



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

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## City Council Regular Meeting

Wednesday, April 19, 2023 at 7:00 PM

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

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### AGENDA

This meeting will be live streamed on Manor's YouTube Channel

You can access the meeting at <https://www.youtube.com/@cityofmanorsocial/streams>

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

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

**A. Declaring Saturday, April 22, 2023, as “Earth Day”**

**PUBLIC COMMENTS**

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

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

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

## PUBLIC HEARINGS

- 1.** Conduct a public hearing on annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.  
*Submitted by: Scott Dunlop, Development Services Director*
- 2.** Conduct a public hearing on annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.  
*Submitted by: Scott Dunlop, Development Services Director*
- 3.** Conduct a public hearing on an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).  
*Applicant: Saavy ATX Realty LLC*  
*Owner: Wenkai Chen*  
*Submitted by: Scott Dunlop, Development Services Director*
- 4.** Conduct a public hearing on an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).  
*Applicant: DB Land Consulting LLC*  
*Owner: SAMPSG PROPERTIES LLC*  
*Submitted by: Scott Dunlop, Development Services Director*
- 5.** Conduct a public hearing on an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).  
*Applicant: Jackson Walker*  
*Owner: Krantz Properties*  
*Submitted by: Scott Dunlop, Development Services Director*
- 6.** Conduct a public hearing on an ordinance annexing 22.78 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way in the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.  
*Submitted by: Scott Dunlop, Development Services Director*
- 7.** Conduct a public hearing on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).  
*Applicant: Westwood Professional Services*  
*Owner: Lone Star Electric*  
*Submitted by: Scott Dunlop, Development Services Director*

- 8. Conduct a public hearing on an ordinance rezoning two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).  
Applicant: Couronne Co.  
Owner: Couronne Company, Inc.  
Submitted by: Scott Dunlop, Development Services Director**
- 9. Conduct a public hearing on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W Parsons Street, Manor, TX.  
Applicant: Carney Engineering, PLLC  
Owner: Carney Engineering, PLLC  
Submitted by: Scott Dunlop, Development Services Director**
- 10. Conduct a public hearing on amendments to Chapter 14 Zoning of the Manor code of ordinances to modify the definition of Hospital Services; modify the Residential Land Use Table relating to Single-Family Attached (2 units) and Single-Family Detached uses; modify the Residential Land Use Conditions Table relating to Single-Family Attached (2 units) and Single-Family Detached uses; modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through uses; modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through uses; modify Non-Residential and Mixed-Use Development Standards relating to Maximum Dwelling Units; modify Non-Residential and Mixed-Use Development Standards Table Notes relating to alleys within the Historic District; modify Accessory Structures relating to gross floor area; modify architectural standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial uses; modify procedures relating to Planned Unit Development (PUD) uses; modify procedures relating to a final site plan; and modify procedures relating to amendments to the Comprehensive Plan. 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.*

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

- April 5, 2023, City Council Called Special Session; and
- April 5, 2023, City Council Regular Meeting

**12. Consideration, discussion, and possible action on the acceptance of the March 2023 Departmental Reports.**  
*Submitted by: Scott Moore, City Manager*

- Police – Ryan Phipps, Chief of Police
- Finance – Lydia Collins, Director of Finance
- 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 – Debbie Charbonneau, Heritage and 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

**REGULAR AGENDA**

**13. Consideration, discussion, and possible action on a Stormwater Drainage Fee Program.**  
*Submitted by: Scott Dunlop, Development Services Director*

**14. First Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Definition of Hospital Services; Modify the Residential Land Use Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify the Residential Land Use Conditions Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts Relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Development Standards Relating to Maximum Dwelling Units; Modify Non-Residential and Mixed-Use Development Standards Table Notes Relating to Alley Within the Historic District; Modify Accessory Structures Relating to Gross Floor Area; Modify Architectural Standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed**

**Use, Office, Commercial Institutional and Industrial Uses; Modify Procedures Relating to Planned Unit Development (PUD) Uses; Modify Procedures Relating to a Final Site Plan; and Modify Procedures Relating to Amendments to the Comprehensive Plan.**  
*Submitted by: Scott Dunlop, Development Services Director*

- 15. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.**

*Submitted by: Scott Dunlop, Development Services Director*

- 16. Consideration, discussion, and possible action on the First Amendment to the Butler Development Agreement.**

*Submitted by: Scott Dunlop, Development Services Director*

- 17. Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

*Submitted by: Scott Dunlop, Development Services Director*

- 18. First Reading: Consideration, discussion, and possible action on an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

*Submitted by: Scott Dunlop, Development Services Director*

- 19. First Reading: Consideration, discussion, and possible action on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

*Submitted by: Scott Dunlop, Development Services Director*

- 20. First Reading: Consideration, discussion, and possible action on an Ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

*Applicant: Saavy ATX Realty LLC*

*Owner: Wenkai Chen*

*Submitted by: Scott Dunlop, Development Services Director*

- 21. First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).**

*Applicant: DB Land Consulting LLC*

*Owner: SAMPSG PROPERTIES LLC*

*Submitted by: Scott Dunlop, Development Services Director*

- 22. First Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**  
*Applicant: Westwood Professional Services*  
*Owner: Lone Star Electric*  
*Submitted by: Scott Dunlop, Development Services Director*
- 23. First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).**  
*Applicant: Couronne Co.*  
*Owner: Couronne Company, Inc.*  
*Submitted by: Scott Dunlop, Development Services Director*
- 24. Consideration, discussion, and possible action on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W Parsons Street, Manor, TX.**  
*Applicant: Carney Engineering, PLLC*  
*Owner: Carney Engineering, PLLC*  
*Submitted by: Scott Dunlop, Development Services Director*
- 25. Consideration, discussion, and possible action on the Purchase Contract with Raymundo Rebollar for a wastewater easement with temporary construction easement.**  
*Submitted by: Scott Moore, City Manager*
- 26. Consideration, discussion, and possible action on the Purchase Contract with Arthur Dent Werchan for a wastewater easement with temporary construction easement.**  
*Submitted by: Scott Moore, City Manager*

## **EXECUTIVE SESSION**

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

- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding EntradaGlen PID;*
- *Section 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the NewHaven Development and Annexation Agreement;*
- *Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property; and*

- Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations.

## 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.

## REGULAR AGENDA

- 27. Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 93.775 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner and approving an agreement for the provision of services for the annexed area.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 28. Second and Final Reading: Consideration, discussion, and possible action on an Ordinance for the Final Planned Use Development for the New Haven Subdivision, two hundred and seventy-two (272) lots on 90.3 acres, more or less, and being located near the intersections of Gregg Ln and N. FM 973, Manor, TX.**  
*Applicant: Drenner Group*  
*Owner: Ashton Grey Development*  
*Submitted by: Scott Dunlop, Development Services Director*
- 29. Consideration, discussion, and possible action on the New Haven Development Agreement.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 30. Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 10.600 acre Remainder Tract.**  
*Submitted by: Scott Dunlop, Development Services Director*
- 31. Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 0.605 acre Remainder Tract.**  
*Submitted by: Scott Dunlop, Development Services Director*

## ADJOURNMENT

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

**CONFLICT OF INTEREST**

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

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

**POSTING CERTIFICATION**

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, April 14, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

**NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:**

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





## PROCLAMATION

**WHEREAS**, the first Earth Day was proclaimed in 1970 in order to educate people on responsible environmental stewardship, protect the environment and conserve resources; and

**WHEREAS**, the global theme for Earth Day 2023 is *“Invest in Our Planet”*, is focused on accelerating solutions to combat our greatest threat, climate change, and to activate everyone – governments, citizens, and businesses – to do their part. Everyone accounted for, and everyone accountable; and

**WHEREAS**, this annual celebration is a reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts for current and future generations; and

**WHEREAS**, everyone must step forward and take action to create a positive environmental change to combat the global challenges; and

**WHEREAS**, the city celebrates and supports Earth Day by implementing a variety of activities to engage our community’s awareness and participation to restore our planet.

**NOW THEREFORE**, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Saturday, April 22, 2023, as:

### *“Earth Day”*

in the City of Manor, Texas, and invite and encourage our community and businesses to use this day to celebrate the Earth and to commit to creating a cleaner and healthier environment for a better quality of life for current and future generations by planting trees, gardening, picking up litter, recycling, and conserving energy and water.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 19<sup>th</sup> day of April 2023.

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Dr. Christopher Harvey, Mayor  
City of Manor



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This is for the Gregg Lane right-of-way from Wilbarger Creek to 1002' from FM 973. It was initially annexed as part of the Monarch Ranch annexation (Ord. 634), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. The City Council approved the Resolution accepting the petition on March 15, 2023. Two public hearings are required before annexation, and this is the second public hearing. The first public hearing was held on April 5<sup>th</sup>.

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

- Petition

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council conduct the public hearing.

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

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STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**PETITION FOR VOLUNTARY ANNEXATION  
OF PROPERTY INTO THE CITY LIMITS  
OF THE CITY OF MANOR, TEXAS**

**To the Mayor and City Council of the City of Manor, Texas:**

The undersigned owner or agent of a tract of land being a portion of the right-of-way of Gregg Lane in Travis County do hereby request and petition the City of Manor (“City”), pursuant to the Texas Local Government Code, to extend the present corporate limits of the City and annex the right-of-way more fully described in Exhibit A, which description is attached and incorporated herein for all purposes.

I/We certify and swear that:

- 1. Travis County is the owner or agent of the road right-of-way described in Exhibit A; and
- 2. This request for annexation of the tract by Manor is made voluntarily.

Travis County

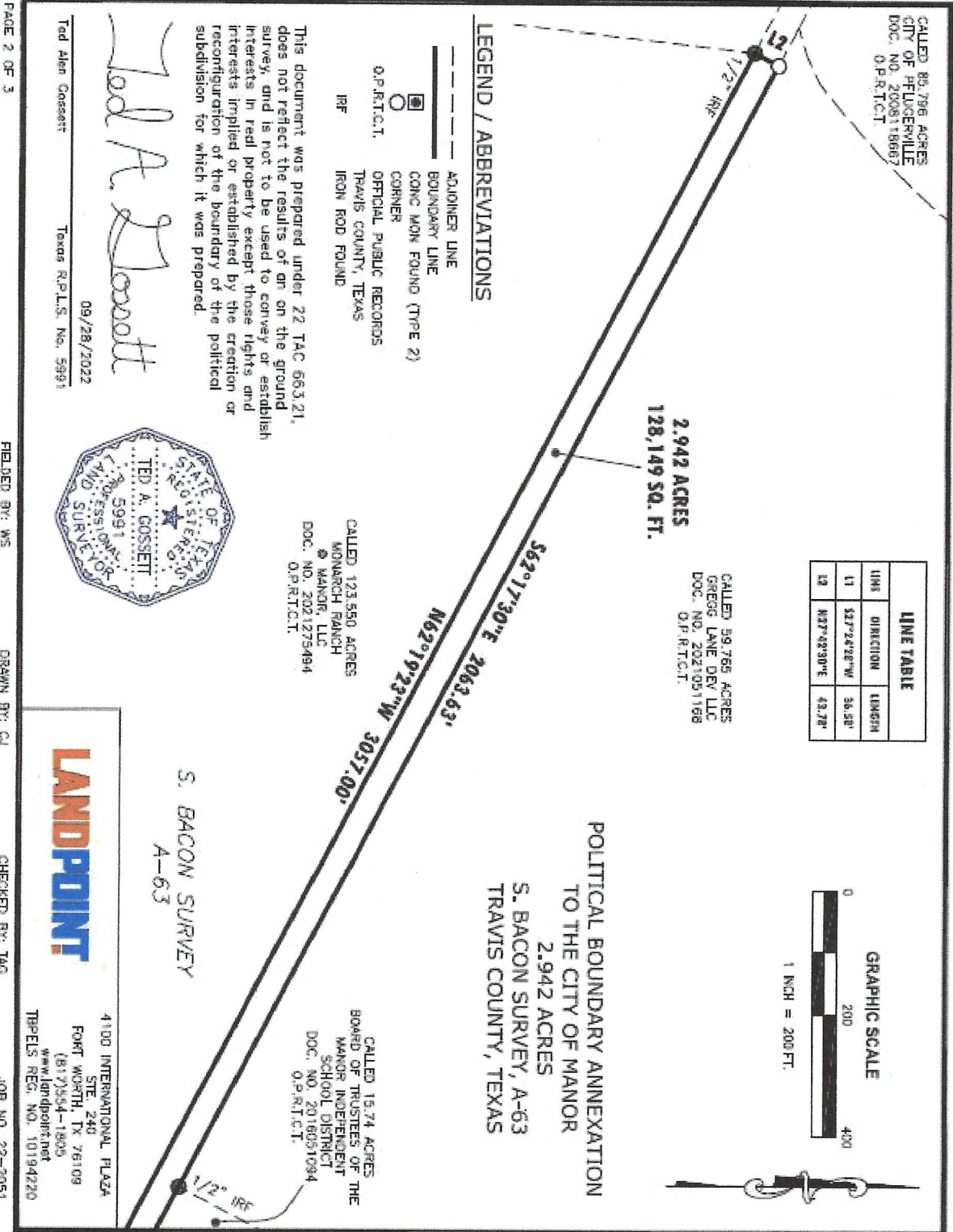
By:

DocuSigned by:  
*Andy Brown*  
C21317DB291D47D...  
Name       County Judge  
Address:   700 Lavaca St, 2nd Floor  
              Austin, TX 78701  
Date :   2/3/2023 | 1:51 PM PST

EXHIBIT A  
Right of Way Legal Description



X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg



CALLED 89.766 ACRES  
CITY OF HUNTSVILLE  
DOC. NO. 2008118667  
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S27°24'28\"/>	



CALLED 99.765 ACRES  
GREGG LANE DEV LLC  
DOC. NO. 2021051158  
O.P.R.T.C.T.

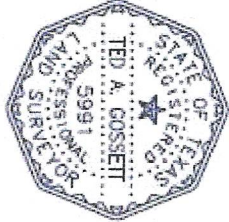
POLITICAL BOUNDARY ANNEXATION  
TO THE CITY OF MANOR  
2.942 ACRES  
S. BACON SURVEY, A-63  
TRAVIS COUNTY, TEXAS

**LEGEND / ABBREVIATIONS**

- ADJOINER LINE
- BOUNDARY LINE
- CONC. MAN FOUND (TYPE 2)
- CORNER
- O.P.R.T.C.T.
- OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY, TEXAS
- IRP
- IRON ROD FOUND

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Ted A. Gossett  
09/28/2022  
Ted Allen Gossett  
Texas R.P.L.S. No. 5991



CALLED 123.550 ACRES  
MONARCH RANCH  
© MANOR, LLC  
DOC. NO. 2021275494  
O.P.R.T.C.T.

