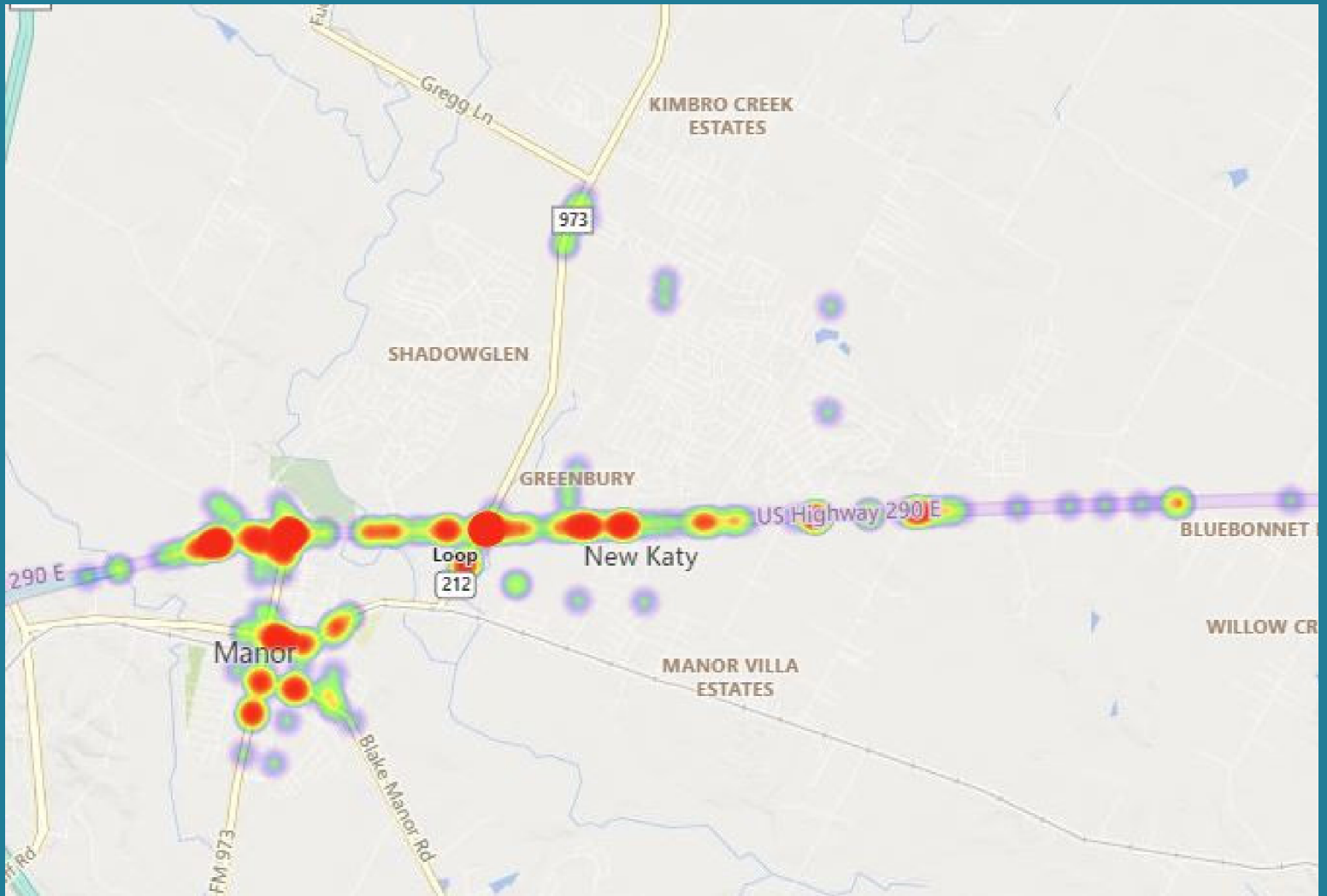


279

DWIs

Officers made 279 arrests for DWI. Officers average 23 DWIs a month. The average BAC was .143. That is almost 2x the legal limit. By comparison there has been a 15% increase in DWI's since 2021 and 92% increase from 2017

2023 CRASH HEAT MAP



Red on the map indicates the locations with the highest concentration of crashes that occurred in 2023

Interactions



50

Average calls a day



0:02:26

Average response time to calls for service



12,341

The estimated number of people officers interact with on traffic stops alone based on a national average vehicle occupancy rate of 1.67 people per vehicle.



47,760

The estimated number people officers interact with on calls alone based on a national average of 2.5 people per call



68,252

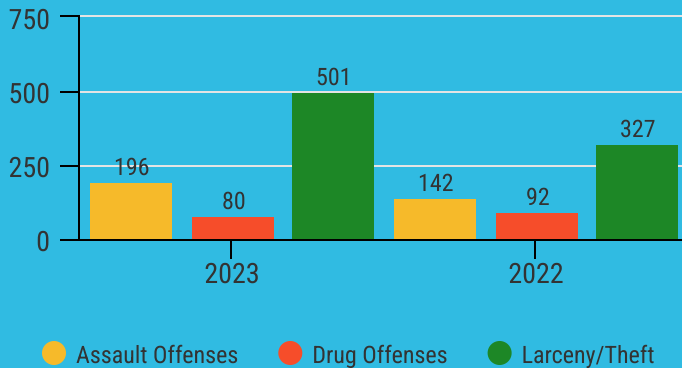
The total estimated number people officers interact with on calls and traffic stops combined.

This is is estimated number of contacts through calls for service and enforcement activity, and does not reflect the thousands of daily interactions our officers have within the community throughout the year.

Criminal Offenses

National Incident Based Reporting System

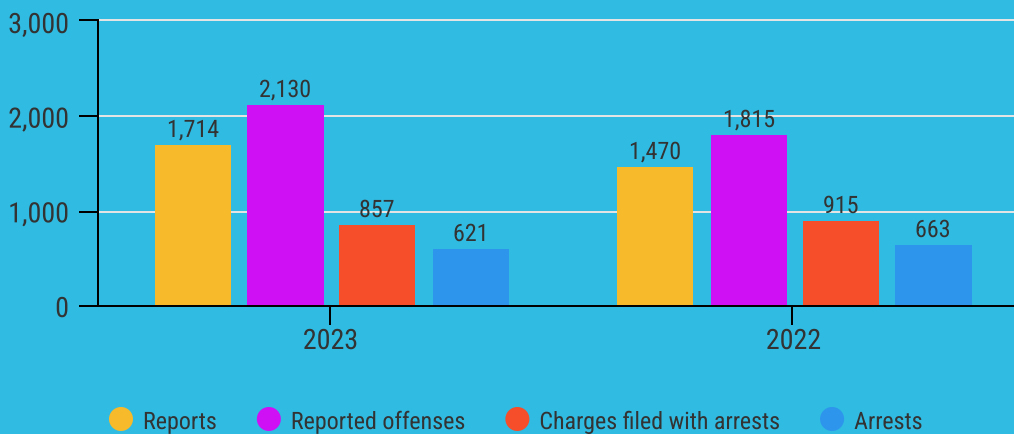
Leading Offense Types 2022/2023 Comparison



Offense Group	2023	2022
Group A*	1023	792
Group B	1107	1021

Crime Type	2023	2022
Persons	222	191
Property	766	501
Fraud	57	80
Crimes against Children	36	20
All other Types	1049	1021

Incident Reports, Total Offenses, and Arrests



Reports written and total offenses

2022 Reports 1468 Offenses 1813

2023 Reports 1714 Offenses 2130

30.15%

Increase in Group A Offenses

114

Mental Health Calls

Traffic Data 2023



7418

**Total traffic stops
conducted**

Officers are tasked with enforcing traffic laws with the goal of making the roads safer to travel. Officers have issued 5005 citations 6686 warnings for a total of 11,691 traffic violations



2620

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



445

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

CONTRABAND

213

Contraband, such as alcohol and drugs, was discovered as a result of the stop.

Racial Profiling Report 2023 - Continued

Race/Ethnicity known prior to stop	3.65% Average for the State	.93% Average for the MPD
Search conducted pursuant to the stop	5.28% Average for the State	6% Average for the MPD
Percentage of stops resulting in consent searches	23.7%	5.62%
Percentage of stops resulting in probable cause searches	43.3% Average for the State	29.8% Average for the MPD
Contraband discovered during search	43.9% Average for the State	47.9% Average for the MPD



CID

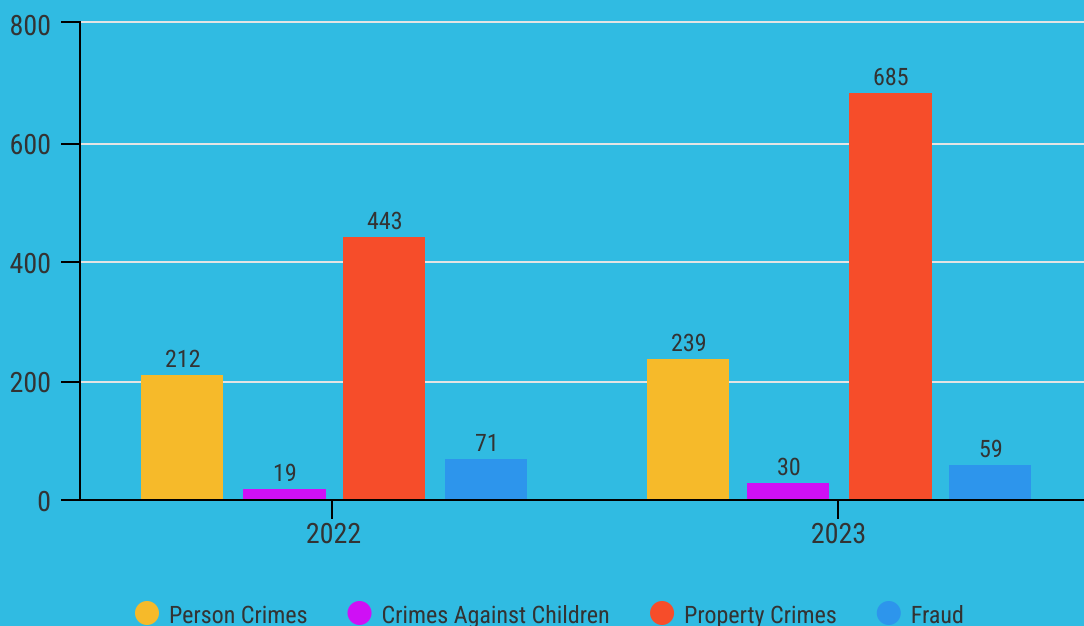


The Manor Police Department Criminal Investigation Division is led by Sgt. Craig Struble and staffed with 3 detectives. They are assigned to work crimes against persons, crimes against children, and property crimes.

HIGHLIGHT

In 2023 Detectives began working closely with the Attorney General's Office Internet Crimes Against Children task force. This has led to the apprehension of over a dozen alleged child predators.

CID STATS





CID

Devon Sanders was killed on July 27, 2016 by being dragged by a car and ran into the back of a parked vehicle. The driver was allegedly Thomas Bernal. That vehicle then fled the scene.

Manslaughter Case Update: Suspect, Thomas Bernal, and his Mother, Debra Bernal (of Elgin, TX) have been taken into custody by the US Marshals Fugitive Task Force in Hidalgo County after nearly 7 years on the run in Mexico. Both will be extradited to Travis County for prosecution on the following charges:

Thomas Bernal:
Manslaughter - 2nd Degree Felony
Fail to Stop and Render Aid Accident
Involving Death - 2nd Degree Felony

Debra Bernal:
Tampering with Physical Evidence - 3rd
Degree Felony.





CID

At approximately 3:52am, on 12/14/23 officers with the Manor Police Department responded to Walmart located at 11923 E US 290 HWY EB for a report of a person being shot in the parking lot. Officers arrived in less than two minutes and located a male with apparent gunshot wounds in the parking lot. Life saving measures were administered by officers prior to EMS and TCESD-12 Fire arrival. Unfortunately, the victim succumbed to his wounds and was pronounced deceased at approximately 4:13am. The victim has been identified as 19-year-old male Luis Frias-Hernandez (Elgin, TX).

Detectives responded to the scene and worked diligently throughout the day and were able to identify the suspect as Juan Acuna-Goana (Manor, TX), a 25-year-old male. A Travis County judge issued an arrest warrant for 1st Degree Felony Murder. Acuna-Gaona was taken into custody without incident by the Manor Police Department and transported to Travis County Central Booking the same day.

In less than 15 hours investigators had identified the suspect, and had obtained a warrant for his arrest. An hour later the suspect was in custody.





Victim Advocacy

Services Offered include:

- Crisis intervention
- Community support and information
- Victim education and support
- Accompaniment to court
- Accompaniment to trauma services
- Assistance with Crime Victims Compensation Application
- Assistance with Emergency Protective Orders Application
- Emergency Social Service Referrals
- Transportation
- Forensic Interview accompaniment
- Advocacy, Information, and Support

The Victim Advocacy Unit of the Manor Police Department currently consists of two Victim Advocates. The Advocates provide services to victims of crime, education, and outreach, and develop partnerships that identify and fill gaps in community needs.

By The Numbers

Incident Response: 475 Cases
Individuals served: 845

Types of Service:

Information and Referral: 46
Personal Advocacy/Accompaniment: 19
Emotional Support or Safety Service: 60
Shelter/Housing Services: 17
Criminal/Civil Justice Assistance: 475
Crime Victim Compensation Assistance: 19



Property & Evidence

The Manor Police Department property and evidence division is currently staffed by one Crime Scene Technician. This person is responsible for the collection and preservation of evidence and property.

They maintain the property room through inventories and audits to ensure the integrity of the evidence. They oversee over 5000 individual items that have been logged in as evidence, stolen and recovered property, found property, and property booked for safekeeping.

Property and Evidence 2023

The Manor Police Department Property room houses at any time between 6000 to 7000 pieces of individual evidence.

Current approximate total: 6,411

Items submitted to DPS: 117 items

Items seized:

- Drugs: 208 items
- Weapons: 34
- Weapons forfeited: 15



Records

The Manor Police Department Records Division is staffed by two Police Records Clerks. They are responsible for maintaining all reports and files produced by the Police Department. This includes offense reports, crash reports, and digital video records.

The Records Clerks assist with putting together prosecution packets and submitting files to the district and county attorney's offices and copying files for open records requests.

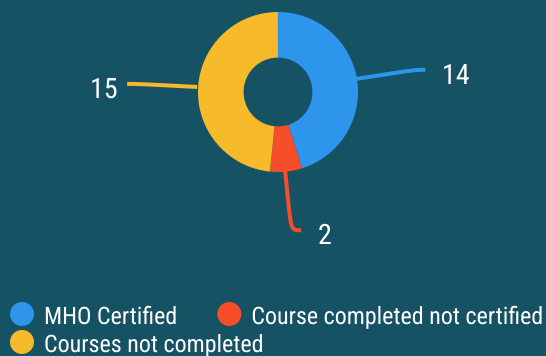


TRAINING

Master Peace Officers 12
 Advanced Peace Officers/Telecommunicators 5
 Intermediate Peace Officers 5
 Basic Peace Officers/Telecommunicators 16

Mental health issues are a growing concern in the country today. In order to meet the demands of this growing concern, the Department has made it a top priority to have all the officers trained and capable to respond to any situation by having all officers certified as Mental Health Officers (MHO). To qualify to receive the MHO certification an officer must complete the 40 hours of mandated Crisis Intervention Training, 8 hours of de-escalation techniques, be CPR and first aid certified, and complete the 24 hour MHO course. The Department's goal is to have 100% of its officers certified as MHO's.

MHO's



In today's environment, police training is vital to the professional development of the officers and staff of the Manor Police Department to maintain a professional, efficient, and effective agency. Every member of the department is certified through the Texas Commission on Law Enforcement as either a peace officer or a telecommunicator, and as such, they are mandated to complete continuing education hours. In addition to TCOLE mandates department policy requires annual in-service training.

TRAINING HIGHLIGHTS

- Department staff completed 10581 hours of continuing education during the calendar year.
- Added 3 new Basic TCOLE instructors to the Department Cadre. This brings the Department's cadre to 15. Basic instructors are able to teach any TCOLE course that is not mandated or results in a certification unless the course is sponsored by a TCOLE training provider.



Recruiting

Academy Visits

AACOG

San Antonio College

Del Mar College Police Academy
Corpus Christi

The Manor Police Department is always seeking to recruit and on board new and talented individuals to an already diverse staff. Many efforts have been made by the Department to reach across the state and hear at home to grow the Department to meet the challenging demands of the future of Manor.

Sponsored Cadets

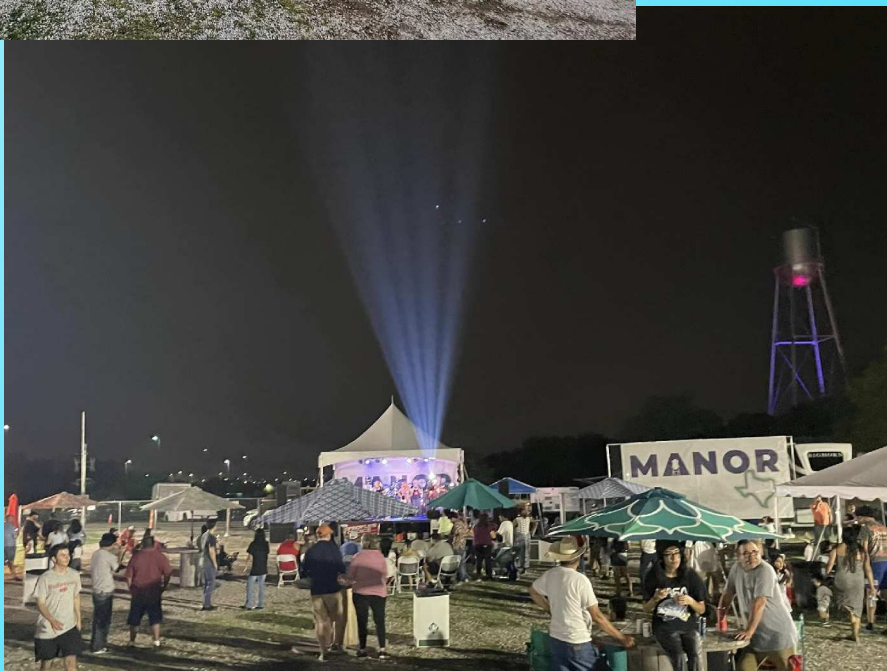
The Department is currently sponsoring 3 cadets who are already in attendance in the academy, and will graduate in 2024. Two more cadets are slated to enter the academy January 2024.





Community Programs

MANORPALOOZA





Community Programs

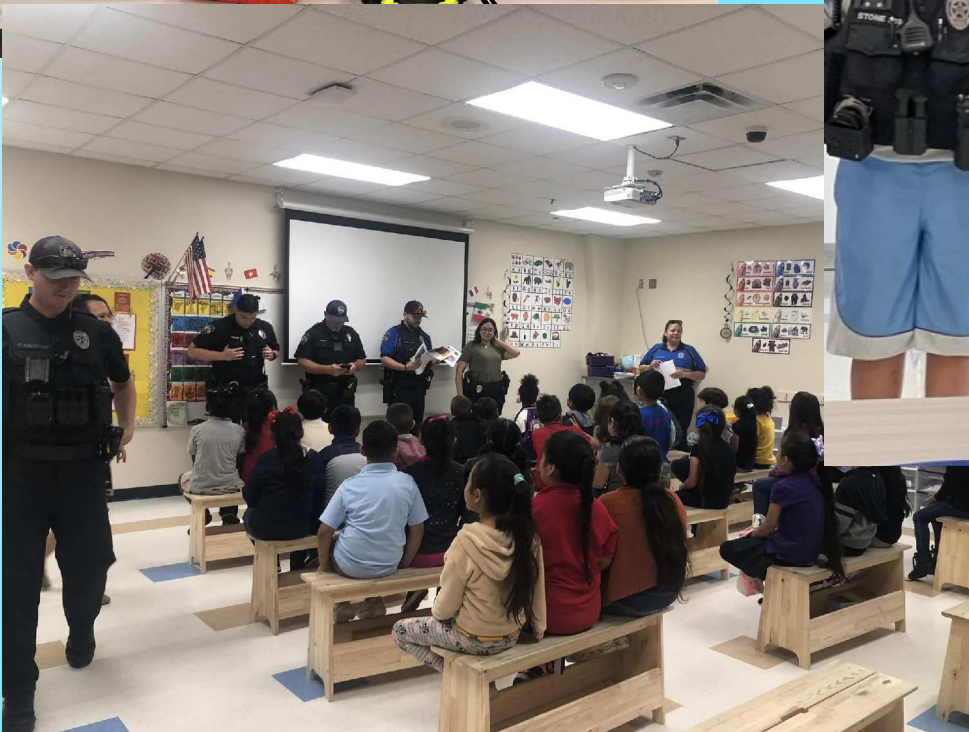
Citizens Police Academy





Community Programs

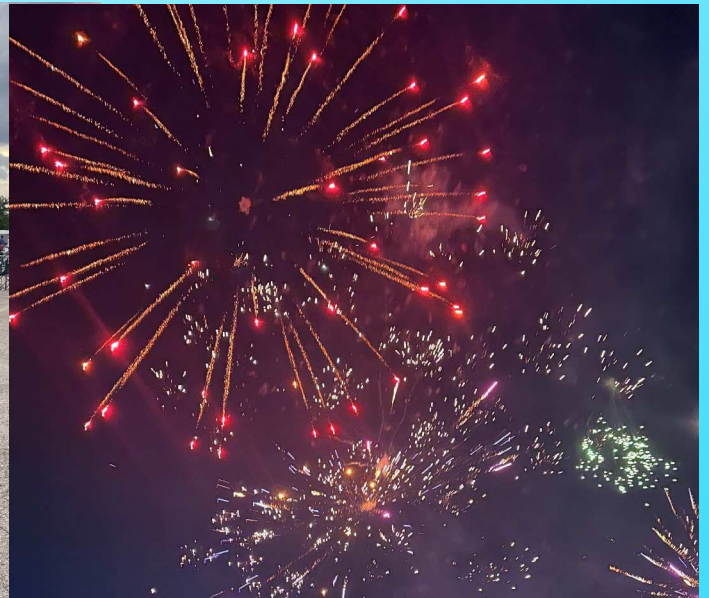
Youth Citizens Police Academy





Community Programs

4th of July Celebration





Community Programs

Manor Night at the Park





Community Programs

Other Events

100 Club Check Presentation Shadow glen Golf Course
 Arbor Day Tree Planting
 Back to School BASH Manor Senior High School
 Local grand openings
 Subdivision Clean ups
 Bicycles for Brown Santa Riata Ford
 Birthday Drive by
 Blake Manor Elementary School Career Day
 Career Day Presidential Meadows Elementary
 Christmas Adopt A Family
 Coffee with a Cop
 Consecration St. Joseph Catholic Church
 Easter Egg Hunt
 Free Name Tag Event for Animals
 Girl Scouts Troop Tour of Manor PD Building
 Holiday in the Park – Cocoa with Cops
 It's My Card Program / Elderly Scam Prevention
 Manor City Limits Manor New Tech Middle School
 Manor Day at the Capital
 Manor United Methodist Church Turkey Dinner
 Milk a Thon Manor PD
 MLK Walk and Speech Jenny Lane Park
 Mueller Lake Park – NNO Kick Off Party
 Personal Safety Class for 4H Club
 Popsicles with Police Timmerman Park
 Presidential Heights Meet and Greet
 Shred for a Cause
 Tiene Preguntas / Coffee with the Principal
 Valentine's Breakfast for Dinner Lion's Club





Community Programs

Other Events





GRANTS

The Manor Police Department utilizes grant funds to help support and provide equipment for officers, overtime for traffic enforcement, and help cover expenditures in unforeseen hazardous events.

STEP Grant \$11,990

DOJ Vest \$7,029

FEMA PA \$102,994

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops			
			7,418
			7,418
02. Location of Stop			
	0.90%		67
CITY STREET	45.97%		3,410
COUNTY ROAD	2.20%		163
PRIVATE PROPERTY OR OTHER	0.16%		12
STATE HIGHWAY	1.52%		113
US HIGHWAY	49.25%		3,653
Total	100.00%		7,418
03. Was Race Known Prior to Stop?			
N	99.07%		7,349
Y	0.93%		69
Total	100.00%		7,418
04. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN	1.06%		79
ASIAN/PACIFIC ISLANDER	2.78%		206
BLACK	23.12%		1,715
HISPANIC/LATINO	35.04%		2,599
WHITE	38.00%		2,819
Total	100.00%		7,418
05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.65%	15
	ASIAN/PACIFIC ISLANDER	2.75%	64

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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05. Gender			
FEMALE	BLACK	27.44%	638
	HISPANIC/LATINO	28.04%	652
	WHITE	41.12%	956
		100.00%	2,325
MALE	ALASKA NATIVE/AMERICAN INDIAN	1.26%	64
	ASIAN/PACIFIC ISLANDER	2.79%	142
	BLACK	21.15%	1,077
	HISPANIC/LATINO	38.23%	1,947
	WHITE	36.58%	1,863
		100.00%	5,093
Total			7,418
06. Reason for Stop?			
	ALASKA NATIVE/AMERICAN INDIAN	1.49%	1
	BLACK	34.33%	23
	HISPANIC/LATINO	26.87%	18
	WHITE	37.31%	25
		100.00%	67
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.33%	58
	ASIAN/PACIFIC ISLANDER	3.66%	160
	BLACK	22.38%	978
	HISPANIC/LATINO	32.27%	1,410
	WHITE	40.37%	1,764
		100.00%	4,370
PRE EXISTING KNOWLEDGE	ALASKA NATIVE/AMERICAN INDIAN	0.85%	1

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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06. Reason for Stop?			
PRE EXISTING KNOWLEDGE	BLACK	16.10%	19
	HISPANIC/LATINO	41.53%	49
	WHITE	41.53%	49
		100.00%	118
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.65%	18
	ASIAN/PACIFIC ISLANDER	1.59%	44
	BLACK	24.41%	675
	HISPANIC/LATINO	38.73%	1,071
	WHITE	34.61%	957
		100.00%	2,765
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	1.02%	1
	ASIAN/PACIFIC ISLANDER	2.04%	2
	BLACK	20.41%	20
	HISPANIC/LATINO	52.04%	51
	WHITE	24.49%	24
		100.00%	98
Total			7,418
07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.13%	79
	ASIAN/PACIFIC ISLANDER	2.93%	204
	BLACK	23.22%	1,619
	HISPANIC/LATINO	34.26%	2,389
	WHITE	38.46%	2,682
		100.00%	6,973
Y	ASIAN/PACIFIC ISLANDER	0.45%	2

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

07. Was a Search Conducted?			
Y	BLACK	21.57%	96
	HISPANIC/LATINO	47.19%	210
	WHITE	30.79%	137
		100.00%	445
Total			7,418
08. Reason for Search?			
CONSENT	BLACK	20.00%	5
	HISPANIC/LATINO	48.00%	12
	WHITE	32.00%	8
		100.00%	25
CONTRABAND IN PLAIN VIEW	BLACK	11.11%	3
	HISPANIC/LATINO	74.07%	20
	WHITE	14.81%	4
		100.00%	27
INCIDENT TO ARREST	BLACK	13.33%	14
	HISPANIC/LATINO	51.43%	54
	WHITE	35.24%	37
		100.00%	105
INVENTORY	ASIAN/PACIFIC ISLANDER	0.65%	1
	BLACK	14.19%	22
	HISPANIC/LATINO	54.19%	84
	WHITE	30.97%	48
		100.00%	155
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	1.13%	79
	ASIAN/PACIFIC ISLANDER	2.93%	204
	BLACK	23.22%	1,619

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
NO SEARCH	HISPANIC/LATINO	34.26%	2,389
	WHITE	38.46%	2,682
		100.00%	6,973
PROBABLE CAUSE	ASIAN/PACIFIC ISLANDER	0.75%	1
	BLACK	39.10%	52
	HISPANIC/LATINO	30.08%	40
	WHITE	30.08%	40
		100.00%	133
Total			7,418
09. Was Contraband Discovered?			
N	ASIAN/PACIFIC ISLANDER	0.86%	2
	BLACK	18.97%	44
	HISPANIC/LATINO	52.59%	122
	WHITE	27.59%	64
		100.00%	232
Y	BLACK	24.41%	52
	HISPANIC/LATINO	41.31%	88
	WHITE	34.27%	73
		100.00%	213
Total			445
10. Description of Contraband			
ALCOHOL	BLACK	8.00%	6
	HISPANIC/LATINO	54.67%	41

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

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10. Description of Contraband			
ALCOHOL	WHITE	37.33%	28
		100.00%	75
CURRENCY	BLACK	50.00%	1
	WHITE	50.00%	1
		100.00%	2
DRUGS	BLACK	36.15%	47
	HISPANIC/LATINO	33.08%	43
	WHITE	30.77%	40
		100.00%	130
OTHER	BLACK	26.67%	4
	HISPANIC/LATINO	46.67%	7
	WHITE	26.67%	4
		100.00%	15
STOLEN PROPERTY	BLACK	40.00%	2
	WHITE	60.00%	3
		100.00%	5
WEAPONS	BLACK	38.89%	7
	HISPANIC/LATINO	27.78%	5
	WHITE	33.33%	6
		100.00%	18
Total			245

11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.85%	20
	ASIAN/PACIFIC ISLANDER	2.51%	59
	BLACK	18.62%	438
	HISPANIC/LATINO	42.47%	999

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11. Result of the Stop			
CITATION	WHITE	35.54%	836
		100.00%	2,352
CITATION AND ARREST	BLACK	20.69%	6
	HISPANIC/LATINO	48.28%	14
	WHITE	31.03%	9
		100.00%	29
FIELD INTERVIEW	ALASKA NATIVE/AMERICAN INDIAN	1.69%	1
	BLACK	32.20%	19
	HISPANIC/LATINO	28.81%	17
	WHITE	37.29%	22
		100.00%	59
FIELD INTERVIEW ARREST	BLACK	50.00%	4
	HISPANIC/LATINO	12.50%	1
	WHITE	37.50%	3
		100.00%	8
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	1.22%	58
	ASIAN/PACIFIC ISLANDER	3.10%	147
	BLACK	25.66%	1,216
	HISPANIC/LATINO	30.49%	1,445
	WHITE	39.52%	1,873
		100.00%	4,739
WRITTEN WARNING AND ARREST	BLACK	13.85%	32
	HISPANIC/LATINO	53.25%	123
	WHITE	32.90%	76
		100.00%	231
Total			7,418

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

12. Arrest Based On			
	BLACK	21.43%	3
	HISPANIC/LATINO	35.71%	5
	WHITE	42.86%	6
		100.00%	14
OUTSTANDING WARRANT	BLACK	35.14%	13
	HISPANIC/LATINO	37.84%	14
	WHITE	27.03%	10
		100.00%	37
VIOLATION OF PENAL CODE	BLACK	11.36%	25
	HISPANIC/LATINO	55.00%	121
	WHITE	33.64%	74
		100.00%	220
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3
Total			274

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	1.07%	79
	ASIAN/PACIFIC ISLANDER	2.78%	206
	BLACK	23.13%	1,713
	HISPANIC/LATINO	35.05%	2,596
	WHITE	37.98%	2,813
		100.00%	7,407
Y	BLACK	18.18%	2
	HISPANIC/LATINO	27.27%	3
	WHITE	54.55%	6
		100.00%	11

Manor, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

13. Was Physical Force Used?			
Total			7,418
Was Arrest Due to Contraband Found?			
N	BLACK	14.29%	34
	HISPANIC/LATINO	54.62%	130
	WHITE	31.09%	74
		100.00%	238
Y	BLACK	19.44%	7
	HISPANIC/LATINO	33.33%	12
	WHITE	47.22%	17
		100.00%	36
Total			274



Travis County Emergency Services District No.12

Item 5.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – February 2024

Calls - Month

2024 - 374 (-6.9%)

2023 - 402 (+5.2%)

2022 - 382

Calls by Unit

Eng1201 - 107

Eng1202 - 83

Bat1201 - 34

SQ1203 - 70

SQ1201 - 135

Eng1203 - 101

FMO1201 - 11,

120 call reviews

Calls - CYTD

2024 - 799 (-5.6%)

2023 - 847 (+5.6%)

2022 - 802

AVG Response Time - Month

8 min, 36 sec

AVG Response Time - CYTD

8 min, 58 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	3	3	9	3
Bastrop Co. ESDs	0	1	0	1
BT1/ESD 13	0	0	0	1
Elgin VFD	0	0	0	0
TC ESD 2	4	14	12	22
TC ESD 11	2	1	7	1
TC ESD 9/6/3	0	0	0	0
WILCO Dept's	0	1	0	1
-----	-----	-----	-----	-----
TOTAL	9	20	28	29

Incident by Type

100 Fire.....	62	200 Rupture/Explosion...	0	300 EMS/Rescue	268
400 Hazardous Condition.	2	500 Service Call.....	23	600 Good Intent.	6
700 False Calls.....	13	900 Other.....	0	800 Nat. Disaster	0

Training and Events

- Busy Bee – Community Hero's Day
- Meals with Manor – Chili Cook Off
- Promotional Testing
- Fire Rescue 1 Academy online training
- Quint final inspection

Awards and Recognition

- FL. Prado 8yrs.
- FE. Carter and FF. Palacios 3yrs.
- FF. Garcia 2yrs.



Travis County Emergency Services District No.12

Item 5.

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Operational/Prevention Summary – February 2024

Prevention Division Activities (ESD/CoM)

Builder Developer Mtgs.....1 (0/1)	Site Visits.....77
Reviews.....53 (40/13)	Initial Inspections59 (38/21)
Under Review.....2 (1/1)	Reinspection.....5 (3/2)
Re-submittals.....23 (17/6)	Residential Inspections.....7 (7/0)
Approvals / Permits Issued.....37 (29/8)	Investigation Responses.....6 (4/2)
Awaiting Response from Applicant.....17 (12/5)	Hydrant Inspections/Tests.....4
Review Turn-Around (AVG last 30 days) 6 days	

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: March 20, 2024

RE: **February 16 to March 14 Economic Development Department Activity**

-
- Attended P3 Conference in Dallas at Sheraton on project diversity;
 - Chickenango Brand/Logo Rollout Discussion and Planning;
 - Zoom call with LT Commercial and client on cold storage facility for Manor;
 - Met with Wonik representatives from US and S. Korea re: their purchase of Old Kimbro Rd. 23 acres and development thereof with BuildBlock;
 - Met with Ginsel OZ tract reps re: large discount retailer 20 acre prospect for 13301 E 290;
 - Zoom call with WSP to discuss future E. Manor Dev.#1 Feasibility Study RFP;
 - Zoom call with owner of 302 E. Parsons to discuss future development of that tract into mixed use;
 - Development of Solid Waste RFP for city collection services: delivered to Solid Waste Specialists, City Manager and legal counsel to approve and publish;
 - Pre-meeting on Cottonwood Creek WWTP Phase 3 application; dry run call with GBA and Grant Development Services; EDA pre-application call w/Angela Bonner;
 - Toured Grand at Manor Apartments with City Manager, owner and potential purchaser for potential PFC inclusion proposal;
 - Met with Gray Engineering and potential purchaser re: Employment Center site on FM1100 they were proposing to zone residential;
 - Developed and ran ads for E. Manor Development #1 RFP in Manor Journal and Austin Chronicle on 3/1/24;
 - Met GBA/staff on Sen. McCaul's Congressional District capital project funding requests;
 - Met w/Grant Development Services on SS4A grant program and Manor eligibility;
 - Zoom meeting with Catalyst on Downtown with Dunlop on Trails & Thoroughfare Plan;
 - Fielded inquiry for a construction materials transload facility; discussed available sites for a DFW retail golf cart sales and service dealer
 - Teams meeting w/Chickenango & WSP on CTRMA/TxDOT marketing/PR;
 - Manor Chamber of Commerce Lunch Meeting & Ribbon Cutting;
 - Attended 1 Regular City Council Meeting; 1 Special Called City Council Meeting; 1 City Council Site Tour; 1 PFC Meeting; 3 Staff meetings; 1 Economic Development Committee Meeting.

DEVELOPMENT SERVICES DEPARTMENT REPORT

PROJECT VALUATION AND FEE REPORT

February 1 - 29, 2024

Description	Projects	Valuation	Fees	Detail
Commercial				
Accessory	1	\$55,708.15	\$207.00	Mustang Valley Park Shade Structure
Certificate of Occupancy	1	\$0.00	\$172.00	Eazy Start Insurance Agency
Electrical	1	\$100,000.00	\$412.00	
Irrigation	1	\$18,000.00	\$4,942.50	
Mechanical-HVAC	2	\$21,858.60	\$426.00	
Remodel/Repair	1	\$120,000.00	\$1,400.05	Pragma JiuJitsu
Right of Way	1	\$0.00	\$297.00	
Sign	3	\$74,646.00	\$878.00	
Residential				
Accessory	1	\$9,000.00	\$167.00	
Deck/Patio	1	\$1,800.00	\$187.00	
Driveway	1	\$2,500.00	\$97.00	
Electrical	4	\$100,816.86	\$428.00	
Foundation Repair	2	\$27,583.00	\$194.00	
Irrigation	33	\$57,420.90	\$3,531.00	
Mechanical-HVAC	3	\$30,000.00	\$321.00	
New Building	23	\$7,780,980.30	\$202,407.00	
Plumbing	2	\$13,106.00	\$334.00	
Right of Way	1	\$0.00	\$0.00	
Swimming Pool/Spa	1	\$40,000.00	\$212.00	
Totals	83	\$8,453,419.81	\$216,612.55	

Total Certificate of Occupancies Issued: 81

Total Inspections(Comm & Res): 1,840

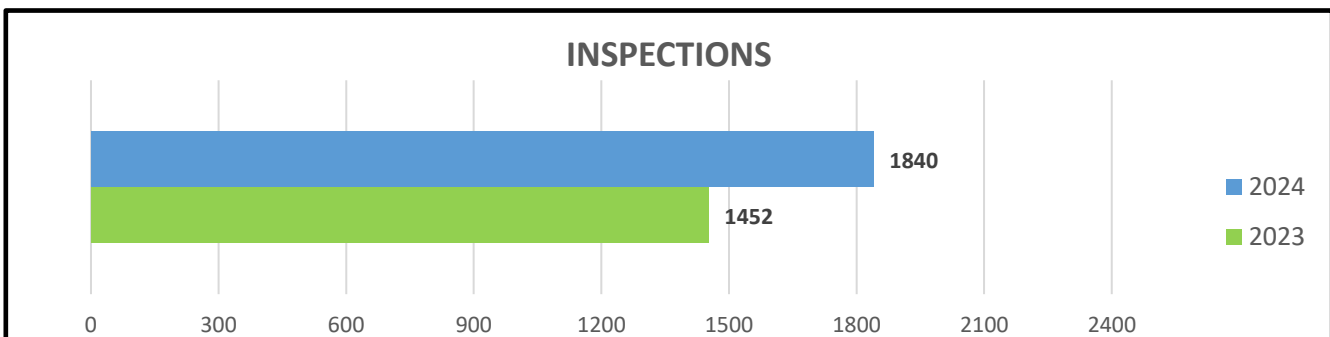
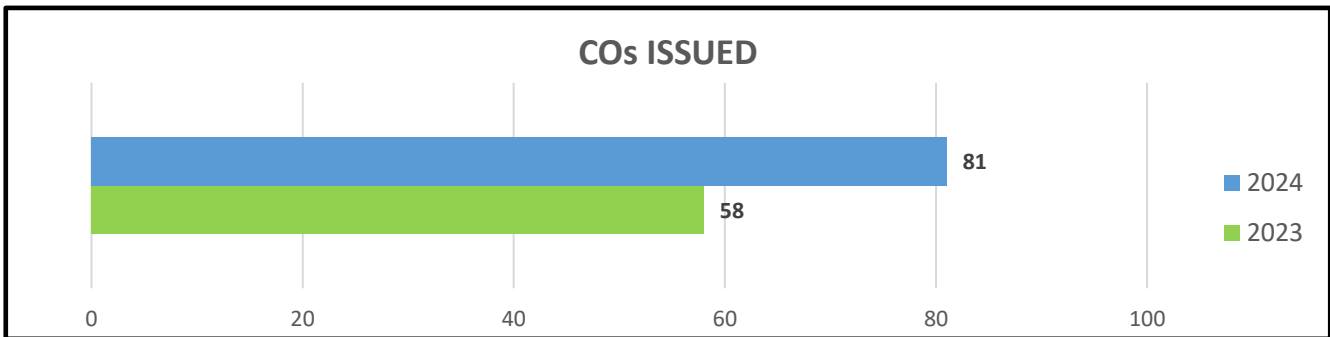
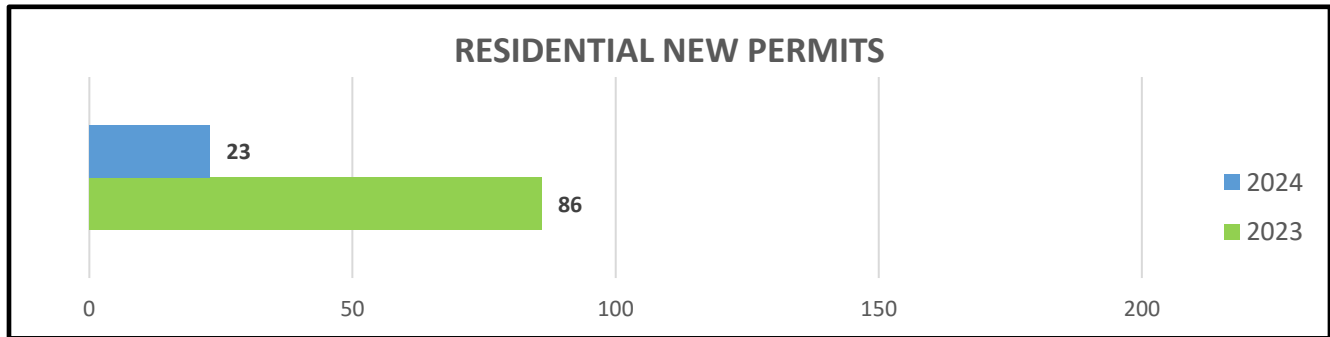
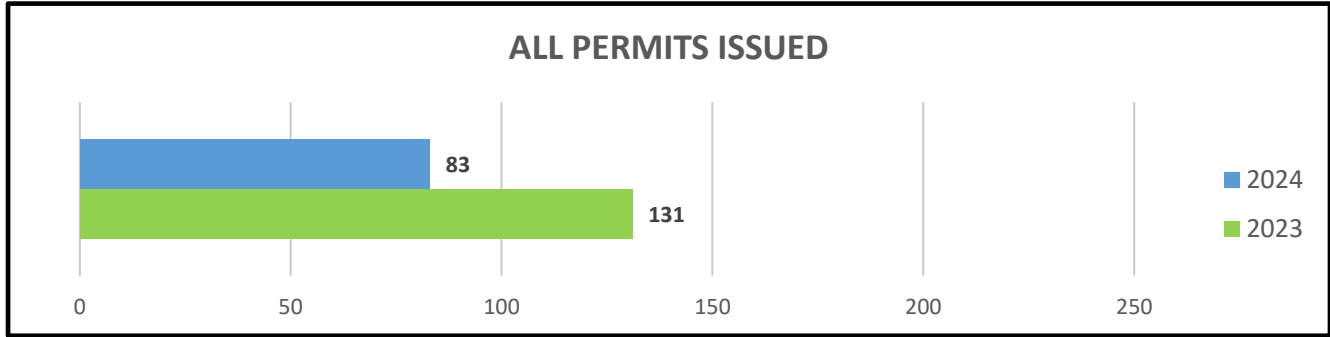
Scott Dunlop, Development Services Director





February 2024

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR



*Charts displayed at different scales



MEMO

To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: March 20, 2024
RE: **February Report**

UPCOMING SPRING & SUMMER SPECIAL EVENTS

East Manor Development No.1 Ribbon Cutting

Sat, March 20th from 4pm to 6pm
15317 US Hwy 290 E. Manor

Easter Egg-Heli-Drop

Sat, March 30th from 11am to 3pm
East Manor Development No.1, 15317 US Hwy 290 E. Manor

4TH Annual ManorPalooza

Fri, May 3rd from 5pm to 10pm & Sat, May 4th from 11am to 11pm
Manor Art Park, 111 S Lexington St. Manor

Juneteenth

Sat, June 16th from 5pm to 9pm
Timmermann Park, 12616 Skimmer Run, Manor

4th of July

Thurs, July 4th from 7pm to 10pm
East Manor Development No.1, 15317 US Hwy 290 E. Manor

PROPOSE FALL EVENTS

Manor's 1st Food Truck War

Dates Options:

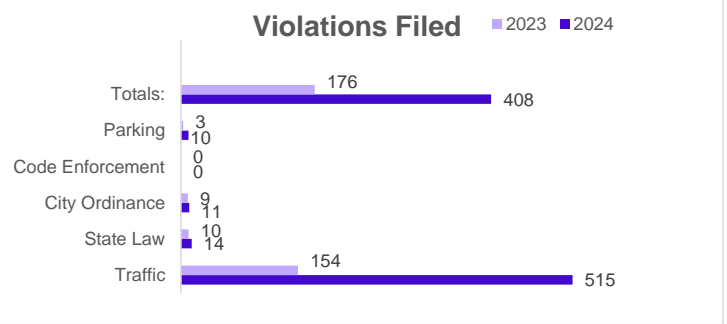
- Sat., Sept. 21st
- Sat., Sept. 27th
- Sat., Oct. 18th
- Sta., Nov. 2nd

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

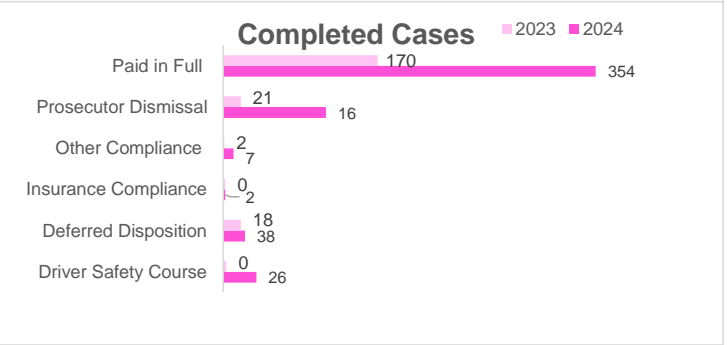


February 2024 Court Report

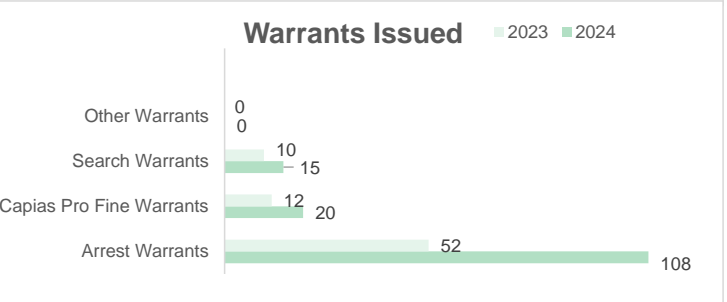
Violations Filed	2024	2023
Traffic	515	154
State Law	14	10
City Ordinance	11	9
Code Enforcement	0	0
Parking	10	3
Totals:	550	176



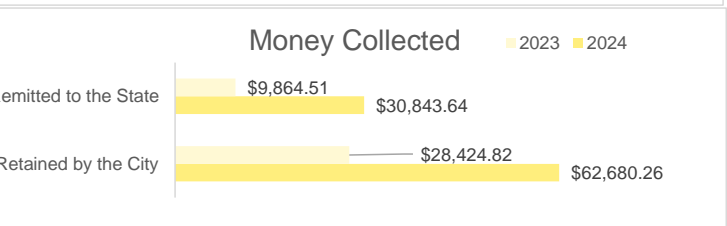
Completed Cases	2024	2023
Driver Safety Course	26	0
Deferred Disposition	38	18
Insurance Compliance	2	0
Other Compliance	7	2
Prosecutor Dismissal	16	21
Paid in Full	354	170
Totals:	443	211



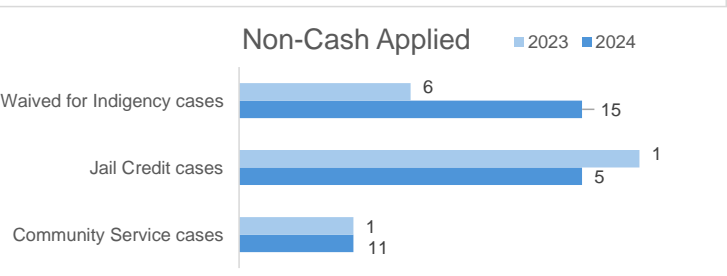
Warrants Issued	2024	2023
Arrest Warrants	108	52
Capias Pro Fine Warrants	20	12
Search Warrants	15	10
Other Warrants	0	0
Totals:	143	74



Money Collected	2024	2023
Retained by the City	\$62,680.26	\$28,424.82
Remitted to the State	\$30,843.64	\$9,864.51
Totals:	\$93,523.90	\$38,289.33



Non-Cash Applied	2024	2023
Community Service cases	11	1
Jail Credit cases	5	1
Waived for Indigency cases	15	6
Totals:	31	8





MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: March 20, 2024
RE: February Monthly Report

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In February, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters, and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

Two new utility operators have acquired their water D licenses; their names are Sebastian and Miguel. The City of Manor now has every utility operator licensed.

Two new water main valves were installed to minimize residential water loss due to water main breaks. The City of Manor has acquired a brand-new camera van. This camera van has already found two significant wastewater line breaks. We filmed 2000 ft of wastewater lines for warranty purposes.

Water Production & Purchase

In February, 9 % of the water we supplied to our residents was from our wells and we purchased 91 % from EPCOR and Manville WSC.

Population

City of Manor- 21,010

Shadowglen- 7,061

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
February 14th, 2023

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	Approved retainage pay application.	100%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12" gravity wastewater main	Change order has been signed. Will go before Council at the February 21 meeting.	99%
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	Line is still holding water and vent pipes are not installed. New PM Marshall, waiting on vent pipe material before sending an updated schedule. (Have not gotten an official date yet)	99%
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Submitted documents for TCEQ review and approval. (100-150 Day review period from November 10 th for variance request). Received comments from TCEQ regarding additional information. Lift Station final recon 1.2.24	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point.	Precon held on January 10. Contractor working on submittals for items that have a long lead time such as the generator.	Construction Phase
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Small waterline project to connect existing line to waterline installed by the car wash is going before Council on February 21.	Working on easement acquisition and addressing issues/concerns about easements from property owners.

Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	Working on access easement for West Elgin property. Currently bypassing Bell Farms. Bypass delayed at PG. Weekly meetings with contractor. Current status: <ul style="list-style-type: none"> - Working towards electrical and genset slab, then the electrical shelter will be installed along with electrical components. Expected future CO <ul style="list-style-type: none"> - Possible PG genset slab - PG grade rings adjustments - Valve vault revision at BF 	Construction documents 100%. Bid phase 100% Construction phase 65%
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Santa Clara is the contractor. 4 th bore to start soon. Communicating with property owners re: fencing, gates, access.	Construction documents 100%. Bid phase 100% Construction phase 15%
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finalizing plans, specs, OPC. Need to send plans, OPC to developer.	Construction Documents 99%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	Preliminary engineering completed. Materials assembled and sent to grant admin for submittal to EDA.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	Model Review Meeting follow up Memo – received comments and consensus on memo recommendations during 1/30 meeting, will finalize Future Growth Modeling accordingly. Draft Plan Workshop, Wed 2/28: <ol style="list-style-type: none"> 1) Summarize findings 2) Present draft elements of plan 3) Collect City feedback to shape final plan 	
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Continue working revisions to the Water master plan draft report. Working on alternative water sources and what treatments and costs would be for all options.	Report Phase – revisions from City Comments

2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the request of the AC will look into impact fees for Hutto as well as different scenarios on credit amounts for developers and	The next meeting will be on February 13
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Proposed subdivision is being modified resulting in required revisions to PUD, Concept Plan, Preliminary Plat. Site for groundwater storage tank may be adjusted, so we are on hold until we receive updated information.	Construction documents at 60%
FY2022 Tax Note-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall. Currently working on FM 973 N waterline alignment and obtaining easements.	Construction plans are being worked on. Waiting on easements.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	Complete Revised Permit application was sent in Nov 15 th . Printed copy of revised permit has been delivered for display at City Hall. Alternate language NAPD was sent to TCEQ Nov 27 th . Permit has been posted.	Permit Submittal
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Bid opening held on July 7, 2023. Contract approved by Council at August 2, 2023 meeting. Change order is going before Council tonight.	Revised change order #1 was approved at the February 7 Council Meeting.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Project was awarded at January 3 Council meeting.	Precon conducted on January 17. Contractor provided costs for median work on Lexington. Estimate needs to be discussed with City Staff.
2024 SSES	SSES investigations in the next leakiest basin from the 2022 flow monitoring	Project was approved by Council!	As soon as we have the notice to proceed we can get started!

Streets and Parks Monthly Report February 2024

Daily Duties and Projects 2-1-2023 / 2-29-2023

Street Maintenance

Repaired the sidewalk in front of HT Fitness.

Crack-sealed Carriage Hills Dr. Pine Needle St. Pecan Hill Cove, and Ship Bell Dr.

Repaired shoulder drop-offs on Old Kimbro Rd near Hwy 290 with base material.

Stop sign repair at Gregg Manor Rd and Hill Ln.

Spread bull rock at clear wells for tank maintenance access.

Stop sign repair at Gregg St. and Wheeler St.

Stop sign repair at San Marcos St. and Brenham St.

The Superintendent and six employees attended a two-day class and received a 4-year Traffic Control/Flagger certification for free through TxLTap, operated by the University of Texas at Arlington.

Repaired broken fence at the E. Manor Development No. 1

Cleaned up old wooden light poles and dead trees at the E. Manor Development No. 1.

Cleaned out the building located at the East Manor Development No. 1.

Pothole repairs at W. Wheeler St, E. Brenham St, Gregg Ln, N. La Grange St, N. Bastrop, E. Boyce St, Suncrest Rd, E. Eggleston St. San Marcos St, E. Murray St, Johnson Rd, and Bois-D-Arc Rd.

Installed Roadway Subject to Flooding signs on N. Lexington St, Tower Rd, and Old Kimbro N. of 290 where flooding occurs.

Cap Metro Paving contract. Paving has been completed on N. Lockhart St. from Old Hwy 20 to E. Eggleston St.

Cap Metro Paving contract. Prepping road for paving on E. Carrie Manor St. from S. San Marcos St. to S. Lexington St.

Cap Metro Paving contract. Paving has been completed on E. Carrie Manor St. from S. Lampasas St. to S. San Marcos St.

Cap Metro Paving contract. Paving has been completed on Boyce St. from Old Hwy 20 to N. Lampasas St.

Cap Metro Paving contract. Paving has been completed on San Marcos St. from E. Wheeler St. to Old Hwy 20.

Parks/ Maintenance

Cut and chipped four dead trees in Timmermann Park near the lake.

Granite rock repairs at bocce courts.

Granite rock repairs at the Bell Farms Park trail.

Removed graffiti at Bell Farms Park playscape.

Power washed city hall twice on the south and east sides of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance.

Friday afternoons Bulk Drop Off for city residents.

Scheduled weekly park rounds at park facilities.

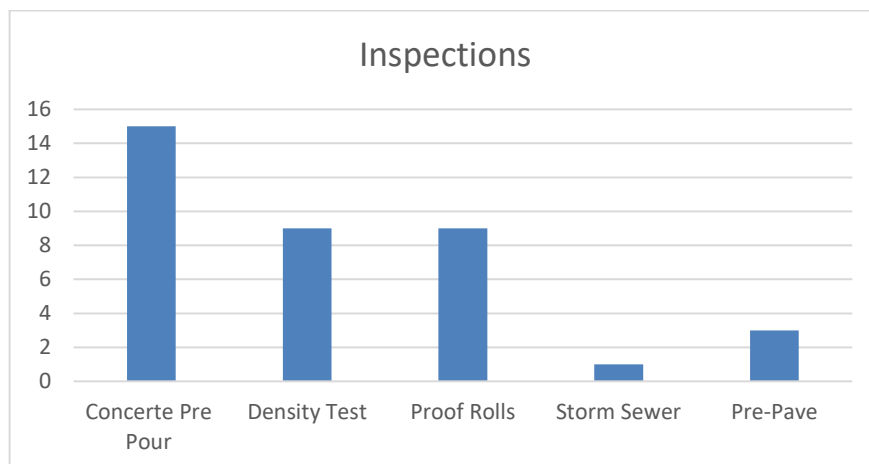
Scheduled weekly (ROW) Right of Way mowing.

Weekly vehicle and equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

680 - inspections are done this month.

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



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

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

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

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

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

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

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana – Development process.

Manor Crossing (Butler Tract) Development process.

Logos Phase 3- Waiting on homes to be built.

Logos Phase 4- homes are being built.

Logos Phase 5- homes are being built.

Shadowglen Phase 2 Sec 22 & 23A- walkthrough punch list. September 2021 still waiting.

Shadowglen Phase 2 Sec 25 & 26 1-year walkthrough punch list September 2022.

Shadowglen Phase 2 Sec 27A & 27B- walkthrough punch list September 2021 still waiting.

Shadowglen Phase 2 Sec 17- 2-year walkthrough has been done, contractor in process of repairs. November 2021 still waiting.

Shadowglen Phase 2 Sec 21A & 21B- walkthrough punch list. January 2022, still waiting.

Palomino Subdivision – homes are being built.

Presidential Glen Commercial WW – in the building process.

Manor Heights Medium Density -not started.

9910 Hill Lane apartments - building process

Village at Manor Commons Phase 3 – building process.

Presidential Glen Townhomes – not started.

Las Entradas Section 3- waiting to be built.

Las Entradas Section 4 – waiting to be built.

109 Lexington apartments – building process.

Manor Town Apartments Phase 2 – Development process.

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

Holley Smith Phase 1A – Development process.

The View at Manor apartments – Development process.

Eggleston Extension – closed. Opening pending.

Rapid Express Car Wash -Building process.

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

Cemetery Report

February 2, 2024- Monitored the cemetery.

February 5, 2024 – Checked on the grave sites that require dirt.

February 6, 2024 – Monitored the cemetery.

February 8, 2024 – Met with Andrew Gonzales to locate his grandmother's plot and discussed ordering a headstone. I discussed with Lance leveling the tree trunk to ground level in order to place the headstone on Uncle Pedro Rios's plot.

February 12, 2024 – Discussed with the Gomez family a site for their grandmother, Claudia Salazar.

February 12, 2024 - Met with Jeff Turner to prepare the site for his father, Dale Turner.

February 13, 2024 - Met with Daniel Knippa for Dale Turner's burial. Required removal of branches of surrounding trees to dig the hole.

February 20, 2024 – Met with Joanna Gomez to mark the site for her grandmother Claudia Salazar.

February 21, 2024 – Attended the funeral for Claudia Salazar to ensure that the remaining dirt was relocated to the gulley area.

February 22, 2024 – Called Elgin Funeral Home on the whereabouts of Clara Pacheco's headstone status.

February 23, 2024 – Met Ezequiel Leal at his mother's grave. The site requires a marker, and the dirt surrounding the casket has sunk. Directed him to the pile of dirt to fill in his mother's site.

February 23, 2024 – I received a call from Yolanda Lee on her husband's site, James Lee. She wanted rocks placed on her husband's plot. I explained that it was the responsibility of the family to maintain the site.

February 26, 2024 – Received a call from Natalie Ochoa on grandfather's burial, Jesue Jose Ochoa Franco. I have not received a follow-up call from the family.

February 28, 2024 – Monitored the cemetery. Will schedule a cleanup date in March.

WATER/ WASTEWATER MONTHLY REPORT FEBRUARY

WASTEWATER	TASK COMPLETED
SERVICE CALLS	34
MANHOLES REPAIRED	
SEWER BACKUPS	5
CAMERA LINE	25
QTY IN FEET FILMED	2000 FT
LINES REPAIRED	1
LINES LOCATED	3
LINES CLEANED	5
MANHOLES CLEANED	
CLEANOUTS/ SERVICE REPAIRED	1
SEWER SMELL	
WATER	TASK COMPLETED
SERVICE CALLS	391
WATER LEAKS SERVICE LEAKS	3
CUSTOMER LEAKS	10
WATER MAIN REPAIRS	1
NEW SERVICE TAPS	
HYDRANT MAINTENANCE	
HYDRANT FLUSHED	97
HYDRANT REPAIR/REPLACED	1
ISOLATION VALVE MAINTENANCE	2
ANGLE STOPS REPLACED	2
LINES LOCATED	3
MANVILLE BROWN WATER	57
BROWN WATER	14
WATER PRESSURE/ FROZEN CUSTOMER PIPES	4
WATER TURN ON/OFF	168
BAC T SAMPLES	23
JOBSITE CLEANUP AND RESTORATION	3
INSPECTIONS	
SITES	225
MANHOLES INSPECTED	26
WATER LINES INSTALLED	974
WATER TAPS	3
CONSTRUCTION METER SET	
CONSTRUCTION BAC T/FLUSHING	4



MEMO

To: Mayor and City Council Members
 From: Tracey Vasquez, Human Resources Director
 Date: March 20, 2024
 RE: **February 2024**

Meetings and Events:

HR Workshop Roundtable Meeting

February 8, 2024
 February 22, 2024

Staff Meetings

February 6, 2024
 February 13, 2024
 February 27, 2024

City Council Meetings

February 6, 2024-- Workshop
 February 21, 2024

February 2024

- February 1- After-hours interviews with multiple qualified Court Administrator applicants.
- February 6- TMRS meeting regarding fiduciary updates for this upcoming calendar year.
- February 9- Team building event “Superbowl Tailgate” received great feedback regarding the event.
- February 12- Skilled Trades Consortium meeting at EPCOR.
- February 13- Interviews with multiple qualified Utility Billing Clerk applicants.
- February 21- Quarterly Financial Investigation Fundamentals MLARS Training for municipalities.
- February 22- Quarterly Financial Investigation Fundamentals MLARS Training for municipalities.
- February 22- Interviews with multiple qualified Finance Director applicants.



MEMO

- February 23- Met with HUB International regarding possible RFP for city-employee Health Benefits for next budget year.
- February 28- City Events team meeting for all 2024 upcoming events.
- HR has extended work hours to ensure continuity in the finance department.
- Day-to-day Human Resources and Finance department operations regarding accounts payable, bank records, payroll, departmental projects and reports, property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members
From: Phil Green, IT Director
Date: March 20, 2024
RE: February Monthly Report

The following are accomplishments from December.

1. AT&T has finished all fiber work and now will start network installation and configuration when they get our signed agreement.
2. We have engaged tech support for the Mobile Device Manager location issues. No resolution as of yet. Still no resolution. We are evaluating alternative management platforms.
3. 56 Tickets opened for the month, and 51 of those closed. Top contributors PD. No tickets are waiting for customer response or contractor fulfillment.

MEMO

To: Mayor and City Council Members
From: Lluvia T. Almaraz, City Secretary
Date: February 21, 2024
Re: **February 2024 – Monthly Report**

City Records Obtained and Processed:

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

MEMO

Alcohol Permits	New Alcohol permit certificate or renewed	2	1										
Records Management Program	Boxes of documents accessioned to storage in accordance with the retention schedule	0	0										
	Boxes of documents destroyed in accordance with records retention schedule	0	0										
Open Records Requests	Number of Open Records Requests processed (within 10 days as required) Police Requests	21	16										
	Number of Open Records Requests processed (within 10 days as required) General Requests	19	30										

COUNCIL MEETINGS

- Council Regular Meetings – February 7th and February 21st
- Council Workshops – February 6th and February 12th

OTHER MEETINGS

- Mayor's State of the City Address – February 6th
- Manor Chamber Luncheon – February 8th
- CivicPlus Boards Applications Module Webinar – February 15th
- TownSquare Media – February 21st
- CDI Laserfiche Authentication Method – February 22nd
- Granicus – Swagit – February 22nd
- Mayor & City Manager Agenda Review Meeting – February 28th

TRAINING

- City Hall Essentials PIA – February 13th
- JustFOIA Enhancements – February 22nd
- City Hall Essentials Free Audits – February 23rd
- City Hall Essentials PIA Police Records – February 28th



MEMO

OTHER

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- February 2024 City Council Monthly Reports

STAFF RECOMMENDATION:

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

Manor City Council

Monthly Report

Name: Dr. Christopher Harvey Place/Position Mayor

Start Date: February 1, 2024 End Date: February 29, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
City Council Meeting	7, 21	Regular scheduled city council meeting
City Council Workshop	6	Workshop on city council monthly reports Joint workshop with planning and zoning
Basketball Game & Dinner w/MISD	2	Support school district basketball team and build relationships with board and other invited key stakeholders
Manor Housing Public Facilities Corporation	21	Approved a project and started another project with Dominium

Other Meetings

Type of Meeting	Date	Description
Preliminary Agenda Meetings	15, 28	Meeting with city manager and city secretary over the upcoming agenda items
State of the City	7	State of the city address

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	Description
Economic Development	Yes	12	City Council – Manor Downtown Strategic Plan
Mayor Community Collaboration	Yes	NA	March Meeting

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
ACC Learning Festival	18	At HLC – some communities are already to participate in the inaugural event. Manor can't make it happen this year so we will wait until 2025. Event is March 4-9 (linked is the file)
Mayors Roundtable	26	Central Texas
Texas Empowerment Academy	17	Panel Discussion about Economic Development

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

TIER 4

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

Regional Meetings

Group Name	Date	Description
Austin Health Council	1	Texas Children's Hospital Opening – meeting with executive board from Houston and hospital leadership
State Rep. Sheryl Cole, TXDOT, CTRMA, Travis County	1	Roundtable discussion about HWY 290 expansion option

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

Manor City Council

Monthly Report

Name: ANNE WEIR Place/Position Manor City Council Pl. 2

Start Date: Feb. 1, 2024 End Date: FEB. 29, 2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
REGULAR CITY Council Meeting	FEB. 7, 2024	Proclamation - "BLACK HISTORY Month" Discussions: possible Actions for the City of Manor
Regular City Council Meeting	FEB. 21, 2024	Discussions: possible Actions for the City of Manor

Other Meetings

Type of Meeting	Date	Description
City Council WORKSHOP	FEB. 6, 2024	REVIEW of Ord. No. 607, DISCUSSION of BUDGET PROCESS, REVIEW of REPORT FORMS, DISCUSSION of COMMITTEE ASSIGNMENTS
CITY RIBBON CUTTING - HOLIDAY INN EXPRESS	FEB. 21, 2024	TOUR of Manor's newest HOTEL MEET & GREET of Hotel MGMT.

Other

Type	Date	Description
CITY Council WORKSHOP	FEB. 12, 2024	Discussed Downtown Strategic Plan, Ribbon Cutting Ceremonies, City of Manor Volunteer Process
State of the City Address	FEB. 7, 2024	

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
HEALTH Committee	YES	FEB. 14, 2024	APRIL 2024	M. Lambert: I discussed the contacts he has been able to make in regards to health services in Manor
HEALTH Committee	YES	FEB. 28, 2024	APRIL 2024	DISCUSSED TANGIBLE OUTCOMES FOR Q2 ? THE ADDITION OF 2 RESEARCH SPECIALIST

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

Other

Type	Date	Description

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

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

TIER 3

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

State/County Meetings

Type of Meeting	Date	Description

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:		
ESD:		
EMS:		
Other: BLACK HISTORY	FEB. 23, 2024	Celebration of Manor's African-American CITIZENS & the contributions made to the City

Other

Type	Date	Description
POLICE Academy Cadet Graduation	FEB. 1, 2024	Celebrating the completed hours of training done to become a member of Manor Police DEPT.

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



MEMO

Item 6.

Item A.

To: Mayor and City Council Members
From: Yalondra M. Valderrama Santana, Heritage & Tourism Manager
Date: February 7, 2024
RE: 2024 Proposed City Events and Application Process

UPCOMING SPRING & SUMMER SPECIAL EVENTS

Easter Egg-Heli-Drop

Sat, March 30th from 11am to 3pm
Caysa, 15317 Us Hwy 290 E. Manor

Description: The Easter Egg-Heli-Drop is a fun, family-friendly, free event presented by the City of Manor. There will be a helicopter easter egg drop, games, crafts, food trucks, music, vendors, and photos with the Easter Bunny. Children of all ages are invited to participate in Manor's Easter Egg-Heli-Drop, featuring candy-filled eggs, for each age division.

4TH Annual ManorPalooza

Fri, May 3rd from 5pm to 10pm & Sat, May 4th from 11am to 11pm
~~Timmermann Park~~ ^{ART} from 1:00pm to 8:00pm

Description: The 4th Annual ManorPalooza is a fun, family-friendly event celebrating the City of Manor and its people. There will be a firework show, games, arts and crafts, food trucks, vendors, music, carnival rides, photo booths, sausage-eating competitions, and more.

Juneteenth

Sat, June 15th from 1pm to 6pm - *maybe June 19th*
Manor Art Park, 111 S Lexington St. Manor

Description: The Manor Juneteenth event commemorates the end of slavery in the United States. Juneteenth marks the day when federal troops arrived in Galveston, Texas in 1865 to take control of the state and ensure that all enslaved people be freed.



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 Workshop

Monday, February 12, 2024 at 5:30 PM

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

AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

AGENDA

A. City of Manor Downtown Strategic Plan

Presented by: Catalyst Commercial Inc.

- Welcome, Background, and Team Introduction
- Introduction of Process
- Exercises (5 Key Topics)
 - Vision and Goals
 - Success Factors
 - Economic Opportunity
 - Transportation
 - Parks and Open Spaces
- Report-Out/Open-Ended Discussion
- Next Steps

B. City of Manor Ribbon Cutting Ceremonies

- Calendar of Ribbon Cutting Events

C. City of Manor Volunteer Process

ADJOURNMENT

Bi-Weekly Meeting with the City of Manor
Agenda for the Project with BMHC Feb 28th

Research Students Rishit and En-Yu

Harvard Law Draft

Recap of the meeting with Austin Public Health

Answer Anne's question around survey, program, and agreement data.

BMHC – Population Health Cancer Prevention Program

Discuss future meetings.



Manor Heritage Society Presents: Black History Month Luncheon

KEYNOTE SPEAKER



Ruth Taylor Biscoe

PRAYER



Father Henry

GUEST SPEAKERS



Mayor Harvey - City Manager Scott Moore - Wayne Schneider
Parks Spring Cemetary: Dan Scarboro & Linda White
Pam Parker - Tonya Nixon - Bob Ward

PERFORMANCES



Sassy Diamondz Dance Company - Poet Akeem Olaj
Debbie Moore

CLOSING REMARKS



Manor Heritage Society

Special Thanks to Our Sponsors

St. Joseph's Catholic Church - Bluebonnet Electric Coop
City of Manor - Frontier Bank - Manor Lions Club - Tonya Nixon
Bikerstaff | Heath | Delgado Acosta LLP
Anew Entry - JB Interiors
Manor Police Department - Tonya Young - Starbucks
Margaret Rott Howard - Leonard & Gina Joyner
Plesant Grove Baptist Church

Manor City Council

Monthly Report

Name: Maria Amezcua Place/Position Place 3

Start Date: 02/01/2024 End Date: 02/29//2024


Tier	Meeting Criteria and Compensation Guidelines
I	Regular Scheduled City Council Meetings (1st & 3rd Wednesday), Special Called Council Meetings/Workshops, Public Finance Corporation (PFC), Tax Increment Reinvestment Zone (TIRZ), Public Improvement District (PID), and other authorized public meetings (joint meetings with MISD and other state and local government agencies)
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	*Participate/Speak at TML Annual Conference, Policy Summit, or other large TML event, and earn at least 8-16 TML credit hours
IV	TML Region - 10 Involvement, State Board Appointments, CAPCOG, CapMetro, TEDC, CAMPO, CTRMA, and Austin Health, etc. Memberships approved by City Council
	*Active attendance and participation and provide an update to City Council is a requirement

TIER 1

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


City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Council Meeting	02/21/2024	
PFC Meeting	02/21/2024	



CITY OF

MANOR

EST.  1872

TEXAS

City Council

[To view archived agendas and minutes, please click here.](#)

All Meetings

Board of Adjustments (BOA)

Charter Review Commission

City Council

Community Impact Fee (CIF) Advisory Committee

Comprehensive Plan Advisory Committee (CPAC)

Ethics Commission

Planning & Zoning (P&Z) Commission

Tax Increment Reinvestment Zone (TIRZ) 1 Board

Manor Housing Public Facility Corporation

Meeting	Date	Time	Agenda	HTML Agenda	Packet	HTML Packet	Minutes	Video/Audio
City Council Regular Meeting	2/21/2024	7:00 PM	[PDF]	[PDF]	[PDF]	[PDF]		
Notice of Potential Quorum	2/21/2024	5:30 PM	[PDF]	[PDF]	[PDF]	[PDF]		
City Council Workshop	2/12/2024	5:30 PM	[PDF]	[PDF]	[PDF]	[PDF]		
City Council Regular Meeting	2/27/2024	7:00 PM	[PDF]	[PDF]	[PDF]	[PDF]		[PDF]
Notice of Potential Quorum - State of the City Address	2/27/2024	6:00 PM	[PDF]	[PDF]	[PDF]	[PDF]		
City Council Workshop	2/6/2024	6:30 PM	[PDF]	[PDF]	[PDF]	[PDF]		

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Budget Committee	Yes		April	
Capital Improvements	No	02/12/2024 02/28/2024	April	Regular scheduled committee meeting
Tree Advisory Committee	Yes		April	

Project name: Capital Committee Meeting
 Project number: 14667.00
 Date: 2/12/2024
 Time: 3:00 PM
 Attendees: [Matthew Woodard](#) (Meeting Organizer)
[Deja Hill](#)
[Maria Amezcua](#)
[Scott Moore](#)
[Scott Dunlop](#)
[Frank Phelan](#)
[Pauline Gray](#)

Agenda

- Meeting Review
 - Last Meeting 1/29/2024
 - Projects Completed/Started/Milestones Since Last Meeting – No additional updates
 - 18 projects in progress
- Current CIF Status
 - CIP has been approved for W & WW
 - Transportation service area, capital improvements project list and the maximum roadway fee calculations are to be considered by the City Council in March for each service area • Planned CIP Project (FY 2023-2025)
 - 10 projects planned
- Wilbarger WWTP Phase 2 Project
 - Option Memo – Memo was finalized with no additional comments from Committee (attached)
 - Project Schedule – Schedule reviewed and included in SOW (attached)
 - Statement of Work – Statement of Work reviewed and recommended for consideration at the February 21, 2024 City Council Meeting (Attached)
- Wilbarger WWTP Ultimate Capacity Expansion Evaluation – Due to reduction in LUEs required by Daufin project to 56, it was determined that there is no immediate need for an evaluation. Should additional development of significant LUEs be proposed in potential release area(s), an evaluation can be conducted.
- ~~Review of current projects~~
- Review planned project – Discussed near-term projects and creation of charter documents for projects to begin documenting locations, need, scope, budget and timing for individual projects. •
- ~~Review of funding sources~~
- Establishment of new project funding sources for selected projects
- Next steps - GBA to create charters for near-term projects for next meeting.
- Next meeting date – February 28, 2024, 3:00 PM – 4:30 PM

9601 Amberglen Blvd. #109



9601 Amberglen Blvd. #109
Austin, TX 78729

CAPITAL COMMITTEE MEETING AGENDA

Project name: Capital Committee Meeting

Project number: 14667.00

Date: 2/28/2024

Time: 3:00 PM

Attendees: [Matthew Woodard](#) (Meeting Organizer)

[Deja Hill](#)

[Maria Amezcua](#)

[Scott Moore](#)

[Scott Dunlop](#)

[Frank Phelan](#)

[Pauline Gray](#)

Agenda

- Meeting Review
 - Last Meeting 2/12/2024
 - Projects Completed/Started/Milestones Since Last Meeting
 - No. of Projects in Progress
 - Current CIF Status
 - CIP Projects (FY 2023-2025)
 - CIP Charter Review
 - Planned Projects
 - Wilbarger WWTP Phase 2 Project
 - Wilbarger WWTP Ultimate Capacity Expansion
 - Review of current projects
 - Review planned projects
 - Review of funding sources
 - Establishment of new project funding sources for selected projects
 - Next steps
 - Next meeting date
-
- Please submit any backup material for Tier 2 that supports your community involvement and attendance.
 - * Quarterly Committee Reports Due October, January, April, July

TIER 3

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

Community Meetings (minimum of 2)

Individual/ Group	Date	Description
HOA:Presidential Glen	02/01 02/02 02/04 02/13 02/15 02/16 02/16 02/20 02/21 02/27 02/28 02/28	Architectual Review Planning for Board Meeting Planning for Board Meeting Architectual Review Payment Plans/Financials Plan items for Executive Session HOA Board Meeting Payment Plans Payment Plans/Architectual Review Payment Plans Payment Plans Board Responsibilities
ESD:		
ManorlSD:		
Other:		

Jennifer .. Ashley 5	Inbox	Question on Board/Goodwin Responsibilities	[REDACTED]	Feb 28
Carlos .. Norman, me 12	Inbox	HOA FW: Extended Payment Plan - Scott/Spencer [REDACTED] Tayshas - Presidential Glen - [firm-002630-000012] - *	[REDACTED]	Feb 28
TownSq 2	Inbox	[Presidential Glen] - /2024 Carlos Cepeda commented on the assignment [REDACTED] Hubert R. Humphrey Following back...	[REDACTED]	Feb 27
Carlos Cepeda	HOA	Board vote - TownSq [REDACTED] Hubert - 2F749FE0 Carlos Cepeda, CMCA, AMS Community Manager Goodwin & Compa...	[REDACTED]	Feb 27
TownSq 2	Inbox	[Presidential Glen] New comment on architectural review project. - UTC 2024 Carlos has commented on Garage/Fro...	[REDACTED]	Feb 21
Carlos .. Jennifer 14	Inbox	HOA FW: [REDACTED] James Manor Street - Cc: Carlos Cepeda ; Ashley Fisher ; treasurer@presidentialglentx.com ; Priscill...	[REDACTED]	Feb 21
Carlos Cepeda	HOA	FW: Extended Payment Plan Request - Moreno [REDACTED] Hubert R. Humphrey - Presidential Glen - [firm-002630-000...	[REDACTED]	Feb 20
TownSq	Inbox	[Presidential Glen] - /2024 Carlos Cepeda commented on the assignment [REDACTED] Hubert R. Humphrey Thank you, Jen...	[REDACTED]	Feb 20
Carlos .. Priscilla 8	Inbox	HOA APGM - Board meeting - Carlos, One more thing, In executive session I would want a quick update on the stat...	[REDACTED]	Feb 16
Carlos .. Jennifer 5	Inbox	HOA APGM - February Meeting Packet (Open Session) - FC3370D0 Carlos Cepeda, CMCA, AMS Community Mana...	[REDACTED]	Feb 15
TownSq 7	Inbox	[Presidential Glen] New comment on architectural review project. - UTC 2024 Carlos has commented on Solar batteri...	[REDACTED]	Feb 15
TownSq	Inbox	[Presidential Glen] - /2024 Carlos Cepeda commented on the assignment Payment Plan request Have advised legal t...	[REDACTED]	Feb 15

TownSq 7	Inbox	[Presidential Glen] New comment on architectural review project. - UTC 2024 Carlos has commented on Solar batteri...	Feb 15
TownSq	Inbox	[Presidential Glen] - /2024 Carlos Cepeda commented on the assignment Payment Plan request Have advised legal t...	Feb 15
TownSq 6	Inbox	[Presidential Glen] - /2024 Carlos Cepeda commented on the assignment Payment Plan request Correct, attorney ad...	Feb 13
TownSq	Inbox	[Presidential Glen] New comment on architectural review project. - UTC 2024 Carlos has commented on Garage/Fro...	Feb 13
TownSq 2	Inbox	[Presidential Glen] - /2024 Carlos Cepeda commented on the assignment Payment Plan request Board members, leg...	Feb 9
Carlos .. Norman 11	Inbox	HOA APMG - Board Meeting Schedule attempt 2 - From: Carlos Cepeda Sent: Friday, February 2, 2024 10:54:57 AM ...	Feb 4
Carlos Cepeda	HOA	APGM - Board meeting - Zoom details to come. If there are items that Board would like to discuss below, please advis...	Feb 2
TownSq 13	Inbox	[Presidential Glen] New comment on architectural review project. - UTC 2024 Carlos has commented on Overall Lan...	Feb 1

**Presidential Glen Master Community
Board of Directors Meeting
February 16, 2024**

PRESIDENTIAL GLEN OWNERS ASSOCIATION, INC.

PLEASE TAKE NOTICE, the Board of Directors for Presidential Glen Master Community, Inc. will hold a meeting on Friday, February 16, 2024, beginning at 1 pm, via teleconference. Teleconference information is included below.

AGENDA

1. Call to Order, Establishment of Quorum
2. Approval of Meeting Minutes
3. Manager's Report:
 - a. Financial Report
4. Unfinished Business
 - a. Pool Furniture 2024 – Discussion
 - b. Flag Pole(s)
 - c. Annual Meeting
5. New Business
 - a. Playground Inspection Report
 - b. Review/Discuss – Pool Monitors 2024
 - c. Review/Discuss – Pond Erosion
 - d. Discuss – Community Wide Mulch
 - e. Tayshas – Standing Water Concern
 - f. FenceCrete – Discussion
 - g. Community Wide Garage Sale – Discussion
 - h. Commercial Vehicles/Trailers on Public Roads – Discussion
6. Executive Session:
 - a. Accounts Receivable Review
 - b. Hearing Request
7. Ratification of decisions from Executive Session
8. Adjournment

ZOOM Details:

<https://us06web.zoom.us/j/88039279263?pwd=VH51qC4JbsmP7YNzWZauxKy1x7vOya.1>

Meeting ID: 880 3927 9263
Passcode: 876437

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

TIER 4

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

Regional Meetings

Group Name	Date	Description
State Rep. Sheryl Cole, CTRMA, TXDOT, County Commissioner Jeff Travillion	02/01/2024	



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

Notice of Potential Quorum

Thursday, February 01, 2024 at 12:00 PM

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

Manor Lions Club, 429 W. Parson St., Manor, Texas

***** LOCATION CHANGE *****

This will give notice that a quorum of the Manor City Council might be attending a round table discussion of the proposed TxDOT - US 290 improvements in surrounding cities on Thursday, February 1, 2024, at Manor Lions Club, 429 W. Parson St., Manor, Texas.

This meeting will be hosted by the Office of Texas Representative Sheryl Cole. This is not a regularly scheduled meeting of the Manor City Council, but this notice is being posted in compliance with the Texas Open Meetings Act in the event any City business is discussed. The City Council can take no action during this meeting.