CALLED 15.74 ACRES  
BOARD OF TRUSTEES OF THE  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
DOC. NO. 2016051094  
O.P.R.T.C.T.

S. BACON SURVEY  
A-63



4100 INTERNATIONAL PLAZA  
STE. 240  
FORT WORTH, TX 76109  
(817) 255-1805  
www.landpoint.net  
TIPPELS REG. NO. 10194220

PAGE 2 OF 3  
FIELD BY: WJS  
DRAWN BY: CJ  
CHECKED BY: TAO  
JOB NO. 22-2051

LEGAL DESCRIPTION

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being a part of Gregg Lane, a variable width right-of-way and being more particularly described by mete and bounds and follows:

BEGINNING at the East corner of said tract being described herein at a point in the Northeasterly right-of-way line of said Gregg Lane and the Southeasterly line of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas, from which a concrete monument found in the Northwesterly right-of-way line of F.M. 973 for the South corner of said 36.14 acre tract of land bears S62°05'04"E, a distance of 1002.00 feet;

THENCE S27°24'28"W, over and across said Gregg Lane, a distance of 36.58 feet to a point in the Southwesterly line of said Gregg Lane and the Northeasterly line of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch @ Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas for the South corner of said tract herein described;

THENCE N62°19'23"W, with the Southwesterly right-of-way line of said Gregg Lane and the Northeasterly line of said 123.550 acre tract of land, a distance of 3057.00 feet to a 1/2-inch iron rod found for the North corner of said 123.550 acre tract of land and the West corner of said tract herein described;

THENCE N27°42'30"E, over and across said Gregg Lane, a distance of 43.78 feet to a point in the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of that certain called 59.765 acre tract of land described in the deed to Gregg Lane Dev LLC, recorded in Document No. 2021051168, Official Public Records, Travis County, Texas for the North corner of said tract herein described;

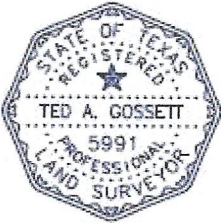
THENCE S62°17'30"E, with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 59.765 acre tract of land, a distance of 2063.63 feet to a 1/2-inch iron rod found for the South corner of said 59.765 acre tract of land and the West corner of that certain called 15.74 acre tract of land described in the deed to Board of Trustees of the Manor Independent School District, recorded in Document No. 2016051094, Official Public Records, Travis County, Texas;

THENCE S61°54'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 15.74 acre tract of land, a distance of 601.59 feet to a point for the South corner of said 15.74 acre tract of land and the West corner of said 36.14 acre tract of land;

THENCE S62°05'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 36.14 acre tract of land, a distance of 391.61 feet to the POINT OF BEGINNING and containing 2.942 acres of land.

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



*Ted A. Gossett*

09/28/2022

Ted Allen Gossett Texas R.P.L.S. No. 5991

**LANDPOINT**

4100 INTERNATIONAL PLAZA  
STE. 240  
FORT WORTH, TX 76109  
(817)554-1805  
www.landpoint.net  
TBPELS REG. NO. 10194220



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This is for the Kimbro Road right-of-way from US 290 extending south approximately 1,400'. It was initially annexed as part of the Jefferson Triangle annexation (Ord. 663), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. The City Council approved the Resolution accepting the petition on March 15, 2023. Two public hearings are required before annexation, and this is the second public hearing. The first public hearing was held on April 5<sup>th</sup>.

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

- Petition

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council conduct the public hearing.

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

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STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

**PETITION FOR VOLUNTARY ANNEXATION  
OF PROPERTY INTO THE CITY LIMITS  
OF THE CITY OF MANOR, TEXAS**

**To the Mayor and City Council of the City of Manor, Texas:**

The undersigned owner or agent of a tract of land being a portion of the right-of-way of Old Kimbro Road in Travis County do hereby request and petition the City of Manor (“City”), pursuant to the Texas Local Government Code, to extend the present corporate limits of the City and annex the right-of-way more fully described in Exhibit A, which description is attached and incorporated herein for all purposes.

I/We certify and swear that:

1. Travis County is the owner or agent of the road right-of-way described in Exhibit A; and
2. This request for annexation of the tract by Manor is made voluntarily.

Travis County

By:

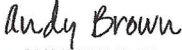
DocuSigned by:  
  
C21317DB291D47D...  
 Name      County Judge  
 Address: 700 Lavaca St, 2nd Floor  
           Austin, TX 78701  
 Date : 2/3/2023 | 1:52 PM PST

EXHIBIT A  
Right of Way Legal Description



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 2.855 ACRES OF LAND SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF OLD KIMBRO ROAD (OLD STATE HWY 20 - 80' R.O.W.), DESCRIBED IN A DEED TO THE STATE OF TEXAS, RECORDED IN VOL. 482, PG. 419, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rebar with cap stamped "4WARD BOUNDARY" found at the intersection of the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies) and the existing Easterly right-of-way line of said Old Kimbro Road, for the Westerly common corner of a called 62.8431 acre tract of land described in a General Warranty Deed to Jefferson Triangle Marine, L.P., recorded in Document No. 2008096315 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.) and of a called 4.382 acre tract of land described in a Warranty Deed with Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T.;

THENCE **South 26°27'38" West** with the existing Easterly right-of-way line of said Old Kimbro Road and the common Westerly line of said 62.8431 acre tract, a distance of **1,403.61** feet to a 1/2-inch iron rebar found for the Westerly common corner of said 62.8431 acre tract and of a called 56.652 acre tract of land described in a General Warranty Deed to Horsefeathers Farms, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 64°02'06" West** over and across the existing right-of-way of said Old Kimbro Road a distance of **79.52** feet to a Calculated Point in the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of Lot 7, KIMBRO BUSINESS PARK, a subdivision of record in Volume 86, Page 187D, of the Plat Records of Travis County, Texas (P.R.T.C.T.);

THENCE **North 25°57'54" East** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said Lot 7, a distance of **126.53** feet to a 1/2-inch iron rebar found for the Northeast corner of said Lot 7;

THENCE **North 72°12'08" West** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Northerly line of said Lot 7, a distance of **4.94** feet to a Calculated Point for the Southeast corner of Lot 6, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, a subdivision of record in Volume 93, Page 17 of said P.R.T.C.T.



KA21021 - FTM Old Kimbro Rd\Descriptions\Old Kimbro Road ROW.docx

Sheet 1 of 4

THENCE with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, the following five (5) courses and distances:

1. **North 26°35'54" East** a distance of **248.92** feet to a Calculated Point for the Easterly common corner of said Lot 6 and of Lot 5, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
2. **North 26°03'55" East** a distance of **26.15** feet to a Calculated Point;
3. **North 26°26'49" East** a distance of **284.11** feet to a Calculated Point for the Easterly common corner of said Lot 5 and of Lot 4, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
4. **North 26°28'40" East** a distance of **497.03** feet to a Calculated Point; and
5. **North 09°25'54" West** a distance of **150.32** feet to a Calculated Point at the intersection of the existing Westerly right-of-way line of said Old Kimbro Road and the existing Southerly right-of-way line of said U.S. 290, for the Northeast corner of said Lot 4;

THENCE **North 86°19'03" East** with the existing Southerly right-of-way line of said U.S. 290, over and across the existing right-of-way of said Old Kimbro Road, a distance of **200.20** feet to the **POINT OF BEGINNING** and containing 2.855 acres of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

 09/20/2022

Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



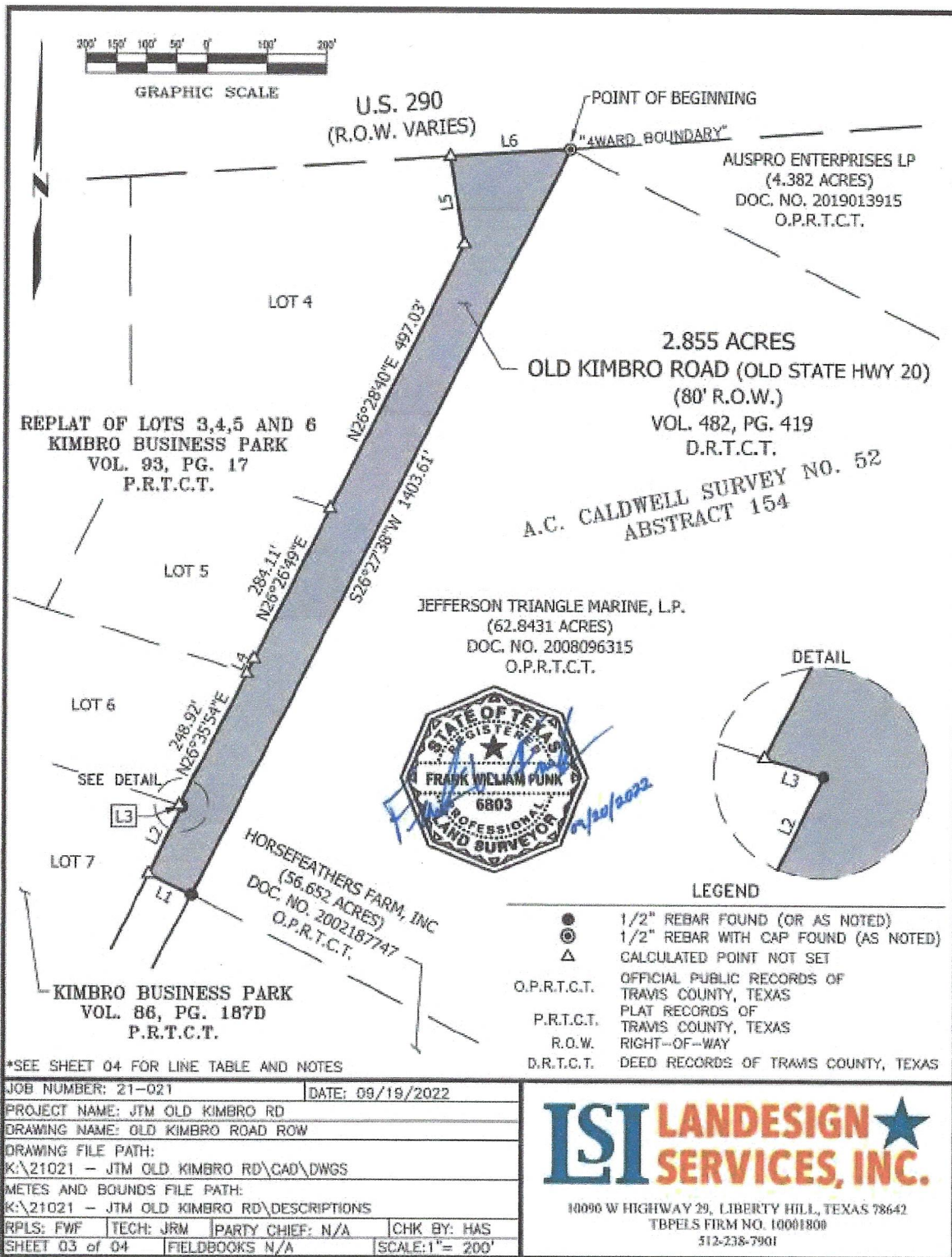
Job Number: 21-021

Attachments: K:\21021 - JTM OLD KIMBRO RD\CAID\DWG\OLD KIMBRO ROAD ROW.DWG



K:\21021 - JTM Old Kimbro Rd\Descriptions\Old Kimbro Road ROW.dwg

Sheet 1 of 1



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N64°02'06"W	79.52'
L2	N25°57'54"E	126.53'
L3	N72°12'08"W	4.94'
L4	N26°03'55"E	26.15'
L5	N09°25'54"W	150.32'
L6	N86°19'03"E	200.20'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 21-021		DATE: 09/19/2022	
PROJECT NAME: JTM OLD KIMBRO RD			
DRAWING NAME: OLD KIMBRO ROAD ROW			
DRAWING FILE PATH:			
K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\21021 - JTM OLD KIMBRO RD\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	FIELDBOOKS N/A	SCALE: 1" = 200'	



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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

*Applicant: Saavy ATX Realty LLC*  
*Owner: Wenkai Chen*

**BACKGROUND/SUMMARY:**

This is a narrow (40') but deep (250') lot on North Bastrop Street. Sometime in the 1980s, or possibly even 1950's, the 5 lots on West Lane Ave were broken up and the back 40' of each lot was sold to create this 40' x 250' lot. Its unique size and shape makes it more challenging to develop but the applicant is seek to rezone it from Single Family Suburban (SF-1) to Two-Family (TF) to be able to place a two-family building on the property. The lot meets the minimum lot size for a Two-Family lot, it's 10,000 sf while the minimum is 8,750 sf, however the narrowness of the lot will require a variance when it is platted to the lot width and setbacks to make development feasible. These variances would be necessary even if the property remained zoned SF-1.

The Comprehensive Plan's Future Land Use Map has this general area as Community Mixed-Use which generally seeks higher densities, but given the character of the neighborhood and unique lot size, a two-family dwelling unit would be appropriate and achieve some of the goals of the Plan including: LU2 – encourage a range of product types and lot sizes, ED14 – encourage diverse housing in terms of type and affordability to align with workforce needs, LU.A – encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect gradual transition from urban to suburban to rural development, LU.B – promote more compact, higher density, well-connected development within appropriate infill locations, LU 1 – encourage innovative forms of compact, pedestrian friendly development and wider array of affordable housing choices through smart regulatory provisions and incentives, DU 11 – increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

P&Z held a public hearing and discussed how the structure would impact surrounding homes, use of the alley, and the architectural detailing. They wanted to see better renderings of the structure and the property owner agreed to provide those. They postponed action on this item (5-0) to their May 10<sup>th</sup> meeting.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- Conceptual Layout
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council conduct the public hearing.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
			<b>X- postpone</b>

**ORDINANCE NO. \_\_\_\_**

**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 TWO FAMILY (TF); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from Single Family Suburban (SF-1) to zoning district Two-Family (TF). The Property is accordingly hereby rezoned to Two Family (TF).