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

Manor City Council

Monthly Report

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

Start Date: 02/01/2024 End Date: 02/29/2024

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
State of the City	02/07/2024	
CC meeting	02/07/2024	
CC meeting	02/21/2024	

Other Meetings

Type of Meeting	Date	Description
Chamber Lunch	02/08/2024	
Holiday Inn tour	02/21/2024	
MHS black history celebration	02/23/2024	

Other

Type	Date	Description
CC workshop	02/06/2024	
CC workshop	02/12/2024	
PFC meeting	02/21/2024	
Freedom Audits	02/23/2024	
Webinar		

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

Manor City Council

Monthly Report

Name: Aaron Moreno Place/Position Council member Place 5

Start Date: 02/01/24 End Date: 02/29/24

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Council work shop	02/06/24	Attended the city council workshop
State of the City Address	02/07/24	Attended the State of the City Address
Regular City Council Meeting	02/07/24	Regular council meeting after the State of the City.

Other Meetings

Type of Meeting	Date	Description
Manor Chamber of Commerce	02/08/24	Attended the Manor Chamber of Commerce meeting. Mayor Harvey was the guest speaker and highlighted some points from the State of the City Address.

Other

Type	Date	Description

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

Manor City Council Monthly Report

Name: Deja Hill Place/Position Place 6

Start Date: 2/1/2024 End Date: 2/29/24

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

TIER 1

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

City Council Meetings/Special Called Sessions/Workshops

Type of Meeting	Date	Description
Regular Meeting	7 th , 21 st	Regular council meetings,
Council Workshop	6 th	Budget Committee & Council Comp & Brand Logo, Ribbon Cuttings
Council Workshop	12 th	Manor Downtown Strategic Plan Meeting
Regular Meeting	21 st	Public Facility Corporation Meeting

Other Meetings

Type of Meeting	Date	Description

Other

Type	Date	Description

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

TIER 2

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

Committee Meetings (minimum of 2 and Chair of 1)

Committee Name	Chair (Yes or No)	Meeting Date	*Quarterly Report Date	Description
Capital Improvement Committee	Yes	12 th	n/a	Update on projects completed and planned projects
Capital Improvement Committee	Yes	28 th	n/a	Update on projects completed, WWTP, planned projects and funding sources

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

Other

Type	Date	Description

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

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Purchase Contract with Manor Plaza, LLC for a waterline easement and temporary construction easement for Parcel No. 6.

BACKGROUND/SUMMARY:

In 2021, the City of Manor approved funding through certificates of obligation proceeds to expand the city's water and sewer infrastructure systems. These projects are needed to provide adequate services in the high growth areas of the city. The US290 & FM973 waterline project was identified by city staff and George Butler & Associates engineering consultant as a priority infrastructure project that needed to be included in the 2021 Certificate of Obligation bond issuance.

Since August 2022, the GBA's land acquisition team has assisted the city in acquiring a number of temporary and permanent utility easements for both future water and sewer projects. The owner of the Manor Plaza parcel accepted the city's offer to acquire a 20' permanent water utility easement and 25' temporary construction easement along his property on the south side of the US290 frontage east of FM973. We have been successful in acquiring the required utility easement from the landowners and built a good rapport communicating with them in a timely manner. This has allowed the GBA team to prepare plans for the proposed waterline extension to be extended eastbound south of US290 for several economic development projects that are set to be operation here in 2024. The registered appraiser completed their fieldwork and comparable analysis and provided the City of Manor with a monetary compensation analysis for the easements for parcel 6.

LEGAL REVIEW: Yes (Paige Saenz, City Attorney)
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Purchase Contract – Parcel 6

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the purchase contract with Manor Plaza LLC for a waterline easement and temporary construction easement in an amount not to exceed \$48,597.

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

CITY OF MANOR PURCHASE AGREEMENT
Manor FM 973 & US 290 Water Line Project; Parcel 6

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Manor Plaza, LLC, a Texas limited liability company** (hereinafter collectively referred to as "Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises contained herein, agree to grant, sell, and convey certain real property to the **City of Manor, Texas, a Texas home-rule municipality, situated in Travis County, Texas**, (hereinafter the "City"), or its assigns, and the City agrees to purchase, the following described certain real property for the consideration and subject to the terms herein stated, as follows:

Water Line Easement Parcel: All that certain tract, piece or parcel of land consisting of 4,603 square feet, more or less, being situated in Travis County, Texas, and as more particularly described in Exhibit "A," attached hereto and made part hereof for all purposes.

Temporary Construction Easement Parcel: All that certain tract, piece or parcel of land consisting of 4,627 square feet, more or less, being situated in Travis County, Texas, and as more particularly described and depicted on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

Total Price. FORTY-EIGHT THOUSAND FIVE HUNDRED NINETY-SEVEN AND NO/100'S DOLLARS (**\$48,597.00**) total shall be paid by the City for a permanent and temporary easement to the Water Line Easement Parcel and Temporary Construction Easement Parcel and for which no lien or encumbrances, expressed or implied, including current taxes, will be retained. The TOTAL PRICE shall be inclusive of all land and any improvements situated thereon.

Closing. Owner and the City will finalize this purchase by Closing on or before sixty (60) days after full execution of this Agreement (but not before all Other Interests have been satisfied by Owner as described below), which date is hereinafter referred to as the Closing or Closing date. The Closing shall occur at Longhorn Title Company, Inc., 3613 Williams Drive, Suite 204, Georgetown, Texas 78628.

Title, Final Possession. Owner agrees at Closing to convey to the City a water line easement and temporary construction easement to the tract described above for the consideration described. Owner agrees to surrender final possession of the above-described tract to the City at the time of closing.

Other Interests. Notwithstanding anything herein contained to the contrary, it is a condition precedent to Owner's obligations under this contract that all lienholders execute and deliver a subordination or lender consent to easement covering the property hereinabove described on or before Closing. Also, it is a condition precedent to Owner's obligations under this contract that the interests of any parties in possession, easement holders, or any other interest holders be

satisfied by Owner such that said interests are released from the property hereinabove described on or before Closing.

Water Line Easement and Temporary Construction Easement. Owner shall deliver to the City at Closing a duly executed and acknowledged Water Line Easement and Temporary Construction Easement in substantially the form and substance as set out in Exhibit "B" attached hereto and incorporated herein. The City agrees to prepare the Water Line Easement and Temporary Construction Easement in substantially the form set out in Exhibit "B" at no expense to Owner and to pay the costs of title insurance and any applicable Closing costs.

Joint access. The City agrees to work with Owner and the owner of the tract adjoining Owner's property to construct an agreed-upon future joint access point for vehicle traffic to gain access to the signal light at the Greenbury Drive/US 290 intersection. The City will participate in funding the joint access entrance to the parking lot of Owner's property.

Tree replacement. Owner and the City agree that Owner may, and Owner agrees to, replace the existing burr oak trees on Owner's whole property of which the Water Line Easement parcel is a part with new trees qualifying as "Type 3" under the City's existing development regulations, at Owner's expense.

Payment. The City agrees to pay to Owner, upon delivery of the properly executed instruments of conveyance described herein, the above-described Total Price.

Entire Agreement. The Purchase Contract supersedes any and all other agreements either oral or written between Owner and the City with respect to the tract described above and any improvements located thereon.

Imminence of Condemnation. Owner and the City agree that the tract described above is being conveyed to the City under the imminence of condemnation, as that term is used in the United States Internal Revenue Code.

Right of Re-Purchase if Public Use is Cancelled. Pursuant to Tex. Prop. Code Sec. 21.023, the City hereby advises Owner, and Owner hereby acknowledges, of the following: should the City acquire Owner's property through eminent domain, (1) Owner or Owner's heirs, successors, or assigns may be entitled to: (A) repurchase the property pursuant to Tex. Prop. Code Secs. 21.101 – 21.103; or (B) request from the City certain information relating to the use of the property and any actual progress made toward that use; and (2) the repurchase price is the price paid to Owner at the time the City acquires the property through eminent domain.

Compliance. Owner agrees to comply with all terms of this Purchase Contract and agrees that the permanent and temporary easement rights to the above-described tract shall vest in the City and be effective from and after Closing.

Formal Approval. Owner and the City agree that this contract is subject to approval by the City Council of the City of Manor.

Effective Date. This Purchase Contract shall be effective upon the last date indicated below.

OWNER:

Manor Plaza, LLC
a Texas limited liability company

By: _____


Jason Straseske, Manager

3-18-24
Date

BUYER:

CITY OF MANOR, TEXAS
A Texas home-rule municipality

By: _____

Dr. Christopher Harvey, Mayor
City of Manor, Texas

Date

Parcel No. 6
Project: Manor FM 973 & US 290 Water Line Project
TCAD Tax ID: 703984

FIELD NOTES FOR A 4,603 SQUARE FOOT WATERLINE EASEMENT:

A **4,603 Square Foot Waterline Easement**, being a portion of Lot 2, Manor Storage, a plat of record in Document No. 200400240, of the Official Public Records of Travis County, Texas. Said 4,603 Square Foot Waterline Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said Lot 2 and Lot 3, Block "A", The Residences At Grassdale, a plat of record thereof recorded in Document No. 202000015, of the Official Public Records of Travis County, Texas, from which a found 5/8" iron rod with an orange cap, in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for the northerly most common corner of said Lot 3, and said Lot 2, bears N 08° 06' 02" E, with said common line, a distance of 13.49 feet;

THENCE: S 08° 06' 02" W, with said common line, a distance of **15.23 feet**, to a point for corner;

THENCE: Over and across said Lot 2, the following three (3) courses:

1. S 88° 11' 14" W, a distance of **90.67 feet**, to a point for corner;
2. S 87° 12' 34" W, a distance of **206.98 feet**, to a point for corner;
3. S 89° 12' 55" W, a distance of **10.04 feet**, to a point in the common line of said Lot 2 and Lot 1, of said Manor Storage, for corner;

THENCE: N 13° 57' 19" E, with the common line of said Lot 2 and said Lot 1, a distance of **15.51 feet**, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in said south Right of Way line, for the northerly most common corner of said Lot 2 and said Lot 1, bears N 13° 57' 19" E, with said common line, a distance of 11.98 feet;

THENCE: Over and across said Lot 2, the following three (3) courses:

1. N 89° 12' 55" E, a distance of **5.83 feet**, to a point for corner;
2. N 87° 12' 34" E, a distance of **206.84 feet**, to a point for corner;
3. N 88° 11' 14" E, a distance of **93.42 feet**, to the **POINT OF BEGINNING** and containing **4,603 Square Feet** of land, situated in Travis County, Texas.

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.



Handwritten signature: S.F. Ammons



© George Butler Associates, Inc.
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

08/28/2023

Exhibit "A"

WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER

1 of 4

FIELD NOTES FOR A 4,627 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT:

A **4,627 Square Foot Temporary Construction Easement**, being a portion of Lot 2, Manor Storage, a plat of record in Document No. 200400240, of the Official Public Records of Travis County, Texas. Said 4,627 Square Foot Temporary Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the common line between said Lot 2 and Lot 3, Block "A", The Residences At Grassdale, a plat of record thereof recorded in Document No. 202000015, of the Official Public Records of Travis County, Texas, from which a found 5/8" iron rod with an orange cap, in the south line of U.S. Highway No. 290, a variable width Right of Way as depicted on State Department of Highways and Public Transportation, Plan of Proposed Right of Way Project, Account Number 8014-1-78, for the northerly most common corner of said Lot 3, and said Lot 2, bears N 08° 06' 02" E, with said common line, a distance of 28.72 feet;

THENCE: S 08° 06' 02" W, with said common line, a distance of **15.23 feet**, to a point for corner;

THENCE: Over and across said Lot 2, the following three (3) courses:

1. S 88° 11' 14" W, a distance of **87.92 feet**, to a point for corner;
2. S 87° 12' 34" W, a distance of **207.11 feet**, to a point for corner;
3. S 89° 12' 55" W, a distance of **14.25 feet**, to a point in the common line of said Lot 2 and Lot 1, of said Manor Storage, for corner;

THENCE: N 13° 57' 19" E, with the common line of said Lot 2 and said Lot 1, a distance of **15.51 feet**, to a point for corner, from which a found 1/2" iron rod with a yellow cap, in said south Right of Way line, for the northerly most common corner of said Lot 2 and said Lot 1, bears N 13° 57' 19" E, with said common line, a distance of 27.49 feet;

THENCE: Over and across said Lot 2, the following three (3) courses:

1. N 89° 12' 55" E, a distance of **10.04 feet**, to a point for corner;
2. N 87° 12' 34" E, a distance of **206.98 feet**, to a point for corner;
3. N 88° 11' 14" E, a distance of **90.67 feet**, to the **POINT OF BEGINNING** and containing **4,627 Square Feet** of land, situated in Travis County, Texas.

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.



h.f. h



©George Butler Associates, Inc.
2023

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TBPELS FIRM #10194808

PROJECT NUMBER
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DATE
08/28/2023

Exhibit "A"
WATERLINE EASEMENT
MANOR, TRAVIS CO., TX

SHEET NUMBER

2 of 4

GBA
architects
engineers
2301 Double Creek Drive
Building 1, Suite 110
Round Rock, Texas 78664
512.616.0055
www.gbateam.com

PROJECT NUMBER
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DATE
08/28/2023

Exhibit "A"
WATERLINE EASEMENT
MANOR, TRAVIS CO., TEXAS

SHEET NUMBER

3 of 4

Denotes T.C.E.
4,627 Square Feet

2,484 Square Feet of Proposed Waterline Easement
Lies Within Existing 20' Waterline Easement

Denotes W.E.
4,603 Square Feet

948 Square Feet of Proposed Waterline Easement
Lies Within Existing 15' Waterline Easement

4,055 Square Feet of Proposed
Waterline Easement Lies Within
Existing Building Setback Line

1. BEARINGS BASED ON TEXAS STATE PLANE COORDINATES,
CENTRAL ZONE, 4203, NAD83-US SURVEY FEET.

NOTES:

CUBE HHF LIMITED
PARTNERSHIP, DOCUMENT
NO. 2013218634, O.P.R.T.C.T.

LOT 1,
MANOR STORAGE
DOCUMENT
NO. 200400240
O.P.R.T.C.T.

MANOR PLAZA, LLC
DOCUMENT NO. 2017097241
O.P.R.T.C.T.

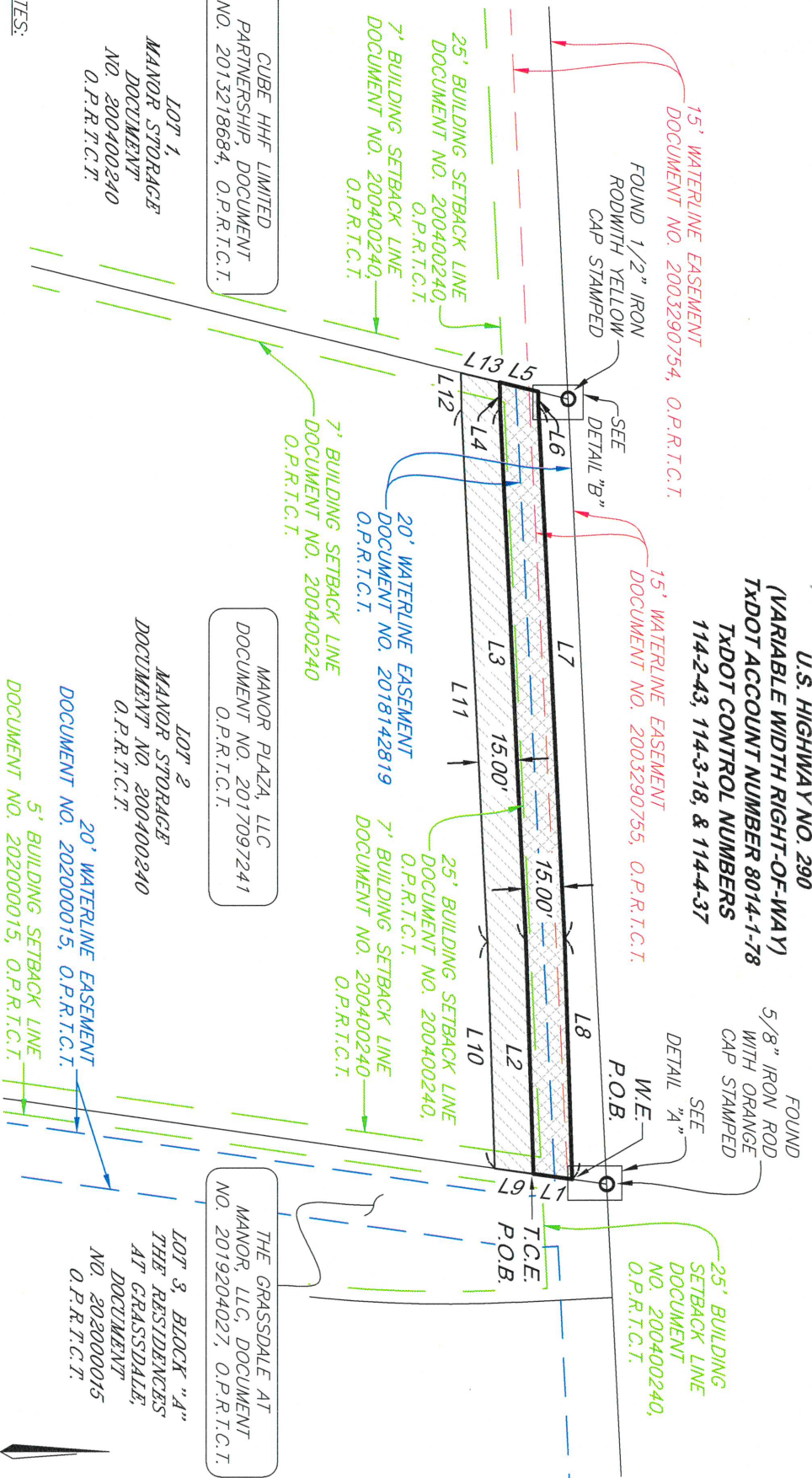
LOT 2
MANOR STORAGE
DOCUMENT NO. 200400240
O.P.R.T.C.T.

20' WATERLINE EASEMENT
DOCUMENT NO. 202000015, O.P.R.T.C.T.
5' BUILDING SETBACK LINE
DOCUMENT NO. 202000015, O.P.R.T.C.T.

THE GRASSDALE AT
MANOR, LLC, DOCUMENT
NO. 2019204027, O.P.R.T.C.T.

LOT 3, BLOCK "A"
THE RESIDENCES
AT GRASSDALE,
DOCUMENT
NO. 202000015
O.P.R.T.C.T.

Scale : 1"=60'



GBA
architects
engineers
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© George Butler Associates, Inc. 2023 TBP&LS FIRM #10194808

PROJECT NUMBER
15110.01
DATE
08/28/2023

Exhibit "A"
WATERLINE EASEMENT
MANOR, TRAVIS CO., TEXAS

SHEET NUMBER

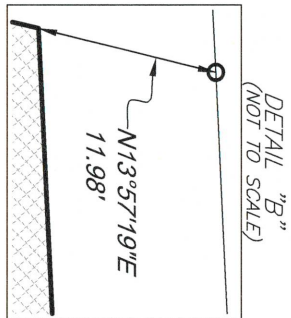
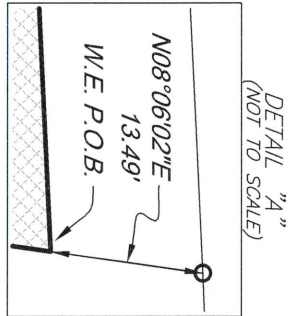
4 of 4

SCOTT F. AMMONS 08/28/2023
REGISTERED PUBLIC LAND SURVEYOR NO. 6550
STATE OF TEXAS



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.

Handwritten signature of Scott F. Ammons



LEGEND

○	PROPERTY CORNER FOUND AS NOTED
P.O.B.	POINT OF BEGINNING
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.E.	WATERLINE EASEMENT
—	EXISTING 15' WATERLINE EASEMENT
—	EXISTING 20' WATERLINE EASEMENT
—	EXISTING BUILDING SETBACK LINE

Line Table		
Line #	Bearing	Distance
L1	S8° 06' 02"W	15.23
L2	S88° 11' 14"W	90.67
L3	S87° 12' 34"W	206.98
L4	S89° 12' 55"W	10.04
L5	N13° 57' 19"E	15.51
L6	N89° 12' 55"E	5.83
L7	N87° 12' 34"E	206.84
L8	N88° 11' 14"E	93.42
L9	S8° 06' 02"W	15.23
L10	S88° 11' 14"W	87.92
L11	S87° 12' 34"W	207.11
L12	S89° 12' 55"W	14.25
L13	N13° 57' 19"E	15.51

EXHIBIT "B"

**WATERLINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

That, **Manor Plaza, LLC, a Texas limited liability company, ("Grantor")**, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to **Grantor** in hand paid by **City of Manor, Texas**, a Texas home-rule municipality situated in Travis Counties, Texas ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto **Grantee**, a permanent easement for purposes of construction, reconstruction, operation, maintenance, repair, upgrade, and/or removal of a water pipeline, facilities, valves, connections therewith, and all necessary appurtenances thereto (the "**Project**"), upon and across all or any portion of the following described property:

A tract of land consisting of 4,603 square feet, more or less, being more particularly described by metes and bounds in the attached Exhibit "A" hereby incorporated by reference and made a part hereof for all purposes, with said 4,603 square feet parcel being referred to hereafter as the **Permanent Easement**.

In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Construction Easement** over that certain 15' wide strip of land abutting the **Permanent Easement** to the south, being approximately 4,627 square feet in size, more or less, and being more specifically described by metes and bounds in the attached Exhibit "A, Page 2 of 4," (hereby incorporated by reference and made a part hereof for all purposes) for any and all purposes incident to effectuating the **Project**, including but not limited to access, construction staging, equipment storage, and temporary spoil storage. The duration of said **Temporary Construction Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** within the **Permanent Easement** or after twelve (12) months from commencement of work on the **Project** within the **Permanent Easement** and **Temporary Construction Easement**, whichever date first occurs. **Grantee** shall have the right to utilize any and all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the **Permanent Easement** and **Temporary Construction Easement** shall belong to the **Grantee** and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of installation, construction, operation, maintenance, monitoring, replacement, upgrading, repairing, or removing in whole or in part, a water pipeline and appurtenances thereto.

Grantee shall have the right to unimpaired ingress and egress, entry and access in, to, through, on, over, under, and across the **Permanent Easement** and **Temporary Workspace Easement**. **Grantee** shall promptly repair any damage to any of **Grantor's** existing roads or surface caused by **Grantee** so as to maintain the roads or surface in as good as or better condition as existed prior to use by **Grantee**.

Grantor may use the **Permanent Easement** for any and all purposes not inconsistent with the purposes set forth in this Agreement. Specifically, **Grantor** retains the right to place, construct, operate, repair, replace and maintain roadways, driveways, landscaping, fencing, parking, and signage on, in, under, over and across the **Permanent Easement**, so long as such use does not unreasonably interfere with or prevent **Grantee's** use of the **Permanent Easement**. **Grantor** may not, however, use the **Permanent Easement** or **Temporary Workspace Easement** for construction of buildings or other permanent improvements other than those uses specifically identified herein. **Grantor** may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with **Grantee's** use of the Easements for the purposes for which the Easements are being sought by **Grantee**.

Grantor shall retain all the oil, gas, and other minerals in, on and under the **Permanent Easement** and **Temporary Workspace Easement**.

Grantee shall have the right to remove any fence which now crosses or may cross the Easements during initial construction of the **Project**. **Grantee** shall replace all such fencing or gates with gates or fencing of the same or better quality, type, and dimension as existed prior to **Grantee's** work.

Grantee agrees that upon completion of construction of the project, **Grantee** shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the **Permanent Easement** and **Temporary Workspace Easement** as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the easements were found immediately before construction began; however, **Grantor** shall not be obligated to replace vegetation other than groundcover.

Grantee shall be obligated to restore the surface of the **Permanent Easement** and the **Temporary Workspace Easement** area at **Grantee's** sole cost and expense, including the restoration of any fencing, sidewalks, landscaping, or similar surface improvements located upon or adjacent to the **Permanent Easement** which may have been removed, relocated, altered, damaged, or destroyed as a result of the **Grantee's** use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees.

This Agreement shall be interpreted in accordance with the laws of the state of Texas and all applicable federal laws (without regard to any conflicts-of-law rule or principle that would require the application of same to the laws of another jurisdiction).

This Agreement contains the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of the Agreement.

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** heirs, executors, administrators, successors and assigns forever; and **Grantor** does hereby bind **Grantor**, their heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto **Grantee** and **Grantee's** heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said public water utility lines, and for making connections therewith.

GRANTOR:

Manor Plaza, LLC
a Texas limited liability company

By: _____
Jason Straseske, Manager

Date

ACCEPTED:

GRANTEE: City of Manor, Texas:

By: Dr. Christopher Harvey, Mayor

***** NOTARY ACKNOWLEDGEMENTS *****

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 Jason Straseske, Manager of Manor Plaza, LLC, a Texas limited liability company, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

 Notary Public-State of Texas

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____ 2024, personally appeared Dr. Christopher Harvey, Mayor of City of Manor, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

 Notary Public-State of Texas

Parcel No. 6

Project: Manor FM 973 & US 290 Water Line Project

TCAD Tax ID: 703984

AFTER RECORDING RETURN TO:

City of Manor

105 E. Eggleston

Manor, Texas 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance disannexing a 5.45-acre tract, located within Travis County, Texas; making findings of fact; disannexing certain property; providing a repealing clause; providing a severability clause; providing an open meetings clause and establishing an effective date.

BACKGROUND/SUMMARY:

This property was annexed by Ordinance 335 on February 6, 2008, and given interim zoning of R-1 (now SF-1 Single Family Suburban). The property, located at 12906 Johnson Road, was purchased in June 2023 by the applicant, Patsy Graham. She applied to construct a barndominium-type house in September 2023 and was provided plan review comments in October 2023 that stated, among other comments, that the structure did not meet the city's adopted building codes or architectural standards. A meeting was held with the applicant on November 1, 2023, to discuss the review comments and she was informed that an architect would be needed to revise her building plans to meet the city's adopted codes. In the alternative, she has filed this request to be removed from the city limits so she can construct the home without having to meet the city's adopted codes. On February 7, 2024, it was discovered that she had started construction on the home without permits, and a stop work order was placed on the property.

Under current state statute, if the property is disannexed from the city limits, the city cannot re-annex the property without the property owner's consent. Disannexation would create inconsistencies in our city limits by leaving a "hole" in our city limits where the property would be in our ETJ but surrounded by properties in the city limits. This can make the provision of municipal services less efficient.

Furthermore, the city has an established variance process through the Board of Adjustment to hear cases of hardship related to building codes and zoning standards the applicant can apply through should the property remain within the city limits. The Board of Adjustment is the traditional municipal authority to hear such cases, and Board of Adjustment cases are appealed to a district court should the outcome not be favorable to the applicant.

LEGAL REVIEW: Yes, Veronica Rivera, Assistant City Attorney
FISCAL IMPACT: Yes, loss of tax revenue
PRESENTATION: No
ATTACHMENTS: Yes

- Draft Ordinance
- Request Letter
- Property Aerials
- Survey

- Legal Description
- Ordinance 335
- Review Comments
- Stop Work Order
- Construction image

STAFF RECOMMENDATION:

The City Staff recommends that the City Council consider the first of an ordinance disannexing a 5.45 acre tract, located within Travis County, Texas.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None

X

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, DISANNEXING A 5.45 ACRE TRACT, LOCATED WITHIN TRAVIS COUNTY, TEXAS; MAKING FINDINGS OF FACT; DISANNEXING CERTAIN PROPERTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas (the “City”), is a home rule municipality authorized by the Texas Local Government Code, Section 43.142 to disannex an area lying within the City in accordance with the City’s Charter; and

WHEREAS, the City desires that certain property be disannexed from the corporate territorial limits of the City; and

WHEREAS, the City’s Charter, Article I, Section 1.07 provides that the City may disannex an area after a public hearing; and

WHEREAS, a separate public hearing was conducted prior to consideration of this Ordinance in accordance with the City’s Charter; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City and the subject property proposed to be disannexed not more than twenty (20) nor less than ten (10) days prior to the public hearings; and

WHEREAS, the City Council has determined that the disannexation of the subject property is in the interest of both the City and citizens of the City of Manor, Texas;

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

Section 1. Findings. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Disannexation. That the following described subject property is hereby disannexed from the corporate limits of the City of Manor; and discontinued as a part of the City of Manor so that the same will no longer be a part of the City of Manor for any purpose whatsoever, said subject property being more particularly described in Exhibit “A” attached hereto and incorporated herein as if fully set forth.

Section 3. Relinquishment of Rights. The City of Manor hereby relinquishes any and all right, jurisdiction or control over the above-described subject property.

Section 4. Service Plan. That the Service Plan previously adopted for the subject property is no longer in effect as to the subject property only.

Section 5. Official Map and Boundaries. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to remove the subject property from the city limits of Manor, Texas.

Section 6. Intent. It is not the intent of the City Council, by the approval and adoption of this Ordinance that the City disannex any other property other than the subject property described in Exhibit "A".

Section 7. Severability. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Repeal. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent with or in conflict with the terms and provisions contained herein are hereby repealed only to the extent of such conflict and only related to the subject property otherwise remaining in full force and effect.

Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 10. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code, and it is accordingly so ordained.

PASSED AND APPROVED on this _____ day of March 2024.

ATTEST:

THE CITY OF MANOR, TEXAS

Lluvia T. Almaraz, City Secretary

Dr. Christopher Harvey, Mayor

EXHIBIT “A”
Subject Property Description
5.45 Acres

EXHIBIT A-1

"EXHIBIT A"

FIELD NOTES DESCRIBING 5.45 ACRES OF LAND A PART OF THE GREENBURY GATES SURVEY NO. 63 ABSTRACT NO. 315 AND THE LEMUEL KIMBRO LEAGUE NO. 64, TRAVIS COUNTY, TEXAS, AND BEING KNOWN AS TRACT 5 THE LONG VIEW, AN UNRECORDED SUBDIVISION TRAVIS COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN DOCUMENT NO. 1999013625, OFFICIAL RECORDS TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a ½ inch iron rod found in the north line of Johnson Road being the common south corner of the herein described tract and the Riojas, Jr. Tract of record in Volume 13133, Page 216, Real Property Records Travis County, Texas, for the west corner hereof,

THENCE with the common lines of the herein described tract and the Riojas, Jr. Tract, North 30°01'44" East, 649.02 feet to a ½ inch rebar found for the north corner hereof,

THENCE with the north line of the herein described tract and the south line of the Mahanay Tract of record in Volume 13381, Page 576, South 60°29'10" West, 407.79 feet to a ½ inch rebar found for the east corner hereof,

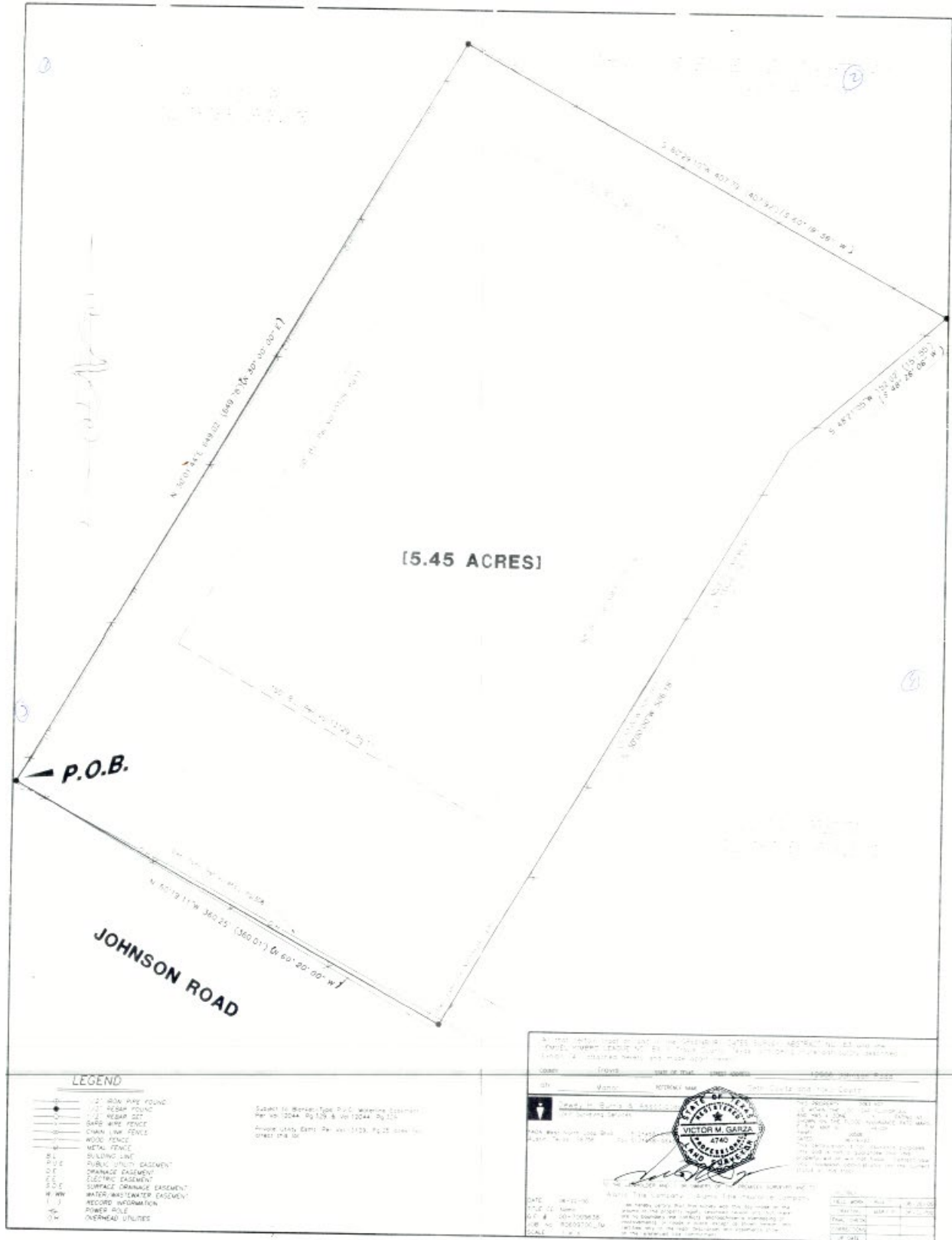
THENCE with the west line of said Mahanay Tract and the east line of the herein described tract the following two courses

- 1 South 48°21'05" West, 152.02 feet to an angle point,
- 2 South 30°00'00" West, 506.18 feet to a ½ inch rebar found in the north line of said Johnson Road for the south corner hereof,

THENCE with the north line of said Johnson Road, North 60°19'11" West, 360.25 feet to the PLACE OF BEGINNING

R0609700
6/20/00





City of Manor Zoning Department
City Hall Development Services Dept.
105 East Eggleston Street
Manor, Texas 78653

Patsy M. Graham
13410 Mussel Run
Elgin, TX 78621

February 4, 2024

RE: De-Annexation Request

To Whom it May Concern:

I purchased 5.45 acres of pasture land at 12906 Johnson Road, Manor, TX 78653 in June, 2023. My intention was to build a barndominium (a combined barn and house), as I have 3 horses.

When, I purchased the land, both the Realtor and owners were under the impression it was zoned Manor ETJ, as was the entire subdivision when it was created in 1996. I later found out, this property was rezoned to Manor Full Purpose, which means it is subject to the City of Manor Building Code.

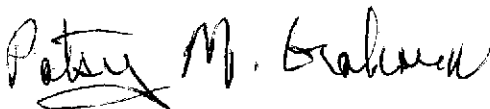
As I intend keep it a rural property and not subdivide it into an urban subdivision, this puts an unfair burden on me to comply with the City of Manor's building codes, even though none of my neighbors had to do this.

I also get no benefits from the City of Manor, which does not provide me with water or sewer services, and I have had to pay for a water meter from Aqua Water and get a septic system approved by Travis County. The City of Manor does not maintain or repair Johnson Road, and there are no fire hydrants near me.

I receive no City of Manor services, so I wish to have this property de-annexed

Thank you,

Sincerely yours,

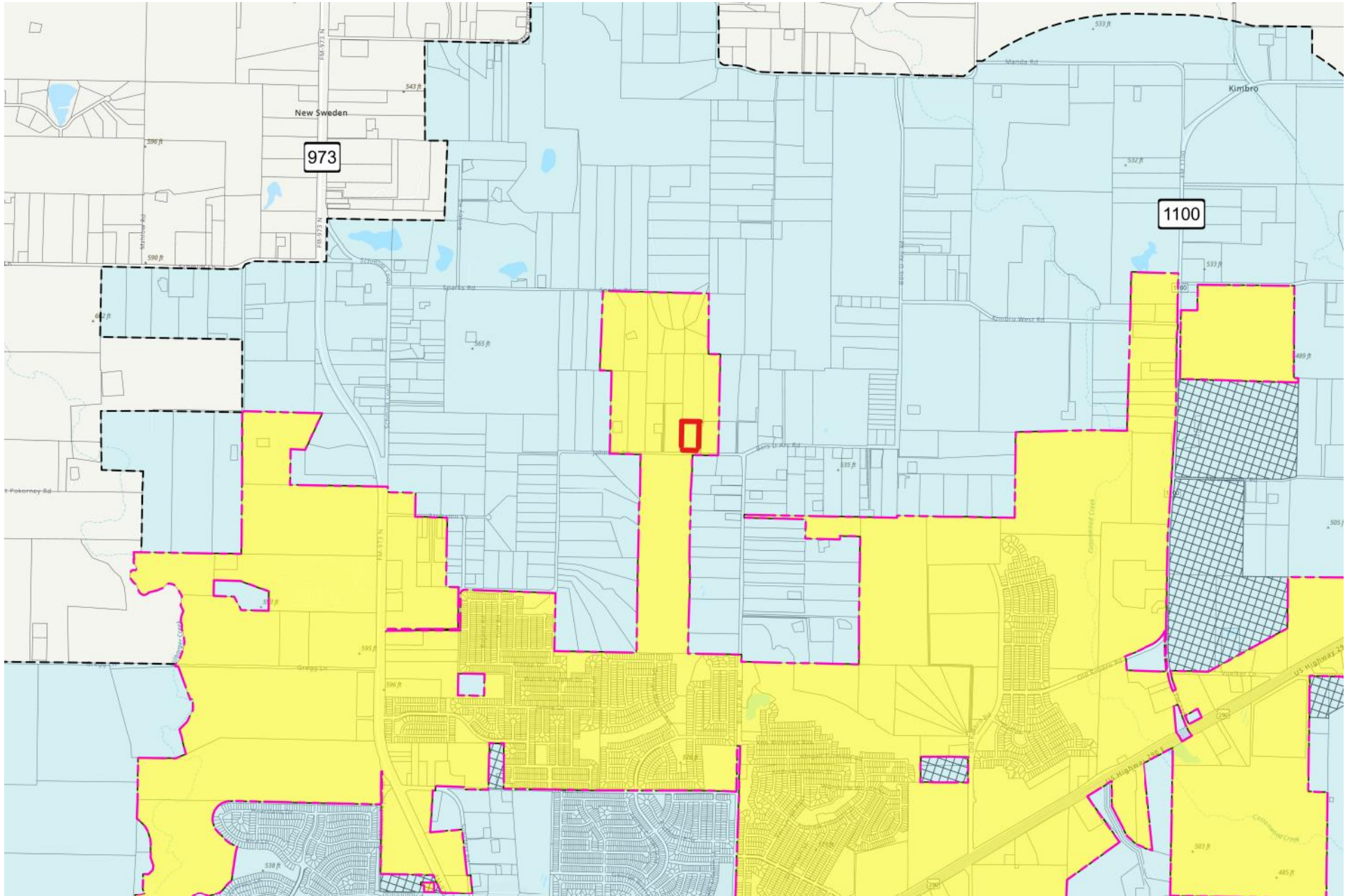


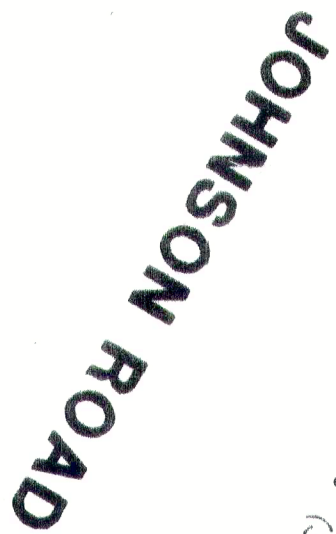
Patsy M. Graham











1/2" IRON PIPE FOUND	
1/2" REBAR FOUND	●
1/2" REBAR SET	○
BARB WIRE FENCE	×
CHAIN LINK FENCE	—○—
WOOD FENCE	—/—
METAL FENCE	—M—
BUILDING LINE	B.L.
PUBLIC UTILITY EASEMENT	P.U.E.
DRAINAGE EASEMENT	D.E.
ELECTRIC EASEMENT	E.E.
SURFACE DRAINAGE EASEMENT	S.D.E.
WATER/WASTEWATER EASEMENT	W./WW
RECORD INFORMATION	()
POWER POLE	○
OVERHEAD UTILITIES	OH

Subject to Blanket-Type P.V.C. Waterline Easement
Per Vol.12044, Pg.329 & Vol.12044, Pg.329.
Private Utility Esmt. Per Vol.13129, Pg.25 does not
affect this lot.