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



**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT “A”**

Property Address:  
707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

The South forty (40) feet of Lots 6, 7, 8, 9 and 10, Block 1, A.E. Lane’s Addition to the Town of Manor, according to the map or plat thereof, recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

# Letter of Intent

March 12, 2023

City of Manor  
Development Services Department  
Attn: Mr. Scott Dunlop, Director  
105 E. Eggleston Street  
Manor, Texas 78653

Re: [707 BASTROP ST TX 78653](#)

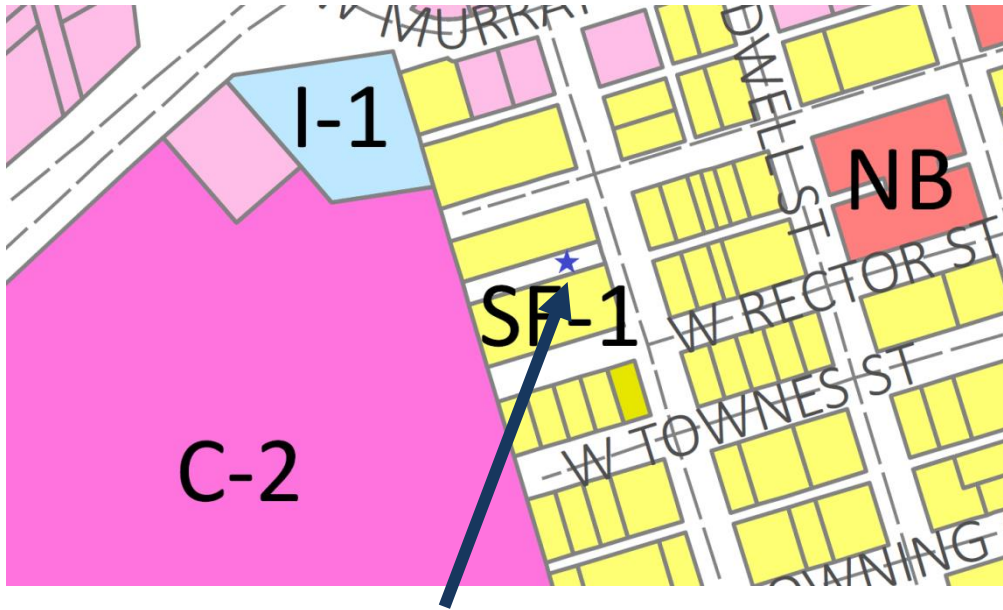
**Dear Mr. Dunlop,**

We are writing to you to zone the subject property to TF.

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.94 ft wide and 250 ft long, with a total of 9,986 sqft.

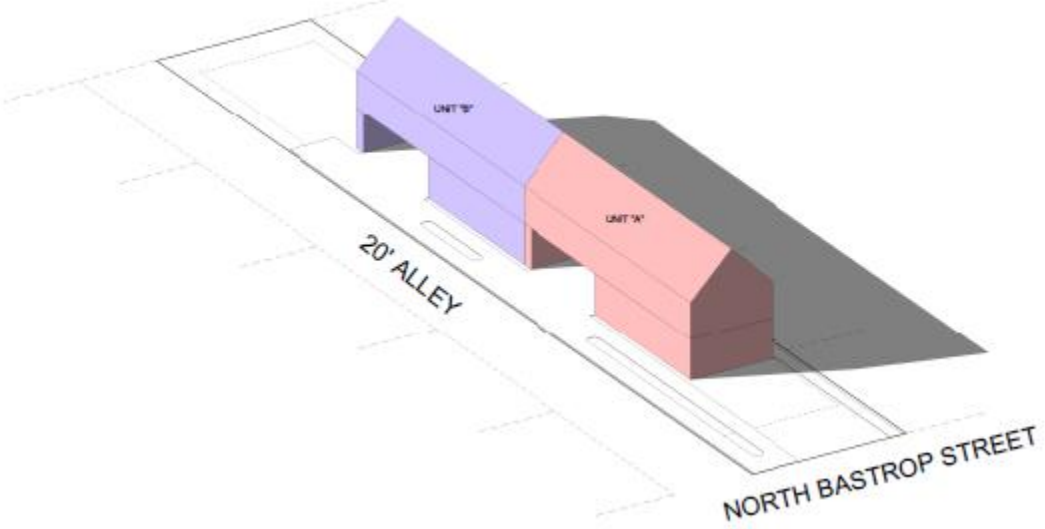
We are requesting to:

1. Zone it as TF (Two-Family) – currently it doesn't have zoning assigned ( per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)

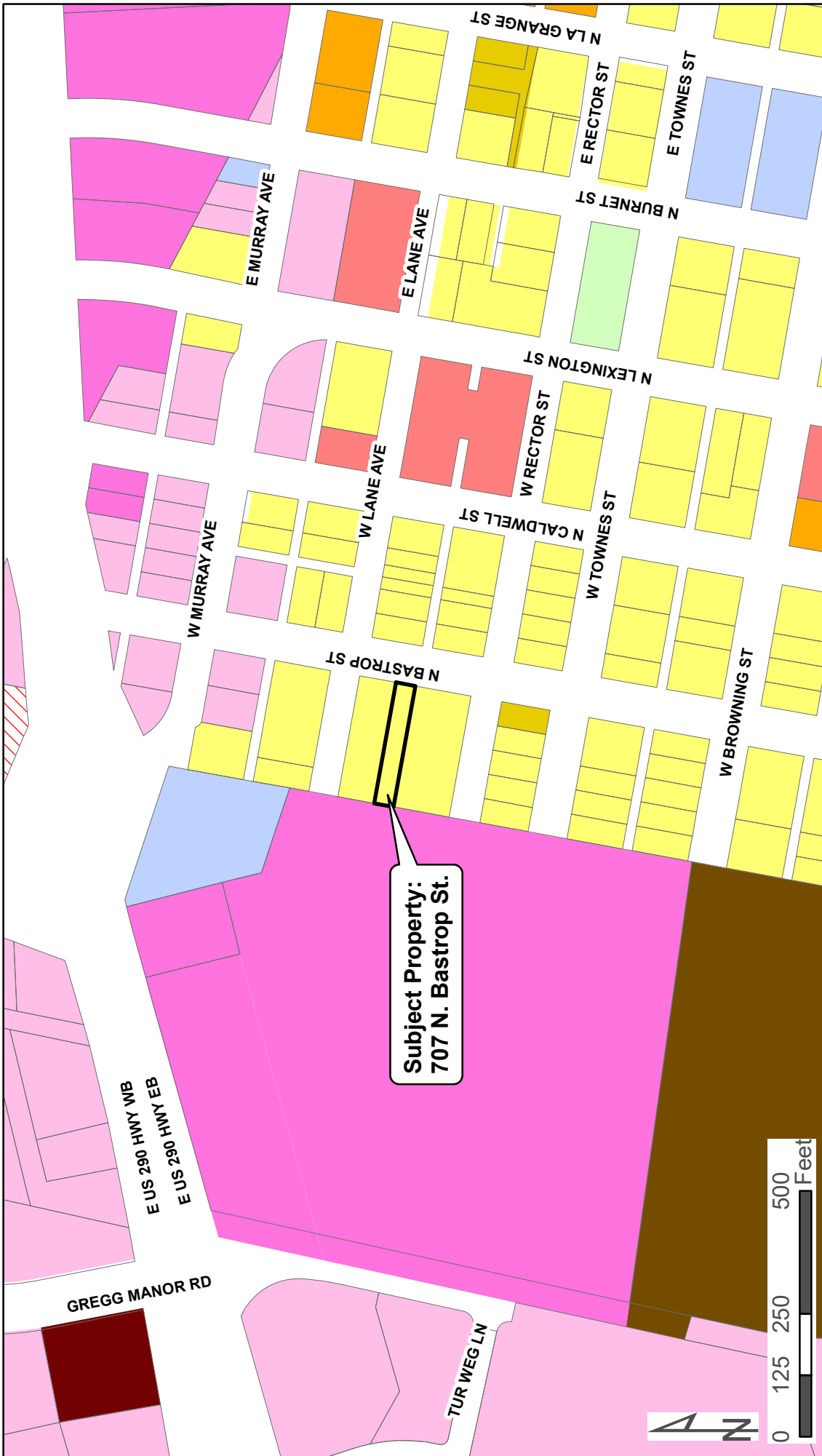
Please see below conceptual design of the proposed TF (duplex).



Please help to grant these requests and let me know if you have any questions.

Respectfully,

Katherine Chen  
Savvy ATX Realty



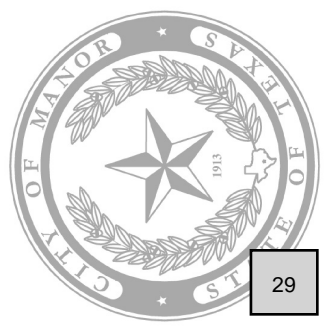
**Zone**

A - Agricultural	GO - General Office
SF-1 - Single Family Suburban	C-1 - Light Commercial
SF-2 - Single Family Standard	C-2 - Medium Commercial
TF - Two Family	C-3 - Heavy Commercial
TH - Townhome	NB - Neighborhood Business
MF-1 - Multi-Family 15	DB - Downtown Business
MF-2 - Multi-Family 25	IN-1 - Light Industrial
MH-1 - Manufactured Home	IN-2 - Heavy Industrial
I-1 - Institutional Small	PUD - Planned Unit Development
I-2 - Institutional Large	ETU

Item 3.





**Current:**  
Single Family Suburban (SF-1)

**Proposed:**  
Two-Family (TF)

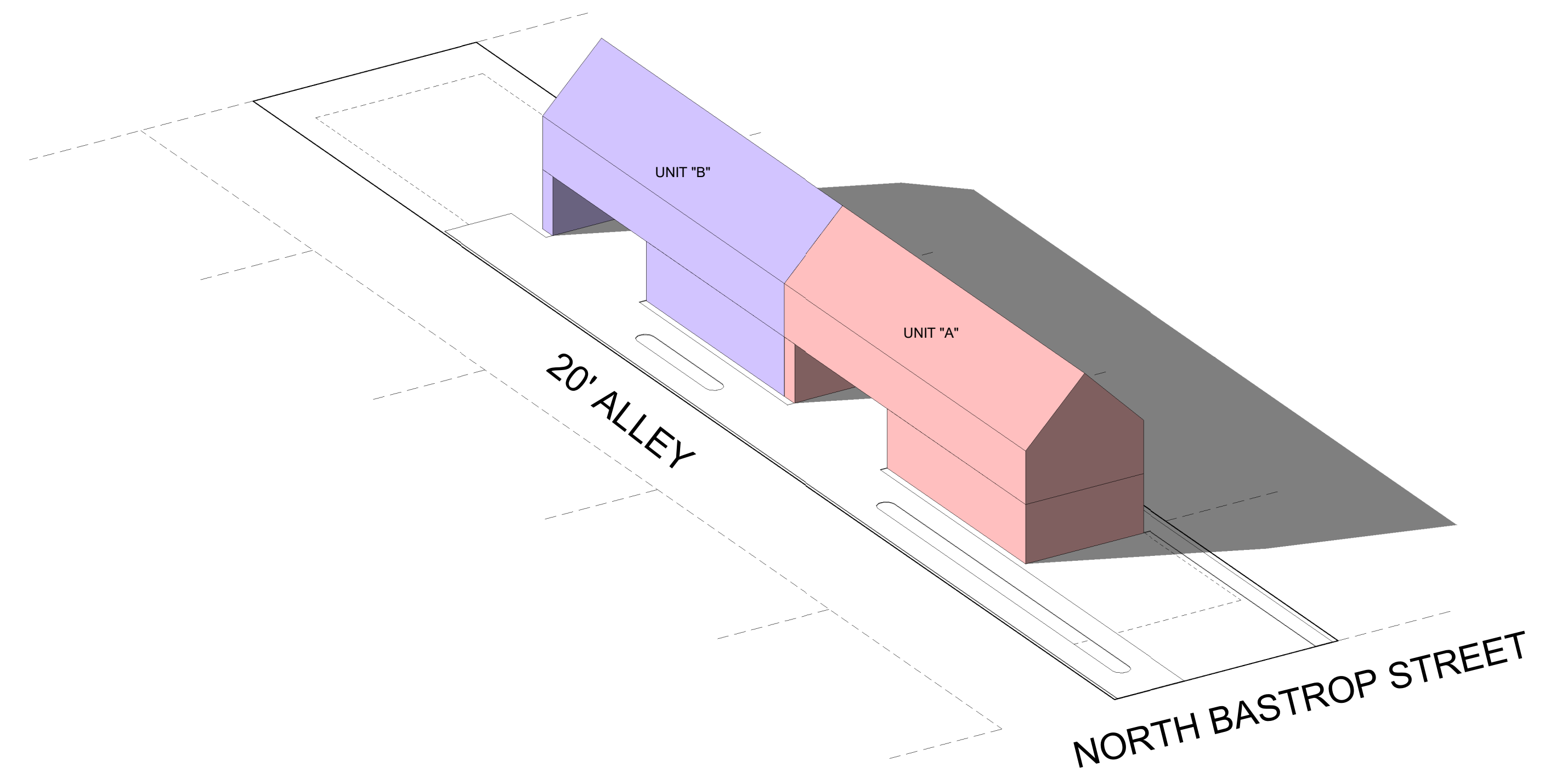


Untitled Map  
Write a description for your map.