All that certain tract of land in the GREENBURY GATES SURVEY, ABSTRACT NO. 63, and the
 LEWEL KIMPRO-LEAGUE NO. 64 in Travis County, Texas, and being more particularly described in
 Exhibit "A," attached hereto and made a part hereof.

COUNTY: TRAVIS STATE OF TEXAS STREET ADDRESS: 12906 JOHNSON FLOOD
 CITY: _____ MONITOR REFERENCE NAME: Seth Covitz and Yoko Covitz

Dewey H. Burns & Associates
 Land Surveying Services
 1404 West North Loop Blvd.
 Austin, Texas 78756
 512-453-7838
 Fax 512-453-9843

TITLE: CO ALMO
 FILE # 00-7005638
 JOB NO. R0609700-1M
 SCALE: 1" = X'

TO THE UNDERGRADER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO
 Alamo Title Company / Alamo Title Insurance Company
 I do hereby certify that this survey was this day made on the
 ground of the property shown on the map and that there
 are no boundary line conflicts, encroachments, easements,
 improvements, or roads in place, except as shown hereon, and
 certifies only to the legal description and statements shown
 on the referenced title commitment.

Jm:TBK
 FIELD WORK: Rick T. 06-20-00
 DRAFTING: MARY P. 06-21-00
 FINAL CHECK: _____
 CORRECTIONS: _____
 UP DATE: _____

THIS PROPERTY DOES NOT
 LIE WITHIN THE 100 YEAR FLOODPLAIN.
 DATE: _____ TIME: _____ RAINFALL AS
 SHOWN ON THE FLOOD INSURANCE RATE MAPS
 FIRM MAP NO. 59102B
 PANEL: 0000E
 DATE: 06-16-93
 This certification is for insurance purposes
 only and is not a guarantee that this
 property will or will not flood. Contact your
 local floodplain administrator for the current
 status of this tract.

EXHIBIT A-1

Item 8.

"EXHIBIT A"

FIELD NOTES DESCRIBING 5.45 ACRES OF LAND A PART OF THE GREENBURY GATES SURVEY NO. 63 ABSTRACT NO. 315 AND THE LEMUEL KIMBRO LEAGUE NO. 64, TRAVIS COUNTY, TEXAS, AND BEING KNOWN AS TRACT 5 THE LONG VIEW, AN UNRECORDED SUBDIVISION TRAVIS COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND DESCRIBED IN DOCUMENT NO. 1999013625, OFFICIAL RECORDS TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a 1/2 inch iron rod found in the north line of Johnson Road being the common south corner of the herein described tract and the Riojas, Jr. Tract of record in Volume 13133, Page 216, Real Property Records Travis County, Texas, for the west corner hereof,

THENCE with the common lines of the herein described tract and the Riojas, Jr. Tract, North 30°01'44" East, 649.02 feet to a 1/2 inch rebar found for the north corner hereof,

THENCE with the north line of the herein described tract and the south line of the Mahanay Tract of record in Volume 13381, Page 576, South 60°29'10" West, 407.79 feet to a 1/2 inch rebar found for the east corner hereof,

THENCE with the west line of said Mahanay Tract and the east line of the herein described tract the following two courses

- 1 South 48°21'05" West, 152.02 feet to an angle point,
- 2 South 30°00'00" West, 506.18 feet to a 1/2 inch rebar found in the north line of said Johnson Road for the south corner hereof,

THENCE with the north line of said Johnson Road, North 60°19'11" West, 360.25 feet to the PLACE OF BEGINNING

R0609700
6/20/00



ORDINANCE NO. 335

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 1001' STRIP OF LAND, BEING 100.046 ACRES, MORE OR LESS, AND A 166.71 ACRE TRACT, MORE OR LESS, THAT ARE ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Manor, Texas ("the City") is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the properties are adjacent to the present city limits and contiguous with the city limits;

WHEREAS, the City Council heard arguments with respect to such annexations and has decided to grant the request;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.063 of the *Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the properties to be annexed according to the Service Plan attached hereto as Exhibit "D".

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

SECTION 1. All of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. That the following described properties (hereinafter referred to as the "Annexed Properties") are hereby annexed into the corporate limits of the City of Manor, including the abutting streets, roadways, and rights-of-way, save and except for Sparks Road:

- (a) All that certain tract or parcel of land containing being 100.046 acres, more or less, being a 1001' wide strip of land, located in Travis County, Texas, being more particularly described and shown in Exhibits "A" and "B"

attached hereto and incorporated herein for all purposes.

- (b) All that certain tract or parcel of land being 166.71 acres, more or less, located in Travis County, Texas, being more particularly shown in Exhibit "C" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "D".

SECTION 4. That the future owners and inhabitants of the Annexed Properties shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "D", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

SECTION 6. That the Annexed Property shall be temporarily zoned District "R-1" as provided in the City Zoning Ordinance, until permanent zoning is established therefor.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. Pursuant to section 43.055(a)(4) of the Tex. Local Gov't. Code, a 13.583 acre, more or less, tract comprising a portion of the 166.71 acres, more or less, mentioned above in Section 2, part (b) shall not be including in determining the total area annexed in a calendar year. The property owner has requested the tract to be annexed into the City.

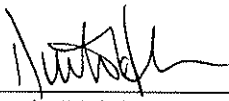
SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this the 30th day of January, 2008.

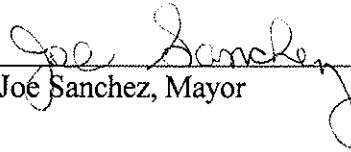
FINALLY PASSED AND APPROVED on this the 6TH day of FEBRUARY, 2008.

ATTEST:



Dustin Haisler, Acting City Secretary

THE CITY OF MANOR, TEXAS



Joe Sanchez, Mayor



STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
 FOR ANNEXATION OF SPARSELY OCCUPIED PROPERTY**

WHEREAS, the undersigned is the owner of certain property located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Manor, Texas, (hereinafter sometimes referred to as "City") in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, the subject property described as follows, including the abutting streets, roadways, and rights-of-way:

All that certain tract or parcel of land being 13.583 acres, more or less, located in Travis County, Texas, as recorded by deed in Document No. TR2002145481 of the Official Records of Travis County, Texas, and being more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Request that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater, and general governmental services.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan, attached as Exhibit "B", is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understand and agree that all city

services to the subject property will be provided by the City on the same terms and conditions as provided to other areas of the City and as provided in the Service Plan.

SECTION FIVE: Agree that a copy of this Petition and Request may be filed of record in the offices of the City of Manor and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 4th day of Feb. 2008, with the City Secretary of the City of Manor, Travis County, Texas.

Petitioner(s):

By: Joel Riemer
 Name: Joel Riemer
 Title: Owner

By: Dian Riemer
 Name: Dian Riemer
 Title: Owner

STATE OF TEXAS §
 COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joel Riemer, Owner of subject property and Petitioner 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of January 2008.

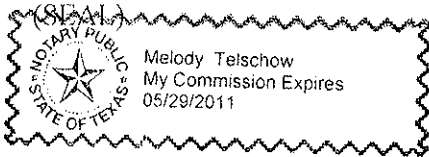


Melody Telschow
 Notary Public-State of Texas

STATE OF TEXAS §
 §
 COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dian Riemer,
 Owner of subject property and Petitioner 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of January 2008.



Melody Tetschow
 Notary Public-State of Texas

Exhibit "A"

Property description of 13.583 acre tract

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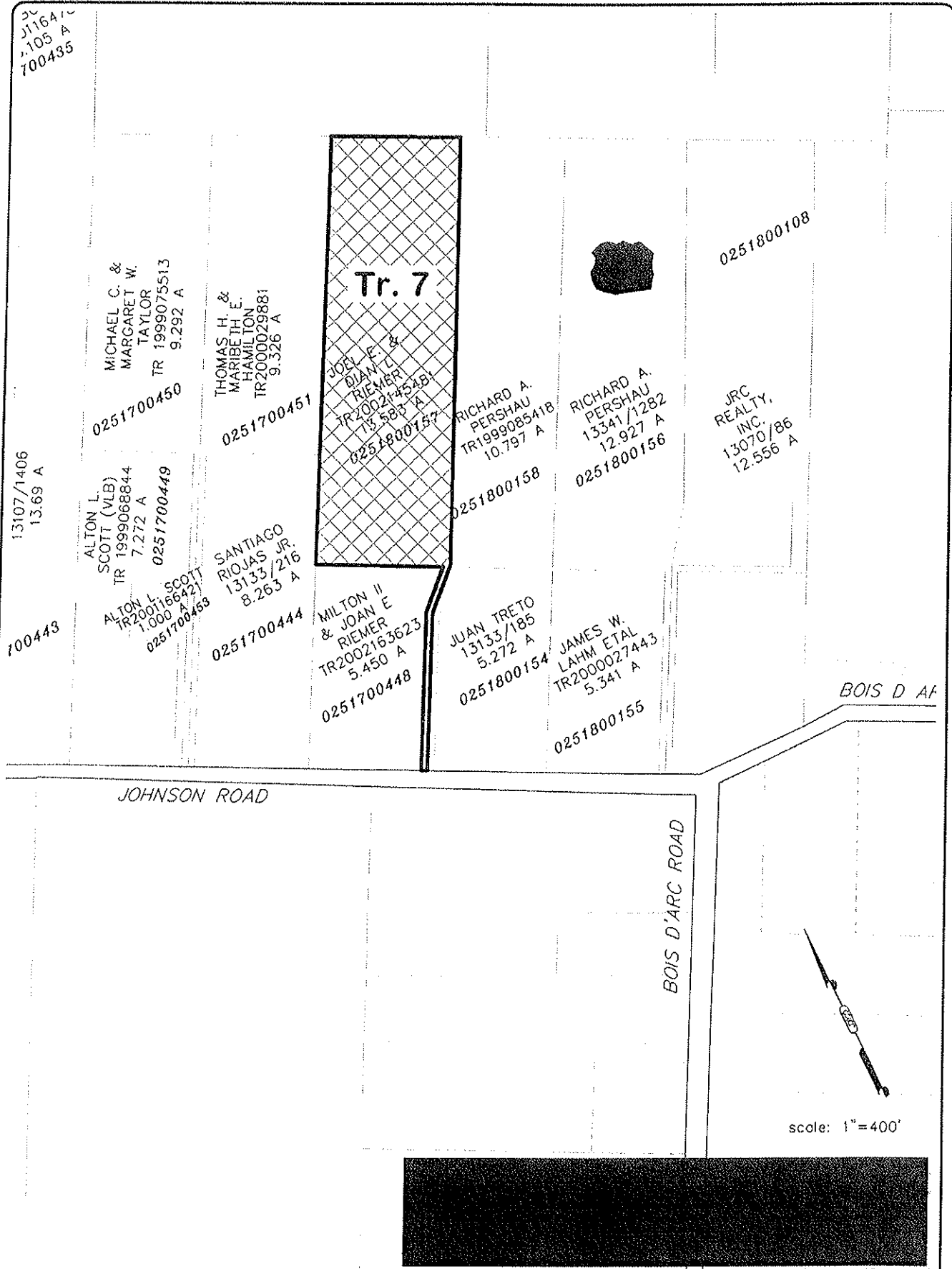


Exhibit "B"

NEGOTIATED MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the owners of the subject property and the City have negotiated the terms of municipal services to be provided to the property;

WHEREAS, the owners of the subject property agree the infrastructure provided for herein and existing infrastructure are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owners of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City.

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

(1) **General Municipal Services.** The subject property is located within the City's extraterritorial jurisdiction and is more particularly described in the Resolution or Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the

limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area. The subject property therein shall be grandfathered and subject to the City's police power regulations as set forth in duly adopted ordinances. Upon annexation of the subject property into the City limits, existing use(s) shall be permitted to continue, to the extent permitted or required by law. If the subject property is proposed for a different use or conveyed, the subject property owner shall be deemed to have abandoned any grandfathered use of the subject property recognized. This shall constitute an agreement pursuant to section 43.035 of the Local Gov't Code allowing for the continued use of the subject property for agricultural purposes, including the raising of livestock. Subject to the current owner retaining ownership, the following uses are recognized: (1) the at large status for canines used for agricultural or ranching purposes shall be permitted continued and (2) the discharging of fireworks and firearms shall be permitted to continue so long as the use does not create a health and safety risk to the public.

The subject property shall be temporarily zoned "R-1" with the intent to rezone the property upon request of the landowner(s) or staff and after adhering to all notice and public hearing requirements established by applicable City and State laws. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the subject property plans and planned development of the subject property or redevelopment of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property (the "CCN holder") and the utility providing wholesale or retail water service to said the CCN holder, or absent a utility holding a CCN, in whose jurisdiction the subject property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the subject property owner shall construct the internal water lines and pay all costs associated with line extension and necessary facilities to service the subject property as required in City ordinances at the time of the request and in conjunction with Chapter 395 of the Local Gov't Code. As the subject property develops and water services are sought from the CCN holder or from the utility that has jurisdiction over the subject property, that the City's ordinances, policies, or agreements between the City and the subject property owner shall govern the extension of water services to the subject property and the City shall have no obligation to service in another CCN, except as provided by agreement between the City and the CCN holder. The continued use of any preexisting water well servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner requests and is able to connect to a water service provider.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) Wastewater services are available to the area proposed for annexation in the same manner, terms and costs, as they are available in other similar locations within the City or, if not readily available, an onsite wastewater system will be required for qualifying sites. The continued use of a preexisting septic system servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner request and is able to connect to wastewater service. The subject property owner shall construct the internal wastewater lines and pay the costs of line extension and facilities as required in City ordinances and in conjunction with Chapter 395 of the Local Gov't Code. Upon acceptance of the wastewater lines within the subject property, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on streets off-site of the subject property that are

finally accepted by the City. The maintenance of the streets and roads will be limited to public roadways as follows:

- (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;
- (B) Routine maintenance as presently performed by the City; and
- (C) The subject property owner(s) will be required to develop any roadways required as a result of property owner's subdivision or other development of the property.

(ii) Following installation of the roadways and acceptance of the improvements by the City, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Ordinance and any exhibits thereto to which this Service Plan is attached.

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF MANOR
 FOR ANNEXATION OF SPARSELY OCCUPIED PROPERTY**

WHEREAS, the undersigned is the owner of certain property located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Manor, Texas, (hereinafter sometimes referred to as “City”) in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Request the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, the subject property described as follows, including the abutting streets, roadways, and rights-of-way:

All that certain tract or parcel of land being 13.69 acres, more or less, located in Travis County, Texas, as conveyed to Gerald and Kristen Schmalzried by deed as recorded in Volume 12819, Page 1105, of the Official Records of Travis County, Texas and being more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Request that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, wastewater, and general governmental services.

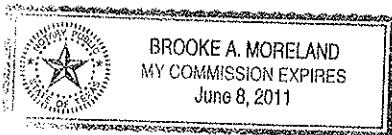
SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan, attached as Exhibit “B”, is wholly adequate and acceptable to the undersigned who hereby request the City Council to proceed with the annexation and preparation of a final Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____,
Owner of subject property and Petitioner 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 therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16 day of February 2008.

(SEAL)



Brooke A. Moreland
Notary Public-State of Texas

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Item 8.

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Tr. 14
GERALD & KRISTEN SCHMALZRIED
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ROBERT E. & KAY H. GOFF
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BRUCE & MARY J. MILLIGAN
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MICHAEL C. &
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ALTON L.
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JOEL E. &
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& JOAN E
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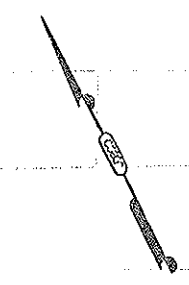
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PERSHAU
13341/1282
12.927 A
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JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

JOHNSON ROAD



scale: 1"=400'


		Jay Engineering Company, Inc. P.O. Box 1229 Leander, Texas 76646-1220 Tel: (512) 259-3482 Fax: (512) 259-6016		TRACT 14	
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.	
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1	

Exhibit "B"

NEGOTIATED MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR

WHEREAS, the City of Manor, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the owners of the subject property and the City have negotiated the terms of municipal services to be provided to the property;

WHEREAS, the owners of the subject property agree the infrastructure provided for herein and existing infrastructure are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City;

WHEREAS, the owners of the subject property agree they will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by the City, which are good and valuable consideration for this service plan; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City.

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

(1) **General Municipal Services.** The subject property is located within the City's extraterritorial jurisdiction and is more particularly described in the Resolution or Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the

A. Water service and maintenance of water facilities as follows:

- (i) Inspection of water distribution lines as provided by statutes of the State of Texas.
- (ii) In accordance with the rules and regulations for water service extension, water service will be provided by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property (the "CCN holder") and the utility providing wholesale or retail water service to said CCN holder, or absent a utility holding a CCN, in whose jurisdiction the subject property is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's system, the subject property owner shall construct the internal water lines and pay all costs associated with line extension and necessary facilities to service the subject property as required in City ordinances at the time of the request and in conjunction with Chapter 395 of the Local Gov't Code. As the subject property develops and water services are sought from the CCN holder or from the utility that has jurisdiction over the subject property, that the City's ordinances, policies, or agreements between the City and the subject property owner shall govern the extension of water services to the subject property and the City shall have no obligation to service in another CCN, except as provided by agreement between the City and the CCN holder. The continued use of any preexisting water well servicing the subject property shall be permitted and such continued use shall be permitted until the subject property owner requests and is able to connect to a water service provider.

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Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area. The subject property therein shall be grandfathered and subject to the City's police power regulations as set forth in duly adopted ordinances. Upon annexation of the subject property into the City limits, existing use(s) shall be permitted to continue, to the extent permitted or required by law. If the subject property is proposed for a different use or conveyed, the subject property owner shall be deemed to have abandoned any grandfathered use of the subject property recognized. This shall constitute an agreement pursuant to section 43.035 of the Local Gov.'t Code allowing for the continued use of the subject property for agricultural purposes, including the raising of livestock. Subject to the current owner retaining ownership, the following uses are recognized: (1) the at large status for canines used for agricultural or ranching purposes shall be permitted continued and (2) the discharging of fireworks and firearms shall be permitted to continue so long as the use does not create a health and safety risk to the public.

The subject property shall be temporarily zoned "R-1" with the intent to rezone the property upon request of the landowner(s) or staff and after adhering to all notice and public hearing requirements established by applicable City and State laws. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the subject property plans and planned development of the subject property or redevelopment of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

finally accepted by the City. The maintenance of the streets and roads will be limited to public roadways as follows:

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(C) The subject property owner(s) will be required to develop any roadways required as a result of property owner's subdivision or other development of the property.

(ii) Following installation of the roadways and acceptance of the improvements by the City, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain the public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

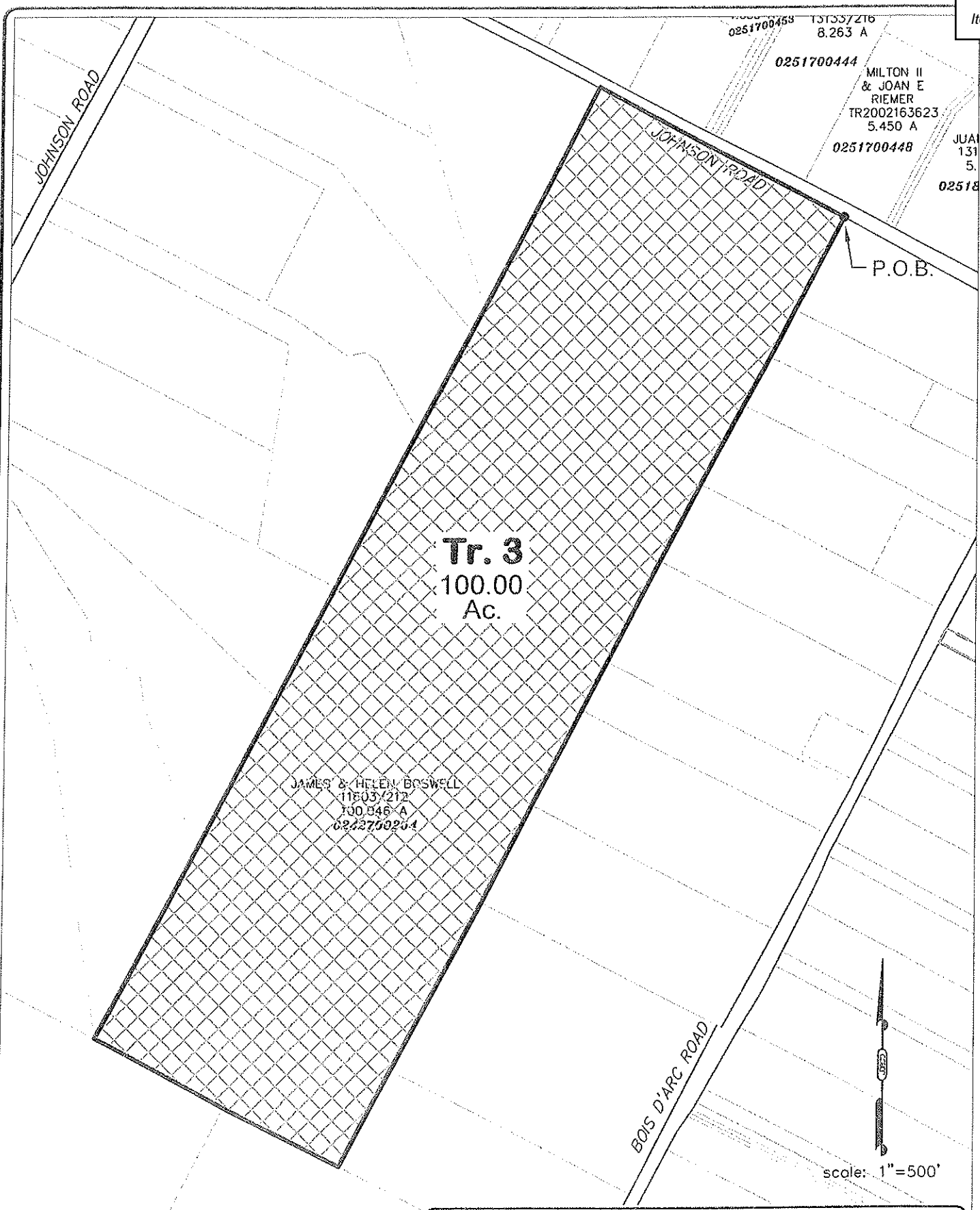
(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and


(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

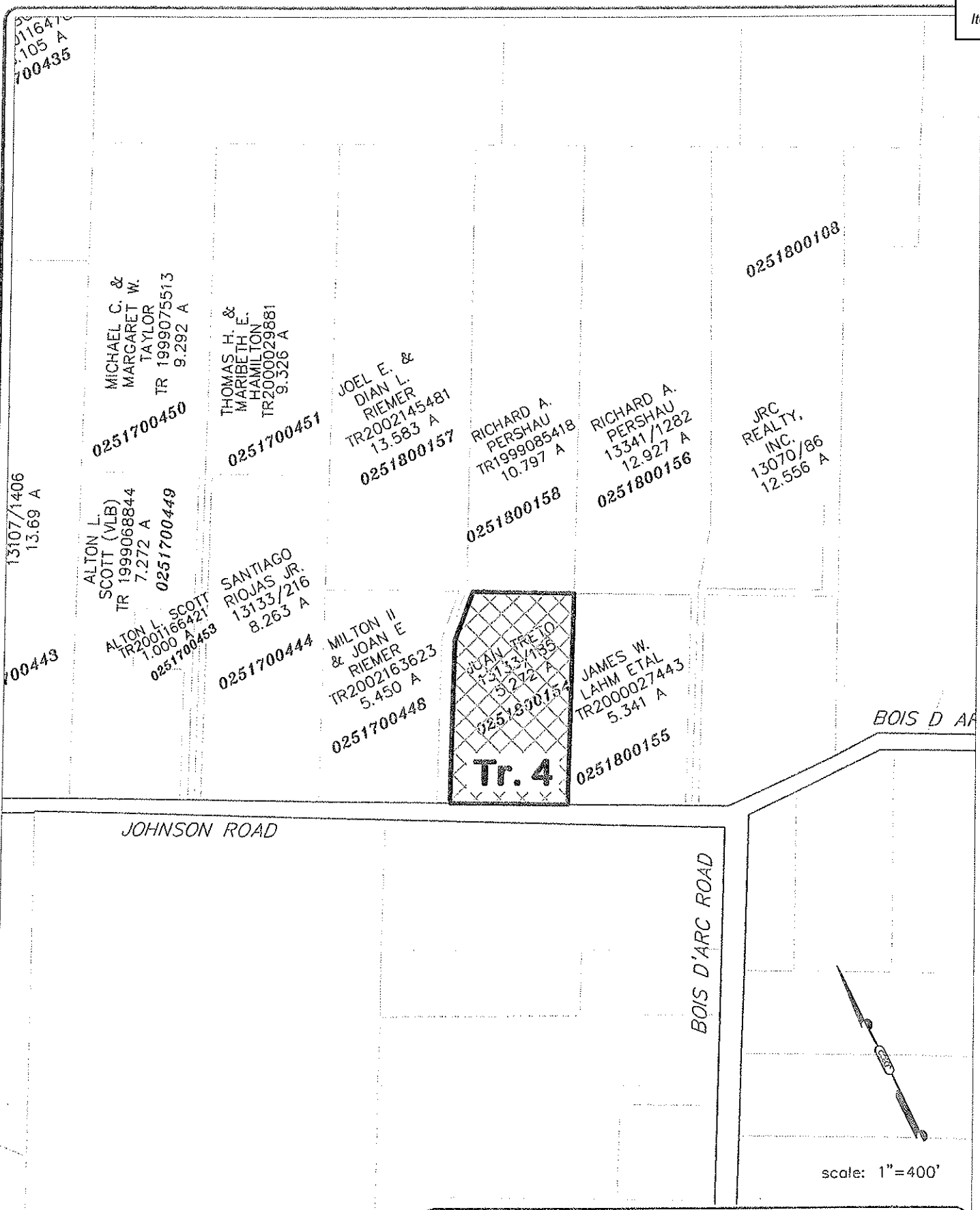
(5) **Property Description.** The legal description of the subject property is as set forth in the Ordinance and any exhibits thereto to which this Service Plan is attached.




		Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 255-3532 Fax: (512) 255-4016		
TRACT 3				
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1

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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 255-3532 Fax: (512) 255-6016		TRACT 4	
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SCOTT (VLB)
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RIOJAS JR.
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& JOAN E.
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JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

JOHNSON ROAD

BOIS D'ARC ROAD

BOIS D'ARC

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 259-5555 Fax: (512) 259-5015

TRACT 5

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
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THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

JOEL E. &
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13070/86
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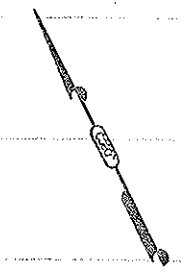
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JOHNSON ROAD

BOIS D'ARC ROAD

BOIS D'ARC



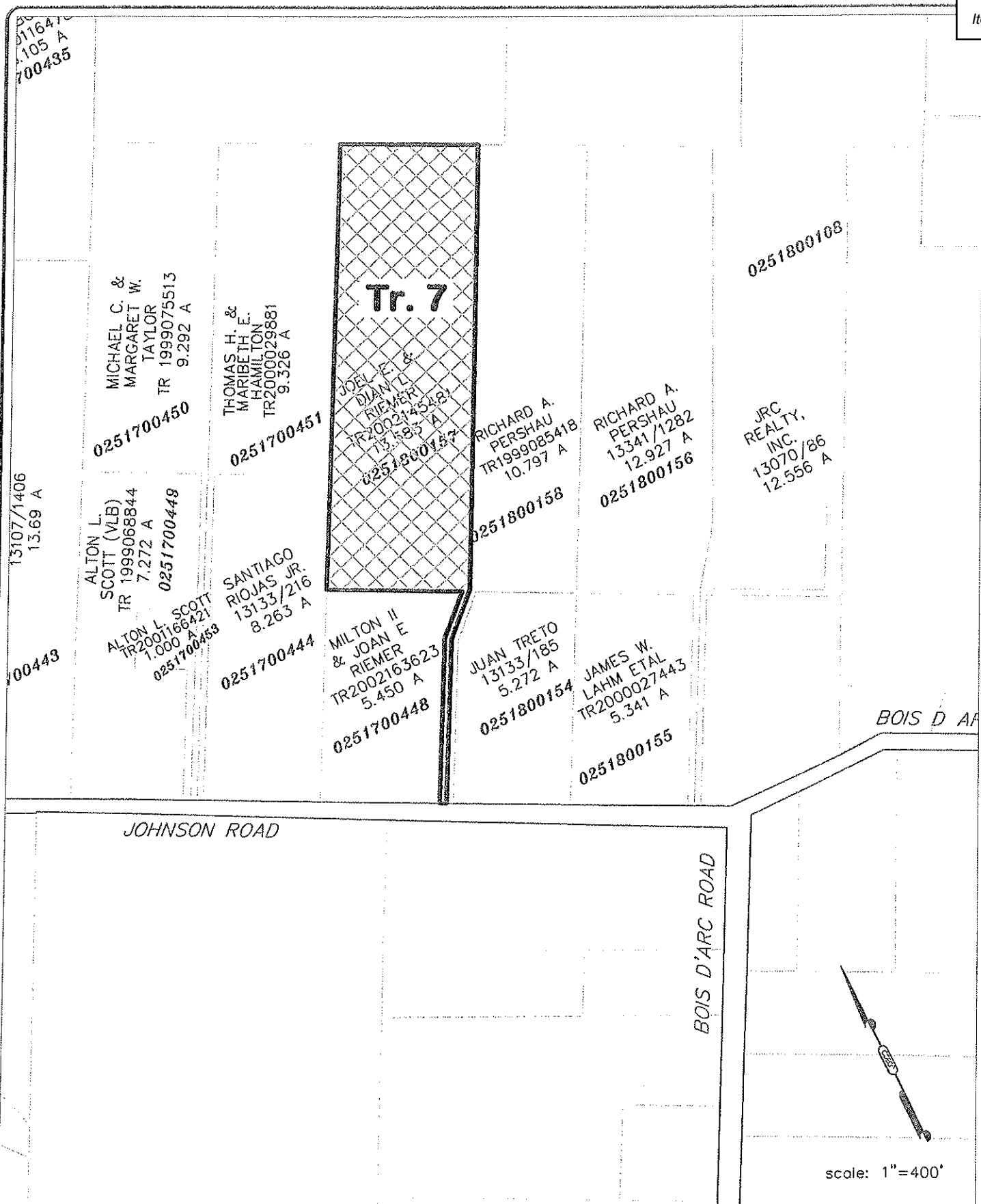
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Jay Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 75545-1220
Tel: (512) 259-3882 Fax: (512) 259-8216

TRACT 6

ENGINEER FRANK T. PHELAN, P.E.	DATE 11 - 27 - 07	DRAWN BY JJD	PROJECT NO. 100-900-10	DRAWING NO. 1 OF 1
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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78548-1220 Tel: (512) 259-9552 Fax: (512) 259-2016		TRACT 7	
ENGINEER	DATE	DRAWN BY	PROJECT NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10
		DRAWING NO.	
		1 OF 1	

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011647
105 A
700435

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

0251700450

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

JRC
REALTY,
INC.
13070/86
12.556 A

0251800108

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

ALTON L. SCOTT
TR2001166421
1.000 A
0251700448

SANTIAGO
RICJAS JR
13133/216
8.253 A
0251700444

Tr. 8

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

BOIS D'ARC

JOHNSON ROAD

BOIS D'ARC ROAD

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 259-3882 Fax: (512) 259-6016

TRACT 8

ENGINEER
FRANK T. PHELAN, P.E.

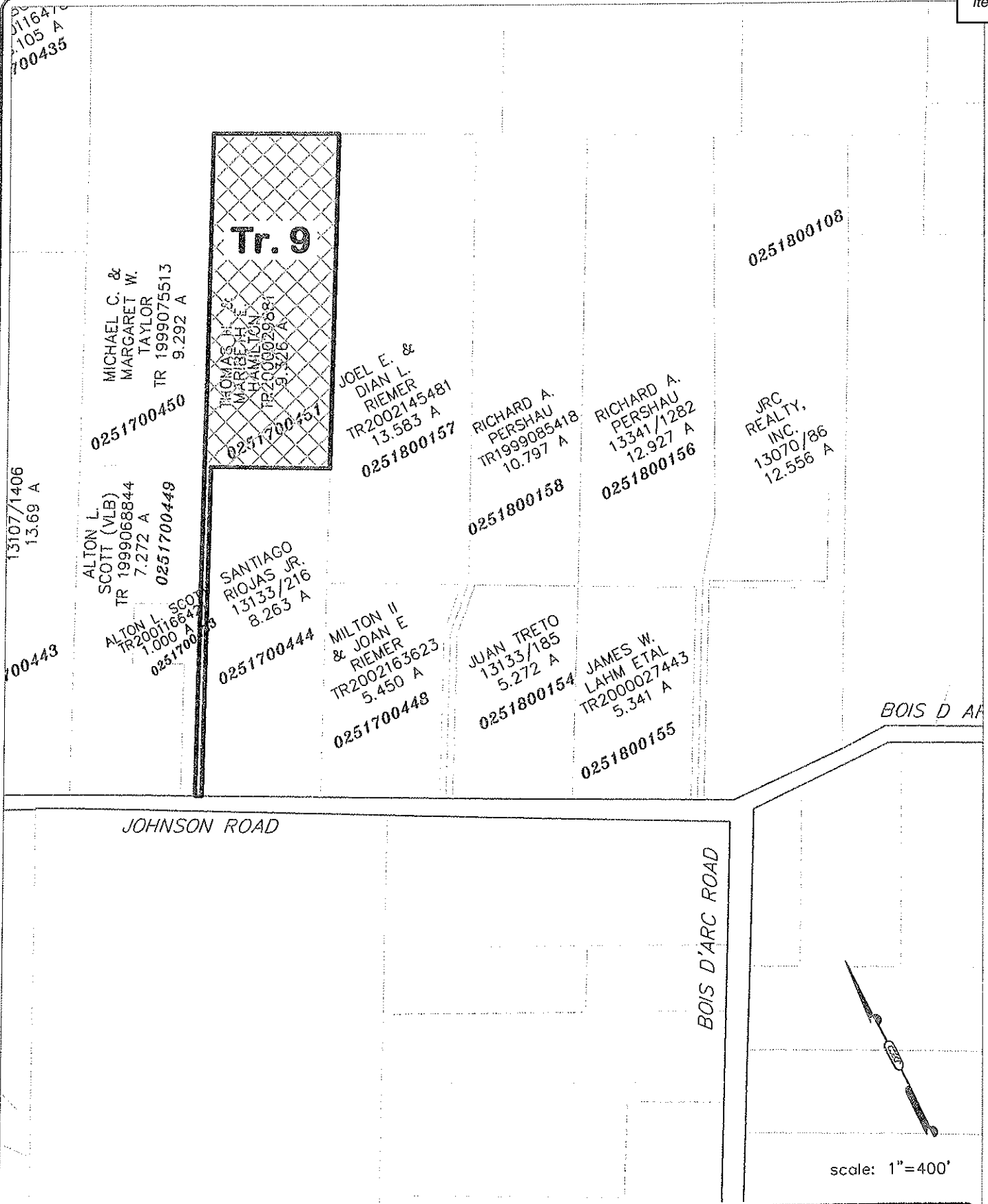
DATE
11 - 27 - 07


DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78646-1220 Tel: (512) 259-3887 Fax: (512) 259-8216		TRACT 9	
ENGINEER	DATE	DRAWN BY	PROJECT NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10
			DRAWING NO.
			1 OF 1

Tr. 10

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1993075513
9.292 A

0251700450

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800156

JRC
REALTY,
INC.
13070/86
12.556 A

0251800108

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

0251700449

ALTON L. SCOTT
TR2001166457
1.000 A

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

MILTON II
& JOAN E.
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD

BOIS D'ARC ROAD

BOIS D'ARC

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel: (512) 259-3612 Fax: (512) 259-8016

TRACT 10

ENGINEER
FRANK T. PHELAN, P.E.

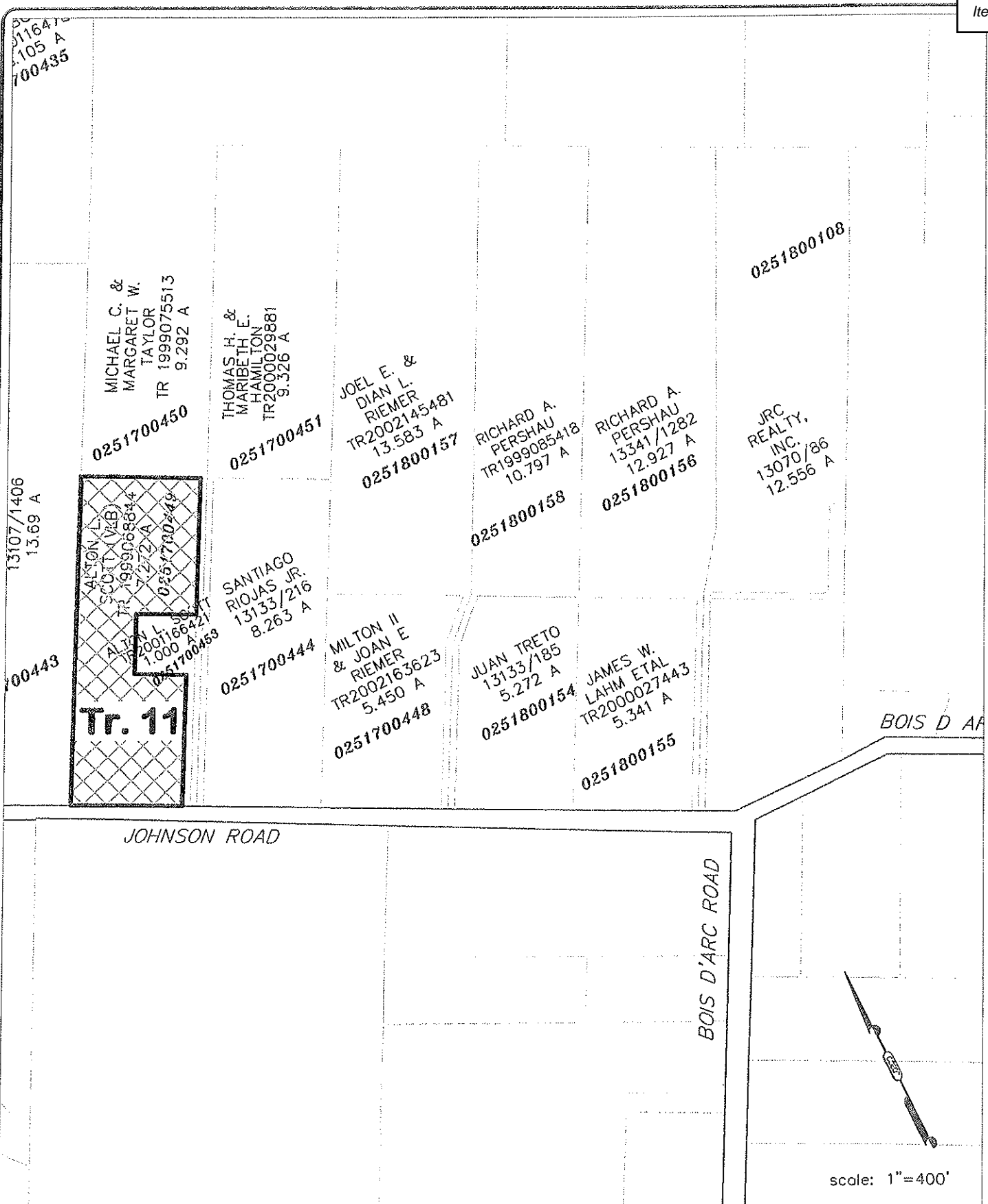
DATE
11 - 27 - 07


DRAWN BY
JJD

PROJECT NO.
100-900-10

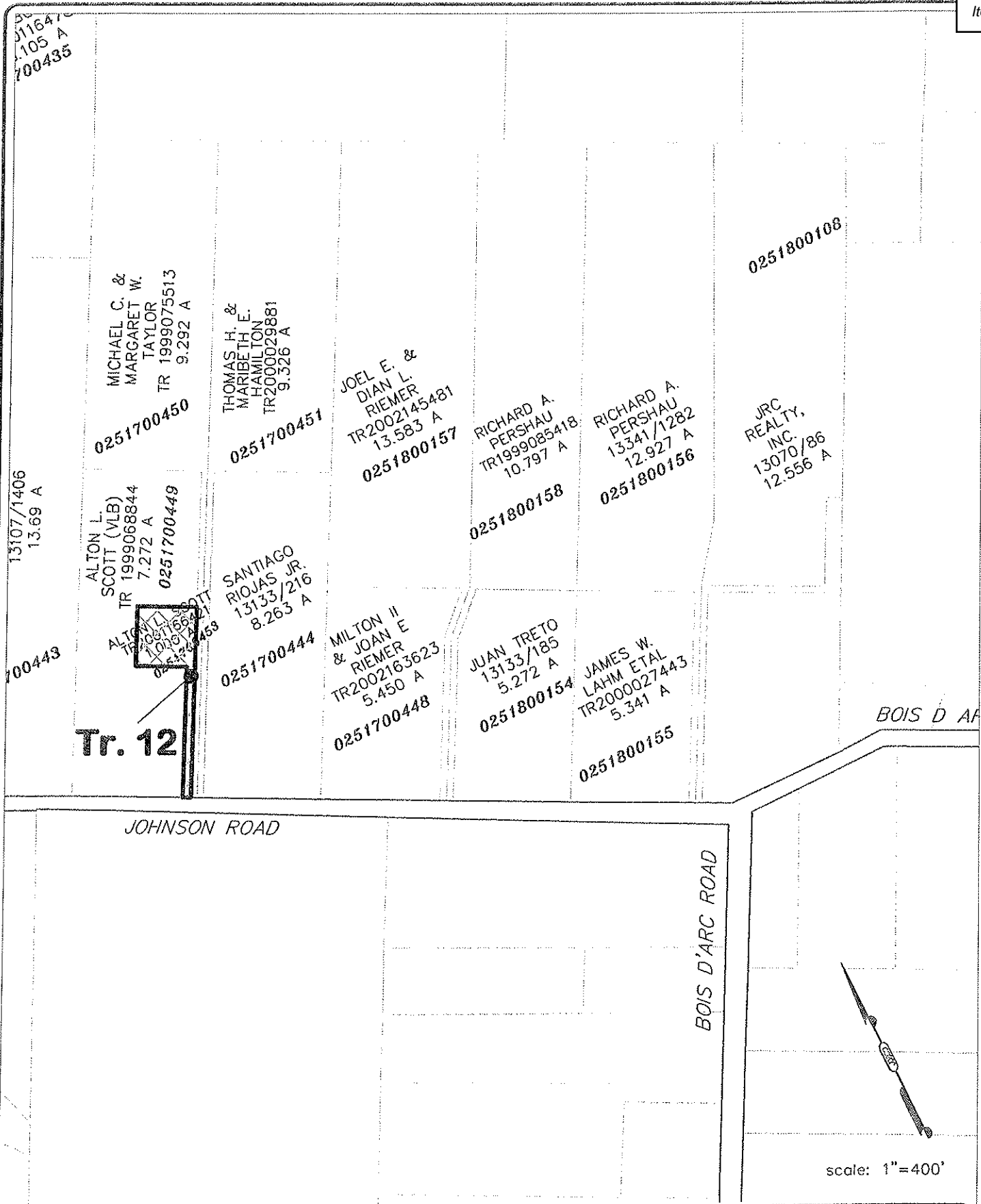
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1 OF 1

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 Jay Engineering Company, Inc. P.O. Box 1220 Leander, Texas 78645-1220 Tel: (512) 259-3882 Fax: (512) 259-6010		TRACT 11		
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
FRANK T. PHELAN, P.E.	11 - 27 - 07	JJD	100-900-10	1 OF 1

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LORRAINE
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

(5.384 A)

Tr. 13

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A
0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A
0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A
0251800159

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY V. MILEGAN
13107/1406
13.69 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A
0251700449

SANTIAGO
RIOJAS JR.
13133/216
8.263 A
0251700444

MILTON II
& JOAN E.
RIEMER
TR2002163623
5.450 A
0251700448

JUAN TRETO
13133/185
5.272 A
0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A
0251800155

ALTON L. SCOTT
TR2001166421
1.000 A
0251700453

0251700443

0251700437

0251700436

JOHNSON ROAD

scale: 1"=400'



Joy Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78546-1220
Tel: (512) 259-3682 Fax: (512) 259-8016

TRACT 13

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

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Item 8.