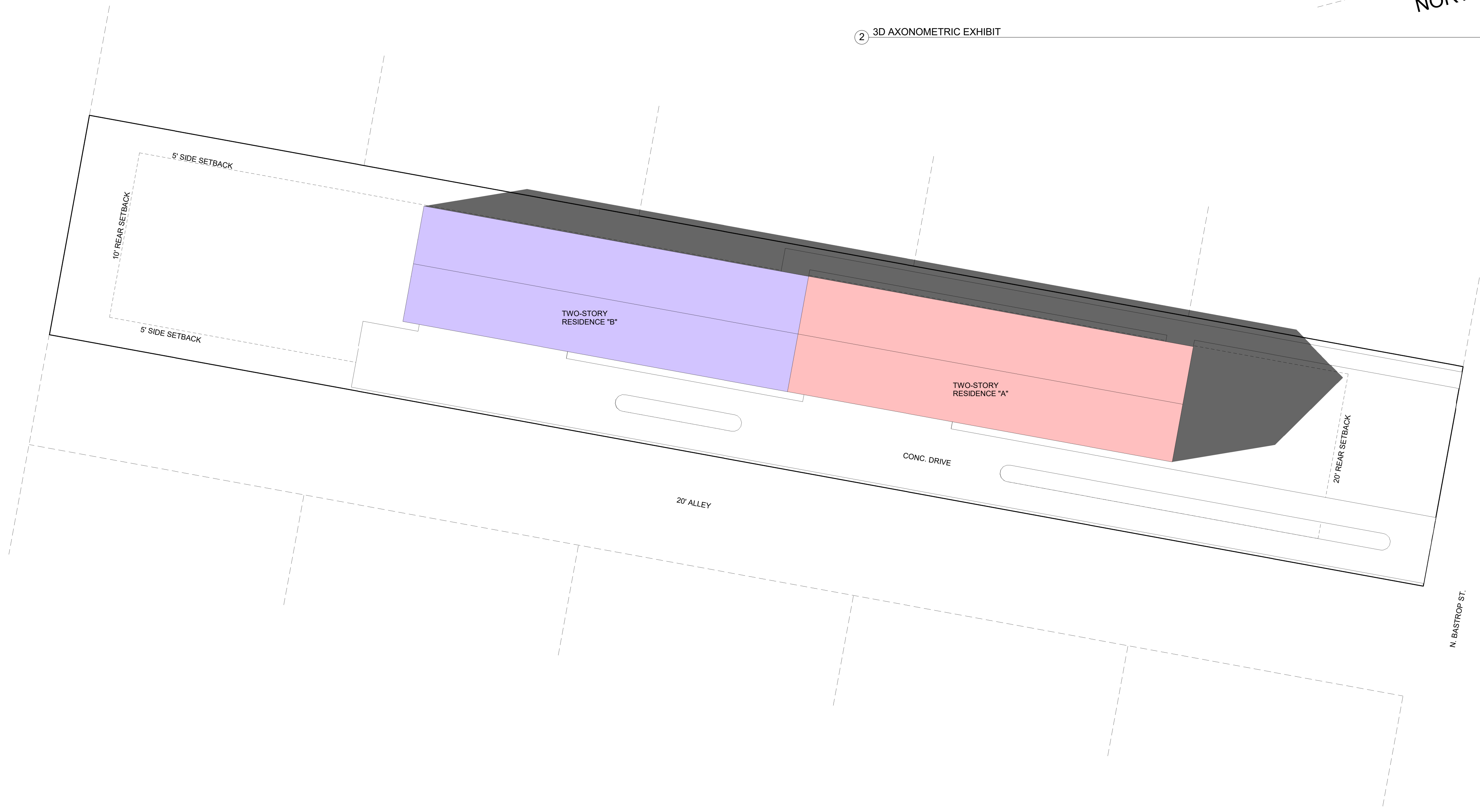
**Legend**

-  707 N Batrop Street Item 3.
-  CITY OF MANOR
-  Future Dental
-  MMURPHY

 707 N Batrop Street



2 3D AXONOMETRIC EXHIBIT



**CONCEPT SITE PLAN INFORMATION:**

LOT SIZE:	9,986 SF
<b>BUILDING COVER:</b>	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
<b>PAVED AREA:</b>	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
<b>TOTAL IMPERVIOUS COVER:</b>	5,513 SF
<b>IMPERVIOUS COVER %:</b>	55.2%
<b>PRINCIPAL STRUCTURE %:</b>	15%
<b>PRINCIPAL/ACCESSORY %:</b>	30%

CONCEPT SITE PLAN

1 SITE PLAN  
1" = 10'-0"

## COMMUNITY MIXED-USE

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

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

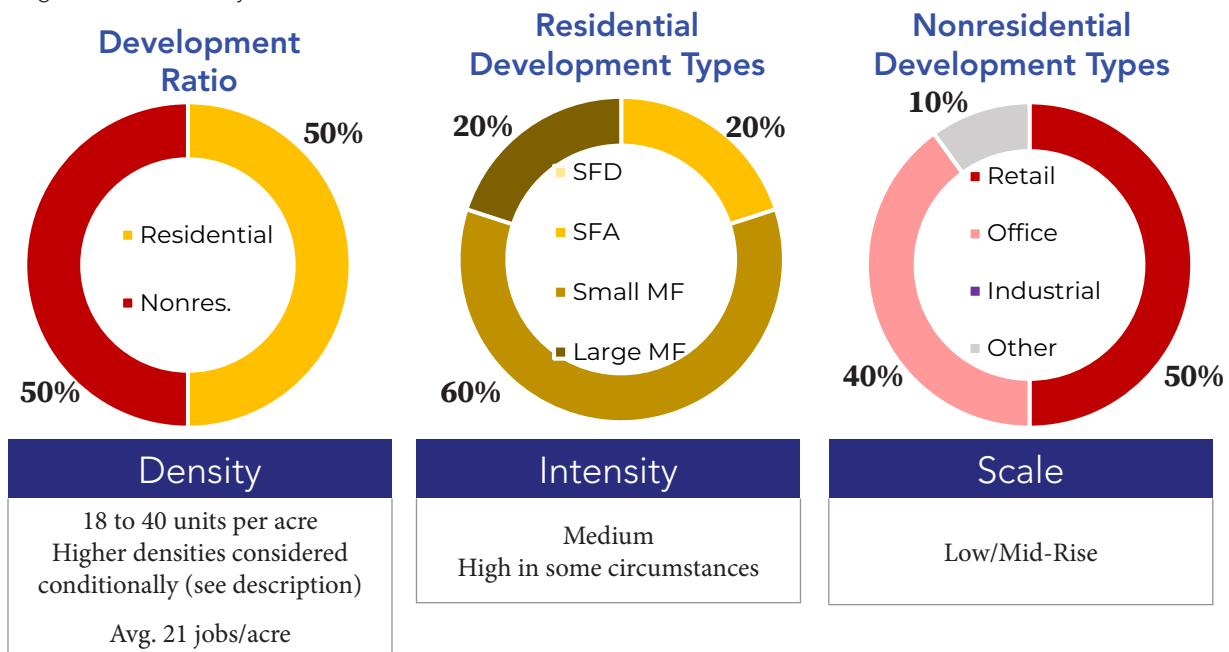
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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

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

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

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard





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



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF  
 Case Number: 2023-P-1523-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 707 Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

*Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY*

*Owner: Wenkai Chen*

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

CERON AMPARO PATRICIA C & MIGUEL  
ANEL CASTILLO MENDIETA  
305 W TOWNES ST  
MANOR TX 78653-2107

PAZ NAUL MAURICIO & ZOILA MORE  
1116 CANYON MAPLE RD  
PFLUGERVILLE TX 78660-5808

JASMIN SHAKESPEARE & LINDA  
PO BOX 455 MANOR TX 78653-0455

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

JACKSON BONNIE & VSYNTHIA  
LENA MCCOY  
PO BOX 985  
MANOR TX 78653-0985

GUERRERO JOSE  
& MAXIMINA CLEMENS  
307 W TOWNES ST  
MANOR TX 78653-2107

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

BARRS PHYLLIS Y & SANDRA V  
& S MCCARTHER LIFE ESTATE  
13604 HARRIS RIDGE BLVD UNIT A  
PFLUGERVILLE TX 78660-8892

TREJO GERARDO &  
JENNIFER I BARAHONA DE TREJO  
801 CALDWELL ST  
MANOR TX 78653-3318

RIVER CITY PARTNERS LTD  
501 E KOENIG LN  
AUSTIN TX 78751-1426

SHAW HUGHIE L & RUBY L  
8808 CINCH LN # 1060  
AUSTIN TX 78724-5011

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

ROBINSON WALTER L  
& CURTIS ROBINSON  
3608 EAGLES NEST ST  
ROUND ROCK TX 78665-1131

LUNA BENITA GONZALEZ  
802 N BASTROP ST  
MANOR TX 78653-5430

JOHNSON ONNIE MAE LIFE ESTATE  
PO BOX 228  
MANOR TX 78653-0228

MANOR INDEPENDENT SCHOOL  
DISTR DISTRICT  
PO BOX 359  
MANOR TX 78653-0359

TURMAN THOMAS M  
21609 UNION LEE CHURCH RD  
MANOR TX 78653-5329



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).

*Applicant: DB Land Consulting LLC*

*Owner: SAMPSG PROPERTIES LLC*

**BACKGROUND/SUMMARY:**

This property was previously requested to be zoned Neighborhood Business and Townhome in 2021 but the plan at the time was not approved. The property owner has created a new proposal with 47 townhome units in the TH area and 34,700 sf of retail and 90 apartments in two buildings in the NB area.

The Comprehensive Plan FLUM has this area as ‘Neighborhoods’ which includes Townhome units as highly appropriate. Non-residential and large apartment (12+) units are less appropriate for the Neighborhood use category. Consideration should be given that the proposed NB (retail/apartment) uses are along Old Hwy 20, which is main thoroughfare and on city and county plans is proposed to be Major Arterial. Provisions for updating the FLUM are included in the proposed Zoning Ord. Amendment so it is recommended that this zoning case be postponed until a process for updating the FLUM can be established, and this tract or portion of the tract can be requested to be changed to Neighborhood Mixed-Use or Community Mixed-Use which would better align with the developer type and scale that is proposed.

P&Z conducted the public hearing and Commission Leonard recused herself to speak against the item as she was a notified property owner. Additionally, two other neighbors spoke in opposition to this zoning. There were concerns about increased traffic on Old Hwy 20, parking in the neighborhood, light pollution, stormwater runoff, and dangers from residences being so close to the pipeline. The applicant spoke in support of the item that they had been in regular contact with the HOA to address those where possible, like being in compliance with city’s lighting and drainage codes, buffering the property, and working with the city if there was overspill parking in the neighbor with either No Parking or Resident Only parking. They also spoke to how they’d reduced the number of residential units since the last application to help address concerns about overcrowding and traffic.

P&Z voted 4-0 to postpone to a later action on this item until the Future Land Use Map can be updated

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- Conceptual Plan
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council conduct the public hearing.

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

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO NEIGHBORHOOD BUSINESS (NB) AND TOWNHOME (TH); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), from Agricultural (A) to zoning district Neighborhood Business (NB) and Townhome (TH). The Property is accordingly hereby rezoned to Neighborhood Business (NB) and Townhome (TH).

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT “A-1”**

Property Address:  
12920 Old Highway 20, Manor, TX 78653

Property Legal Description – Neighborhood Business (NB):

BEING 2.15 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN SAMPSG PROPERTIES, LLC 10.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2021024032, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.15 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found, in the northerly right-of-way line of Old Highway 20, same being the southwest corner of said 10.00 Acre Tract, for the southwest corner hereof;

THENCE North 29 degrees 03 minutes 40 seconds East, along the easterly line of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas, along the westerly line of said 10.00 Acre Tract, 451.53 feet to an iron rod set, in said line, for the northwest corner hereof;

THENCE through said 10.00 Acre Tract, the following 3 calls:

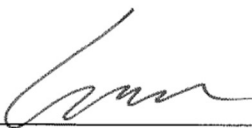
- 1: South 60 degrees 56 minutes 20 seconds East, 286.19 feet to an iron rod set;
- 2: South 29 degrees 03 minutes 40 seconds West, 40.67 feet to an iron rod set;
- 3: South 60 degrees 56 minutes 20 seconds East, 126.00 feet to an iron rod set, in the westerly line of Lot 1, Block L, Bell Farms, Phase Three, a subdivision in Travis County, Texas, recorded in Document Number 201400093, Official Public Records, Travis County, Texas, same being in the easterly line of said 10.00 Acre Tract, for the northeast corner hereof;

THENCE South 29 degrees 03 minutes 40 seconds West, along the westerly line of said Lot 1, Block L, said subdivision, along the easterly line of said 10.00 Acre Tract, 74.22 feet to an iron rod set, in said line, for a point in the easterly line hereof, from which an iron rod found, at the southeast corner of said 10.00 Acre Tract bears, South 29 degrees 03 minutes 40 seconds West, 267.21 feet;

THENCE through said 10.00 Acre Tract, North 70 degrees 30 minutes 01 seconds West, 299.62 feet to and iron rod set, and South 19 degrees 35 minutes 42 seconds West, 263.50 feet to an iron rod set, in the northerly right-of-way line of said Old Highway 20, same being in the southerly line of said 10.00 Acre Tract, for the southeast corner hereof;

THENCE North 70 degrees 30 minutes 01 seconds West, along the northerly right-of-way line of said Old Highway 20, along the southerly line of said 10.00 Acre Tract, 162.32 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

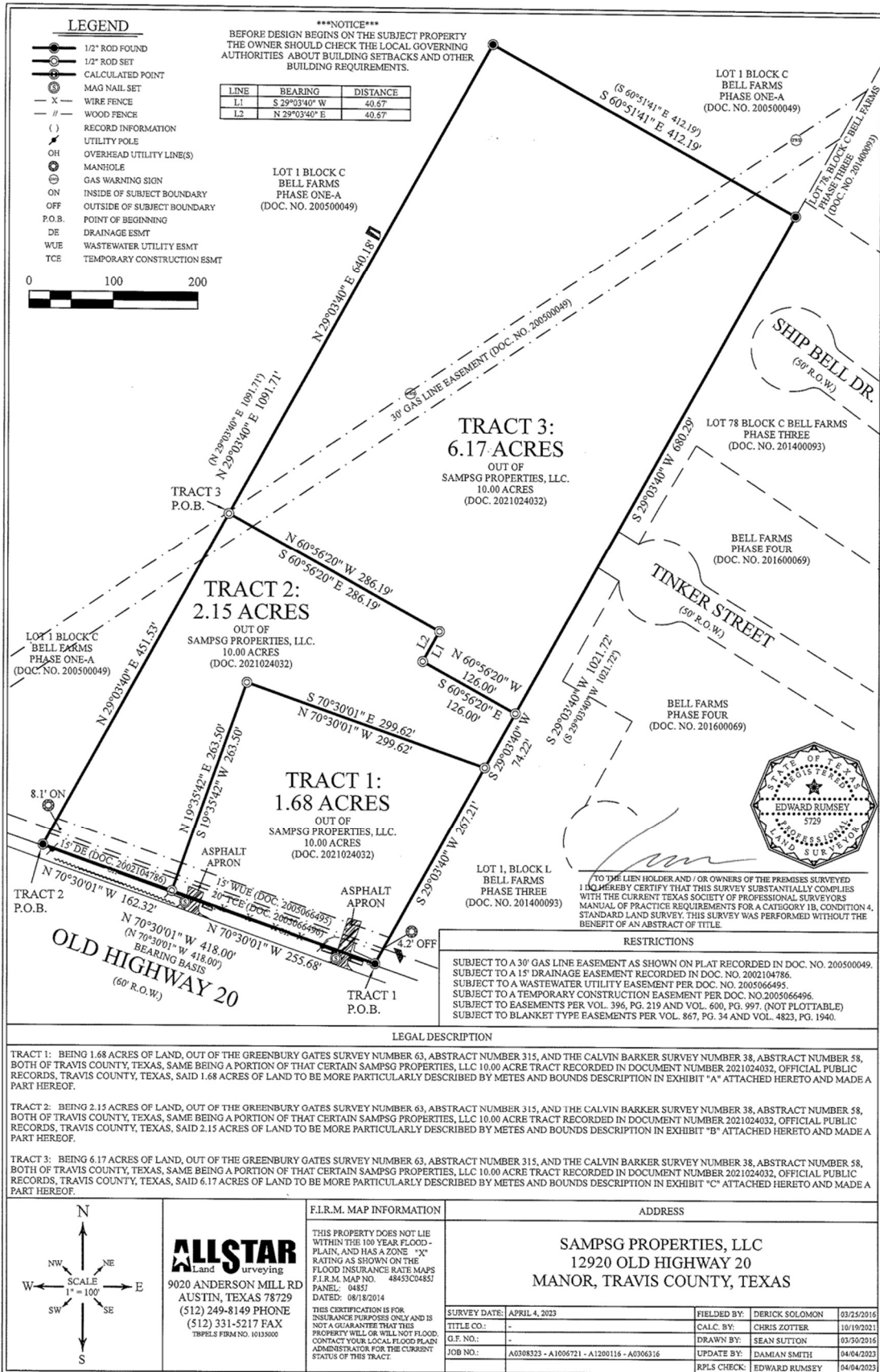


EDWARD RUMSEY  
TX R.P.L.S. No. 5729  
Job No. A0308323

04-07-2023  
Date







ORDINANCE NO. \_\_\_\_\_

Page 6

**EXHIBIT "A-2"**

Property Address:

12920 Old Highway 20, Manor, TX 78653

Property Legal Description – Townhome (TH):

BEING 6.17 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN SAMPSG PROPERTIES, LLC 10.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2021024032, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 6.17 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron set, in the easterly line of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas, same being in the westerly line of said 10.00 Acre Tract; for the southwest corner hereof;

THENCE North 29 degrees 03 minutes 40 seconds East, along the easterly line of Lot 1, Block C, said subdivision, along the westerly line of said 10.00 Acre Tract, 640.18 feet to an iron rod found, at an angle point in the easterly line of said Lot 1, Block C, same being the northwest corner of said 10.00 Acre Tract, for the northwest corner hereof;

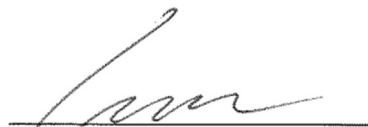
THENCE South 60 degrees 51 minutes 41 seconds East, continuing along the easterly line of said Lot 1, Block C, along the northerly line of said 10.00 Acre Tract, 412.19 feet to an iron rod found, in said line, in the westerly line of Lot 78, Block C, Bell Farms, Phase Three, a subdivision in Travis County, Texas, recorded in Document Number 201400093, Official Public Records, Travis County, Texas, same being the northeast corner of said 10.00 Acre Tract, for the northeast corner hereof;

THENCE South 29 degrees 03 minutes 40 seconds West, along the westerly line of said Lot 78, Block C & Lot 1, Block L, said subdivision, along the westerly right-of-way line of Tinker Street, along the easterly line of said 10.00 Acre Tract, 680.29 feet to an iron rod set, in said line, for the southeast corner hereof, from which an iron rod found, at the southeast corner of said 10.00 Acre Tract bears, South 29 degrees 03 minutes 40 seconds West, 341.43 feet;

THENCE through said 10.00 Acre Tract, the following 3 calls:

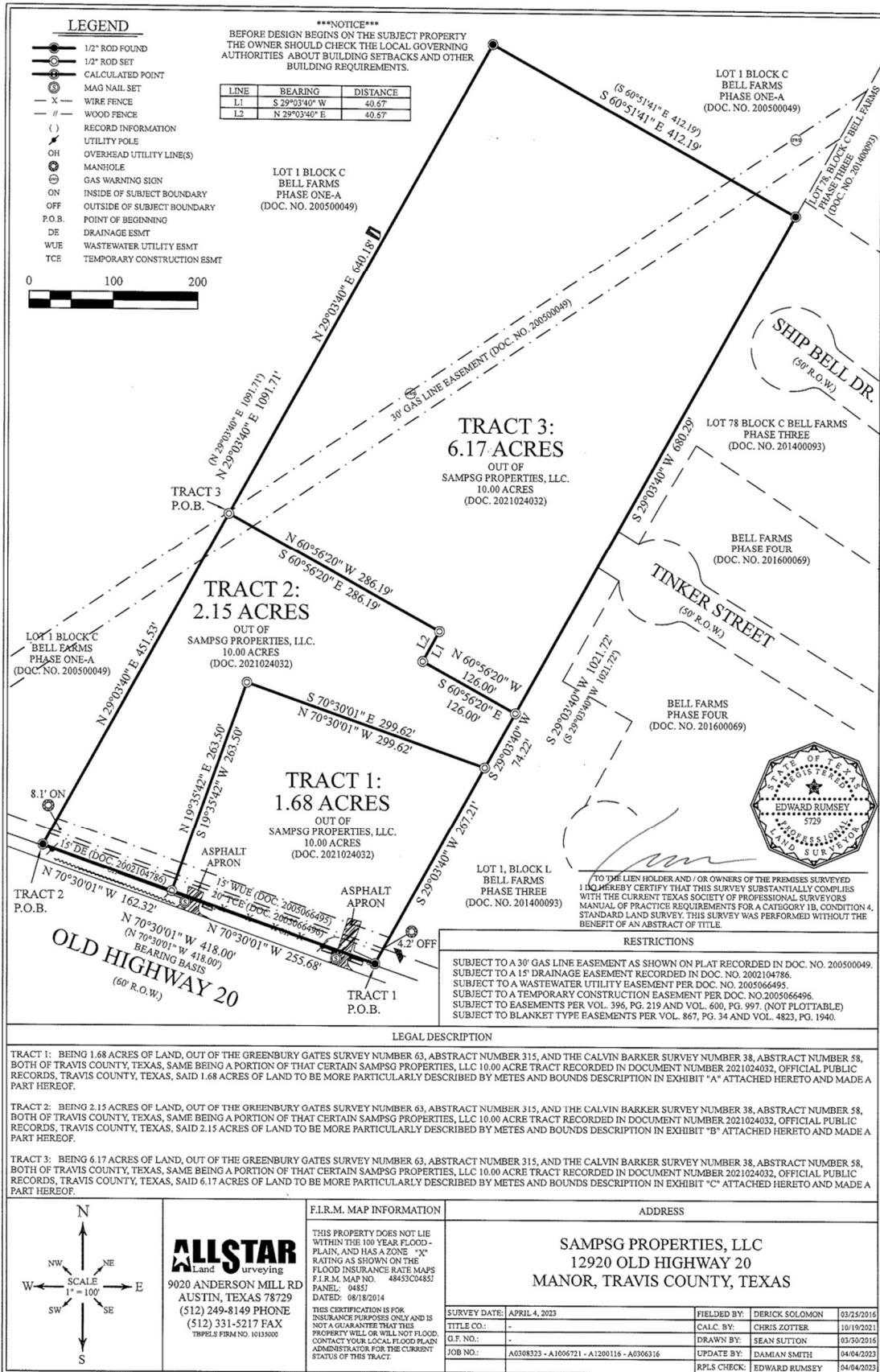
- 1: North 60 degrees 56 minutes 20 seconds West, 126.00 feet to an iron rod set;
- 2: North 29 degrees 03 minutes 40 seconds East, 40.67 feet to an iron rod set;
- 3: North 60 degrees 56 minutes 20 seconds West, 286.19 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
 \_\_\_\_\_  
 EDWARD RUMSEY  
 TX R.P.L.S. No. 5729  
 Job No. A0308323

04-07-2023  
 \_\_\_\_\_  
 Date





March 13, 2023

City of Manor  
Development Services  
105 E. Eggleston St.  
P.O. Box 387  
Manor, Texas 78653

Ref: Rezoning Request Letter of Intent - 12920 Old HWY 20

This Letter of Intent acknowledges the City of Manor's zoning requirements and requested details included below for TCAD Parcel: 236870 also identified and locally known as 12920 Old Highway 20, Manor, Texas 78653.

Our objective with this Rezoning Request is to provide a high-quality, townhome development at the rear of the encompassing approximately 6.0 acres out of the 10.0 acre property and mixed use multi-family apartments with retail / commercial use within 3.9 acres out of the total 10.0 acres along the frontage of Highway 20. The proposed uses are compatible with future land use planning desired Mixed Density Neighborhoods classification in the draft Comprehensive Plan Destination 2050 in order to provide missing middle housing neighborhoods and walkable retail components for the newly proposed townhomes and walkable distances to the existing established neighborhoods. Our intent for this 10.0 acre development will propose quality finishes in character with the surrounding neighborhoods and dedicated local retail locations along the right-of-way. NB zoning is requested at the frontage in addition to the existing 1.68 Acres of NB already present at the ROW.

The request as submitted is provided for review along with supporting information that allows for a sufficient and adequate review. The request promotes the health, safety and general welfare of the City and is consistent with the City's desired long range plans.

### **Future Land Use Designation**

The property has the Neighborhood designation as a part of the City's Future Land Use Map. Our development team's experience and desire to be complementary to the existing neighborhoods, combined with the City of Manor's guiding design standards will allow us to match characteristics of the surrounding areas and pursue this development as part of the Mixed-Density Neighborhood classification. This property is adjacent to and mostly surrounded by an established SF home development, the Bell Farms subdivision.

## Current Site Information

Existing zoning district: NB (1.68ACR) and A - Agriculture (8.32ACR)

Proposed zoning district: NB Total: 3.9 Acres and TH 6.0 Acres

Acreage of property to be rezoned: 8.32 ACR

Legal Description: ABS 315 SUR 63 GATES G ACR 10.00

Justification and explanation of how the proposal is in compliance with the City's Destination 2050 Comprehensive Plan.

This proposed Rezoning request meets the goals and policies of the City of Manor's Destination 2050 Plan. The policies applicable to this rezoning case are:

LU.A Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

The proposed annexation and rezoning request intends to focus on:

- Utilization of "missing middle" residential development to transition to Neighborhood Business (NB) uses and denser multi-family development at the frontage to support local neighborhood business. TH zoning will act as a desired transition between commercial and the established single-family residential uses.
- Site planning during which building location, orientation, and design are similar in character with the surrounding development.

LU.B Promote more compact, higher density, well-connected development within appropriate locations.

The proposed zoning request intends to focus on:

- Housing products and opportunities that may be missing within this neighborhood
- Integration with existing surrounding development
- Proximity to amenities (local commercial).

LU.C Promote development of diverse, accessible, complete neighborhoods across Manor.

The proposed zoning request intends to focus on:

- Providing housing types that will compliment the established neighborhoods.
- Providing local commercial amenities for the proposed development that are accessible and desirable to the adjacent, established neighborhoods

LU.I Encourage innovative forms of compact, pedestrian-friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives

The project intends to focus on:

- Walkability & Pedestrian Infrastructure: Within walking distance ( $\frac{1}{4}$  to  $\frac{1}{2}$  mile) to non-residential uses; access to quality, safe pedestrian facilities
- Subdivision: Connectivity is prioritized within a subdivision and to surrounding properties through an interconnected street network

We are not asking for deviations from code at this time and upon successful rezoning, the owners will submit a Subdivision and Site Development Plan that adheres to the City of Manor's subdivision regulations and site development regulations.

Explanation of how roads and utilities will serve the property

- This property is situated along Old Highway 20, an existing County Maintained roadway.
- Existing Utilities for Wastewater can be found along Old Highway 20 in the form of an 8" gravity fed line.
- Water supply to be provided by City of Manor.

The property's current use is a vacant lot, with no existing structures. Previously the lot served as an agricultural lot. In May of 2017, 1.68 Acres was rezoned into NB. This request, as submitted, allows the remainder of the frontage to transition to NB from Agriculture and the remainder of the 10.0 acres to TH. A strong emphasis for contact with the adjacent Bell Farms HOA to allow feedback prior to submission to the City of Manor has yielded positive feedback for the conceptual plan.

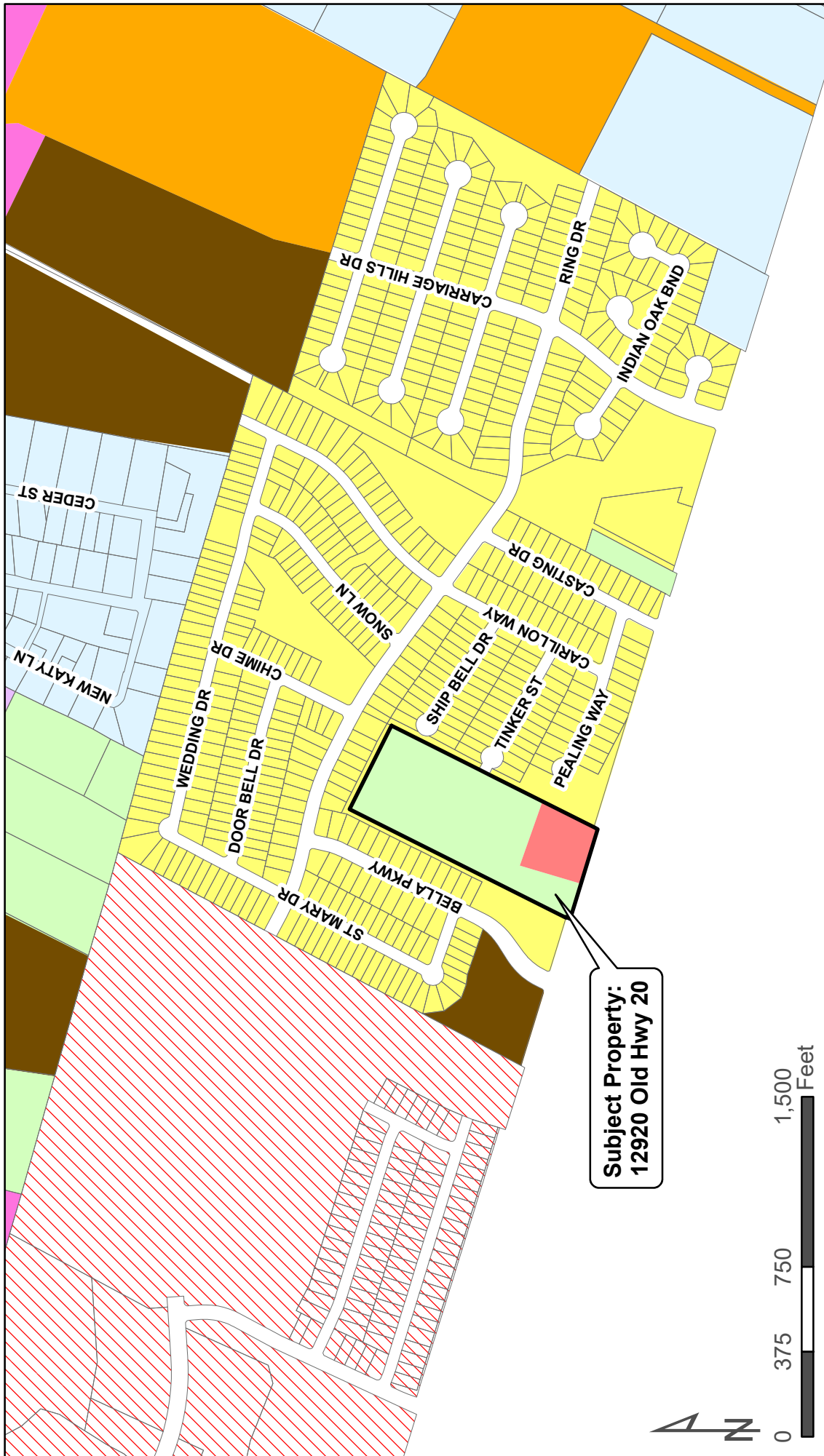
In accordance with the City of Manor's ordinances, this application has met all the checklist requirements provided by the Rezoning online application and is consistent with the City's Comprehensive Plan.