LORRAINE
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

0251700437

Tr. 14

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.508 A)
TOTAL 13.59 A

0251700435

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

0251700443

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

0251700450

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

0251700449

ALTON L. SCOTT
TR2001166421
1.000 A

0251700453

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A

0251700448

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A

0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1282
12.927 A

0251800159

JUAN TRETO
13133/185
5.272 A

0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD

scale: 1"=400'



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78046-1220
Tel: (512) 259-3682 Fax: (512) 259-5010

TRACT 14

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

SPARKS ROAD

LORRAINE G.
WATKINS
12865/12494
14.175 A
0151700438

Tr. 15
14.44 Ac.

DAVID J. BOLLES JR.
TR2001164781
18.105 A
0251700435

P.O.B.

KENNETH W. SEEKER
TR 1999090457
102.750 A
0251800146

CHARLES A. & ELAINE
GRABOWSKI
TR2000107395
22.36 A
0251800117

scale: 1"=400'

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

GERALD & KRISTEN SCHWALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

(5.384 A)

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

0251700450

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

0251700449

ALTON L. SCOTT
TR2001166421
1.000 A

0251700453

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

0251700451

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

0251700444

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A

0251800157

RICHARD A.
PERSHAU
TR1999085418
10.797 A

0251800158

RICHARD A.
PERSHAU
13341/1287
12.927 A

0251800155

MILTON II
& JOAN E.
RIEMER
TR2002163623
5.450 A

0251700448

JUAN TRETO
13133/185
5.272 A

0251800154

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

0251800155

JOHNSON ROAD



Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 76640-1220
Tel: (512) 259-3862 Fax: (512) 259-8016

TRACT 15

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

SPARKS ROAD

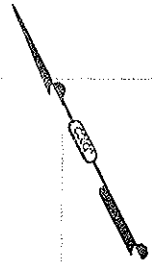
Tr. 16

LORRAINE G.
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR.
TR 2001167181
18.105 A
0251700435

KENNETH W. SEEKER
TR 1999090457
102.750 A
0251800146

CHARLES A. & ELAINE
GRABOWSKI
TR 2000107395
22.36 A
0251800117



scale: 1"=400'

(5.384 A)

ROBERT E. & KAY H. GOFF
TR 2001167092
13.69 A

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

ALTON L. SCOTT
TR 2001166421
1.000 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR 2000029881
9.326 A

JOEL E. &
DIAN L.
RIEMER
TR 2002145481
13.583 A

RICHARD A.
PERSHAU
TR 1999085418
10.797 A

RICHARD A.
PERSHAU
13341/1287
12.927 A

0251700437

0251700436

0251700443

0251700450

0251700451

0251800157

0251800158

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

MILTON II
& JOAN E
RIEMER
TR 2002163623
5.450 A

JUAN TRETO
13133/185
5.272 A

JAMES W.
LAHM ETAL
TR 2000027443
5.341 A

JOHNSON ROAD



Jeco Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 76646-1220
Tel: (512) 259-3887 Fax: (512) 259-4016

TRACT 16

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1

SPARKS ROAD

LORRAINE G.
KAYSER
12863/2198
17.175 A
0151700438

DAVID J. BOLLES JR
TR2001164781
18.105 A
0251700435

KENNETH W. SEEKER
TR 1999030457
102.750 A
0251800146

Tr. 17
36.40 Ac.

CHARLES A. & ELAINE
GRABOWSKI
TR2000107395
22.36 A
0251800117

P.O.B.

scale: 1"=400'

(5.384 A)

ROBERT E. & KAY H. GOFF
TR2001167092
13.69 A

GERALD & KRISTEN SCHMALZRIED
12819/1105 (8.306 A)
TOTAL 13.69 A

BRUCE & MARY J. MILLIGAN
13107/1406
13.69 A

MICHAEL C. &
MARGARET W.
TAYLOR
TR 1999075513
9.292 A

THOMAS H. &
MARIBETH E.
HAMILTON
TR2000029881
9.326 A

ALTON L.
SCOTT (VLB)
TR 1999068844
7.272 A

ALTON L. SCOTT
TR2001166421
1.000 A

SANTIAGO
RIOJAS JR.
13133/216
8.263 A

JOEL E. &
DIAN L.
RIEMER
TR2002145481
13.583 A

RICHARD A.
PERSHAU
TR1999085418
10.797 A

RICHARD A.
PERSHAU
13341/128
12.927 A

0251800158

MILTON II
& JOAN E
RIEMER
TR2002163623
5.450 A

JUAN TRETO
13133/185
5.272 A

JAMES W.
LAHM ETAL
TR2000027443
5.341 A

JOHNSON ROAD



Jay Engineering Company, Inc.
P.O. Box 1220
Lander, Texas 78645-1220
Tel: (512) 259-3822 Fax: (512) 259-8910

TRACT 17

ENGINEER
FRANK T. PHELAN, P.E.

DATE
11 - 27 - 07

DRAWN BY
JJD

PROJECT NO.
100-900-10

DRAWING NO.
1 OF 1



Date: Friday, October 20, 2023

Patsy Graham
Palomino Enterprises, LLC
13410 Mussel Run
ELGIN TX 78621
patsy@paloent.com

Permit Number 2023-10756
Job Address: 12906 Johnson Road, Manor 78653

Dear Patsy Graham,

Staff has completed its review of plans for the 12906 Johnson Road that is to be located at 12906 Johnson Road, Manor 78653. Comments from this review follow.

Building Official Review

The following comments have been provided by Greg Eller. Should you have any questions or require additional information regarding any of these comments, please contact Greg Eller by telephone at (512) 272-5555 or by email at geller@manortx.gov.

Please respond to the following review comments:

- 1) Site plan and survey not legible.
- 2) Plans not legible and incomplete. See item # 19
- 3) Does not meet City architectural requirements. See # 19
- 4) Engineer foundation plans required.
- 5) Engineer design for metal bldg. required.
- 6) Building orientation on site plan required.
- 7) Windshear compliance per IRC provide framing details. See # 19
- 8) Stairs? Provide 2nd story floor plan, floor joists etc.
- 9) Provide framing plans. See # 19
- 10) Provide a ResCheck or similar energy compliance calculation. See # 19
- 11) Bedroom egress. See # 19
- 12) No windows, min 8% SF of habitable rooms. See # 19
- 13) Porch not shown on foundation plan.
- 14) Minimum 2 space fully enclosed garage, attached or detached.
- 15) Travis County Health is responsible for your septic review and permit.
- 16) Application has 3888 SF, foundation is 4600 w/o porches and no garage. Enclose SF is 3456 SF. Will garage be attached or detached? Horse stalls 1152 SF (same classification as covered patio) Entire roof coverage needs to be listed.
- 17) No electric plans or service size.
- 18) Missing water service meter size and waterline to structure size.
- 19) Plans submitted must provide sufficient details to verify code compliance The city cannot design plans. The acquisition of a design professional (architect) is highly recommended.
- 20) Review stopped and incomplete due to lack of documentation for code and ordinance compliance.

Please revise the project plans to address the comments noted above. Following revision, please upload one full set of the revised drawings in PDF format. To access your project online, please go to www.mygovernmentonline.org and use the online portal to upload your drawings in PDF format.

Should you have questions regarding specific comments, please contact the staff member referenced under the section in which the comment occurs. Should you have questions or require additional information regarding the plan review process itself, please feel free to contact me directly. I can be reached by telephone at (512) 272-5555, or by e-mail at geller@manortx.gov.

Thank you,



Greg Eller

STOP WORK ORDER



CITY OF
MANOR
EST.  1872
TEXAS

City of Manor
Development Services
416 Gregg St.
PO Box 387
Manor, TX 78653
P: 512-272-5555
www.cityofmanor.org

Address: 12906 Johnson Road

Date: February 7, 2024

Notice given to: _____

Notice posted at: On site

As authorized by Manor City Ordinance Sec. 3.01.007, you are hereby directed to stop construction work for the following reasons:

Work without required permit.

All work must stop.

Do not proceed until the City of Manor has issued the proper permits.

Violation of a Stop Work order is subject to a fine up to \$2000.00, each day is a new offence.

Apply for a building permit at www.mygovernmentonline.org

Greg Eller
Building Official



Signature

Contact: Permit Department Phone 512-272-5555 #4

Email: permits@permits@manortx.gov

Do not remove this notice until authorized by the City Building Official.

DO NOT PROCEED

WITH THIS JOB UNTIL THE ABOVE HAS BEEN APPROVED FOR CORRECTION BY THE DEPARTMENT OF DEVELOPMENT SERVICES.





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

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

Applicant: Retail Connections

Owner: Retail Connections

BACKGROUND/SUMMARY:

This SUP request is on the property for the multi-tenant portion of the larger Manor Crossing development that is planned to have an HEB, Home Depot, and 11 pad sites. The multi-tenant property will have approximately 150,000 sf of commercial space. This SUP is requesting up to 15,000 sf of that be used for medical offices or medical clinics. Those uses would include dentists, eye doctors, and clinics.

P&Z voted 6-1 to approve but reduced the maximum allowable area to 10,000 sf. The Commission wanted to maximize the amount of retail and restaurant space in the shopping center.

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

- Letter of Intent
- Building layout
- Proposed tenants
- Notice
- Mailing labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X- Reduced to 10,000 sf		



March 8, 2024

City of Manor – Planning & Zoning
105 E Eggleston St,
Manor, TX 78653
ATTN: Scott Dunlop, Michael Burrell

Via email: sdunlop@manortx.gov , mburrell@manortx.gov

RE: Letter of Intent regarding applicant's intent to obtain an SUP in relation to "Medical Office(s)" & "Medical Clinic(s)" at Manor Crossing Shopping Center in Manor, Texas.

To whom it may concern,

This Letter of Intent ("LOI") shall formally represent applicant's intent to obtain a Special Use Permit ("SUP") for the right to operate one or multiple Medical Office(s) and/or Medical Clinic(s) (as defined in Sec. 14.01.008 in the city's ordinance and shown below) up to 15,000 square feet in the zone as shown on Exhibit A labeled as "Shopping Center".

Any and all Medical Office(s) and/or Medical Clinic(s) or replacements thereof, will be of the type and quality typically found in Class A shopping centers in Texas.

Medical Office Definition:

"Office, medical means the use of the site for the consultation, diagnosis, therapeutic, preventative, or corrective personal treatment by doctors, dentists, or similar practitioners of medical and healing arts for humans, medical or dental laboratories. These facilities can be differentiated from a medical clinic in that such facilities primarily operate on an appointment basis, are generally not open to the general walk-in public, and offer specialized services or attention."

Medical Clinic Definition:

"Medical clinic means the use of the site for the provision of medical, psychiatric, or surgical services on an outpatient basis. These facilities can be differentiated from a medical office in that such facilities would be primarily open to and operated for the general, walk-in public, and would not normally require an appointment. This use includes ambulatory surgical centers (ASC); end-stage renal disease facility (dialysis); outpatient services; and freestanding emergency medical care facility."

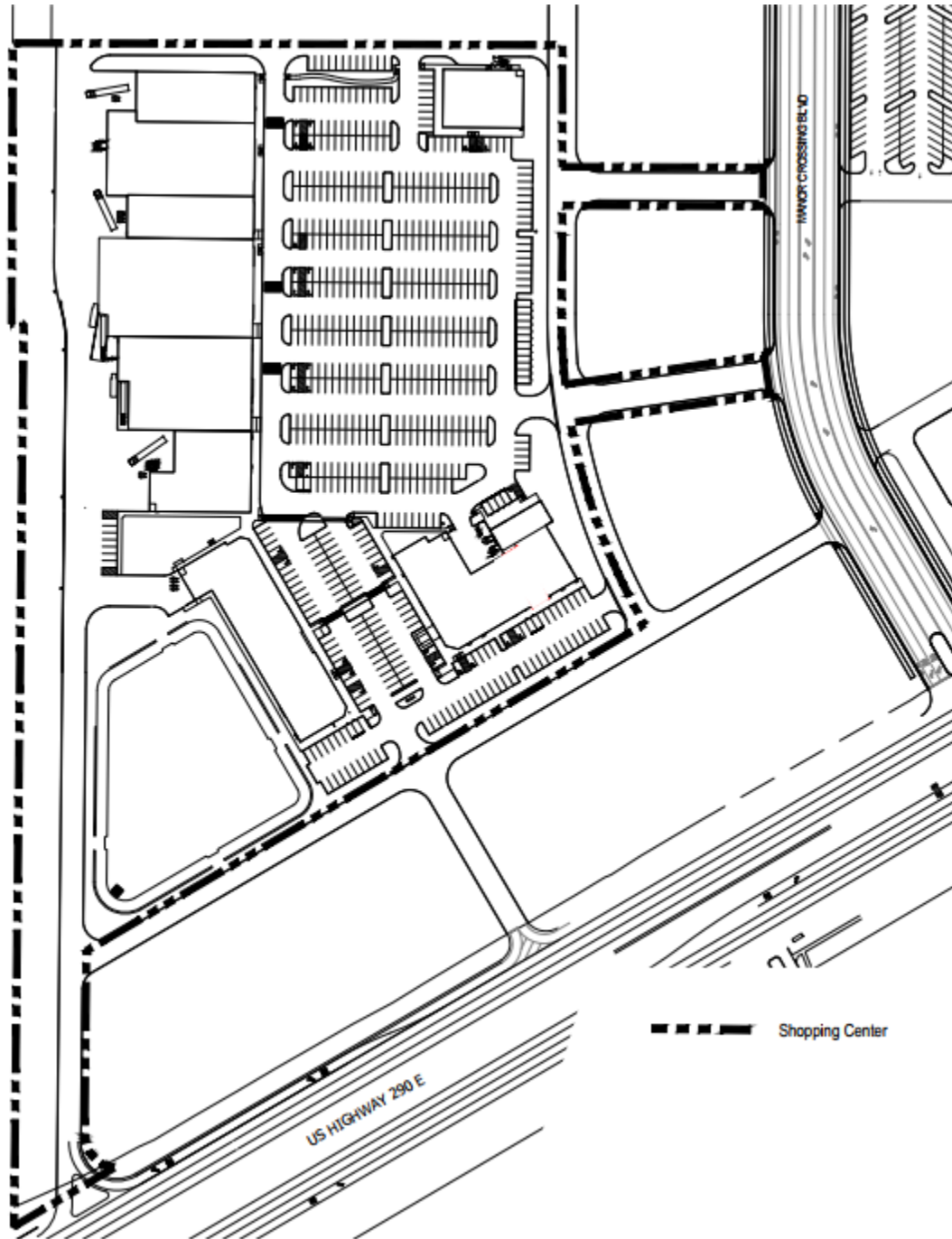
Let us know if there's further questions.

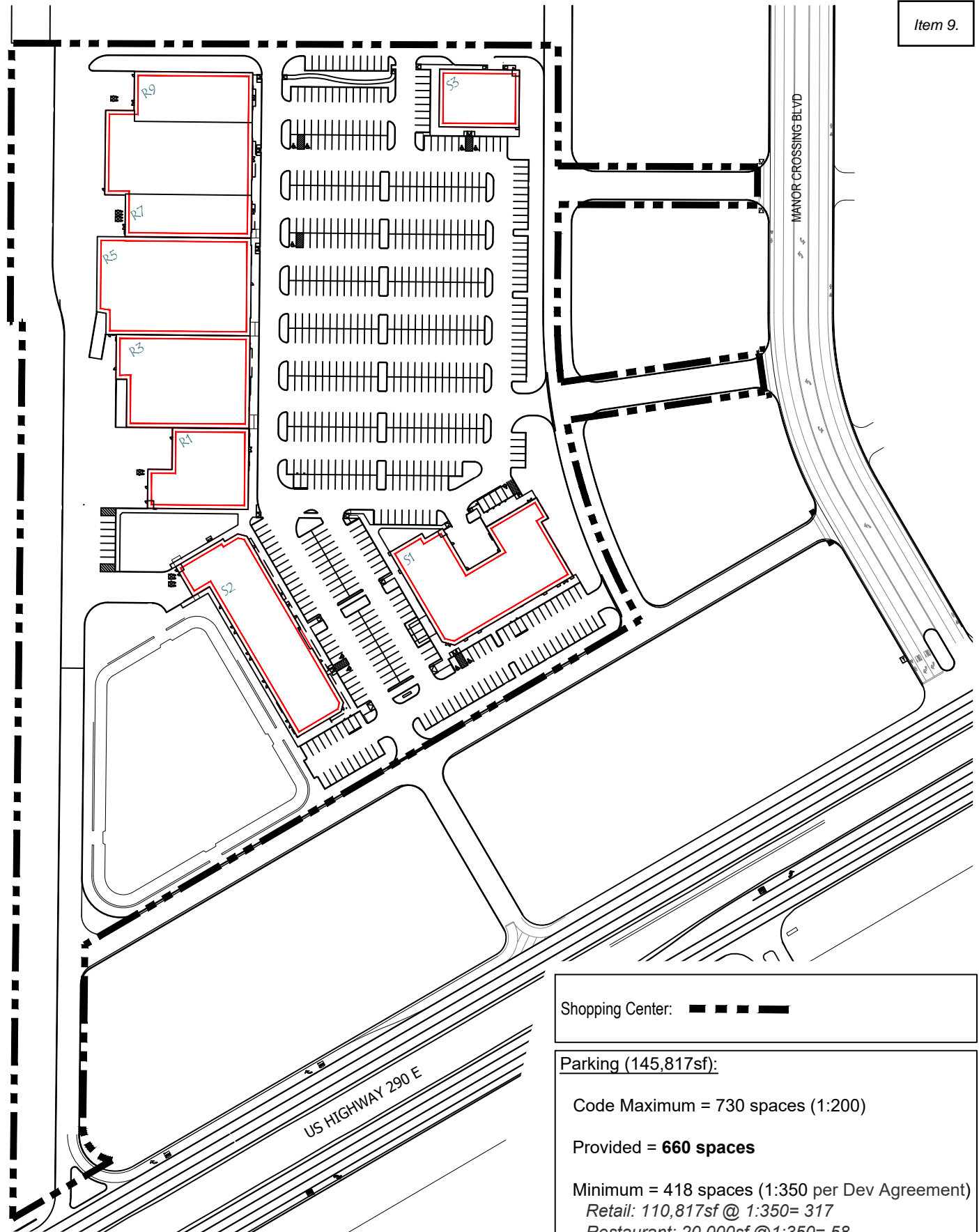
Sincerely,

CONNECTED ACQUISITION SERVICES, LLC,

By:
Name: Matt Wilson

Exhibit A





Shopping Center: ■ ■ ■ ■ ■

Parking (145,817sf):

Code Maximum = 730 spaces (1:200)

Provided = **660 spaces**

Minimum = 418 spaces (1:350 per Dev Agreement)

Retail: 110,817sf @ 1:350= 317

Restaurant: 20,000sf @ 1:350= 58

Medical Office: 15,000sf @ 1:350 = 43

This site plan is presented solely for the purpose of identifying the approximate location and size of the buildings presently contemplated by the Owner. Building sizes, site dimensions, access and parking areas, existing tenant locations and identities are subject to change at the Owner's discretion, except as otherwise expressly restricted herein.



Manor Crossing

Manor, TX February 15, 2024

Item 9.

Property ID: 986086 ↗

Owner Name: 13100 FM 973 INC

[VIEW INFO](#)

276



2/28/2024

City of Manor Development Services

Notification for a Specific Use Permit Application

Project Name: Medical Office SUP - Manor Crossing

Case Number: 2024-P-1618-CU

Case Manager: Michael Burrell

Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Specific Use Permit for Medical Offices in Manor Crossing allowing 15,000 sq. ft. of medical office and/or medical clinic tenant space, one (1) lot on 18.1 acres, more or less, and being located at the intersection of Shadowglen Blvd and US Hwy 290, Manor, Tx

Applicant: Retail Connections

Owner: Retail Connections

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

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

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

Manor Crossing - SUP Notices Addresses (300')	
Parcel ID	Address
710219	14008 Shadowglen Blvd, 78653
568065	12801 Lexington St, 78653
697020	13720 Shadowglade Pl., 78653
697021	13724 Shadowglade Pl., 78653
697022	13728 Shadowglade Pl., 78653
697023	13725 Shadowglade Pl., 78653
697024	13721 Shadowglade Pl., 78653
697025	13717 Shadowglade Pl., 78653
697054	11708 Pillion Pl., 78653
697055	11705 Gold Run CV., 78653
697056	11716 Pillion Pl., 78653
697057	11720 Pillion Pl., 78653
697026	11709 Pillion Pl., 78653
697027	11713 Pillion Pl., 78653
697028	11717 Pillion Pl., 78653
697029	11721 Pillion Pl., 78653
697030	11725 Pillion Pl., 78653
697031	11729 Pillion Pl., 78653
697032	11733 Pillion Pl., 78653
697033	11737 Pillion Pl., 78653
697034	13745 Shady Ridge Ln., 78653
700577	13816 Field Spar Dr., 78653
700578	13820 Field Spar Dr., 78653
700579	13824 Field Spar Dr., 78653
700580	13828 Field Spar Dr., 78653
700581	13832 Field Spar Dr., 78653
700582	11501 Sun Glass Dr., 78653
700616	11505 Sun Glass Dr., 78653
700648	11509 Sun Glass Dr., 78653
700621	11513 Sun Glass Dr., 78653
700590	13821 Field Spar Dr., 78653
700591	13817 Field Spar Dr., 78653
700670	13820 Tercel Trce., 78653
700671	13824 Tercel Trce., 78653
236853	13407 N. FM Rd 973, 78653
236854	E. U.S. HY 290, 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, Texas.

Applicant: Quiddity Engineering

Owner: Gregg Lane Dev., LLC

BACKGROUND/SUMMARY:

The New Haven PUD was first approved on April 19th, 2023. The current PUD contains:

- 190 50' residential lots
- 81 60' residential lots
 - 271 total
- 1 commercial lot
- 1 public utility lot (water storage tanks)
- 21.6 acres of open space and parks, which contain:
 - 8' – 6' concrete trails
 - 10-20 space parking lot
 - Shade structure
 - Playgrounds
 - Active play equipment, exercise equipment, volleyball court, picnic tables
 - Benches and trash receptacles

The revised PUD contains:

- 175 50' residential lots
- 87 60' residential lots
 - 262 total
- 1 commercial lot
- 1 public utility lot (water storage tanks)
- 26.3 acres of open space and parks, which contain:
 - 8' – 6' concrete trails
 - 10-20 space parking lot
 - Shade structure

- Playgrounds
- Active play equipment, exercise equipment, volleyball court, picnic tables
- Benches and trash receptacles

The revised PUD has reduced the number of residential lots by nine and increased the open space and park acreage by 4.7 acres. There is no change to the park amenities, the commercial acreage, or the utility lot acreage. The street layout has also been revised and there is now more street visibility into the open space and park areas.

The PUD is being revised because the proposed street is more cost-efficient for the developer due to the topography of the area and the grading work necessary during construction.

P&Z voted 7-0 to approve with conditions:

1. Parallel parking spaces on the roads adjacent to the 'Nature Preserve' and 'Trail' areas
2. Installation of pedestrian safety measures at the intersection of the Primary Collector and 70' ROW

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

- Ordinance
- New Haven revised PUD
- New Haven current PUD
- PUD comparison

- Conformance Letter
- Ordinance 698
- Public notice
- Mailing labels

STAFF RECOMMENDATION:

The City Staff recommends that the City Council approve the first reading of an ordinance amending Ordinance 698 to modify the Planned Unit Development (PUD) Site Plan for the New Haven Final Planned Unit Development rezoning from Planned Unit Development to Planned Unit Development, and being located near the corner of Gregg Ln and FM 973, Manor, TX

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X – with conditions		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE 698 TO MODIFY THE PLANNED UNIT DEVELOPMENT SITE PLAN FOR THE NEW HAVEN FINAL PLANNED UNIT DEVELOPMENT; REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, Ordinance 698 was adopted by the City of Manor City Council (the "City Council") on April 19, 2023;

Whereas, the owner of the Property is requesting to amend Ordinance 698 in order to modify the Planned Unit Development Site Plan for the New Haven Final Planned Unit Development;

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council; and

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinance. Ordinance No. 698 is hereby modified and amended by deleting Exhibit "B" in its entirety and replacing it with a new Exhibit "B" to include the modified planned unit development site plan for the New Haven Final PUD, attached hereto and incorporated herein as if fully set forth.

Section 3. Severability. Any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Amendment of Conflicting Ordinances. Exhibit "B" of the City's Ordinance 698 is hereby amended as provided in this Ordinance. All ordinances and parts of ordinances in conflict with this Ordinance are amended only to the extent of such conflict otherwise remaining in full force and effect. In the event of a conflict or inconsistency between this Ordinance and any code or ordinance of the city, the terms and provisions of this Ordinance shall govern.

ORDINANCE NO.**Page 2**

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED FIRST READING on this the 20th day of March 2024.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of April 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

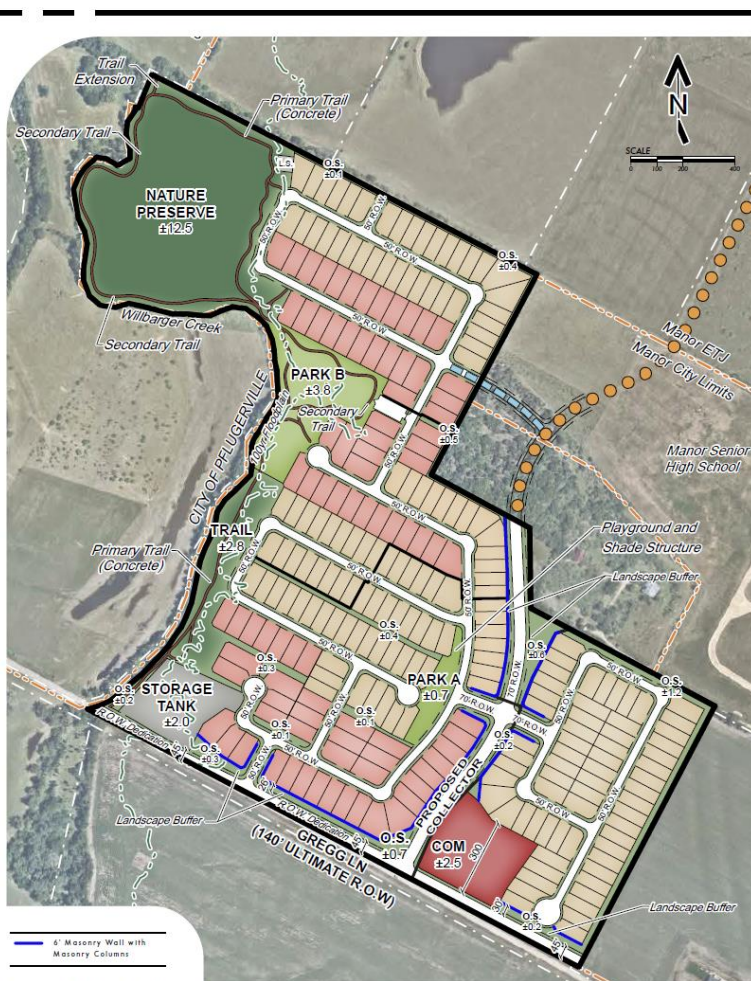
Page 3

EXHIBIT "B"

Planned Unit Development Site Plan for the New Haven Final Planned Unit Development
[attached]

ORDINANCE NO.

Page 4



*Masonry Columns shall be installed approximately 20' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES	LOTS	ACRES	TOTAL %
1) RESIDENTIAL - TYP. 60'x120'	176 LOTS	38.6 AC.	40%
2) RESIDENTIAL - TYP. 60'x120'	87 LOTS	19.2 AC.	21%
3) COMMERCIAL	2.6 AC.	3%	
4) UTILITY	2.0 AC.	2%	
5) DETENTION / NATURE PRESERVE	12.8 AC.	13%	
6) PARKING / OFFICE	10.8 AC.	11%	
7) TRAILS	3.0 AC.	3%	
8) COLLECTOR THROUGHWAY	1.7 AC.	2%	
TOTALS	282 LOTS	90.3 AC.	100%

*Variation is approximate and includes adjacent right of way.

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot Size	Minimum Height	Maximum Density
	Front	Side	Corner	Rear			
1) Residential	25' (or 25' on lot)	5'	5'	5'	1/2 Acre	8' to 12'	10 units/acre
2) Commercial	25' (or 25' on lot)	5'	5'	5'	1/2 Acre	8' to 12'	10 units/acre

* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
1) Residential	60%	60%
2) Commercial	60%	60%
3) Industrial	60%	60%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
1) Residential	10%
2) Commercial	10%
3) Industrial	10%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) THREE-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE OR LOTS 66 IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR (4) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 100 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED.

ONE (1) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 100 LINEAR FEET OF LANDSCAPE BUFFER.

6) PARKLAND

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE**
- 1) Concrete Primary Trail (Site Connectivity)
 - 2) Concrete Secondary Trail (Site Connectivity)
 - 3) Concrete (300' Approximate Spacing)
- PARK A**
- 1) 1/2 Acre Structure
 - 2) 1/2 Acre Structure
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 - 100) 1/2 Acre Structure

8) TRAFFIC

The Traffic Volume will be 6,602 Trips generated to and from this site

9) UTILITIES

Utility	Location	Depth
1) Water	10' to 12'	10' to 12'
2) Sewer	10' to 12'	10' to 12'
3) Gas	10' to 12'	10' to 12'
4) Electric	10' to 12'	10' to 12'
5) Telecommunications	10' to 12'	10' to 12'

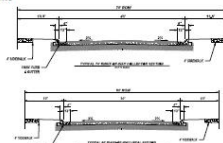
Note: These depths are based on the City of Manor's standard depths for utilities.

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOL BEVERAGE ESTABLISHMENT, BREWERY, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE, ALCOHOL SALES SHALL BE COMPLIANT WITH ARTICLE 4.02 ALCOHOLIC BEVERAGES.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPPORT SERVICES, GENERAL RETAIL SALES/CONVENIENCE, GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES (SELF), AND OFFICE ACCESSORY PARKING.
- C. CHILD CARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING SCHOOL, BUSINESS OR TRADE, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



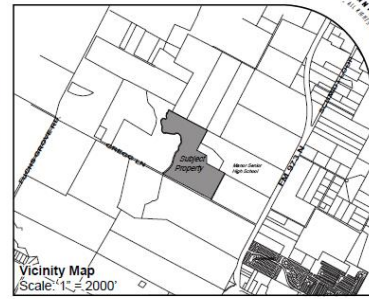
12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
1) Setback	25' Front	20' Front
2) Setback	25' Side	20' Side
3) Setback	25' Rear	20' Rear
4) Setback	25' Corner	20' Corner
5) Setback	25' Front	20' Front
6) Setback	25' Side	20' Side
7) Setback	25' Rear	20' Rear
8) Setback	25' Corner	20' Corner
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97) Setback	25' Front	20' Front
98) Setback	25' Side	20' Side
99) Setback	25' Rear	20' Rear
100) Setback	25' Corner	20' Corner

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATE: THIS DAY OF 2020.

BY: CHRISTOPHER HARVEY, MAYOR OF THE CITY OF MANOR, TEXAS.



GENERAL NOTES:

- 1) A MINIMUM FOUR (4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.
- 2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
- 3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300' DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

NEWHAVEN PUD

± 90.3 ACRES OF LAND

prepared for

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

QUIDDITY

3100 Alvin Davanzo Blvd, Suite 150
Austin, Texas 78741
Tel: 512-441-9492
www.quiddity.com

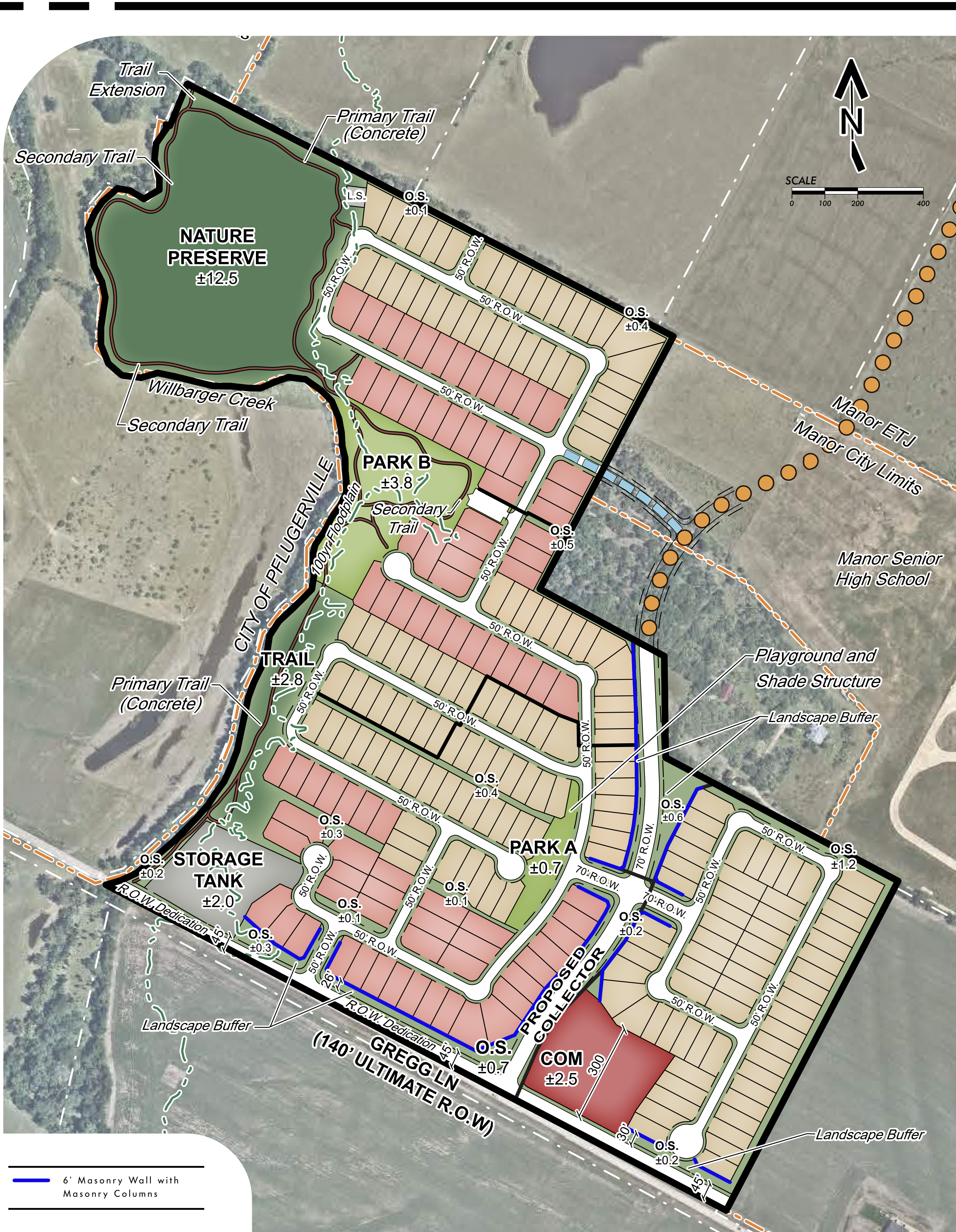
APPLICANT:
DRENNER GROUP, PC
200 Lee Barton Drive, SUITE 100
Austin, Texas 78704

SCALE: 1" = 200'

META-78007
FEBRUARY 16, 2024

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAIN, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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*Masonry Columns shall be installed approximately 200' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES	LOTS	ACRES*	TOTAL %
SF	SF RESIDENTIAL - TYP. 50'x120'	175 LOTS	35.6 Ac. 40%
SF	SF RESIDENTIAL - TYP. 60'x125'	87 LOTS	19.2 Ac. 21%
COM	COMMERCIAL	2.5 Ac.	3%
UT	UTILITY	2.0 Ac.	2%
DET	DETENTION / NATURE PRESERVE	12.5 Ac.	14%
PO	PARK/OPEN SPACE	10.8 Ac.	12%
TR	TRAILS	3.0 Ac.	3%
COL	COLLECTOR / THOROUGHFARE	4.7 Ac.	5%
TOTALS	262 LOTS	90.3 Ac.	100%

*calculation is approximate and includes adjacent right of way

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Front	Setbacks	Side	Corner side	Rear	Minimum Lot SF	Minimum Lot Width	Maximum Height	Maximum Density
SF-50'	25'/20' on cul de sac	5'	15'	10'	10'	5,750	50'	35'	6 du/ac
SF-60'	25'/20' on cul de sac	5'	15'	10'	10'	7,200	60'	35'	5 du/ac
Commercial	25'	5'	15'	10'	10'	n/a	40'	35'	n/a

* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
SF-50'	50%	60%
SF-60'	50%	60%
Commercial	70%	70%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Land Use	Net Lot Area
SF-50'	20%
SF-60'	20%
Commercial	15%
Open Space/Park	20%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) THREE-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR(4), MINIMUM THREE(3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN(15), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL, UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN(10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE(1), MINIMUM THREE(3) INCH CALLIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREE(AS DEFINED BY MANOR CODE OF ORDINANCES) AND FIVE(5), MINIMUM THREE(3) GALLON, SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER

6) PARKLAND -

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE**
- 8' Concrete Primary Trail (Site Connectivity)
 - 6' Concrete Secondary Trail (Site Connectivity)
 - Benches (300' Approximate Spacing)
- PARK A**
- (1) Shade Structure
 - (1) 2-5 yrs. Playground Structure
 - (1) 5-12 yrs. Playground Structure
 - (1) Swing Set
 - (2) Independent Play Equipment
 - 6' Concrete Sidewalk (Site Connectivity)
 - (1) Trash Receptacle
 - (2) Picnic Tables
 - (2) Benches
 - (1) Pet Waste Station
- TRAIL**
- 8' Concrete Primary Trail (Site Connectivity)
 - Benches (300' Approximate Spacing)
- PARK B**
- 8' Concrete Primary Trail (Site Connectivity)
 - 6' Concrete Secondary Trail (Site Connectivity)
 - (1) Shade Structure
 - Benches (300' Approximate Spacing)
 - Trash Receptacles (300' Approximate Spacing)
 - 10-20 Parking Spaces
 - a. Screening Elements (Planting or Fencing) to reduce Light Pollution from Vehicles
 - Amenities (Teen)
 - a. Shade Trees
 - b. Passive Spaces for Social Interaction (2-person and 4-person Tables)
 - c. Charging Station (Solar)
 - d. Active Spaces for Sports Play
 - e. Active Play Equipment (Table Tennis, Corn Hole, Etc.)
 - f. Exercise Equipment
 - g. Volleyball Court
 - h. Recreation Sports Area
 - i. (2) Ping-Pong Table

8) TRAFFIC

The Traffic Volume will be 6,602 Trips generated to and from this site

9) UTILITIES

SF - 50'	35.6 Ac.	175 Lots	175 LUES
SF - 60'	19.2 Ac.	87 Lots	87 LUES
Commercial	2.5 Ac.	1 Lot	50 LUES
	58.3 Ac.		332 LUES

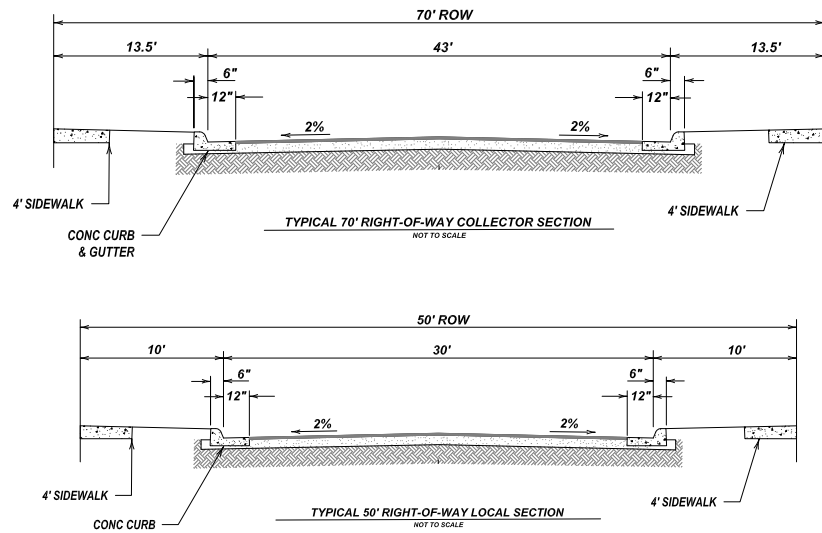
Note: These values are intended for preliminary analysis only and may vary from values provided in the final site design.