I appreciate consideration of this rezoning request, please contact me at 512-215-1433 or by email at [dianejbernal@gmail.com](mailto:dianejbernal@gmail.com), should you require additional information.

Sincerely,



Diane Bernal  
Development Consultant  
DB Land Consulting LLC  
512-215-1433 | [dianejbernal@gmail.com](mailto:dianejbernal@gmail.com)



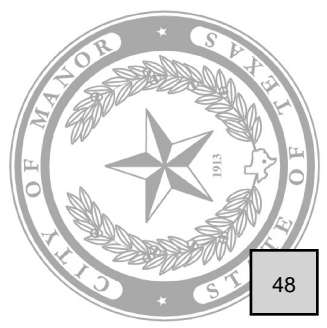
**Subject Property:  
12920 Old Hwy 20**

**Current:  
Agricultural (A) and  
Neighborhood Business (NB)**

**Proposed:  
Townhome (TH) and  
Neighborhood Business (NB)**

Zone	
A - Agricultural	GO - General Office
SF-1 - Single Family Suburban	C-1 - Light Commercial
SF-2 - Single Family Standard	C-2 - Medium Commercial
TF - Two Family	C-3 - Heavy Commercial
TH - Townhome	NB - Neighborhood Business
MF-1 - Multi-Family 15	DB - Downtown Business
MF-2 - Multi-Family 25	IN-1 - Light Industrial
MH-1 - Manufactured Home	IN-2 - Heavy Industrial
I-1 - Institutional Small	PUD - Planned Unit Development
I-2 - Institutional Large	ETJ





Item 4.

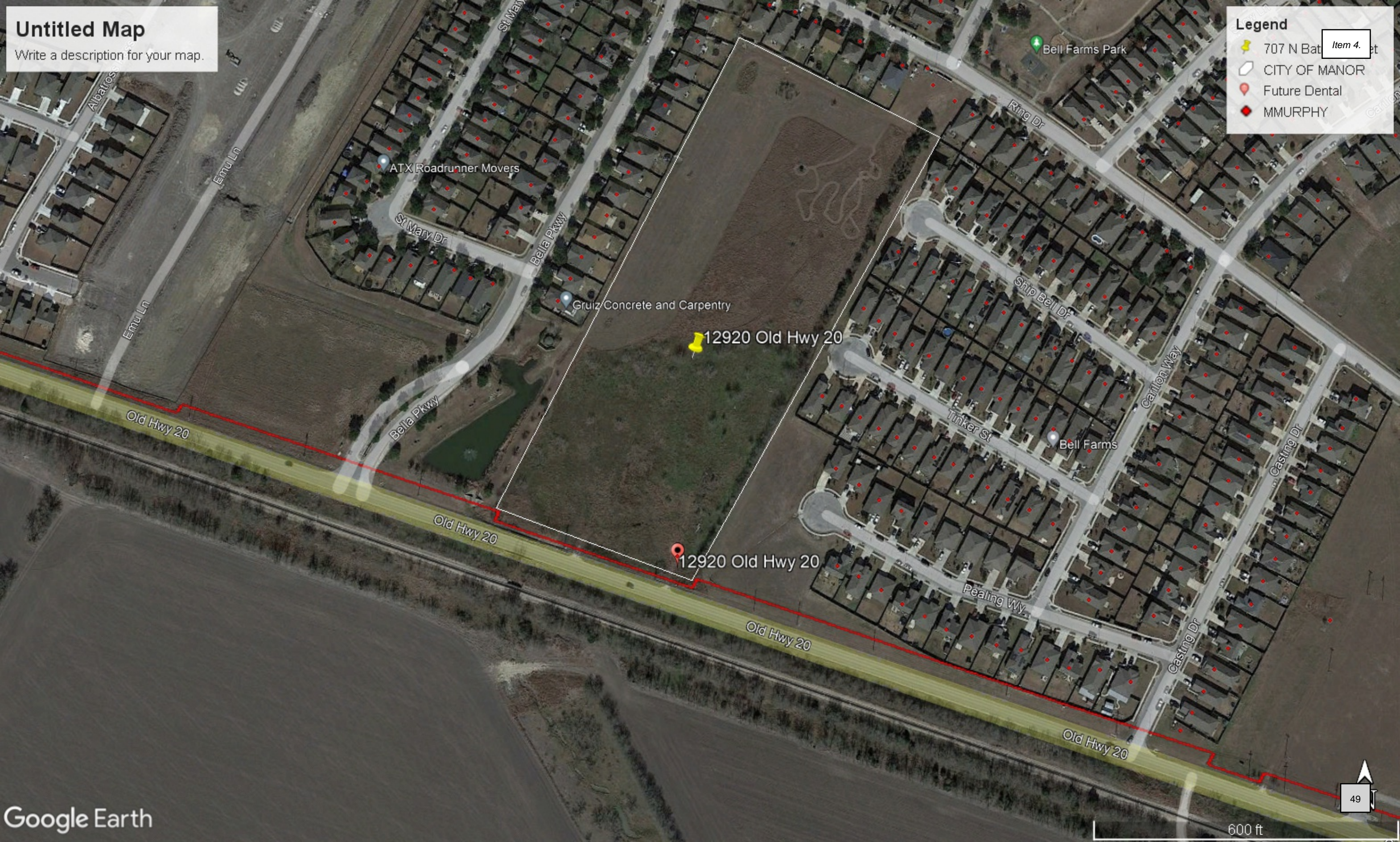




**Untitled Map**  
Write a description for your map.

**Legend**

-  707 N Bat *Item 4.* pt
-  CITY OF MANOR
-  Future Dental
-  MMURPHY



DOCUMENTS ARE INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

DATE: EXP. DATE:  
1718 ARCHITECTURE, L.L.C.  
POST OFFICE BOX 23438  
SAN ANTONIO, TEXAS 78223  
INFO@1718PARTNERS.COM

THIS PLAN AND THE DESIGNS CONTAINED HEREIN ARE THE PROPERTY OF 1718 ARCHITECTURE, L.L.C. AND MARCELLO MARTINEZ AND MAY NOT BE REPRODUCED, ALL OR IN PART, WITHOUT WRITTEN CONSENT FROM MARCELLO DIEGO MARTINEZ.  
1718 ARCHITECTURE, L.L.C. IS A DESIGN FIRM, NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE NOR ARE WE LICENSED TO DESIGN STRUCTURAL FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING AND THE FOUNDATION DESIGNS. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE "ENGINEER OF RECORD" SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGNS FOR THIS PROJECT. 1718 ARCHITECTURE, L.L.C. & MARCELLO MARTINEZ ARE NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY MATTER OR FORM IF ANY ISSUES OR PROBLEMS ARISE.

PROJECT

### Manor Development

12920 Old Hwy 20  
Manor, Texas 78653

OWNER

### Giby Parackal

giby.psginvestments@gmail.com

PROJECT NUMBER

22SV - 22Manor

### SCHEMATIC DESIGN

NO. DATE DESCRIPTION OF ISSUE

CONSULTANT

SHEET TITLE

Site Plan

DATE

8 March 2023

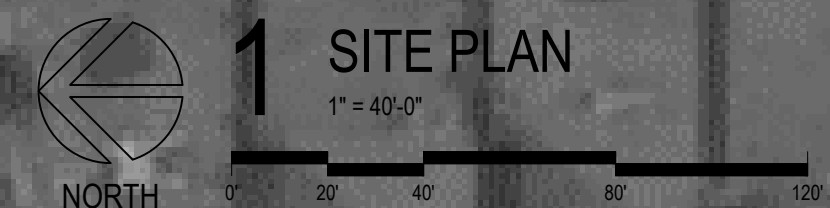
BAR LENGTH ON ORIGINAL DRAWING EQUALS 1 INCH

SHEET NUMBER

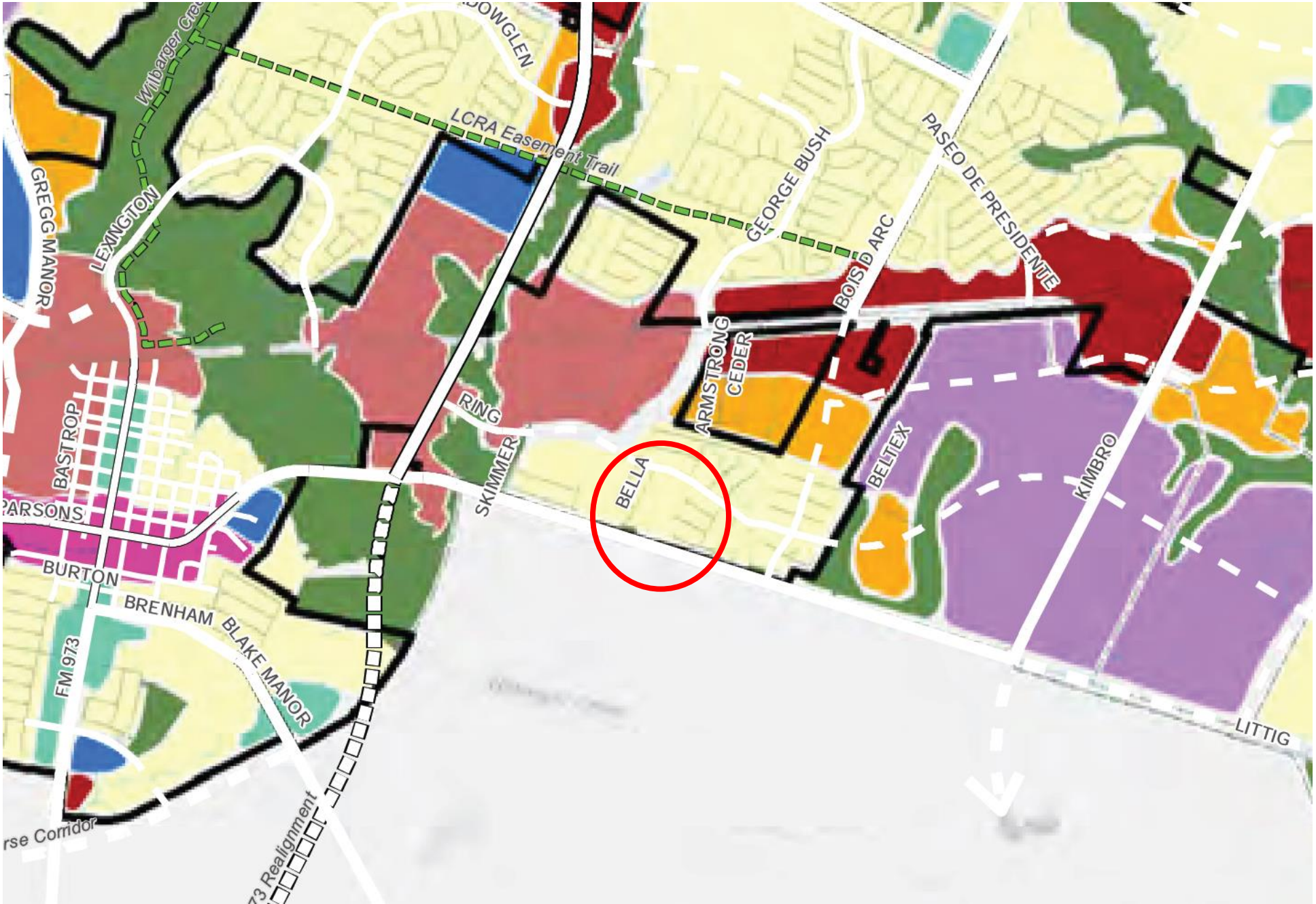
# A1.01



Proposed:  
47 Townhomes  
90 Apartments  
34,700 sf Retail



1 SITE PLAN  
1" = 40'-0"



**NEIGHBORHOODS**

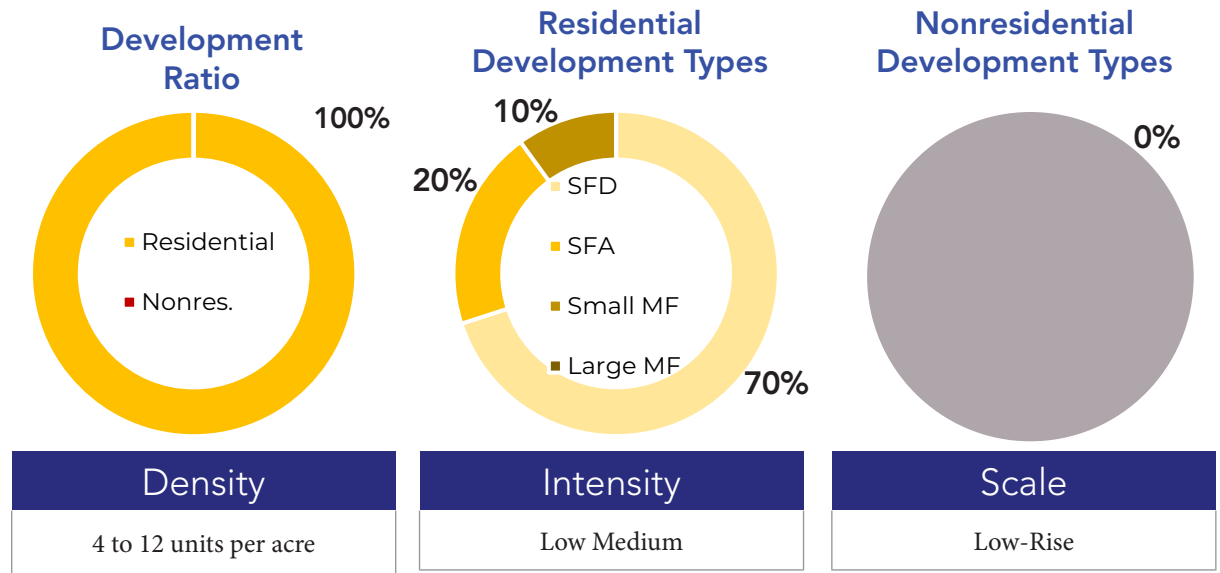
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture of housing types allows people to stay in the neighborhood even as their housing needs change, promoting long-term stability.