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOLIC BEVERAGE ESTABLISHMENT, BREWPUB, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE. ALCOHOL SALES SHALL BE COMPLIANT WITH ARTICLE 4.02 ALCOHOLIC BEVERAGES.
- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPORT SERVICES, GENERAL RETAIL SALES(CONVENIENCE), GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES(SELF), AND OFF-SITE ACCESSORY PARKING.
- C. CHILDCARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARD-ING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT, AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

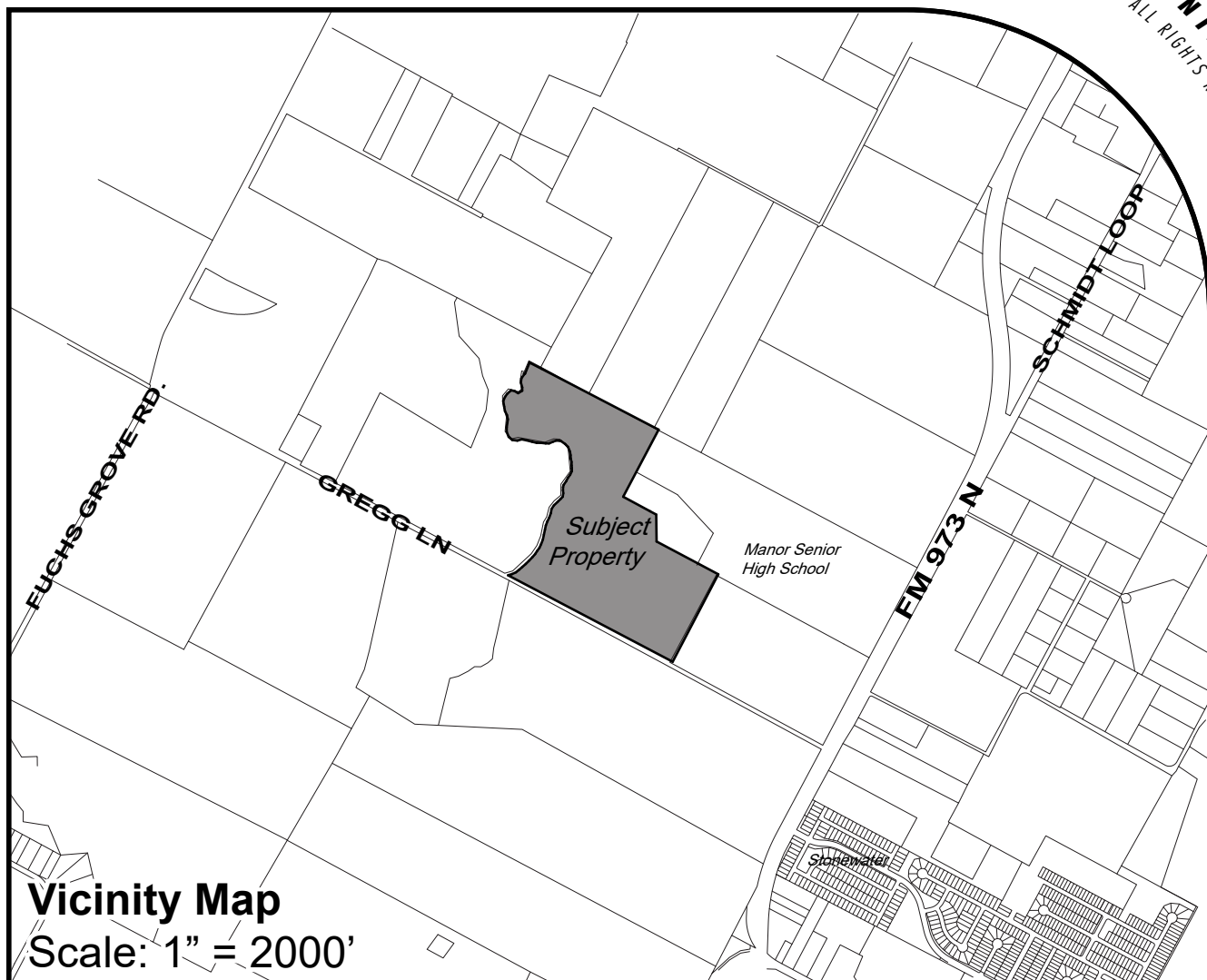
Item	Standard Code	Variance Requested
Setback-Front	25 Feet	25 feet (20' on cul-de-sac)
Setback-Side	7.5 Feet	5 feet
Setback-Rear	20 Feet	10 feet
Lot Width	70 Feet	50 feet/60 feet
Lot Coverage-Res Main.	40%	60%
Lot Coverage-Res Main + Accessory	50%	65%
Lot Coverage-Comm. Main	60%	85%
Lot Coverage-Comm. Main + Accessory	70%	85%
Parkland	Non-floodplain	Within floodplain

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY OF COUNCIL.

DATED THIS ____ DAY OF _____, 20__
BY: _____
FELIX PAIZ, CHAIRPERSON

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATED THIS ____ DAY OF _____, 20__
BY: _____
DR. CHRISTOPHER HARVEY
MAYOR OF THE CITY OF MANOR, TEXAS



GENERAL NOTES:

1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.

2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.

3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300 DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

NEWHAVEN PUD

± 90.3 ACRES OF LAND

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META
PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

QUIDDITY

3100 Alvin Devane Blvd, Suite 150
Austin, Texas 78741
Tel: 512.441.9493
www.quiddity.com

APPLICANT:

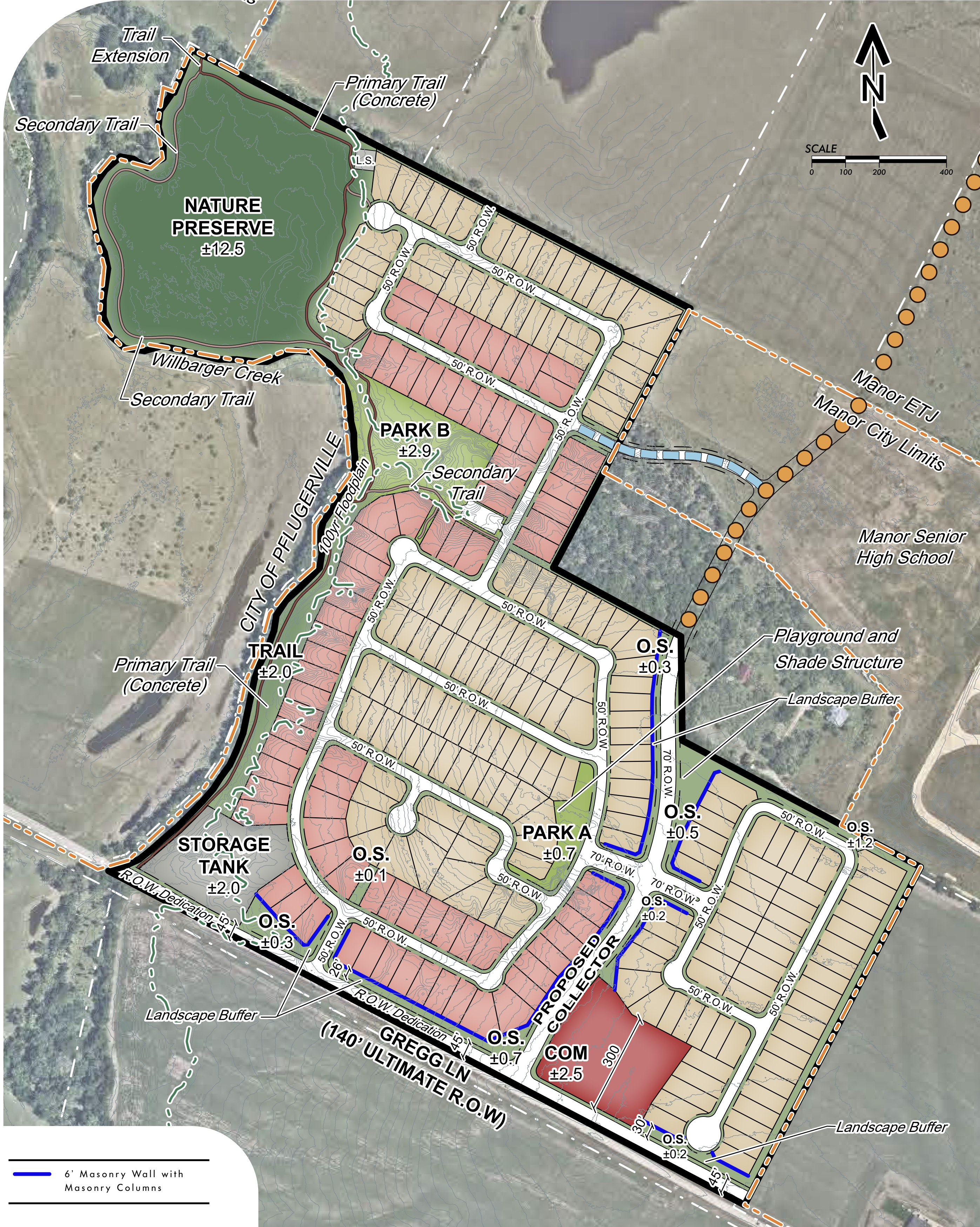
DRENNER GROUP, PC
200 Lee Barton Drive, SUITE 100
Austin, Texas 78704

SCALE
0 100 200 400

MTA-78007
FEBRUARY 16, 2024

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*Masonry Columns shall be installed approximately 200' apart.

PUD DATA TABLES:

1) APPROVED LAND USES -

LAND USES		LOTS	ACRES*	TOTAL %
SF	SF RESIDENTIAL - TYP. 50'x120'	190 LOTS	36.3 Ac.	40%
SF	SF RESIDENTIAL - TYP. 60'x125'	81 LOTS	23.1 Ac.	26%
COM	COMMERCIAL		2.5 Ac.	3%
UT	UTILITY		2.0 Ac.	2%
DET	DETENTION/NATURE PRESERVE		12.5 Ac.	14%
PO	PARK/OPEN SPACE		7.1 Ac.	8%
TR	TRAILS		2.0 Ac.	2%
	COLLECTOR		4.8 Ac.	5%
TOTALS		271 LOTS	90.3 Ac.	100%

*calculation is approximate and includes adjacent right of way

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Setbacks				Minimum Lot Sf	Minimum Lot Width	Maximum Height	Maximum Density
	Front	Side	Corner side	Rear				
SF-50'	25'/20' on cul de sac	5'	15'	10'	5,750	50'	35'	6 du/ac
SF-60'	25'/20' on cul de sac	5'	15'	10'	7,200	60'	35'	5 du/ac
Commercial	25'	5'	15'	10'	n/a	40'	35'	n/a

* Corner lots will be required to have an additional 5' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
SF-50'	50%	60%
SF-60'	50%	60%
Commercial	70%	70%

4) PARKING LOT SCREENING

IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE WHICH ADJOINS LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

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Land Use	Net Lot Area
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6) PARKLAND -

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES.

7) AMENITIES

- NATURE PRESERVE
1. 8' Concrete Primary Trail (Site Connectivity)
 2. 6' Concrete Secondary Trail (Site Connectivity)
 3. Benches (300' Approximate Spacing)
 4. (1) Swing Set
 5. (1) Shade Structure
 6. (1) 2-5 yrs. Playground Structure
 7. (1) 5-12 yrs. Playground Structure
 8. (1) Trash Receptacle
 9. (2) Benches
 10. (1) Pet Waste Station
- PARK A
1. (1) Shade Structure
 2. (1) 2-5 yrs. Playground Structure
 3. (1) 5-12 yrs. Playground Structure
 4. (1) Swing Set
 5. (2) Independent Play Equipment
 6. 6' Concrete Sidewalk (Site Connectivity)
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 8. (2) Picnic Tables
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 - a. Screening Elements (Planting or Fencing) to reduce Light Pollution from Vehicles
 - b. Passive Spaces for Social Interaction (2-person and 4-person Tables)
 - c. Charging Station (Solar)
 - d. Active Spaces for Sports Play
 - e. Active Play Equipment (Table Tennis, Corn Hole, Etc.)
 - f. Exercise Equipment
 - g. Volleyball Court
 - h. Recreation Sports Area

8) TRAFFIC

The Traffic Volume will be 4,000 Trips generated to and from this site

9) UTILITIES

SF - 50'	36.3 Ac.	190 Lots	190 LUES
SF - 60'	23.3 Ac.	82 Lots	82 LUES
Commercial	2.5 Ac.	1 Lot	50 LUES
	62.1 Ac.		322 LUES

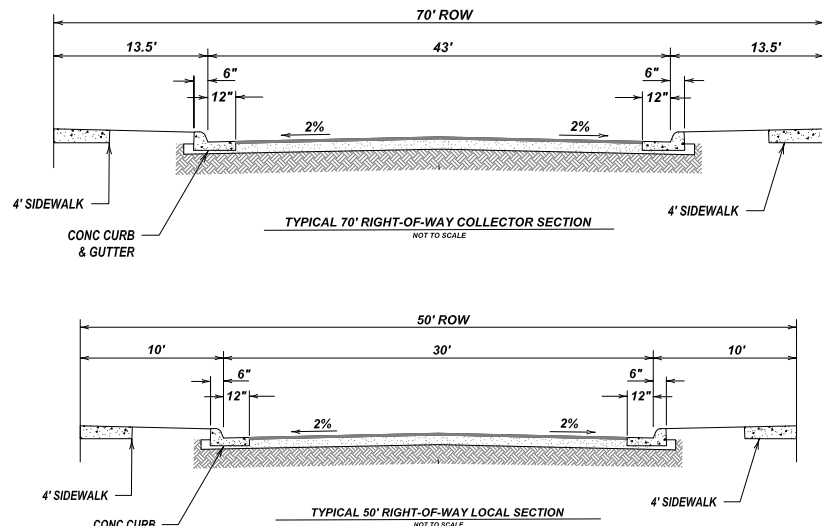
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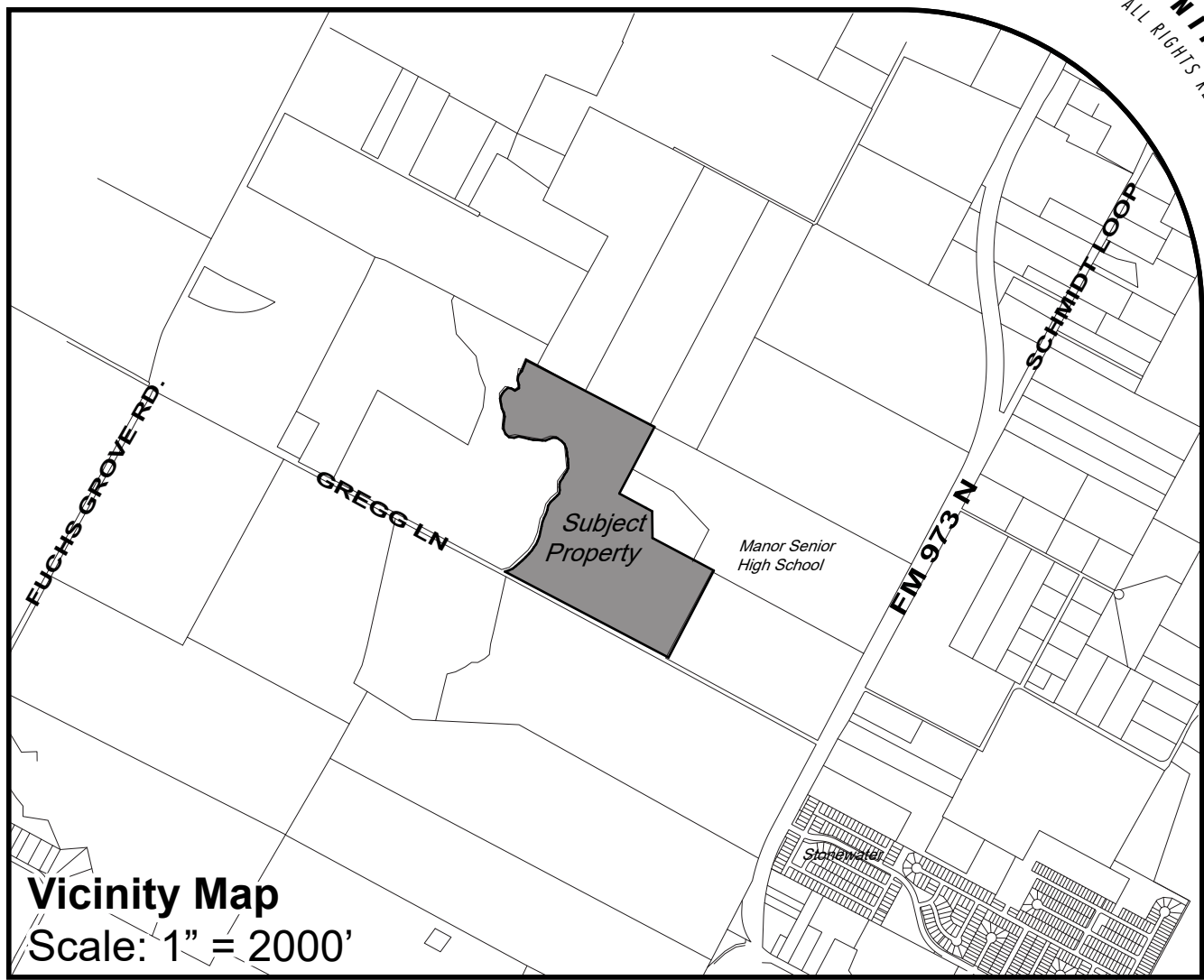
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- B. ANTIQUE SHOP, ART STUDIO OR GALLERY, BUSINESS SUPPORT SERVICES, GENERAL RETAIL SALES(CONVENIENCE), GENERAL RETAIL SALES (GENERAL), LAUNDRY SERVICES(SELF), AND OFF-SITE ACCESSORY PARKING.
- C. CHILDCARE CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL, AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT, AND THEATER.
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11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
Setback-Front	25 Feet	25 feet (20' on cul-de-sac)
Setback-Side	7.5 Feet	5 feet
Setback-Rear	20 Feet	10 feet
Lot Width	70 Feet	50 feet/60 feet
Lot Coverage-Res Main.	40%	60%
Lot Coverage-Res Main + Accessory	50%	65%
Lot Coverage-Comm. Main	60%	85%
Lot Coverage-Comm. Main + Accessory	70%	85%
Parkland	Non-floodplain	Within floodplain



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1) A MINIMUM FOUR(4) FOOT WIDE, CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.

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3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300 DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

NEWHAVEN PUD

± 90.3 ACRES OF LAND

ASHTON GRAY DEVELOPMENT

LAND PLANNER:

META
PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

ENGINEER:

QUIDDITY

3100 Alvin Devane Blvd, Suite 150
Austin, Texas 78741
Tel: 512.441.9493
www.quiddity.com

APPLICANT:

DRENNER GROUP, PC
200 Lee Barton Drive, SUITE 100
Austin, Texas 78704

SCALE
0 100 200 400

MTA-78007
DECEMBER 5, 2022

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DATED THIS ____ DAY OF _____, 20__

BY: _____

JULIE LEONARD, CHAIRPERSON

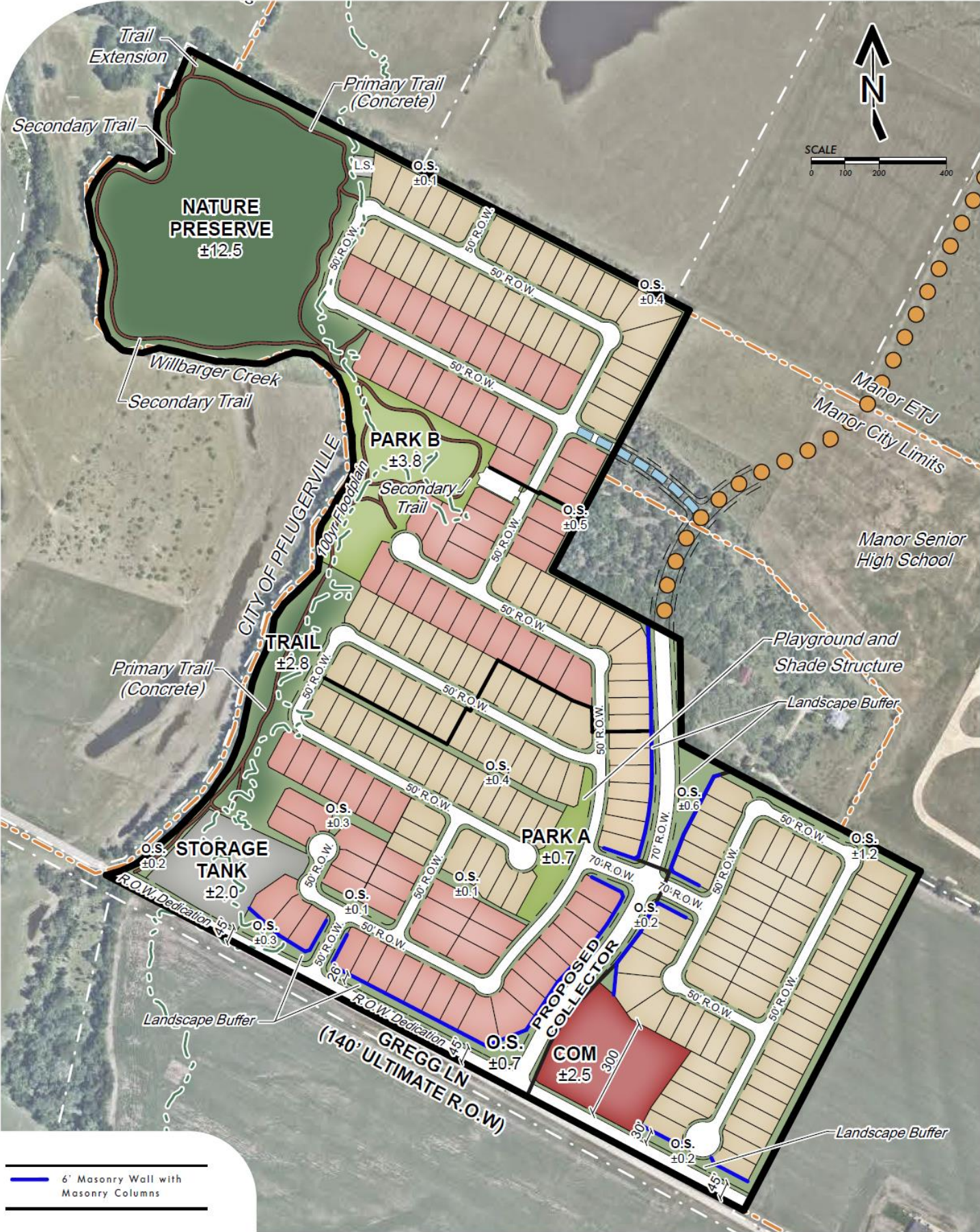
APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.

DATED THIS ____ DAY OF _____, 20__

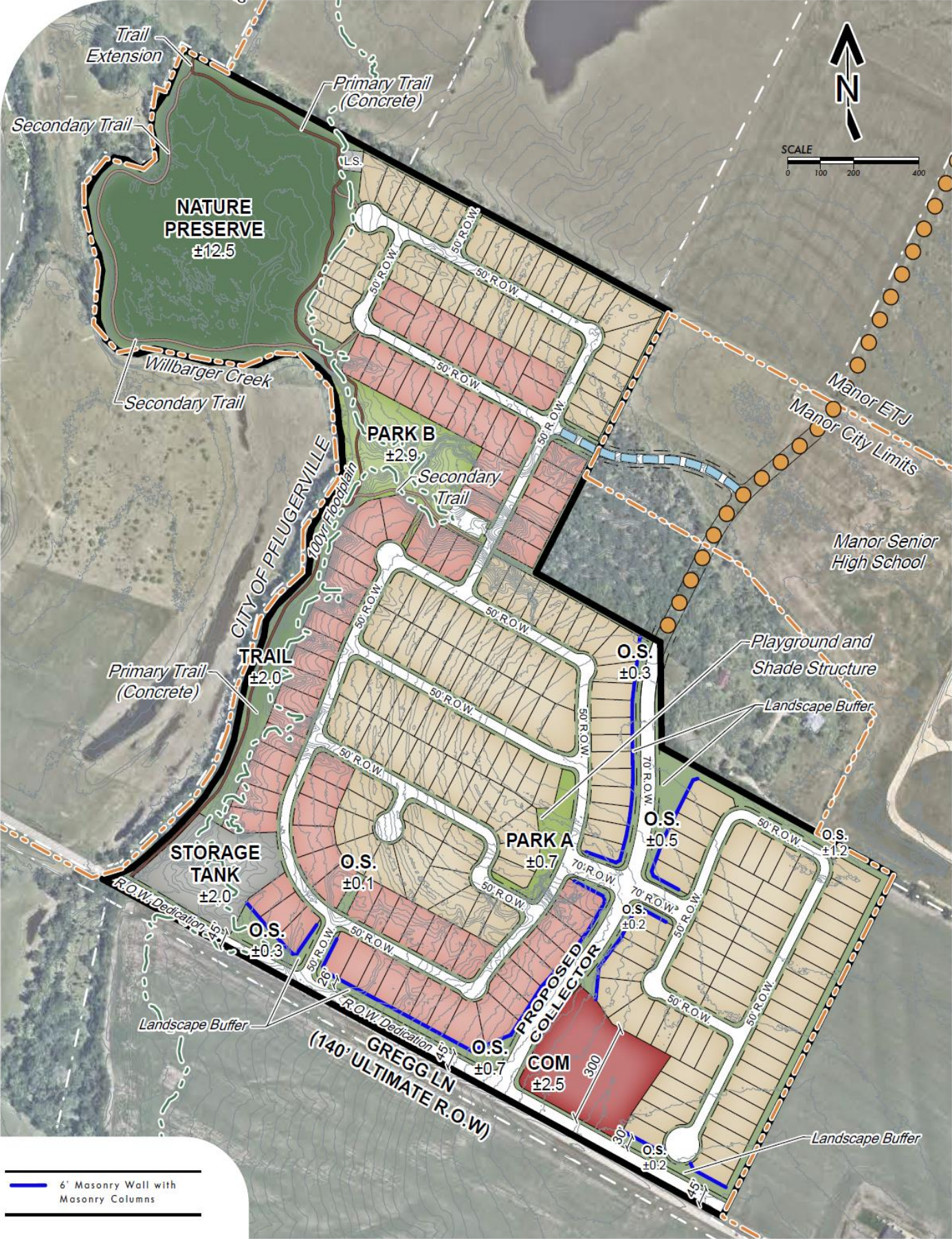
BY: _____

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

PROPOSED



CURRENT





1500 County Road 269
Leander, TX 78641

P.O. Box 2029
Leander, TX 78646-2029

Date: Tuesday, February 20, 2024

Brad Carabajal
Quiddity Engineering

TX
bcarabajal@quiddity.com

Permit Number 2024-P-1617-ZO
Job Address: ,

Dear Brad Carabajal,

The submittal of the revised New Haven PUD Update Site Plans submitted by Quiddity Engineering and received by our office on 2/20/2024, has been reviewed for compliance with the City of Manor Zoning Ordinance 185. The Plans appear to be in general compliance with City Ordinance requirements and we therefore take no exception to their approval as presented.

Please submit a hard copy of the cover sheet to Scott Dunlop at the City of Manor for signatures. A copy of the signed cover sheet will be uploaded under project files on the my permit now website.

Review of this submittal does not constitute verification that all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Pauline M. Gray'.

Pauline Gray, P.E.
Lead AES
GBA

ORDINANCE NO. 698

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING OF THE CITY OF MANOR, TEXAS CODE OF ORDINANCES REZONING A PARCEL OF LAND FROM AGRICULTURAL TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD);

Whereas, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council; and

Whereas, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Ordinance. City of Manor Code of Ordinances, Chapter 14, Zoning ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A", attached hereto and incorporated herein as if fully set forth (the "Property"), from the temporary zoning district Agricultural (A) to zoning district Planned Unit Development (PUD) including the PUD site plan as further described in Exhibit "B" attached hereto and incorporated herein as if fully set forth (the "PUD Site Plan").

Section 4. Amendment of Conflicting Ordinances. All ordinances and parts of ordinances in conflict with this ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Texas Gov't. Code.

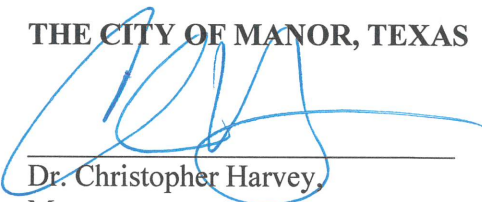
ORDINANCE NO. 698

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PASSED AND APPROVED FIRST READING on this the 21st day of December 2022.

PASSED AND APPROVED SECOND AND FINAL READING on this the 19th day of April 2023.

THE CITY OF MANOR, TEXAS



Dr. Christopher Harvey,
Mayor

ATTEST:



Euvia T. Almaraz, TRMC
City Secretary



EXHIBIT "A"

Property Legal Description:

**59.765 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 59.765 ACRES, BEING A PORTION OF THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 60.292 ACRES, MORE OR LESS, OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS AS DESCRIBED IN DISTRIBUTION DEED RECORDED IN DOCUMENT NO. 2020120760 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING THE SAME LAND CONVEYED TO THE CARRILLO FAMILY PARTNERSHIP IN DOCUMENT NO. 2013001967, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 59.765 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2016051094 of the Official Public Records of Travis County, Texas, from which a TxDot Type II disk found in the north right-of-way of Gregg Lane, for the southeast corner of a 36.14 acre tract described in Document No. 2014113251 of the Official Public Records of Travis County, Texas bears South 62°01'41" East a distance of 1995.25 feet;

THENCE North 62°17'26" West, with the south line of the 60.292 acre tract, same being the north right-of-way line of Gregg Lane, a distance of 2133.10 feet to a calculated point in the approximate centerline of Wilbarger Creek;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of said 60.292 acre tract, and the east line of an 85.796 acre tract described Document No. 2008118667 of the Official Public records of Travis County, Texas, the following thirty-two (32) courses:

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;

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6. North 45°14'55" East, a distance of 55.96 feet to a to a calculated point;
7. North 43°43'26" East, a distance of 52.86 feet to a to a calculated point;
8. North 41°05'22" East, a distance of 48.00 feet to a to a calculated point;
9. North 32°42'55" East, a distance of 42.39 feet to a to a calculated point;
10. North 36°20'34" East, a distance of 43.28 feet to a to a calculated point;
11. North 24°58'46" East, a distance of 45.09 feet to a to a calculated point;
12. North 20°50'58" East, a distance of 58.26 feet to a to a calculated point;
13. North 11°43'28" East, a distance of 55.36 feet to a to a calculated point;
14. North 12°03'40" East, a distance of 59.87 feet to a to a calculated point;
15. North 11°44'50" East, a distance of 49.40 feet to a to a calculated point;
16. North 20°31'26" East, a distance of 49.47 feet to a to a calculated point;
17. North 26°12'00" East, a distance of 48.98 feet to a to a calculated point;
18. North 19°47'54" East, a distance of 56.22 feet to a to a calculated point;
19. North 08°36'09" East, a distance of 45.62 feet to a to a calculated point;
20. North 32°55'35" East, a distance of 52.23 feet to a to a calculated point;
21. North 47°27'44" East, a distance of 55.81 feet to a to a calculated point;
22. North 45°04'59" East, a distance of 51.38 feet to a to a calculated point;
23. North 43°53'12" East, a distance of 32.75 feet to a to a calculated point;
24. North 08°50'46" East, a distance of 41.41 feet to a to a calculated point;
25. North 05°45'16" West, a distance of 32.84 feet to a to a calculated point;
26. North 01°15'08" East, a distance of 35.86 feet to a to a calculated point;
27. North 14°04'03" East, a distance of 26.74 feet to a to a calculated point;
28. North 34°11'10" East, a distance of 54.41 feet to a to a calculated point;

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- 29. North 26°59'21" East, a distance of 41.68 feet to a to a calculated point;
- 30. North 36°09'53" East, a distance of 43.97 feet to a to a calculated point;
- 31. North 25°00'27" East, a distance of 44.74 feet to a to a calculated point;
- 32. North 00°27'57" East, a distance of 24.90 feet to a to a calculated point for the northwest corner of the 60.292 acre tract, being the southwest corner of a 39.4 acre tract described in Document No. 2004009801 of the Official Public Records of Travis County, Texas ;

THENCE South 61°38'01" East with the south line of said 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar at 20.62 feet, and continuing for a total distance of 1100.33 feet to a 1/2 " rebar with 'Chaparral' cap set;

THENCE South 00°41'52" East, crossing the 60.292 acre tract a distance of 308.96 feet to a 1/2" rebar found for an interior corner of the 60.292 acre tract, same being the southernmost southwest corner of the 39.4 acre tract;

THENCE South 62°04'50" East with the north line of the 60.292 acre tract, same being the south line of the 39.4 acre tract, a distance of 551.18 feet to a 1/2" rebar found with plastic cap for the southeast corner of the 39.4 acre tract;

THENCE South 61°50'55" East, continuing with the north line of the 60.292 acre tract, a distance of 250.39 feet to a 2" iron pipe found in for the northeast corner of the 60.292 acre tract, same being the northwest corner of said 15.74 acre tract;

THENCE South 27°32'42" West, with the east line of the 60.292 acre tract, same being the west line of said 15.74 acre tract, a distance of 1131.13 feet to the **POINT OF BEGINNING**; containing 59.765 acres of land, more or less;

Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-59.765ac

Paul J. Flugel 1-18-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



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**30.580 ACRES
SUMNER BACON SURVEY No. 62, ABSTRACT No. 63
TRAVIS COUNTY, TEXAS**

A DESCRIPTION OF 30.580 ACRES OUT OF THE SUMNER BACON SURVEY NO. 62, ABSTRACT NO. 63, IN TRAVIS COUNTY, TEXAS, BEING A WESTERN PORTION OF THAT CERTAIN CALLED 39.4 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2004009801 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 30.580 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with 'CHAPARRAL' cap set in the north line of a 60.292 acre tract described in Document No. 2013001967 of the Official Public Records of Travis County, Texas, same being the south line of said 39.4 acre tract, from which a 1/2" rebar found for the northernmost northeast corner of the 60.292, same being an angle point in the south line of the 39.4 acre tract, bears South 61°38'05" East a distance of 575.95 feet;

THENCE North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.769 acre tract described Document No. 2008118667 of the Official Public Records of Travis County, Texas;

THENCE with the approximate centerline of Wilbarger Creek, being the west line of the 39.4 acre tract and the east line of 85.796 acres described in Document No. 2008118667 of the Official Public Records of Travis County, Texas, the following forty (40) courses:

1. North 00°28'28" East, a distance of 9.07 feet to a to a calculated point;
2. North 05°17'24" West, a distance of 31.85 feet to a to a calculated point;
3. North 01°00'43" West, a distance of 39.99 feet to a to a calculated point;
4. North 13°37'54" West, a distance of 36.17 feet to a to a calculated point;
5. North 03°30'27" West, a distance of 43.17 feet to a to a calculated point;
6. North 10°14'35" West, a distance of 42.68 feet to a to a calculated point;

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7. North 22°31'57" West, a distance of 57.70 feet to a to a calculated point;
8. North 44°39'48" West, a distance of 45.77 feet to a to a calculated point;
9. North 54°56'29" West, a distance of 58.93 feet to a to a calculated point;
10. North 82°53'28" West, a distance of 51.24 feet to a to a calculated point;
11. South 71°16'10" West, a distance of 39.96 feet to a to a calculated point;
12. South 66°38'21" West, a distance of 51.94 feet to a to a calculated point;
13. North 89°22'53" West, a distance of 39.25 feet to a to a calculated point;
14. North 83°41'50" West, a distance of 51.08 feet to a to a calculated point;
15. North 89°13'01" West, a distance of 53.52 feet to a to a calculated point;
16. North 76°23'07" West, a distance of 54.75 feet to a to a calculated point;
17. North 76°02'03" West, a distance of 65.60 feet to a to a calculated point;
18. North 78°19'56" West, a distance of 54.07 feet to a to a calculated point;
19. South 73°52'38" West, a distance of 52.35 feet to a to a calculated point;
20. North 82°54'47" West, a distance of 58.96 feet to a to a calculated point;
21. North 48°39'03" West, a distance of 54.65 feet to a to a calculated point;
22. North 21°40'43" West, a distance of 61.82 feet to a to a calculated point;
23. North 00°14'42" East, a distance of 52.83 feet to a to a calculated point;
24. North 08°20'31" East, a distance of 53.76 feet to a to a calculated point;
25. North 08°21'04" East, a distance of 38.04 feet to a to a calculated point;
26. North 12°10'56" West, a distance of 48.92 feet to a to a calculated point;
27. North 26°26'40" West, a distance of 51.72 feet to a to a calculated point;
28. North 09°59'30" West, a distance of 51.78 feet to a to a calculated point;
29. North 09°26'58" West, a distance of 65.60 feet to a to a calculated point;

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- 30. North 23°17'46" East, a distance of 51.71 feet to a to a calculated point;
- 31. North 34°54'31" East, a distance of 42.87 feet to a to a calculated point;
- 32. North 48°43'04" East, a distance of 60.00 feet to a to a calculated point;
- 33. South 79°51'17" East, a distance of 39.39 feet to a to a calculated point;
- 34. South 58°38'03" East, a distance of 48.87 feet to a to a calculated point;
- 35. North 59°05'59" East, a distance of 54.70 feet to a to a calculated point;
- 36. North 00°19'10" East, a distance of 38.05 feet to a to a calculated point;
- 37. North 15°36'04" West, a distance of 56.41 feet to a to a calculated point;
- 38. North 06°24'18" East, a distance of 49.34 feet to a to a calculated point;
- 39. North 34°41'25" East, a distance of 55.35 feet to a to a calculated point;
- 40. North 08°45'25" West, a distance of 12.36 feet to a to a calculated point;

THENCE South 70°46'58" East, a distance of 13.00, to a 1/2" rebar found for an angle point in the west line of the 39.4 acres, same being the east line of the 85.796 acres;

THENCE North 22°06'01" East, a distance of 137.89 feet to a 1/2" rebar with 'CHAPARRAL' cap found for the northwest corner of the 39.4 acre tract, same being an interior corner of the 85.796 acre tract;

THENCE South 62°49'58" East, with the north line of the 39.4 acre tract, same being a south line of the 85.796 acre tract, a distance of 155.36 feet to a 1/2" rebar found for an angle point on the north line of the 39.4 acre tract, also being the southernmost northeast corner of the 85.796 acre tract, also being the southwest corner of a 170 acre tract described in Volume 8293, Page 104 of the Deed Records of Travis County, Texas;

THENCE South 62°31'16" East, continuing with the north line of the 39.4 acre tract, same being the south line of said 170 acre tract, being the south line of a 57.215 acre tract described in Document No. 2002251950 of the Official Public Records of Travis County, Texas; also being the south line of 39.00 acres described in Volume 8947, Page 802 of the Real Property Records of Travis County, Texas; a distance of 1513.14 feet to a 1/2" iron pipe found in the south line of the 39.00 acre tract, for the most northernmost corner of the 39.4 acre tract, same being the northwest corner of a 3.56 acre tract described in Document No. 2009010572 of the Official Public Records of Travis County, Texas;

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THENCE South 27°51'31" West, with an east line of the 39.4 acre tract, same being the west line of said 3.56 acre tract, also being the west line of a 75.37 acre tract described in Document No. 2008031946 of the Official Public Records of Travis County, Texas, passing a 1/2" iron pipe found for the most westerly southwest corner of said 75.37 acre tract at a distance of 548.40 feet and continuing 321.78 feet, for a total distance of 870.18 feet to the **POINT OF BEGINNING**, containing 30.580 acres of land, more or less.

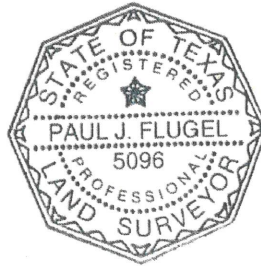
Surveyed on the ground on August 3, 2020.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 1662-001-30.580ac

Paul J. Flugel 1-6-2021

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPLS Firm No. 10124500



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EXHIBIT "B"
Planned Unit Development Site Plan
[attached]



GENERAL NOTES:

- 1) A MINIMUM FOUR(4) FOOT WIDE CONCRETE SIDEWALK SHALL BE PROVIDED WITHIN THE GREGG LANE LANDSCAPE BUFFER OR THE EXPANDED RIGHT OF WAY FOR GREGG LANE. LOCATION AND ALIGNMENT OF THE SIDEWALK SHALL BE COORDINATED DURING THE PRELIMINARY PLAN STAGE OF DEVELOPMENT.
- 2) THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT OBLIGATE THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
- 3) MIN SETBACK ON COMMERCIAL IS 25'. PROPOSED LANDPLAN PROVIDES 300' DEPTH WITH 275' USABLE OUTSIDE BUILDING LINE.

*Masonry Columns shall be installed approximately 200' apart

PUD DATA TABLES:

1) APPROVED LAND USES

LAND USES	LOTS	ACRES	TOTAL %
OF RESIDENTIAL - TYP. RES. (1)	195 LOTS	26.3 AC.	40%
OF RESIDENTIAL - TYP. RES. (2)	11 LOTS	2.3 AC.	3%
COMMERCIAL	2.0 AC.	3%	
UTILITY	2.0 AC.	3%	
WATER CONSERVATION PRESERVE	12.5 AC.	19%	
LANDSCAPE BUFFER	1.0 AC.	1%	
TOTALS	211 LOTS	98.9 AC.	100%

(Calculation of approximate acreage includes subject 10% of area)

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Lot Size	Height	Setback	Minimum	Maximum	Maximum
1/4 AC.	12' - 15'	10' - 15'	10'	15'	15'
1/2 AC.	12' - 15'	10' - 15'	10'	15'	15'
3/4 AC.	12' - 15'	10' - 15'	10'	15'	15'
1 AC.	12' - 15'	10' - 15'	10'	15'	15'

*Corner lots will be required to have an additional 3' of width when adjacent to right of way along the side yard

3) LOT COVERAGE

Lot Size	Minimum Building	Maximum Building
1/4 AC.	10%	100%
1/2 AC.	10%	100%
3/4 AC.	10%	100%
1 AC.	10%	100%

4) PARKING LOT SCREENING
IN COMMERCIAL AREAS, OFF-STREET PARKING FOR MORE THAN FIVE VEHICLES AND LOADING AREAS SHALL BE EFFECTIVELY SCREENED BY A PRIVATE FENCE, HEDGE, PLANTING OR NATURAL VEGETATION OR TOPOGRAPHY ON EACH SIDE, WHICH ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5) LANDSCAPING

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED: THE NET LOT AREA SHALL EQUAL THE TOTAL LOT AREA LESS THE AREA TO BE LEFT UNIMPROVED BECAUSE OF THE EXISTENCE OF NATURAL FEATURES THAT ARE WORTHY OF PRESERVATION OR THAT WOULD MAKE IMPROVEMENTS IMPRACTICAL.

Lot Size	Net Lot Area
1/4 AC.	10%
1/2 AC.	10%
3/4 AC.	10%
1 AC.	10%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY DWELLING SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM THE PROPERTY LINE TO THE FRONT TWO (2) CORNERS OF THE STRUCTURE ON LOTS 50' IN WIDTH OR GREATER.

NOTE: MINIMUM FIFTEEN (15) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE GREGG LANE RIGHT OF WAY, SHALL BE PROVIDED. FOUR (4) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY THE MANOR CODE OF ORDINANCES) AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 200 LINEAR FEET OF LANDSCAPE BUFFER.

NOTE: FOR INTERNAL UNLOADED COLLECTOR ROADWAYS, A MINIMUM TEN (10) FOOT LANDSCAPE BUFFER, MEASURED FROM THE EDGE OF THE COLLECTOR RIGHT OF WAY, SHALL BE PROVIDED. ONE (1) MINIMUM THREE (3) INCH CALIPER, TYPE A LARGE OR TYPE B MEDIUM NATIVE TREES (AS DEFINED BY MANOR CODE OF ORDINANCES) AND FIFTEEN (15) MINIMUM THREE (3) GALLON SHRUBS SHALL BE PLANTED PER 50 LINEAR FEET OF LANDSCAPE BUFFER.

6) PARKLAND:

PARKLAND WILL BE PROVIDED BY FEE-IN-LIEU (\$550.00 PER LOT) OF DEDICATION PER APPLICABLE CITY ORDINANCES

7) AMENITIES

1. 6 Concrete Primary Trail (Site Constructed)
2. 6 Concrete Secondary Trail (Site Constructed)
3. 6 Concrete Tertiary Trail (Site Constructed)
4. 6 Concrete Quaternary Trail (Site Constructed)
5. 6 Concrete Quinary Trail (Site Constructed)
6. 6 Concrete Senary Trail (Site Constructed)
7. 6 Concrete Sextary Trail (Site Constructed)
8. 6 Concrete Septary Trail (Site Constructed)
9. 6 Concrete Octary Trail (Site Constructed)
10. 6 Concrete Nonary Trail (Site Constructed)
11. 6 Concrete Decary Trail (Site Constructed)
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97. 6 Concrete Centesima Trail (Site Constructed)
98. 6 Concrete Centigintidary Trail (Site Constructed)
99. 6 Concrete Centesima Trail (Site Constructed)
100. 6 Concrete Centigintidary Trail (Site Constructed)

8) TRAFFIC

The Traffic Volume will be 4,000 Trips generated to and from this site

9) UTILITIES

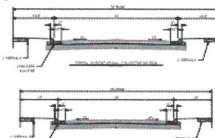
Utility	Location	Depth	Material
Water	Under Road	48"	Concrete
Sewer	Under Road	48"	Concrete
Gas	Under Road	48"	Steel
Electric	Under Road	48"	Steel
Telecom	Under Road	48"	Steel

Water and Wastewater will be provided by City of Manor

10) PERMITTED USES - COMMERCIAL C-1

- A. ALCOHOLIC BEVERAGE ESTABLISHMENT, BREWERY, LIQUOR SALES, SMOKE SHOP OR TOBACCO STORE.
- B. AUTO/SHOP PARTS, AUTO/REPAIR, BUSINESS SUPPORT SERVICES, GENERAL RETAIL, BULK/WHOLESALE, GENERAL RETAIL, SALES (GENERAL), LAUNDRY SERVICES (SELF) AND OFF-SITE ACCESSORY PARKING.
- C. CHANGING CENTER, GOVERNMENT FACILITIES, OFFICES, GOVERNMENT, SCHOOL, BOARDING, SCHOOL, BUSINESS OR TRADE, SCHOOL, PRIVATE OR PAROCHIAL AND SCHOOL, PUBLIC.
- D. CLUB OR LODGE, ATHLETIC FACILITY, RESTAURANT AND THEATER.
- E. COMMUNICATION SERVICES OR FACILITIES, CONSTRUCTION EQUIPMENT SALES (MINOR), CONSUMER REPAIR SERVICES, PERSONAL IMPROVEMENT SERVICES, PERSONAL SERVICES, RELIGIOUS ASSEMBLIES AND UTILITY SERVICES, MINOR.

11) CROSS SECTIONS



12) LIST OF ALL REQUESTED VARIANCES

Item	Standard Code	Variance Requested
NATIONAL TRAIL	25 feet	25 feet
REGIONAL TRAIL	25 feet	25 feet
COUNTY TRAIL	25 feet	25 feet
MUNICIPAL TRAIL	25 feet	25 feet
LOCAL TRAIL	25 feet	25 feet
TRAIL CROSSING	25 feet	25 feet
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TRAIL CROSSING</		



2/28/2024

City of Manor Development Services

Notification for a PUD Amendment

Project Name: New Haven PUD Update
 Case Number: 2024-P-1617-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon a Planned Unit Development (PUD) amendment for the New Haven Subdivision being located at the corner of Gregg Ln and FM 973, Manor, Tx. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) amendment for the New Haven Subdivision being located at the corner of Gregg Ln and FM 973, Manor, Tx

Applicant: Quiddity Engineering
Owner: Gregg Lane Dev., LLC

The Planning and Zoning Commission will meet at 6:30PM on March 13, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The City of Manor City Council will meet at 7:00PM on March 20, 2024 at 105 East Eggleston Street in the City Hall Council Chambers.

The purpose of this amendment is to alter the number of residential lots, increase park/openspace acreage, and change the street layout within the subdivision.

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

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

RUST CREEK LLC
9606 OLD MANOR RD #1
AUSTIN, TEXAS 78724-1114

15701 ANDERSON ROAD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

PFLUGERVILLE ISD
PO BOX 589
PFLUGERVILLE, TEXAS 78691-0589

AQUA WATER SUPPLY CORP
PO BOX P
BASTROP, TEXAS 78602-1989

FORTUNE LAND INVESTMENTS LLC
223 DAKOTA DR
CEDAR PARK, TEXAS 78613-7826

LUTZ JAMES T & ALEXANDRA CARRILLO
14812 N F M RD 973
MANOR, TEXAS 78653

BOARD OF TRUSTEES OF THE MANOR
533 HIWASEE ROAD
WAXAHACHIE, TEXAS 75165-6448

57 ACRES ANDERSON RD MANOR LLC
109 GROSEBECK LN
LEANDER, TEXAS 78641-4036

MONARCH RANCH AT MANOR LLC
310 ENTERPRISE DR
OXFORD, MISSISSIPPI 38655-2762

GAB MANOR LLC
4517 THREE ARROWS CT
CEDAR PARK, TEXAS 78613-4838

MANOR INDEPENDENT SCHOOL
DISTRICT
PO BOX 359
MANOR, TEXAS 78653-0359



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Resolution of the City of Manor, Texas directing the City's Municipal Advisor to initiate the negotiated sale of the City of Manor General Obligation Bonds, Series 2024.

BACKGROUND/SUMMARY:

The City Council, by this resolution, directs the City's municipal advisor, Chris Lane of SAMCO, to initiate the steps required for the sale of City of Manor Series 2024 CO Bonds in an amount not to exceed \$15,000,000. These bonds were authorized by the voters in the November 7, 2023, election when they approved Proposition A for economic development purposes. Some of the actions required to bring the bonds to sale are the drafting of an offering document, obtaining ratings, and the pricing of the bonds.

As stated in the Proposition A ballot, the items that may be funded with the bond proceeds are:

Promoting economic development throughout the City through (i) planning, designing, constructing, improving, extending, and expanding public streets, utility, and other infrastructure facilities, including the acquisition of land therefore; (ii) the City's programs for economic development, including the acquisition of improved and unimproved properties and the demolition of existing structures; (iii) making grants and loans of bond proceeds for private commercial, industrial, retail, and healthcare projects and facilities, workforce development programs, residential and mixed-use development, neighborhood revitalization projects, and mixed-income development; (iv) reimbursement to the General Fund for land purchased for economic development; and (v) the payment of professional services and costs of issuance related thereto

The final step in the process of selling the bonds will be to bring the matter to the Council so that it may consider and take possible action to approve the sale. It is anticipated that the Council will consider the sale at its May 22, 2024, meeting.

LEGAL REVIEW: Yes, Gregory Miller, Bond Counsel
FISCAL IMPACT: The bonds will be in an amount not to exceed \$15,000,000 and will be paid from the City's ad valorem taxes.
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2024-06

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2024-06 of the City of Manor, Texas directing the City's Municipal Advisor to initiate the negotiated sale of the City of Manor General Obligation Bonds, Series 2024.

PLANNING & ZONING COMMISSION:

X Recommend Approval

Disapproval

None

RESOLUTION NO. 2024-06**RESOLUTION OF THE CITY OF MANOR, TEXAS DIRECTING THE CITY'S MUNICIPAL ADVISOR TO INITIATE THE NEGOTIATED SALE OF THE CITY OF MANOR GENERAL OBLIGATION BONDS SERIES 2024.**

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
CITY OF MANOR §

WHEREAS, the City Council of the City of Manor, Texas (the "City Council") ordered a special election that was held on November 7, 2023 to authorize the approval by voters in the City of three different propositions for the issuance of general obligation bonds, including Proposition A which is:

THE ISSUANCE OF \$15,000,000 OF CITY OF MANOR, TEXAS GENERAL OBLIGATION BONDS FOR ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY, AND THE LEVY OF A TAX IN PAYMENT THEREOF

WHEREAS, the City Council canvassed the results of the election on November 20, 2023 and in so doing determined that a majority of the votes approved Proposition A with 564 of the ballots cast "for" and 250 "against"; and

WHEREAS, the City Council intends to issue the bonds authorized by the voters through the approval of Proposition A for the purposes specified by that proposition; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. INTENT TO ISSUE BONDS. The City intends to issue and sell the general obligation bonds that were authorized by the voters of the City through their favorable vote on Proposition A of the November 7, 2023 election.

Section 2. NEGOTIATED SALE. The City intends for such sale of general obligation bonds to be conducted through a negotiated sale with a principal amount not to exceed \$15,000,000.

Section 3. DIRECTION TO MUNICIPAL ADVISOR. The City Council hereby directs the City's municipal advisor to prepare all instruments and documents, including but not limited to offering documents, to coordinate meetings, including but not limited to ratings calls and presentations, and to take all other actions customary and required of a municipal advisor to price said bonds, coordinate with the City Manager to determine an appropriate date for City Council's consideration of the sale of the bonds, and make a recommendation to the City Council with regard to the sale of such bonds.

PASSED AND APPROVED THIS 20th DAY OF MARCH 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Robbie Barrera, Emergency Management Coordinator
DEPARTMENT: PD

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Ordinance continuing a Disaster Declaration Declared on March 14, 2024, for April 8, 2024, Solar Eclipse.

BACKGROUND/SUMMARY:

On March 14, 2024, Mayor Christopher Harvey signed a Disaster Declaration determined from statements and information provided by City of Manor Emergency Management personnel, Travis County Emergency Management personnel, state and local elected officials, and other emergency services agencies serving the City of Manor has determined that the city, county, state, and federal roads, streets, and highways will be stressed beyond capacity during certain times of the April 8th Total Solar Eclipse event, and the stress and overcapacity of these streets, roads, and highways may create a public safety hazard with law enforcement, emergency medical, and fire and rescue officials being impeded and delayed in responding to calls for service throughout the City of Manor.

LEGAL REVIEW: Yes, Audrey Guthrie, Legal Associate

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance No. 735

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Ordinance No. 735 continuing a Disaster Declaration Declared on March 14, 2024, for the April 8, 2024, Solar Eclipse.

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

ORDINANCE NO. 735**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, CONTINUING A DISASTER DECLARATION DECLARED ON MARCH 14, 2024, FOR THE APRIL 8, 2024, SOLAR ECLIPSE PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, On April 8, 2024, the City of Manor, Travis County will be in the path of totality of a total solar eclipse that will occur across North America, passing over Mexico, the United States, and Canada;

WHEREAS, this solar eclipse event is expected to significantly increase, and potentially double the population of Manor in Travis County throughout the days leading up to and including the day of the solar eclipse event on April 8, 2024, leading to extreme traffic congestion, enormous strains on the first responders, law enforcement, hospitals, food, grocery and fuel shortages, telephone service disruption, along with strains on the city infrastructure, thereby threatening the safety of City residents;

WHEREAS, Pursuant to Texas Government Code Chapter 418, on March 14, 2024, the Mayor declared a local state of disaster;

WHEREAS, Texas Government Code Chapter 418 allows the City Council to extend the disaster declaration to thirty (30) days from the date of issuance;

WHEREAS, the City Council for the City of Manor desires to extend the disaster declaration for thirty (30) days to implement emergency management procedures for the April 8, 2024, solar eclipse.

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Disaster Declaration Extended.

1. A local state of disaster is hereby declared for Manor, Texas pursuant to section 418.108(a) of the Texas Government Code due to the April 8, 2024, Solar Eclipse Event.

2. Pursuant to section 418.108(b) of the Texas Government Code, the state of disaster declared on March 14, 2024, shall be continued and effective for thirty (30) days on and from its date of issuance, provided however that this declaration may be terminated before the expiration of 30 days by subsequent order of the Mayor.

3. Pursuant to 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the appropriate response recovery and rehabilitation aspects of the City of Manor under Travis County Emergency Management plan and authorizes the furnishing of aid and assistance under this Declaration and order.

4. Pursuant to the authority granted under the laws of the State of Texas and the Texas Disaster Act of 1975 (Chapter 418 of the Texas Government Code), the City may take actions necessary to protect the health, safety, and welfare of persons in the City and critical infrastructure protection in response to this local state of disaster, including providing disaster relief, emergency response, and services, including services to assist with roadways and vehicles, and facilities access to food, water, shelter and to protect and rehabilitate property due to this disaster and to require private property owners in areas of the City who intend to allow their property to be used for solar eclipse viewing, including watch parties, camping and parking on their property, and that will involve or result in over (50) people being on their property on April 8, 2024, to register with the county; and

5. To register with the county as specified in paragraph number 4 above, property owners must complete an application using the following link: <https://forms.office.com/g/sgDAdjE4C9> (or QR Code at the end of the order), providing their name, address, contact information and detailing the number of people who will be present on their property on April 8, 2024, for emergency preparations and response. This registration requirement will allow officials and emergency responders to better prepare for traffic congestion, roadway conditions, emergency response, and related issues. Failure to provide registration may result in visitors not being able to access neighborhoods and private property throughout the City due to traffic conditions and the influx of people due to the solar eclipse event: and

6. Pursuant to section 418.108 of the Government Code, this Declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Section 3. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered and passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED on this 20th day of March 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

Filed with me, the City Secretary of the City of Manor, this the 20th day of March 2024, by Mayor Christopher Harvey, whose signature I hereby attest under my hand and seal of the City of Manor.

ATTEST:

Lluvia T. Almaraz, City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Tracey Vasquez, Director
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an agreement between the City of Manor and HUB International for Benefits Consulting Services.

BACKGROUND/SUMMARY:

HUB International will analyze the City of Manor's health and welfare benefits plans, with the intent for the city to go out to bid to make sure that employees have the best possible benefits and the most economical price. HUB International will issue an RFP on the City of Manor's behalf to solicit bids from the marketplace for all lines of coverage. The city does not commit to paying for the work done by HUB. HUB only gets paid should the City choose to implement the new coverages and HUB will be paid by the insurance company.

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

- Agreement and Scope of Work
- 2024 Benchmark Presentation

STAFF RECOMMENDATION:

City staff recommends that the City Council approve the agreement Between the City of Manor and HUB International for Benefits Consulting Services and authorize the City Manager to execute the agreement.

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

Agreement Between
City of Manor and HUB International
For
Benefits Consulting Services

THIS AGREEMENT BETWEEN CITY OF MANOR AND HUB INTERNATIONAL FOR BENEFITS CONSULTING SERVICES (the "Agreement"), entered into the 20th day of March 2024, by and between **the City of Manor**, a home-rule Texas Municipal Corporation (the "CITY") and HUB International ("HUB") to provide health and welfare consulting services for the Employee Benefits Program of the City.

WITNESSETH:

WHEREAS, the CITY needs assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, HUB has the unique expertise and experience necessary to provide the services; and

WHEREAS, the CITY desires to contract with HUB to provide actuarial, health and welfare consulting services for the Employee Benefits program.

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

1. **INDEPENDENT CONTRACTOR RELATIONSHIP** – HUB is an independent contractor and not an employee or servant of the CITY. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. HUB shall at all times remain an independent contractor with respect to the service to be performed under this Agreement. The CITY shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as HUB is an independent contractor.
2. **SCOPE OF SERVICES** – HUB shall provide professional services, in compliance with all applicable federal, state, and local laws and regulations relating to the services outlined under **Exhibit "A"** (the "Scope of Work").
3. **TERMS AND CONDITIONS** – Should any term or condition that appears in the Scope of Work contradict or is not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over the term's conditions in the Scope of Work. As a condition of this Agreement, HUB understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City.

4. **COMPENSATION** – In consideration of the services performed by HUB, the City agrees to authorize the payment of commissions by the insurance carriers to HUB as payment in lieu of a fee paid by the City. HUB agrees that the City shall not be responsible for any fees or payment for services rendered by HUB under this Agreement and shall only receive compensation from the insurance carriers.
5. **TIME OF PERFORMANCE** – The initial term of this Agreement is for (1) year from March 20, 2024, through March 31, 2025. This Agreement may be renewed and extended annually, by mutual consent of both parties for (2) additional (1) year terms for a total of (3) years. Either party may terminate this Agreement at any time upon giving sixty (60) days' written notice of its intention to do so. Any increase or change in compensation for subsequent terms under this Agreement must be detailed in an amendment to this Agreement and shall be subject to the annual budget appropriation of the City Council of the City and the City's budget reconciliation process.
6. **EMPLOYEES** – HUB employees, if any, who perform services for the CITY under this Agreement shall also be bound by the provisions of this Agreement.
7. **WARRANTY AND DEGREE OF CARE** – HUB WARRANTS THAT ALL SERVICES PROVIDED BY HUB SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER.
8. **Confidentiality and Ownership of Documents** – HUB shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by HUB upon request by the City.
9. **Non-Discrimination** – HUB hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
10. **Indemnification** – HUB shall indemnify, defend, and hold harmless the City and its officers, agents, and employees against all claims, suits, demands, judgments, and expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises in the performance of this Agreement. This indemnification provision, however, shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."
11. **No Third-Party Benefit** – Nothing herein expressed or implied is intended or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

- 12. Governing Law and Venue** – This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
- 13. ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the City Council of the City.
- 14. NOTICES** – All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, returned receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

CITY:**City of Manor**

Attn: Scott Moore
 City Manager
 105 E. Eggleston St.
 Manor, TX 78653

HUB:**HUB International**

Attn: Brent Weegar
 Senior Vice President
 10000 N. Central Expwy., Suite 1200
 Dallas, TX 75231

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

- 15. GENERAL COMPLIANCE** - HUB agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.
- 16. WAIVER OF CONTRACTUAL RIGHT** – The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 17. ENTIRE AGREEMENT** – This Agreement and its exhibits contain the entire agreement between the parties, with respect to the subject matter herein, and there are no other agreements whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 18. AMENDMENTS** – The CITY or HUB may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City Council of the City.
- 19. SEVERABILITY** – If any clause or provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting

such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. **Counterparts** – This Agreement may be executed in two or more counterparts, each of which will be deemed original, but all of which together constitute the same instrument.
21. 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, HUB represents that neither HUB nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of HUB (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycott 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.
22. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, HUB represents that HUB nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of HUB is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
23. HUB 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).
24. HUB 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.

- 25. Form 1295** – Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the online Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions, or renewals.
- 26. Representations** – HUB represents and warrants that HUB is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the HUB to his Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals as of the date first written above.

City of Manor

HUB International

Signature

Signature

Scott Moore

Brent Weegar

Print

Print

City Manager

Senior Vice President

Title

Title

Date

Date

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

EXHIBIT "A"

SCOPE OF SERVICES

ANALYSIS AND REPORTING

1. Analyze existing coverage and identify or develop cost -saving alternative benefit strategies and plans.
2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide actuarial analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the CITY in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain, and update comparison reports of other similar sized public and private companies' benefit plan offerings and costs to determine their competitiveness with the CITY's programs.
7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as costs analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
9. Assist in preparing overall employee insurance fund budget and projections.
10. Prepare and present reports on trends, new products and audits, as requested.
11. Regularly monitor and evaluate performance measures and guarantees of providers.
12. Provide monthly claim updates and perform quarterly reviews of such.
13. Maintain full and accurate records with respect to all matters and services provided on behalf of the CITY's benefit plans and programs. Provide CITY staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the CITY's benefit plans and programs.
14. Assist with data collection, informational requests for GASB 45 valuations and provide strategic recommendations to mitigate liability.
15. Provide impact analysis, plan options, and strategic recommendations with regard to PPACA.

B. LIAISON AND PROBLEM INTERVENTION

1. Act as liaison between the CITY and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with CITY staff, employees and/or retirees to facilitate and assist in the management of the CITY's employee benefit plans.
5. Act as an advocate in appeal, arbitration or court process between the CITY and the

providers on unresolved issues if needed; provide advice when needed to enforce employee, retiree or their dependents' rights.

6. Assist the CITY in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. COMPLIANCE

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to the CITY staff, as needed, regarding regulatory updates, and/or Best Practice seminars for the effective administration of benefit plans.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefit programs.
4. Assist the CITY staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.
7. Assist with single non-profit trust for premium tax purposes (as applicable).

D. ANNUAL RENEWAL PROCESS AND EVALUATION

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Bid the CITY health insurance program and employee and retiree benefits on an "as needed" basis. Review proposals and prepare an analysis of each with recommendations.
3. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
4. Recommend appropriate plans to ensure that quality and cost-effective benefits are provided by the plans.
5. Provide annual estimates of renewal rates and cost trends and assist the CITY staff in preparation of budget figures.
6. Conduct thorough and applicable market research in preparation for contract renewals.
7. Assist in negotiating pricing with administration vendors and insurance carriers on renewals and service modification requests.
8. Represent the CITY in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, insurance booklets, premium and copay rates, and quality assurance standards.
9. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
10. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.

11. Review rate proposals to ensure underlying assumptions are appropriate and accurate to the CITY.
12. Provide communication development and support for the annual enrollment period, new benefit offerings and/or changes to the existing benefit offerings.
13. Attend, assist with, and coordinate the annual Benefits Fair and Open Enrollment meetings.

E. OTHER SERVICE REQUIREMENTS

1. Assist in the development of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of the CITY's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, handbooks, and employee orientation, to include required compliance notices.
4. Provide timely research and responses to technical questions posed by CITY staff.
5. Provide regular and timely communications needed for the effective administrative of benefit plans.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefit plans, methods for improving costs containment, financial arrangements and administration.
7. Provide access to published benefit - related survey information.
8. Develop additional benefits communications specific to the needs of the CITY's employees and retirees.
9. Attend and assist with meetings with the Board, staff and employees.
10. Recommend particular broker-sponsored seminars, benefit events and educational forums that would be beneficial to the CITY.
11. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
12. Work collaboratively with other consultants and CITY staff.
13. Manage plan transitions as necessary between insurance providers.
14. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.
15. Prepare and administer employee benefit survey as needed.



Advocacy. Tailored Insurance Solutions. Peace of Mind

Item 13.

March 3, 2024



City of Manor

2024 Informal Plan Review

Brett Bowers, MBA – Public Sector Employee Benefits Specialist

HUB International

HUB International is pleased to provide analysis and recommendations for the City of Manor’s health and welfare benefits plans. The primary purpose of this undertaking is to review current coverages compared to public sector benchmarks with a focus on lowering the City’s cost/risk, reducing employees’ costs, and promoting consumerism and engagement by offering diversity in the coverages offered.

Our approach to employee benefits is different than the insurance purchasing pattern used by most brokers as HUB does not merely operate year to year but rather develops a 2–3-year strategy.

Our knowledge and understanding will help the City of Manor to maximize quality and manage costs effectively and will help drive value as we assist to create the best protection for your city, help to provide the best employee experience when it comes to your benefit plans and support growth into the future.

We serve over 500 public-sector clients across the state, including municipalities, school districts, counties, water authorities, health districts and state government agencies. Our client retention rate is 98%. Regarding employee benefit plans, there are a unique set of rules and culture that apply to public entities. With that in mind, it’s important to partner with a consulting team who has significant experience working with public sector employers and employees, and there are few, if any, consultants nationally who can match the experience of HUB International.



Public Sector Experience

Small Clients < 50			
Client Name	# of Employees	Client Name	# of Employees
City of Heath	47	City of Eldorado	19
City of Van Alstyne	45	Town of Northlake	18
City of White Oak	44	City of Blue Mound	15
City of Haslet	25	City of Big Sandy	11
City of Parker	25	Town of Zwolle	10
City of Glen Rose	25	Town of Ponder	8
City of Sansom Park	21	City of Alvord	7
Village of Columbus	20	Town of Providence Village	6
City of Pelican Bay	20	City of Valley View	5
Denton County Fresh Water Supply District #10	20	Town of Bartonville	4



Medium Clients 50-500			
Client Name	# of Employees	Client Name	# of Employees
Greg County	500	City of Celina	154
City of Laporte	480	City of Sanger	144
City of The Colony	380	City of Belton	141
City of Missouri City	370	City of Saginaw	140
City of Hurst	370	City of West University Place	139
City of Wylie	350	City of Bastrop	135
City of Euless	349	City of Nederland	134
City of Pflugerville	330	Universal City	126
City of Cleburne	325	Upper Trinity Regional Water District	125
City of Burleson	310	City of Lake Worth	123
City of Bedford	300	City of Red Oak	120
City of Lancaster	275	City of Angleton	120
City of Duncanville	260	Northeast Texas Public Health District	103
City of Denison	255	City of Seabrook	102
City of Kyle	255	City of Dickinson	102
Brazos River Authority	219	City of Live Oak	101
City of Harker Heights	200	City of Lago Vista	92
City of Mineral Wells	180	City of Belmead	89
City of Plainview	180	City of Hewitt	84
City of Colleyville	180	Lavaca-Navidad River Authority	78
City of Hutto	178	Town of Trophy Club	70
City of Fomey	175	City of Santa Fe	68
City of Corinth	161	City of Fair Oaks Ranch	65
City of Richmond	160	Capital Area Council of Governments	61
City of Stephenville	160	City of Socorro Texas	58
City of Burnet	157	Texoma Council of Governments	51



Large Clients > 500			
Client Name	# of Employees	Client Name	# of Employees
CyFair ISD	12,000	Cameron County	1,000
El Paso ISD	7,500	City of Coral Springs	936
Ysleta ISD	6,200	City of Longview	913
Abilene ISD	3,000	City of Carrollton	800
City of Corpus Christi	2,800	City of Georgetown	775
City of Amarillo	2,300	City of Lewisville	759
City of Gainesville	2,200	City of Galveston	750
City of Garland	2,100	City of Allen	700
Brazoria County	1,400	City of Pearland	680
Webb County	1,300	City of Conroe	632
City of Wichita Falls	1,241	City of Texarkana	570
City of Richardson	1,039	City of League City	538

Medical Plan

MEDICAL BENEFITS		Texas Health PPO Copay 750-4k ER
Deductible		
In-Network		\$750 Ind./ \$1,500 Fam.
Non-Network		\$1,500 Ind. /\$3,000 Fam.
Out Of Pocket Max		Includes Ded. / Copays / Coinsurance
In-Network		\$4,000 Ind./ \$8,000 Fam.
Non-Network		Unlimited
Coinsurance		
In-Network		20%
Telemedicine		\$0
Physician Office Visit		
In-Network		\$35
Specialist Office Visit		
In-Network		\$60
Outpatient Lab, X-ray		
In-Network		included in OV
Major Imaging		
In-Network		Ded./ 20%
RehabTherapy PT / OT / ST		
In-Network		\$60
Non-Network		Ded./ 50%
Emergency Room		
In-Network		\$500/ 20%
Urgent Care		
In-Network		\$75
Prescriptions		
Network Retail Pharmacy		\$10/\$20/\$70/\$120/\$150/\$250
Network Mail Order		3
Preventive Generic		\$0 Copay
Mac A/ ST /QL / PA		Included

❑ Network: BCBS of Texas

City of Manor Medical Plans compared to Benchmark

	Public Sector Traditional (PPO / EPO)	Public Sector HDHP (HSA or HRA)	City of Manor	
Number of Enrolled Employees	24,201		109	
Carrier			Texas Health	
Average Plans Offered #	2.4		1	
Plan Type	Traditional	HDHP	Traditional	HDHP
Subscriber Enrollment	17,514	6,687	109	0
% of Total Enrollment	72%	28%	100%	0%
HSA or HRA Contribution		\$941 EE \$1,409 Fam		
Individual Deductible	\$1,700	\$3,300	\$750	
Family Deductible	\$3,900	\$6,500	\$1,500	
Individual Out of Pocket	\$4,400	\$5,200	\$4,000	
Family Out of Pocket	\$9,400	\$9,800	\$8,000	
Coinurance	20%	20%	20%	
Office Visits/Dr. Services	\$25 PCP copay	20% after deductible	\$35 PCP Copay	
Specialist Visits/Dr. Services	\$50 specialist copay	20% after deductible	\$60 Copay	
Urgent Care	\$65 Copay	20% after deductible	\$75	
Onsite / Nearsite Clinic	15% of groups have On-Site / Nearsite Health Clinics		N/A	
Emergency Room	\$350 Copay	20% after deductible	\$500 + 20%	
Inpatient Surgery	20% after deductible	20% after deductible	20% after deductible	
Outpatient Surgery	20% after deductible	20% after deductible	20% after deductible	
Advanced Imaging (MRI / CT / CAT)	20% after deductible	20% after deductible	20% after deductible	
Pharmacy - Retail Only	Traditional	HDHP	Traditional	HDHP
Tier 1 - Generic	\$10	\$10	\$10	
Tier 2 - Preferred Brand	\$35	\$30	\$20	
Tier 3 - Non Preferred Brand	\$75	\$80	\$70	
Specialty Medication	\$150	\$150	\$250	

95% of mid-sized cities offer a HDHP

The average participation in the HDHP plan is 28%

- ❑ Compared to the Public Benchmark, the City's deductible and OOP Max is better.
- ❑ Recommend the City offer another Medical Plan. A "Buy-down" HDHP plan with a Health Savings Account.
 - Employees electing to "buy-down" into the HDHP would receive money into their H.S.A. to help offset out of pocket costs. **An HDHP is typically attractive to healthier people who don't expect to need health care except in the event of an unforeseen health emergency.*

City of Manor rates/contributions compared to Benchmark

	Public Sector Traditional (PPO / EPO)	Public Sector HDHP (HSA or HRA)	City of Manor	
Employee Contributions				
Plan	Traditional	HDHP	Traditional	HDHP
Employee	\$44	\$9	\$0	
EE + Spouse	\$420	\$295	\$796	
EE + Child	\$313	\$220	\$587	
EE + Family	\$671	\$481	\$1,507	
Per Capita Cost	*Average of Public Sector		City of Manor	
Total Per Capita Cost	\$13,692		\$10,068	
Employer Per Capita Cost	\$11,605		\$9,275	
Employee Per Capita Cost	\$2,086		\$794	

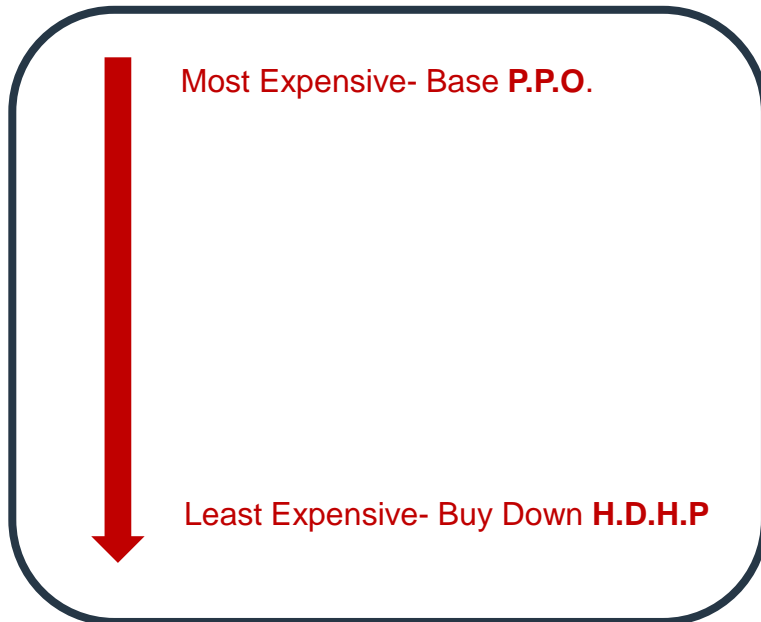
- ❑ The City of Manor's cost for employees to enroll their dependents is much higher than the Public Sector Benchmark.
- ❑ On average, Texas cities cover 54% of the dependent costs whereas the City of Manor pays 0%.
- ❑ Offering a "buy-down" HDHP plan will help employees reduce the costs of enrolling their dependents. A direct correlation exists between the overall cost of the plans and the cost of enrolling dependents.
- ❑ Typically, the contribution strategy will be set up to incentivize employees into the lowest cost plan which is designed to transform the way health care is delivered and purchased. The goal is to make employees engaged consumers of their health care.
- ❑ Many municipalities offer rate differentials to employees who get their annual physical or are tobacco-free.

Medical Premium – Texas Health

MEDICAL BENEFITS	PPO	Texas Health PPO
FINANCIALS	EE's	CURRENT
Employee Only	99	\$772.92
Employee & Spouse	2	\$1,569.04
Employee & Child(ren)	7	\$1,360.34
Employee & Family	1	\$2,280.06
	109	
Monthly Premium		\$91,459.60
Annual Months		\$1,097,515.20

- ❑ Should the City move forward to issue an RFP for 6/1/24 benefits, HUB recommends the City establish a benefit trust to eliminate the premium tax / reduce rates by 1.75% (in the event another medical carrier is selected).
 - Approximately \$19,000 annual savings

Medical Plans



Depending on an employee's financial situation and healthcare needs, they will enroll in the plan that best meets their needs with consideration to **the monthly premiums, the plan's provider network and expected out-of-pocket costs.** These will all factor into determining which plan will best fit an individual's needs and budget.

Dental Plan

DENTAL BENEFITS		Texas Health Dental III CURRENT
Annual Deductible		\$50 individual / \$150 family
Type A – Preventive Care		No Waiting Period
Deductible		None
(2) Oral Exams per calendar year		No Cost
(2) Fluoride treatments-children under 18 per calendar year		No Cost
(2) Cleanings per calendar year		No Cost
Sealants for children under 13 not to exceed \$300 per calendar year		No Cost
Full mouth X-ray 1 series in a (60) consecutive month period		No Cost
Periapical and Intraoral X-rays		No Cost
Bitewings X-rays once per calendar year		No Cost
Type B – Basic Restorative		No Waiting Period
Coinurance		20%
Emergency Exams		20%
Non-preventive X-rays		20%
Amalgam and resin-based composite fillings		20%
Extractions		20%
Anesthesia		20%
Periodontics		20%
Oral Surgery		20%
Type C – Major Restorative		No Waiting Period
Coinurance		50%
Stainless Steel Crowns		50%
Replacement of Crowns		50%
Dental Implants		50%
Removable / fixed bridge-work		50%
Partial or complete dentures		50%
Orthodontic Lifetime Maxium		\$3,000 Child (up to 19)
Dental Annual Maximum		\$2,000
Usual Reasonable & Customary		90th Percentile

☐ Recommend adding a 2nd dental plan: a DHMO or a Low Plan that does not cover Orthodontia

Vision Plan

VISION BENEFITS		Avesis
Eye Exam	Network	\$10
	Non-Network	\$45 Allowance
Frames/ Lenses, and/or Contacts		CURRENT
Single Vision	Network	\$25
	Non-Network	\$30 Allowance
Bifocal Lenses	Network	\$25
	Non-Network	\$50 Allowance
Trifocal Lenses	Network	\$25
	Non-Network	\$65 Allowance
Frames	Network	\$130 Max + 20%
	Non-Network	\$70 Allowance
Medically Necessary Contacts- 1 year supply	Network	\$0 per set
	Non-Network	\$130 Allowance
Elective Contacts-1 year supply	Network	\$130 Max
	Non-Network	\$105 Allowance
Exam Frequency		12 Months
Lens Frequency		12 Months
Frames Frequency		12 Months
Network		VSP: MyRenProviders.com
Participation Requirements		100%

RATES	EE's	
Employee Only		\$6.51
Employee + 1		\$12.63
Employee & Family		\$18.90
FINANCIALS		

❑ HUB did not have the SBC for the vision plan and needs to get this from the City.

❑ Network is VSP

❑ Recommendation is move from a 3-tier rate to a 4-tier rate. Doing so will lower the cost for employees choosing to enroll their children. A bonus is standardized deductions.

Basic Life & AD&D

BASIC LIFE BENEFITS		The Standard / Texas Health
		CURRENT
Class Description	All Active Full time Employees	
Definition of Earnings	Base Annual Earnings	
Basic Life Schedule	\$10,000	
Guarantee Issue Amount	\$10,000	
Age Reduction Schedule	70-74, 60%	
	75-79, 40%	
	80+, 30%	
	Rounded to hnext higher \$1,000	
Terminates at Retirement	Yes	
Waiver of Premium	Disabled prior to age 60, 9 month waiting period, to age 65	
Accelerated Death Benefit	75%	
Conversion	Included	
Portability	Included	

- ❑ The Basic Life benefits are below public sector benchmarks.
- ❑ Recommend increasing the basic life amount to \$25,000.
- ❑ Recommend removing age reduction schedule on Basic Life Benefit. Typically, carriers can do this with minimum rate impact.