These housing types typically fall under the International Residential Code for one- and two-family dwellings, and can be financed via conventional Federally-backed mortgages.

While some neighborhood areas are currently adjacent to commercial centers, a more appropriate transition between the two would be the Mixed-Density Neighborhood land use categories.

Neighborhood lots are typically 5,000 square feet to 15,000 square feet for one- and two-family homes, with townhome lots being between 2,000 square feet and 3,000 square feet. Given the density expectations, smaller lot sizes should be offset by open space with an emphasis on creating interconnected greenways that connect neighborhoods to one another and to jobs, services, and parks.

Figure 3.4. Neighborhoods Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●●●●○	Appropriate overall, but with this housing type being so prominent in the City currently, seek to integrate with other forms of housing to create diversity and housing choice. Encourage diversity of lot sizes. Encourage joint driveways, alley access and rear parking.
SFD + ADU	●●●●●	Lot and site design should accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
SFA, Duplex	●●●●●	Similar in character and lot standards to single-family detached; Joint/shared driveways encouraged, as well as alleys and rear parking; ADUs can be included consistent with the above.
SFA, Townhomes and Detached Missing Middle	●●●●●	Townhouses and Bungalow Courts should include at least 4 units, Pocket Neighborhoods 8-12 units. Functions best at corner properties (excluding townhomes). Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking. ADUs consistent with above.
Apartment House (3-4 units)	●●●●○	Can be part of a diverse housing type palette within the Neighborhood category. Similar in character and lot standards to SFD; functions best at corner properties. Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking.
Small Multifamily (8-12 units)	●●●○○	Scale is not typically appropriate with neighborhood-scale, unless adjacent to Neighborhood Mixed Use. May be appropriate as a transitional use from land use categories containing nonresidential uses.
Large Multifamily (12+ units)	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Mixed-Use Urban, Neighborhood Scale	●○○○○	
Mixed-Use Urban, Community Scale	●○○○○	Not considered appropriate.
Shopping Center, Neighborhood Scale	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Shopping Center, Community Scale	●○○○○	Not considered appropriate.
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
Civic	●●●●●	Considered supportive to the function and livability of this future land use category; government buildings, schools and community facilities can serve as activity hubs within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 12920 Old Hwy 20 Rezoning from A to NB and TH  
 Case Number: 2023-P-1524-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

**The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 101 W Boyce, Manor, TX. The request will be posted on the agenda as follows:**

**Public Hearing: Conduct a public hearing on Rezoning Application for one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).**

*Applicant: DB Land Consulting LLC*

***Owner: SAMPSG PROPERTIES LLC***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

MERAZ GRACIELA A & ALEJANDRO  
12828 RING DR  
MANOR, TX 78653-4684

MCINTOSH JACOB RYAN &  
ETHAN MCINTOSH  
11403 W CARRIE MANOR ST  
MANOR, TX 78653-5370

LE THERESA T & PHUC T PHAN  
12820 RING DR  
MANOR, TX 78653-4684

REYES LUIS & MARIA  
12816 RING DR  
MANOR, TX 78653-4684

DAVILA JULIANA  
12812 RING DR  
MANOR, TX 78653-4684

DELGADO GERARDO  
1548 COUNTY ROAD 394  
HUTTO, TX 78634-3235

MOORE SHARON Y  
12804 RING DR  
MANOR, TX 78653-4684

VARGAS MANUEL & USVALDO  
12800 RING DR  
MANOR, TX 78653-4684

MAGALLANEZ EDWARD G JR  
12712 RING DR  
MANOR, TX 78653-4682

WASHINGTON-WOOLEY  
SHENIQUA  
12708 RING DR  
MANOR, TX 78653-4682

ZARCO ARTURO ESQUIVEL  
12800 CHIME DR  
MANOR, TX 78653-4685

MARTINEZ MATILDE  
12804 CHIME DR  
MANOR, TX 78653-4685

SATHYAN PRATHEESH & NEENA  
SREELAYA  
18607 W THOMAS SHORE DR  
CYPRESS TX 77433

HERNANDEZ MAYRA A &  
CIRO L MEDINA  
17700 BOARDTREE DR  
ELGIN TX 78621-2175

ASBELL TROY  
12909 RING DR  
MANOR, TX 78653-5187

ANDERSON WALTER JAMES JR &  
WEI ZHANG  
721 MAMMOTH RD  
MANCHESTER, NH 03104-4555

CEBALLOS VICTOR HUGO  
12917 RING DR  
MANOR, TX 78653-5187

LUNA RAMIRO VASQUEZ  
1205 SHAGBARK RD  
NEW LENOX IL 60451-2412

MARTINEZ-CAVAZOS FRANCISCO J &  
ADRIANA HERNANDEZ-ZUNIGA  
12925 RING DR  
MANOR, TX 78653-5187

ALEXANDER JERRY LEE & MICHAEL D  
12905 RING DR  
MANOR, TX 78653-5187

CATES JENNIFER E  
12833 RING DR  
MANOR, TX 78653-4684

KEAVENY JAMES P & SANDRA WILSON  
12829 RING DR  
MANOR, TX 78653-4684

LUCIANO KRYSTAL N & ELVIN LOZANO  
12825 RING DR  
MANOR, TX 78653-4684

LEONARD MATTHEW B & JULIE  
12821 RING DR  
MANOR, TX 78653-4684

POTTER KAREN SUE & WAYNE M  
12809 RING DR  
MANOR, TX 78653-4684

VILLAFRANCA UBALDO  
12813 RING DR  
MANOR, TX 78653-4684

DOMEL MASON N  
12817 RING DR  
MANOR, TX 78653-4684

TAPIA LISA L  
12900 SHIP BELL DR  
MANOR, TX 78653-4953

CASHION WILLIAM HOWARD  
12904 SHIP BELL DR  
MANOR, TX 78653-4953

BARTON JONATHAN & VICTORIA  
12908 SHIP BELL DR  
MANOR, TX 78653-4953

SANCHEZ JOSE D ESPARZA &  
PATRICIA FLORES  
12912 SHIP BELL DR  
MANOR, TX 78653-4953

SMITH JEREMY W &  
CANDICE MARIE AREL SMITH  
12916 SHIP BELL DR  
MANOR, TX 78653-4953

ORTUNO PALOMA HERNANDEZ &  
DOUGLAS R RODRIGUEZ FLORES  
12920 SHIP BELL DR  
MANOR, TX 78653-4953

SIMMONS JASMINE & TIMOTHY  
7940 SHOAL CREEK BLVD STE 200  
AUSTIN, TX 78757-7587

HILL DEJA G  
12901 SHIP BELL DR  
MANOR, TX 78653-4953

FORD JOEL S & ALICIA E  
ESPINOZA  
12924 SHIP BELL DR  
MANOR, TX 78653-4953

SEPHUS LATANIA NICOLE  
12917 SHIP BELL DR  
MANOR, TX 78653-4953

DIAZ KARINA P TORRES & PEDRO  
L  
HERNANDEZ ZEPEDA  
12913 SHIP BELL DR  
MANOR, TX 78653-4953

HORTON JANET  
12909 SHIP BELL  
MANOR, TX 78653-4953

SVANDA STACIE  
12900 TINKER ST  
MANOR, TX 78653-2022

RAMIREZ WILLIAM OMAR  
12925 SHIP BELL DR  
MANOR, TX 78653-4953

JONES MARVIN L & POLLY M  
12921 SHIP BELL  
MANOR, TX 78653-4953

YEE VINCENT & ANA M  
12904 TINKER ST  
MANOR, TX 78653-2022

RANDORF KRISTINA & JASON  
12908 TINKER ST  
MANOR, TX 78653-2022

HEREDIA ERWIN G  
12912 TINKER ST  
MANOR, TX 78653-2022

RICHEY DENISE  
12916 TINKER ST  
MANOR, TX 78653-2022

1919 MAGRODA LLC  
15301 SISTERS CIR  
AUSTIN, TX 78717-5099

LOPEZ JAZMIN TELLEZ &  
SEVERINO M  
12924 TINKER ST  
MANOR, TX 78653-2022

TULLOS NATASHA & ALEX TULLOS  
12901 TINKER ST  
MANOR, TX 78653-2022

MCMILLAN BRITTANY MARI  
12905 TINKER ST  
MANOR, TX 78653-2022

SOSA JESUS RUIZ & YOLANDA  
AGUILAR & YENIS HERNANDEZ  
SALVADOR  
12909 TINKER ST  
MANOR, TX 78653-2022

GUERRERO LAWRENCE &  
ROSE MARIE VEGA  
12913 TINKER ST  
MANOR, TX 78653-2022

MACAREZ KARINE ELISABETH &  
JULIEN BERNARD MESENGE  
12917 TINKER ST  
MANOR, TX 78653-2022

WRIGHT BRANDY  
12921 TINKER ST  
MANOR, TX 78653-2022

VACLAVICK CAROL & ELLEN WRIGHT  
12925 TINKER ST  
MANOR, TX 78653-2022

SANTIKOS DEMETRIOS JOHN  
12904 PEALING WAY  
MANOR, TX 78653-2019

VITAL MARIA DEL PATROSINIO &  
WALTER ANTONIO CASTRO  
12908 PEALING WY  
MANOR, TX 78653-2019

RUIZ-MONDRAGON GERARDO  
1218 BONNIE BREA ST  
AUSTIN, TX 78753-4503

KURNOW MARK & CARRIE LANCE  
5308 CORAL REEF WAY  
LAKEWOOD FL 34211

BELL FARMS MASTER COMMUNITY INC  
% PS PROPERTY MANAGEMENT  
PO BOX 7079  
ROUND ROCK, TX 78683-7079



ESCOBBAR VERANDA A &  
 JESSE ESCOBAR SR  
 12600 SAINT MARYS DR  
 MANOR, TX 78653-4598

CADENA MANUELA  
 12604 SAINT MARYS DR  
 MANOR, TX 78653-4598

MORAN MONICA & RYAN S.  
 VISSOTZKY  
 12608 ST MARYS DR  
 MANOR, TX 78653-4598

WALLACE H DALTON  
 PO BOX 1119  
 DRIPPING SPRINGS TX 78620

CRUZ MELISSA A &  
 DAMARCUS L DASHER  
 12700 BELLA PKWY  
 MANOR, TX 78653-4597

URQUIZA ANA ANTUNEZ  
 12744 BELLA PKWY  
 MANOR, TX 78653-4597

LEE NELSON  
 12740 BELLA PKWY  
 MANOR, TX 78653-4597

CZERNY JOSE A  
 12736 BELLA PKWY  
 MANOR, TX 78653-4597

PENA LETICIA & ERNESTO  
 12732 BELLA PARKWAY  
 MANOR, TX 78653-4597

SMITH VANESSA D &  
 MIKEL E SATTERWHITE  
 12728 BELLA PKWY  
 MANOR, TX 78653-4597

JACKSON LAKILIA N  
 12724 BELLA PKWY  
 MANOR, TX 78653-4597

RODRIGUEZ MONIQUE N  
 1904 RALPH C CRAIG LN  
 AUSTIN, TX 78748-4002

ALVARADO ALEJANDRO & DOLORES  
 12716 BELLA PKWY  
 MANOR, TX 78653-4597

VAZQUEZ EUTIQUIA  
 12712 BELLA PKWY  
 MANOR, TX 78653-4597

JONES THERESA A  
 12708 BELLA PKWY  
 MANOR, TX 78653-4597

MARTINEZ CHRISTOPHER S &  
 CHRISTIAN N  
 12704 BELLA PKWY  
 MANOR, TX 78653-4597

LEVARIO ELSA L  
 12753 BELLA PKWY  
 MANOR, TX 78653-4597

MIRANDA CONSEPCION A & STEVEN J  
 12749 BELLA PKWY  
 MANOR, TX 78653-4597

GUZMAN SANTOS & LETICIA JAIMES  
 12754 BELLA PKWY  
 MANOR, TX 78653

THOMAN MARYANN & MARK P  
 12741 BELLA PKWY  
 MANOR, TX 78653-4597

RODRIGUEZ DIANE & BENJAMIN  
 12737 BELLA PKWY  
 MANOR, TX 78653-4597

LIU CHANGFU  
 1109 WILLIAMS WAY  
 CEDAR PARK TX 78613-4344

VILLAREAL RUTH PAJARILLO  
 REVOCABLE TRUST  
 UNIT 315  
 838 PINE AVE  
 LONG BEACH, CA 90813-5828

OLLINGER KENNETH J  
 9115 LOCKWOOD SPRINGS RD  
 MANOR, TX 78653-4815

GOMEZ MARIA & LUIS HERNANDEZ  
 12721 BELLA PKWY  
 MANOR, TX 78653-4597

MANUEL MILDRED A  
 7241 FAIR OAK DR  
 HANOVER, MD 21076-1482

NORRIS DARIAN KELLEY &  
 SHELBY NICOLE DAVIS  
 12713 BELLA PKWY  
 MANOR, TX 78653-4597

VEGA ADRIAN SANCHEZ  
 12709 BELLA PKWY  
 MANOR, TX 78653-4597

JUSTICE EVANGULA R  
 12705 BELLA PKWY  
 MANOR, TX 78653-4597

MENDOZA ROLANDO FRANCISCO  
 MORENO & ZULMA CRISTINA HERREJON  
 ORTIZ  
 12701 BELLA PKWY  
 MANOR, TX 78653-4597

GERMAN MARIA  
12832 RING DR  
MANOR TX 78653

JIMENEZ GABRIEL  
12909 PEALING WAY  
MANOR TX 78653-2019

GREENVIEW DEVELOPMENT 157 LP  
501 VALE ST  
AUSTIN TX 78746



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).