Voluntary Life & AD&D

VOLUNTARY LIFE & AD&D		The Standard / Texas Health
		CURRENT
Class Description	All Active Full time Employees	
Definition of Earnings	Base Annual Earnings	
Employee Life Schedule	Increments of \$10,000	
Employee Maximum Benefit	\$300,000 or 3 times Base Annual Earnings	
Employee Guarantee Issue Amount	\$150,000 or 3 times Base Annual Earnings	
Spouse Maximum Benefit	\$150,000 in increments of \$5,000. Not to exceed 50% of employee	
Spouse Guarantee Issue Amount	\$25,000	
Child Maximum Benefit	\$10,000	
Age Reduction Schedule	70-74, 60% 75-79, 40% 80+, 30%	
Rounded to the next higher multiple of \$1,000	Rounded to next higher \$1,000	
Waiver of Premium	Included	
Accelerated Death Benefit	75%	
Conversion	Included	
Portability	Included	

- ❑ HUB did not have the details of the voluntary life benefits for the employees and needs to get this from the City.

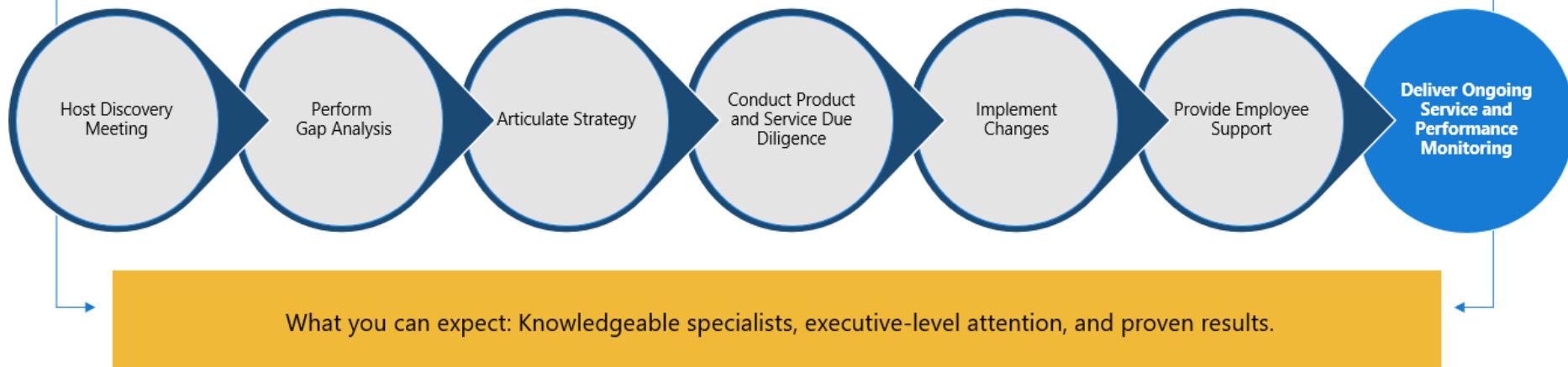
Dep. Per Unit	\$2,760
Employer Contribution	0%
Spouse	\$10,000
Children	\$2,000

- ❑ Recommendation to discontinue the Dependent Life benefit. This is an outdated benefit and the \$10k / \$2k amounts are inadequate.
- ❑ Recommend offering Voluntary Life coverage for dependents. The voluntary life benefit is ideal for employees; however, additional coverage options should be available for Spouse and Children.

A process-driven, consultative service model



To begin, we formulate a customized multi-year plan to address your specific benefits and financial budgetary requirements. Next, we leverage our integrated platform of best-in-breed products and services, including decision support resources, HR administration and compliance tools, and employee communications. We then repeat the planning process annually to help ensure success.



Benefits Broker	Benefits Consultant
Reach out to you ahead of your plan renewal with the new rates of your carriers and will likely come into the office to provide a one-hour presentation to staff covering the highlights of the plan and allowing for a question-and-answer session.	Meet quarterly to discuss emerging market trends, review utilization, strategize on ways to improve the employee's appreciation, understanding and engagement in the benefit plan. Negotiate new rates with your existing carriers and will proactively shop your plan with alternative plan designs giving you the confidence that you are moving forward with the most cost-effective but impactful plan available to your employees.
Provide limited means to control underlying costs. Advocate cost shifting in the form of increased deductibles and copays to control costs.	Return control over costs to the City. Provide detailed data driven analysis and actionable insight to help control costs.
Believe costs are dependent on the best offer of the insurance carrier.	Understand <i>improving</i> benefits is the only way to lower costs.
Do not consider the needs and wants of the employee population when creating a benefits plan.	Make benefits a real attraction and retention tool. Most importantly, help you show the investment you make in your employees by delivering the value of the plan to your employees.
Give limited information on where the money is going. Do not talk about their compensation and hidden commission. This means more income for them if the rates go up.	Bring transparency to where money is going. Are paid on a fixed fee basis and are willing to tie compensation to performance. No hidden compensation is accepted from the insurance carriers. All coverages are offered net of commission and savings go straight to the bottom line.
Offer basic benefit guides and minimal education and support at open enrollment (and throughout the year).	Help employees recognize that their total compensation is far greater than their annual salary. Offer custom benefit guides, focus on education versus benefits, utilize cell phone technology, promote wellness, facilitate all carrier interaction and handle all service issues on an ongoing basis.

Thank You!





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Phil Green, Director
DEPARTMENT: Information Technology

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Swagit Services Agreement between the City of Manor and Granicus.

BACKGROUND/SUMMARY:

In 2023, the City Council authorized the installation of an Audio/Visual system to live stream meetings held in the Council Chamber. The system that is being proposed will replace the current one (1) camera Audio/Visual system with three (3) cameras giving more coverage in the Council Chambers during meetings.

The system will be run by Swagit Services, minimizing staff involvement operating and managing the new system during live meetings. Once the new equipment has been installed and tested, the service provider will be able follow the agenda and change cameras/views as needed remotely. The new system will be housed in another room so the need for the equipment in Council Chambers will be reduced. This new system is used by many municipalities across the country and receives high acclaim. Swagit Services is registered through The Interlocal Purchasing System (TIPS), which the State of Texas recognizes as this purchasing cooperative entity for local and state agencies to utilize in procuring goods and services.

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

- Quote
- Master Subscription Agreement
- Statement of Work

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the Swagit Services Agreement between the City of Manor and Granicus in an amount not to exceed \$58,100.

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

THIS IS NOT AN INVOICE

Order Form
Prepared for
Manor, TX**Procurement Vehicle: TIPS 220105
In Support of: Manor, TX****ORDER DETAILS**

Prepared By: Natascha Halley
Phone:
Email: natascha.halley@granicus.com
Order #: Q-322716
Prepared On: 23 Feb 2024
Expires On: 29 Mar 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Avior™ PRO Remote Broadcast System - Three Camera Setup	Upon Delivery	1 Each	\$38,250.00
Advanced Caption Encoder/Decoder	Upon Delivery	1 Each	\$9,490.00
Avior™ Setup and Deployment	Upon Delivery	1 Each	\$985.00
Captioning Software Only	Upon Delivery	1 Each	\$2,850.00
Social Media eXstream Plus - Setup	Upon Delivery	1 Each	\$429.99
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each	\$6,083.00
SUBTOTAL:			\$58,087.99

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Avior™ 50	Annual	1 Each	\$20,173.00
AVIOR Control Software License	Annual	1 Each	\$1,450.00
CaptionLive ESP	Annual	100 Hours	\$11,812.00
Social Media eXstream Plus	Annual	1 Each	\$3,350.00
SUBTOTAL:			\$36,785.00

Optional Solutions			
Solution	Billing Frequency	Quantity/Unit	Associated Fee
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each	\$2,013.28
Captioning Overages	Annual	1 Hours	\$111.51
SUBTOTAL:			\$2,124.79

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ PRO Remote Broadcast System - Three Camera Setup	Avior™ PRO Remote Broadcast System: Three HD Camera Solution
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Avior™ 50	AVIOR™ 50 Managed Service SaaS: Remote Switching for up to 50 meetings per year.
AVIOR Control Software License	Annual License Fee
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s) (Optional Solution)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
CaptionLive ESP	CaptionLive ESP - Automated Transcription Service in English and Spanish with text, No cleanup, per hour
Captioning Overages (Optional Solution)	Contract Overage/a la carte: Each Additional Captioned Meeting
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
Social Media eXstream Plus	Software combined with EASE™ licensing for Facebook Live, YouTube, Instagram, Twitter, LinkedIn and live streaming.

Solution	Description
Social Media eXstream Plus - Setup	Social Media eXstream Plus - Setup
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-322716 dated 23 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Manor, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-322716 dated 23 Feb 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

Master Subscription Agreement US/Canada

This Master Subscription Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences ("**Effective Date**") between the party procuring Granicus Products and/or Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement

by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
- (ii) Use the Products as a door or signpost to another server;

- (iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;
- (iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
- (v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

- a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.
- b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "**Term**".
- c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.
- d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.
- e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly

cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees.

Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product

subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to

the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the

Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to:

(i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of

service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. Client's mailing and email address are as set forth in the Order. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102

(651) 757-4154
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform

Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

Swagit Services

Camera and Broadcast Operations. Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.

Hardware Warranty. Granicus warrants that: (i) any streaming server hardware provided by Granicus for Swagit services (as identified in the Scope of Work) when used under normal operating conditions will be fully replaced for a period of three (3) years; (ii) all proprietary software for any streaming server shall be maintained in accordance with the Service Level Agreement; and (iii) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Work as "Avior Broadcast System"), will be repaired or replaced with respect to each components manufacturer's warranties.

Granicus' Service Network. Granicus' content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Granicus is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Granicus utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored on Granicus' networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the Client's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. Client is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP, but in such an event the Client is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the Client may verify compliance with these policies at any time in consultation with Granicus engineers and officers.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Phil Green, Director
DEPARTMENT: Information Technology

AGENDA ITEM DESCRIPTION:

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

BACKGROUND/SUMMARY:

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

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

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

- Quote

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the camera system upgrade for the City of Manor from Technik Enterprise LLC in an amount not to exceed \$44,400.

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



Technik Enterprises, LLC

P.O Box 17875
AUSTIN, TX 78760
(512) 243-8007

Estimate

Eric Sutton

Customer

Name **Michael Pachnik - City of Manor**
Address _____
City **Manor** State **TX** ZIP _____
Phone **mpachnik@manortx.gov** **512-365-9311**

Date **3/7/2024**
Terms: **50% Prior**
Estimate # **4111**
Expires **3/22/2024**

Qty	Description	Unit Price	TOTAL
Manor Campus Camera Upgrade Budget Estimate			
1	40TB Blackjack Server	\$10,778.40	\$10,778.40
32	4MP IP Dome cameras	\$434.52	\$13,904.64
1	16 Ch HD Encoder	\$1,238.54	\$1,238.54
32	Camera Junction Boxes	\$26.78	\$856.96
32	Camera Wall Mounts	\$68.31	\$2,185.92
32	Camera Licenses	\$116.67	\$3,733.44
1	16 Port POE Switch	\$746.24	\$746.24
Note: Camera upgrade for City Hall, Police Department, and Public Works			
1	Misc. Parts & Supplies	\$836.10	\$836.10
48	Labor	\$125.00	\$6,000.00
0	EHP Charge (Based on Site Requirements)	\$25.00	\$0.00
Notes: "Others" to provide all structure, conduit, junction boxes, wire chase ways, 110VAC, Network, POE+, Internet access, and any additional insurance or other requirements not included in scope of work.			
Any warranty period provided by Technik begins with beneficial use. Signed Contract and initial payment required prior to start of any work.			
Ask us about our Financing options			

ALL PRICING BASED ON CASH DISCOUNT

Project	\$4,028.02
SUBTOTAL	\$44,308.27
Shipping & Handling	\$0.00
Estimated Tax Rate	8.25%
& Taxes TX	\$3,655.43
ESTIMATED TOTAL	\$47,963.70

Eric Sutton

Office Use Only



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, adopting a new Municipal Logo.

BACKGROUND/SUMMARY:

In 2023, the city initiated a branding process that involved citizen and staff input. Through a number of public meetings and presentations of the different designs and colors, the final selection was determined, which includes building the city's branding initiative around, People, Principles, Purpose, and Partnerships. The City Council will have an opportunity to further expand the branding initiative and public engagement through a series of Manor Value marketing strategies that will roll out here in 2024.

LEGAL REVIEW: Yes, Audrey Guthrie, Legal Associate
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Ordinance No. 736

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 736 amending Chapter 1 General Provisions, Article 1.02 Administration, of the Manor Code of Ordinances, to Include Section 1.02.004 Official City Logo, Repealing Prior Municipal Logos, adopting a new Municipal Logo.

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

ORDINANCE NO. 736

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.02 ADMINISTRATION, OF THE MANOR CODE OF ORDINANCES, TO INCLUDE SECTION 1.02.004 OFFICIAL CITY LOGO, REPEALING PRIOR MUNICIPAL LOGOS, ADOPTING A NEW MUNICIPAL LOGO, PROVIDING FOR APPROVED AND PROHIBITED USES, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City of Manor considered designs for updates to the official logo of the City of Manor.

WHEREAS, having chosen a design, the City Council desires to adopt a new official municipal logo to be used on city correspondence, advertising, communication, and anywhere else a municipal logo is appropriate and beneficial;

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

Section 1. Findings. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Repeal of Prior Logos. All prior logos associated with the City are hereby repealed and replaced with the logo herein described and depicted. Prior logos shall not be used to represent the City from the effective date of this ordinance except where appropriate in reference to historic Manor.

Section 3. Adoption of New Logo. The below described and depicted logo is hereby adopted as the official logo of the City of Manor.

A) Depiction:



B) Description:

The primary and secondary logos of the City of Manor reflect a large blue capital M behind a blue and white drawing of a water tower with text below it. The text states the word “MANOR” written in capital red letters with blue letters stating, “Est. TEXAS 1872” written below. The primary logo utilizes a position statement tagline. Pursuant to Guidelines depicted in Exhibit A, additional colors from the selected palette, fonts, and icons shall be utilized from time to time for various merchandise, signage, advertising, and marketing promotions by the City Manager or City Secretary in lieu of and/or in addition to Primary and Secondary Logo, as approved per this Ordinance.

C) Guidelines

The brand guidelines for the new logo are attached hereto as Exhibit A.

Section 4. Permitted Uses. The City Manager and City Secretary may authorize the use of the City logo in any place or manner in which the logo has historically been used including, but not limited to correspondence, advertising, and communication.

Section 5. Prohibited Uses. The use of the city logo by any person or use not specifically authorized by the City Manager or City Secretary is prohibited. Use of the City logo may not be approved:

- A) In support or opposition of any candidate for elective referendum, initiative, or ballot measure or in any candidate or committee campaign literature.
- B) In connection with any advertisement or promotion for any non-municipally related product, business, organization, or service whether offered for sale, or without charge.
- C) On any written or printed material designed, calculated, intended or likely to confuse, deceive or mislead the public or cause the reader of such written or printed material to believe it to be an official city publication, including circulating or distributing any such written or printed material or to suggest or assert any unauthorized city support or endorsement of any product, goods, or services.

Section 6. Offense. It shall be unlawful for any person to use the city logo in violation of this section.

Section 7. Savings Clause. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting fees or charges which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 8. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 9. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered and passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 10. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED on this 20th day of March 2024.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary



Brand Guidelines



Primary Logo

Clear Space and Sizing: Maintain a minimum clear space around the logo equivalent to the size of the letter 'M' in 'MANOR'. The logo should never be reproduced at a width smaller than 1.5 inches for print or 100px for digital applications to ensure legibility.



Secondary Logo

The logo for Manor, Texas, presents a timeless homage to its heritage with a bold navy blue 'M' and the iconic water tower, symbolizing the town's historical significance and community. The strong red 'MANOR' text and founding year 'EST. TEXAS 1872' below reinforce its storied past and patriotic ethos. This emblem is a proud representation of Manor's identity, blending tradition with communal pride.

Icons



Color Palette

CMYK: 100, 100, 34, 43 RGB: 27, 21, 73 HEX: 1B1549		CMYK: 16, 99, 98, 7 RGB: 194, 37, 40 HEX: C22528	
CMYK: 30, 100, 98, 42 RGB: 19, 8, 20 HEX: 771214	CMYK: 77, 32, 2, 0 RGB: 37, 143, 202 HEX: 258FCA	CMYK: 42, 34, 29, 0 RGB: 155, 155, 163 HEX: 9B9BA3	CMYK: 11, 14, 29, 0 RGB: 226, 212, 183 HEX: E2D4B7

Typography

ERBAUM BLACK
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

MONTERRAT BOLD
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Collateral





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on establishing regulations for naming city-owned properties and facilities.

BACKGROUND/SUMMARY:

In 2023, the City Council took steps to acquire different parcels for future city facilities and expansion of city services. In acquiring land for the purpose of being a designated gathering or meeting place, it is important that city property have an official name adopted. Currently the City of Manor does not have an official process or adopted ordinance in place for the official naming of buildings, land, or streets. The City Council is being requested to establish guidelines/regulations and procedures for naming city owned properties and facilities.

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

STAFF RECOMMENDATION

The city staff recommends that the City Council give direction to establish a process and procedures for the naming of city owned properties and facilities.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: March 20, 2024
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible Action on a Resolution of the City of Manor, Texas approving and authorizing the execution of the EntradaGlen Public Improvement District-IA#1 Reimbursement Agreement.

BACKGROUND/SUMMARY:

The purpose of this agreement (the "Reimbursement Agreement") is to establish the City's intent to reimburse the developer for PID improvements that the City will accept before levying PID assessments and issuing PID bonds. As a general rule, a city cannot pay or reimburse a developer for improvements that the City has acquired and already owns. There is an exception for PID improvements if a city, before accepting the improvements, has expressed an intent to acquire the improvements with PID funds (assessments or bonds) at a future time, and before assessments are levied. The Reimbursement Agreement considered in this item establishes that intent and as such will allow the City to acquire improvements now and then reimburse the developer for those improvements after the levy of PID assessments.

The developer is asking for this agreement now so that the City can accept already constructed PID improvements. By accepting those improvements, the City will allow the developer to get its plats approved so it can continue with the development of the PID.

The Reimbursement Agreement considered with this item provides that the City's obligation to pay for the accepted improvements begins only after the assessments are levied. (See, Sections 5 and 6(a)). As such, the City can accepted the improvements now and its payment obligation will begin after a method of payment (assessments and possibly bonds) has been authorized and established.

The maximum reimbursement amount as stated in the resolution is \$ 11,035,500 and is calculated based on the anticipated maximum amount of assessments that can be levied on property within the PID.

LEGAL REVIEW: Yes, Gregory Miller, Bond Counsel

FISCAL IMPACT: The amounts to be paid under this agreement will be funded from assessment revenues and not from the City's general or operating fund.

PRESENTATION: No

ATTACHMENTS: Yes

- Resolution No. 2024-03
- Reimbursement Agreement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2024- 03 of the City of Manor, Texas approving and authorizing the Manor EntradaGlen Public Improvement District Improvement Area #1 Reimbursement Agreement.

PLANNING & ZONING COMMISSION:

X Recommend Approval

Disapproval

None

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF MANOR, TEXAS APPROVING AND AUTHORIZING THE ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1).

WHEREAS, the City Council of City of Manor, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the EntradaGlen Public Improvement District pursuant to Resolution No. 2018-06 adopted by the City Council of the City (the “City Council”) on July 18, 2018; and

WHEREAS, the City received the “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the said petition; and

WHEREAS, on December 2, 2020, the City Council approved Resolution No. 2020-16 authorizing, establishing and creating the EntradaGlen Public Improvement District (the “District”) to finance certain public improvements authorized by the PID Act (the “Authorized Improvements”) in part with assessments levied against property within the District that will directly benefit from such improvement; and

WHEREAS, in connection with the development of the property within the District the City Council intends to approve the forms, terms, and/or provisions of a Reimbursement Agreement to be by and between Las Entradas Development Corporation and Cottonwood Holdings, LTD (together, the “Developers”) and the City.

WHEREAS, this Resolution and the Reimbursement Agreement are in furtherance of the purposes stated in that certain Development Agreement by and between the City and the Developers having an effective date of July 7, 2021, and as subsequently amended; and

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

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

Section 1. Approval of Reimbursement Agreement. The EntradaGlen Public Improvement District Reimbursement Agreement (Improvement Area #1) (the "Reimbursement Agreement"), by and between the City of Manor, Texas and Las Entradas Development Corporation, and Cottonwood Holdings, LTD, which shall have a maximum reimbursement amount not to exceed \$11,035,500, is hereby approved in substantially the form attached hereto as Exhibit A, and the

Mayor of the City is hereby authorized and directed to execute and deliver the Reimbursement Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the Reimbursement Agreement may be attested by the City Secretary.

Section 2. Additional Actions. The Mayor, Interim Finance Director, City Manager, and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Interim Finance Director, City Manager, and City Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 3. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 5. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

[Execution page follows.]

PASSED AND APPROVED on the ____ day of ____ 2024.

Dr. Christopher Harvey
Mayor, City of Manor, Texas

ATTEST:

Lluvia T. Almaraz
City Secretary

EXHIBIT A

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT (IMPROVEMENT AREA #1)**

**ENTRADAGLEN PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
(IMPROVEMENT AREA #1)**

This EntradaGlen Public Improvement District Reimbursement Agreement (Improvement Area #1) (this “Agreement”) is executed by and between Las Entradas Development Corporation and Cottonwood Holdings, Ltd. (together, the “Owners”) the City of Manor, Texas, a home rule municipality (the “City”) and (each individually referred to as a “Party” and collectively as the “Parties”) effective as of _____, 20__.

RECITALS

WHEREAS, the City, pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), authorized the creation of the EntradaGlen Public Improvement District pursuant to Resolution No. 2018-06 adopted by the City Council of the City (the “City Council”) on July 18, 2018; and

WHEREAS, the City received the “Petition for the Dissolution of the Original EntradaGlen Public Improvement District and for the Creation of a New Public Improvement District to Finance Improvements to Las Entradas and Shadowglen Subdivisions (EntradaGlen Public Improvement District)” on October 28, 2020, and the City Council conducted a public hearing on December 2, 2020, to consider the said petition; and

WHEREAS, on December 2, 2020, the City Council approved Resolution No. 2020-16 authorizing, establishing and creating the EntradaGlen Public Improvement District (the “District”) to finance certain public improvements authorized by the PID Act (the “Authorized Improvements”) in part with assessments levied against property within the District that will directly benefit from such improvement; and

WHEREAS, on July 7, 2021, City and the Owners entered into that certain EntradaGlen Public Improvement District Financing and Reimbursement Agreement (together with all amendments thereto, the “Financing Agreement”); and

WHEREAS, the Owners are currently developing the Authorized Improvements (defined below) that serve property within the District Property located within the boundaries of Improvement Area #1, as shown on **Exhibit “A”** attached hereto (“Improvement Area #1”); and [Please provide an updated map of Improvement Area #1 to attach to this Agreement]

WHEREAS, it is intended that the City Council shall pass and approve an assessment ordinance determining, among other things, the estimated costs of the Authorized Improvements allocable to Improvement Area #1 (the “Improvement Area Improvements”, which will be further described, including estimated costs of the various Authorized Improvements, in a Service and Assessment Plan) and levy assessments against certain property located within Improvement Area #1 of the District (the “Improvement Area #1 Assessments”) in accordance with the Assessment Roll attached to a Service and Assessment Plan for Improvement Area #1 (as the same may be amended or updated from time to time, the “Service and Assessment Plan”) within the District; and

WHEREAS, it is intended that PID Bonds (defined below) will be issued to finance a portion of the Actual Costs (defined below) of, among other things, the Improvement Area #1 Improvements (the Actual Costs of the Improvement Area #1 Improvements being the “Improvement Area #1 Improvements Cost”); and

WHEREAS, the City’s obligation to reimburse the Owners for the Actual Costs of the Improvement Area #1 Improvements shall (i) only be paid from Improvement Area #1 Assessments, Annual Installments (as defined in the Service and Assessment Plan) thereof collected from the Improvement Area #1 Assessed Property once such Improvement Area #1 Assessments are levied, or the proceeds of the PID Bonds issued by the City, (ii) are contingent upon the City levying such Improvement Area #1 Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments, and

WHEREAS, it is anticipated that one or more series of PID Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”) by and between the City and a legally qualified trustee selected by the City (the “Bond Trustee”); and

WHEREAS, it is anticipated that the City shall deposit the revenues received and collected by the City from the Improvement Area #1 Assessments, including foreclosure sale proceeds, first into a segregated fund held by the City (the “Operating Account”), and then further transferred pursuant to the Indenture when executed; and

WHEREAS, the Parties intend that the portion of the Improvement Area #1 Improvements Cost which is not financed by the proceeds of a series of PID Bonds shall be paid for with the hereinafter-defined Improvement Area #1 Reimbursement Obligation pursuant to the terms of this Agreement and the Financing Agreement; and

WHEREAS, following the issuance of a series of PID Bonds, the Pledged Revenues, as defined herein, will secure the PID Bonds, and then, on a subordinate basis, the Improvement Area #1 Reimbursement Obligation; and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals to this Agreement are true and correct, and are incorporated herein as part of this Agreement for all purposes.
2. Definitions. Unless otherwise defined in the Financing Agreement and/or the Indenture, the following terms shall have the definition provided herein.

(a) “Actual Costs” shall mean the Owner’s demonstrated costs for designing and constructing the Improvement Area #1 Improvements. Actual Cost(s) may include (i) the costs incurred by or on behalf of Owners for the design, planning, acquisition, installation, construction and/or implementation of such Improvement Area #1 Improvement, (ii) the costs incurred in preparing the construction plans for such Improvement Area #1 Improvement, (iii) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #1 Improvement, (iv) the costs incurred by or on behalf of the Owners for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals,

legal, accounting and similar professional services, (v) all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Improvement Area #1 Improvement, and (vi) all related permitting, zoning and public approval expenses, architectural, engineering, legal and consulting fees, governmental fees and charges, insurance premiums, and miscellaneous expenses plus interest, if any, calculated from the latter of the date of this Agreement or the respective dates of the expenditures until the date of reimbursement therefore. In the event that this definition conflicts with the same definition used in the Service and Assessment Plan, the definition in the Service and Assessment Plan controls.

(b) “Authorized Improvements” shall mean any public improvement authorized under the provisions of the PID Act and, specifically, those public improvements benefiting Improvement Area #1 as reflected in Section III of the Service and Assessment Plan.

(c) “PID Bonds” shall mean each series of special assessment revenue bonds issued by the City to finance the Actual Costs of the Improvement Area #1 Improvements, and any bonds issued to refund all or a portion of any outstanding PID Bonds.

(d) “Pledged Revenues” shall mean the sum of (i) revenues from the Improvement Area #1 Assessments levied on property owners within Improvement Area #1 less (A) administrative expenses and (B) delinquent collection costs; (ii) the moneys held in any of the funds held by the City pursuant to the Indenture pledged for payment of debt service; and (iii) any additional revenues that the City may pledge to the payment of PID Bonds.

3. City Deposit of Revenue. Until a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited into the Operating Account. After a series of PID Bonds are issued, the City shall cause the Pledged Revenues to be deposited pursuant to the Indenture once executed.

4. Payment of Improvement Area #1 Improvements Cost. The City shall pay the Improvement Area #1 Improvements Cost from the Operating Account pursuant to executed and approved Certifications for Payment (defined below) in the manner provided for in the Financing Agreement. Following the execution of the Indenture, the Bond Trustee shall pay the Improvement Area #1 Improvements Cost pursuant to executed and approved Certifications for Payment in the manner provided for in the Financing Agreement and the Indenture for PID Bonds issued for Improvement Area #1.

5. Improvement Area #1 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the City agrees to reimburse the Owners, and the Owners shall be entitled to receive from the City an amount not to exceed \$11,035,500 (the “Improvement Area #1 Reimbursement Obligation”), in accordance with the terms of this Agreement, and subject to any further limitations in the Financing Agreement, until the year following the final payment of the Improvement Area #1 Assessments (the “Maturity Date”). It is hereby acknowledged that the City is not responsible hereunder for any amount of Improvement Area #1 Improvements Cost in excess of the amount of the Improvement Area #1 Assessments collected. The Improvement Area #1 Reimbursement Obligation, including accrued and unpaid interest, shall be payable to the Owners, solely from the Pledged Revenues deposited in the Operating Account or the improvement account of the project fund created by an Indenture (the “Improvement Account”).

The Improvement Area #1 Reimbursement Obligation is authorized by the PID Act, is hereby approved by the City, and represents the total allowable costs to be assessed against Improvement Area #1 for the Improvement Area #1 Improvements that are not paid through the issuance of PID Bonds. The interest rate paid to the Owners on the Improvement Area #1 Reimbursement Obligation shall be the lesser of 1) the interest rate on the PID Bonds issued to finance the Improvement Area #1 Improvements Costs, or 2) the interest rate approved by the City Council of the City in the ordinance levying the Improvement Area #1 Assessments. Interest will accrue at the interest rate stated above from the later of: 1) final plat approval as evidenced by recording the final plat in the real property records of Travis County, Texas and 2) the levy of Improvement Area #1 Assessments. Following the issuance of PID Bonds, interest will accrue from the date of delivery of the PID Bonds at the interest rate of the PID Bonds, plus any additional interest permitted by the PID Act and the Service and Assessment Plan. Interest shall be calculated on the basis of a 360-day year, comprised of twelve 30-day months. Notwithstanding anything herein to the contrary, the City shall be under no obligation to reimburse the Owners for the Actual Costs of any Improvement Area #1 Improvements that are not accepted by the City or another governmental entity with the City's approval, and any obligation to reimburse the Owners for the Actual Costs of any Improvement Area #1 Improvements will not be due and owing unless and until the City actually levies the Improvement Area #1 Assessments.

6. Obligated Payment Sources; City's Obligation Limited.

(a) Subject to the terms, conditions, and requirements contained herein, including Section 6(b) hereof, the Improvement Area #1 Reimbursement Obligation, plus accrued and unpaid interest as described above (collectively, the "Unpaid Balance"), is payable to the Owners and secured under this Agreement solely as described herein. No other City funds, revenue, taxes, income, or property shall be used even if the Improvement Area #1 Reimbursement Obligation is not paid in full at the Maturity Date. The Improvement Area #1 Reimbursement Obligation is not a debt of the City, within the meaning of Article XI, Section 5, of the Constitution of the State of Texas. The City acknowledges and agrees that until the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest is paid in full, the obligation of the City to use amounts on deposit in the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest to the Owners are absolute and unconditional and the City does not have, and will not assert, any defenses to such obligation. The City's obligation to pay the Unpaid Balance related to the Improvement Area #1 Reimbursement Obligation for the Improvement Area #1 Improvements constructed for the benefit of the Improvement Area #1 Assessed Property shall (i) only be paid from such Improvement Area #1 Assessments levied in Improvement Area #1 and collected from the Improvement Area #1 Assessed Property once such Improvement Area #1 Assessments are levied, (ii) are contingent upon the City levying such Improvement Area #1 Assessments, and (iii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments. The Parties agree that the levying of the Improvement Area #1 Assessments will create the funds out of which the City will pay its obligation under this Agreement and, until such time, this Agreement does not create an obligation of the City.

(b) Notwithstanding the foregoing, if any portion of the Unpaid Balance for Improvement Area #1 remains unpaid after all PID Bond proceeds in the Project Fund (as defined in the applicable Indenture) for the PID Bonds for Improvement Area #1 are expended, pursuant to the terms of the applicable Indenture, all Property within Improvement Area #1 which benefits

from the Improvement Area #1 Improvements have had an Improvement Area #1 Assessment levied thereon, and all Improvement Area #1 Assessments levied have been pledged as security for the PID Bonds, then the remaining Unpaid Balance for Improvement Area #1 shall be discharged and shall no longer be due and owing.

7. City Collection Efforts. The City will use all reasonable efforts to receive and collect, or cause to be received and collected by the Travis County Tax Assessor-Collector, the Improvement Area #1 Assessments (including the foreclosure of liens resulting from the nonpayment of the Improvement Area #1 Assessments or other charges due and owing under the Service and Assessment Plan) in the manner described in Article IV of the Financing Agreement.

8. Process for Payment for the Improvement Area #1 Reimbursement Obligation. The Owners may submit to the City a written request for payment in the form and manner provided for in the Financing Agreement (a "Certification for Payment") of any funds then available in the Operating Account following February 1st of each year. Upon receipt of the Certification for Payment for the Improvement Area #1 Improvements described in the Service and Assessment Plan with all required documentation attached, the City shall cause available funds within the appropriate account under the Indenture or the Operating Account to be disbursed to the Owners within thirty (30) days. This process will continue until the Improvement Area #1 Reimbursement Obligation and accrued and unpaid interest is paid in full, until PID Bonds are issued in an amount sufficient to pay the unpaid Improvement Area #1 Reimbursement Obligation in full, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, or until the Unpaid Balance is discharged pursuant to Section 6(b) hereof.

9. Termination. Once either (i) all payments paid to the Owners under this Agreement are equal to the Improvement Area #1 Reimbursement Obligation plus any accrued and unpaid interest, (ii) PID Bonds are issued to reimburse the Owners for the Actual Costs of the Authorized Improvements benefiting Improvement Area #1, the proceeds of which equal the Improvement Area #1 Reimbursement Obligation, less any amounts required for reserves and any other costs or expenses associated with issuing the PID Bonds, and less any payments made from the Bond Trustee pursuant to this Agreement, (iii) a combination of (i) and (ii) above that, collectively, is equal to the Improvement Area #1 Reimbursement Obligation, (iv) the Unpaid Balance is discharged pursuant to Section 6(b) hereof, or (iv) the Maturity Date is reached, this Agreement shall terminate; provided, however that if on the Maturity Date, any portion of the Improvement Area #1 Reimbursement Obligation or accrued and unpaid interest remains unpaid, such Improvement Area #1 Reimbursement Obligation shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further, however, that if any Improvement Area #1 Assessments remain due and payable and are uncollected on the Maturity Date, such Improvement Area #1 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied, first, to any amounts due in connection with Improvement Area #1 for any outstanding PID Bonds, and then paid to the Owners and applied to the Improvement Area #1 Reimbursement Obligation. Under no circumstances will either payments made under this Agreement or the PID Bonds exceed the Reimbursement Obligation.

10. Non-Recourse Obligation. The obligations of the City under this Agreement are non-recourse and payable only from (A) PID Bonds, if issued, and/or (b) the Improvement Area #1 Assessment Revenues in the Operating Account, and such obligations do not create a debt or

other obligation payable from any other City revenues, taxes, income, or property. Neither the City nor any of its elected or appointed officials nor any of its employees shall incur any liability hereunder to the Owners or any other party in their individual capacities by reason of this Agreement or their acts or omission under this Agreement. Owners acknowledges that no appropriation of City funds has been or will be made to provide payments due under this Agreement. Further, Owners acknowledges that the only source of funds for payment under this Agreement is from the Operating Account or the Improvement Account created by an Indenture to pay the Improvement Area #1 Reimbursement Obligation. The Parties further agree that the City's obligation under this Agreement to reimburse the Owners for the Improvement Area #1 Improvements shall only be paid from (A) the PID Bonds, if issued, and/or (B) the Improvement Area #1 Assessments collected from the Improvement Area #1 Assessed Property and held in the Operating Account, and such obligation (i) is contingent upon the City levying such Improvement Area #1 Assessments, and (ii) will not be due and owing unless and until the City actually levies such Improvement Area #1 Assessments.

11. Mandatory Prepayments. Notwithstanding any provision of this Agreement to the contrary, the Parties hereby acknowledge and agree that to the extent a prepayment of an Improvement Area #1 Assessment is due and owing pursuant to the provisions of a Service and Assessment Plan (including any requirement to provide notice to Owners pursuant to the provisions thereof) in effect as of the date of this Agreement and remains unpaid for ninety (90) days after such notice, the City, upon providing written notice to the Owners, may reduce the amount of the Improvement Area #1 Reimbursement Obligation by a corresponding amount, provided, however, any reduction shall never result in a reduction in the amount of the Improvement Area #1 Reimbursement Obligation to be less than zero.

12. No Waiver. Nothing in this Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside of this Agreement against any person or entity involved in the design, construction, or installation of the Improvement Area #1 Improvements.

13. Governing Law, Venue. This Agreement is being executed and delivered, and is intended to be performed in, the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of a dispute involving this Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Travis County, Texas.

14. Notice. Any notice required or contemplated by this Agreement shall be deemed given at the addresses shown below: (i) one (1) business day after deposit with a reputable overnight courier service for overnight delivery such as FedEx or UPS; or (ii) one (1) business day after deposit with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

If to City: City of Manor
 Attn: Scott Moore, City Manager
 105 E. Eggleston St.
 Manor, Texas 78653

With a copy to: _____
 Attn: _____

If to Owner: _____
 Attn: _____

With a copy to: _____
 Attn: _____

15. Invalid Provisions; Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Agreement shall remain in full force and effect. If any provision of this Agreement directly conflicts with the terms of the Indenture, the Indenture shall control.

16. Exclusive Rights of Owners. Owner's right, title and interest into the payments of Improvement Area #1 Reimbursement Obligation (including any accrued and unpaid interest thereon), as described herein, shall be the sole and exclusive property of Owners (or its Transferee (defined below)) and no other third party shall have any claim or right to such funds unless Owners transfers its rights to its Improvement Area #1 Reimbursement Obligation (including any accrued and unpaid interest thereon) to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owners has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole, all of the Owner's right, title, or interest under this Agreement including, but not limited to, any right, title or interest of Owners in and to payment of its Improvement Area #1 Reimbursement Obligation plus any accrued and unpaid interest thereon (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including (A) the name and address of the Transferee and (B) a representation by the Owners that the Transfer does not and will not result in the issuance of municipal securities by any other state of the United States or political subdivision thereof is provided to the City. The Owners agrees that the City may rely conclusively on any written notice of a Transfer provided by Owners without any obligation to investigate or confirm the Transfer.

17. Assignment.

(a) Subject to subparagraph (b) below, Owners may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party in connection with the sale of the Project and in connection with a corresponding assignment of the rights and obligations in the Financing Agreement to any party, so long as the assignee has demonstrated to the City's satisfaction and consent that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned, which consent shall not be unreasonably withheld, and so long as the assigned rights and obligations are assumed without modifications to this Agreement or the Financing Agreement with respect to the Improvement Area #1 Reimbursement Obligation. Owners shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, Owners shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the Project so assigned.

(b) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign (defined in the Financing Agreement) unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

(d) Provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written approval of the City Council if such conveyance, transfer, assignment, mortgage, pledge or other encumbrance would result in the payments hereunder being pledged to the payment of debt service on public securities issued by any other state of the United States or political subdivision thereof.

(e) Notwithstanding anything to the contrary contained herein, this Section 17 shall not apply to Transfers which shall be governed by Section 16 above.

(f) It is hereby acknowledged that the limitations on the ability to make a Transfer as described in Section 16 above shall also apply to the Designated Successors and Assigns.

18. Failure; Default; Remedies.

(a) If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be

extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

(b) If the Owners are in Default, the City's sole and exclusive remedy shall be to seek specific performance of this Agreement. No Default by the Owners, however, shall: (1) affect the obligations of the City to use the Pledged Revenues on deposit in the Operating Account or the Improvement Account as provided in Section 5 of this Agreement; or (2) entitle the City to terminate this Agreement. In addition to specific performance, the City shall be entitled to attorney's fees, court costs, and other costs of the City to obtain specific performance.

(c) If the City is in Default and fails to cure after being notified, the Owner's shall request non-binding mediation before (1) seeking a writ of mandamus to compel performance by the City; or (2) seeking specific performance of this Agreement.

19. Estoppel Certificate. Within thirty (30) days after the receipt of a written request by Owners or any Transferee, the City will certify in a written instrument duly executed and acknowledged to any person, firm or corporation specified in such request as to (i) the validity and force and effect of this Agreement in accordance with its terms, (ii) modifications or amendments to this Agreement and the substance of such modification or amendments; (iii) the existence of any default to the best of the City's knowledge; and (iv) such other factual matters that may be reasonably requested.

20. Verifications of Statutory Representations and Covenants. The Owners makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Owners within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Owners represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code.

(b) No Boycott of Israel. The Owners hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Owners hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section

2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Owners hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

21. Form 1295. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Owners hereby represents that it is a publicly traded business entity or a wholly-owned subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Agreement.

22. Miscellaneous.

(a) The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Owners to enforce its remedies under this Agreement.

(b) Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owners any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of the City and the Owners.

(c) This Agreement may be amended only by written agreement of the Parties.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date written on the first page of this Agreement.

CITY OF MANOR, TEXAS

By: _____

Dr. Christopher Harvey
Mayor, City of Manor, Texas

ATTEST:

By: _____

Lluvia T. Almaraz
City Secretary

STATE OF TEXAS

§§§

COUNTY OF TRAVIS

BEFORE ME, a Notary Public, on this day personally appeared, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this day of , 20 .

Notary Public, State of Texas

(SEAL)

[Signatures Continue on Next Page]

OWNERS:

 (a [Texas] [])

By: _____
 (a [] corporation)

By: _____
 Name: _____
 Title: _____

And

 (a [Texas] [])

By: _____
 (a [] corporation)

By: _____
 Name: _____
 Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, the _____ of _____, a [Delaware] corporation, the General Partner of _____, a [Texas] limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 20__.

(SEAL)

 Notary Public, State of Texas

Exhibit “A”
Improvement Area #1