*Applicant: Jackson Walker*  
*Owner: Krantz Properties*

**BACKGROUND/SUMMARY:**

This property is currently in our ETJ but has filed an annexation petition. They are requesting MF-2 Multi-family 25 zoning upon annexation. The property is majority impacted by a floodplain so on the Future Land Use Map it is designated as open space but is the adjacent area is Commercial Corridor. The frontage on US 290 for this property is also limited by the creek and bridge, reducing the accessible frontage to approximately 75 feet.

P&Z voted 4-0 to deny due to concerns about traffic and access. The item is being re-heard by the P&Z with additional information at their April 12<sup>th</sup> meeting.

This item is requested to be postponed by the developer to the April 19<sup>th</sup> Regular City Council meeting so it can accompany the public hearing for the annexation of the same property.

This application has been withdrawn by the applicant because it is taking longer than anticipated to resolve the secondary access issue. This public hearing can be closed.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Floodplain map
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council close the public hearing.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
		X	

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND TO MULTI-FAMILY 25 (MF-2); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), to zoning district Multi-Family 25 (MF-2). The Property is accordingly hereby rezoned to Multi-Family 25 (MF-2).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 15<sup>th</sup> day of February 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_ day of March 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Address:

14807 E. US Hwy 290, Manor, TX 78653

Property Legal Description:

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/2 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7839/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association ( 242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/2 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :  
: KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>TH</sup> day of July of 2008, A.D. File No. BAHRAMI25.DOC

*William F. Forest Jr.*  
WM.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



EXHIBIT "A-1"



Pamela Madere  
(512) 236-2048 (Direct Dial)  
(512) 236-2002 (Direct Fax)  
pmadere@jw.com

December 12, 2022

Scott Dunlop, Director  
Development Services Dept.  
City of Manor  
105 East Eggleston Street  
Manor, TX 78653

Re: 14807 East Hwy 290 Manor, Texas – Annexation and Zoning Application for APPROXIMATELY 22.78 acres being out of an a portion of the A.C. CALDWELL SURVEY NO. 52, Abstract No. 154, in Travis County, Texas, and being the same property called 22.65 acres as described in a Deed recorded in Volume 10302, Page 548, Real Property Records of Travis County, Texas. (*the “Property”*)

Dear Mr. Dunlop:

We are submitting zoning and annexation applications for the Property. We are requesting MF-2 zoning and intend to develop the Property as a residential multi-family housing project.

The Property is currently in the City’s ETJ. The Property is identified as parks/open space on the FLUM and is along the commercial corridor as identified in the City of Manor draft Comprehensive Plan. Adjacent property uses are commercial corridor to the west and south, parks/open space to the east, and neighborhood to the north on the opposite side of Hwy. 290. Residential multi-family is the highest and best use of the Property based on the configuration of the Property and environmental conditions on the site.

The following documents are included with the application for voluntary annexation:

1. Signed and notarized Annexation Request and Petition;
2. Metes and bounds description of the property;
3. Property survey;
4. General Warranty Deed; and,
5. Signed Agreement Regarding Post-Annexation Provision of Services.



The following documents are included with the zoning application:

1. General Warranty Deed;
2. Tax Map showing property owners within 300 feet;
3. Mailing labels of property owners within 300 feet;
4. Metes and bounds description of the property; and
5. Property survey.

The annexation and zoning of this property will promote a safe, orderly, healthy, and vibrant development, as well as providing enhanced housing for the local community and the region.

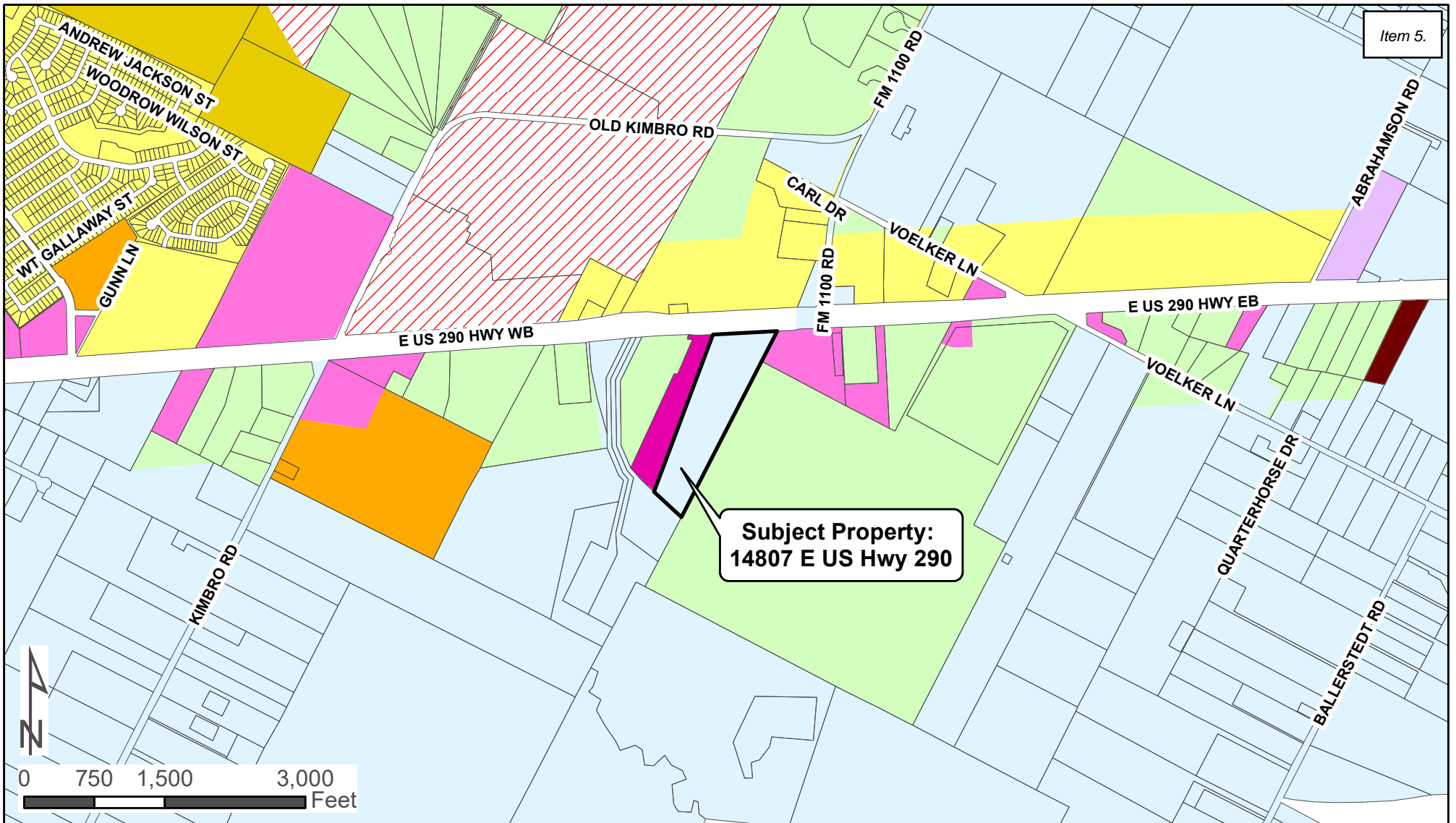
Please contact me if you have any questions.

Sincerely,



Pamela Madere

Enclosures: Zoning Application and Exhibits  
Annexation Application and Exhibits



## Proposed: Multi-Family 25 (MF-2)

Zone	
<span style="display: inline-block; width: 15px; height: 15px; background-color: #90EE90; border: 1px solid black;"></span> A - Agricultural	<span style="display: inline-block; width: 15px; height: 15px; background-color: #8B0000; border: 1px solid black;"></span> GO - General Office
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFF00; border: 1px solid black;"></span> SF-1 - Single Family Suburban	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFC0CB; border: 1px solid black;"></span> C-1 - Light Commercial
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black;"></span> SF-2 - Single Family Standard	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF69B4; border: 1px solid black;"></span> C-2 - Medium Commercial
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FFA07A; border: 1px solid black;"></span> TF - Two Family	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF00FF; border: 1px solid black;"></span> C-3 - Heavy Commercial
<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF8C00; border: 1px solid black;"></span> TH - Townhome	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF6347; border: 1px solid black;"></span> NB - Neighborhood Business
<span style="display: inline-block; width: 15px; height: 15px; background-color: #8B4513; border: 1px solid black;"></span> MF-1 - Multi-Family 15	<span style="display: inline-block; width: 15px; height: 15px; background-color: #FF0000; border: 1px solid black;"></span> DB - Downtown Business
<span style="display: inline-block; width: 15px; height: 15px; background-color: #654321; border: 1px solid black;"></span> MF-2 - Multi-Family 25	<span style="display: inline-block; width: 15px; height: 15px; background-color: #E6E6FA; border: 1px solid black;"></span> IN-1 - Light Industrial
<span style="display: inline-block; width: 15px; height: 15px; background-color: #9ACD32; border: 1px solid black;"></span> MH-1 - Manufactured Home	<span style="display: inline-block; width: 15px; height: 15px; background-color: #800080; border: 1px solid black;"></span> IN-2 - Heavy Industrial
<span style="display: inline-block; width: 15px; height: 15px; background-color: #ADD8E6; border: 1px solid black;"></span> I-1 - Institutional Small	<span style="display: inline-block; width: 15px; height: 15px; border: 1px dashed black;"></span> PUD - Planned Unit Development
<span style="display: inline-block; width: 15px; height: 15px; background-color: #0000FF; border: 1px solid black;"></span> I-2 - Institutional Large	<span style="display: inline-block; width: 15px; height: 15px; background-color: #ADD8E6; border: 1px solid black;"></span> ETJ

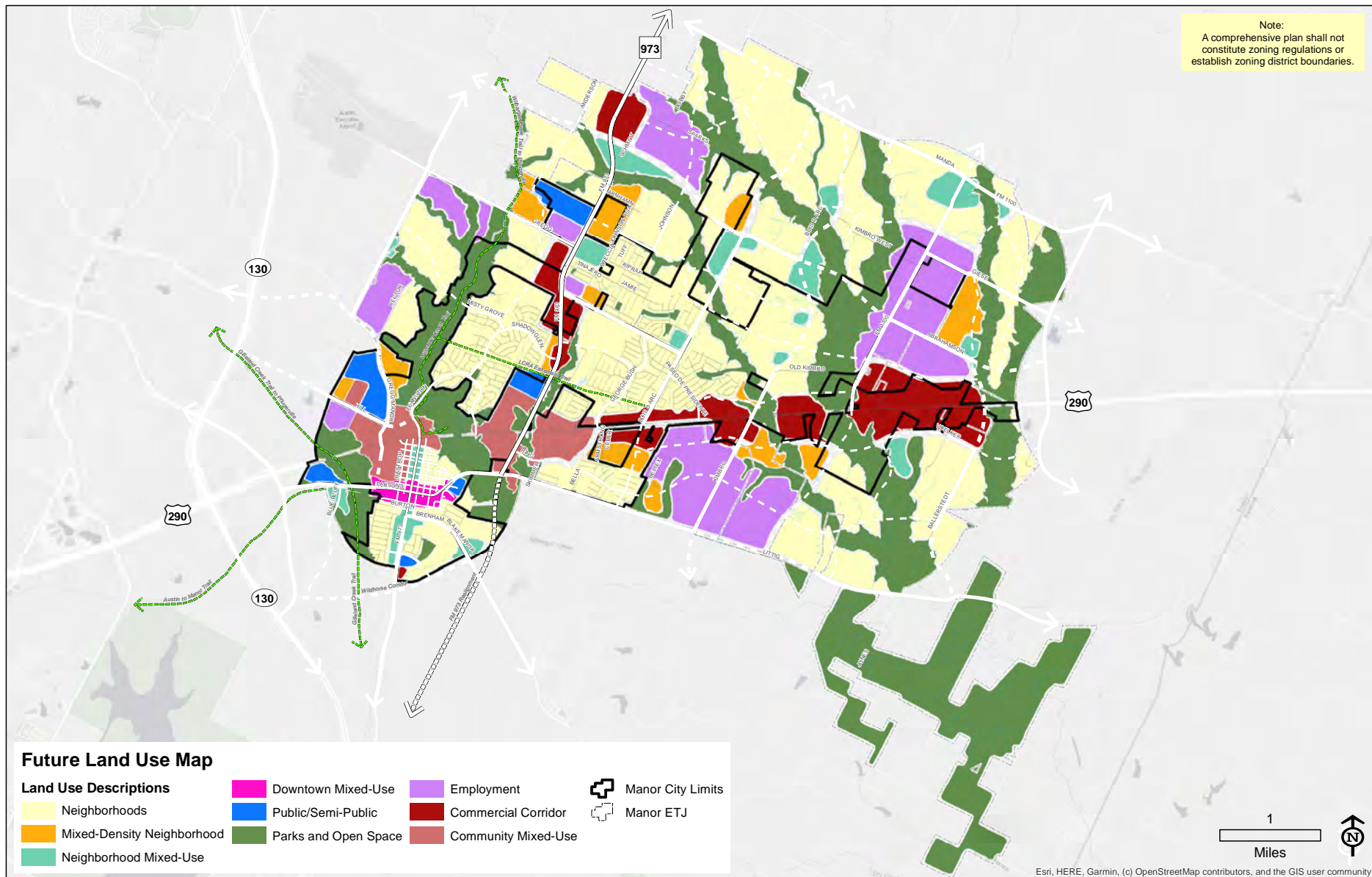
14807 E US 290

Write a description for your map.

**Legend**

- 📍 14807 US-290 *Item 5.*
- 📍 CAYSA
- 📍 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 Storage King USA





Map 3.1. Future Land Use Map

## COMMERCIAL CORRIDOR

Commercial Corridors consist of nonresidential land uses that meet the needs of both local and regional residents. This includes big box stores and multi-tenant commercial or retail uses.

They are typically located along high volume roadways or at high volume intersections and generate large amounts of sales tax revenue.

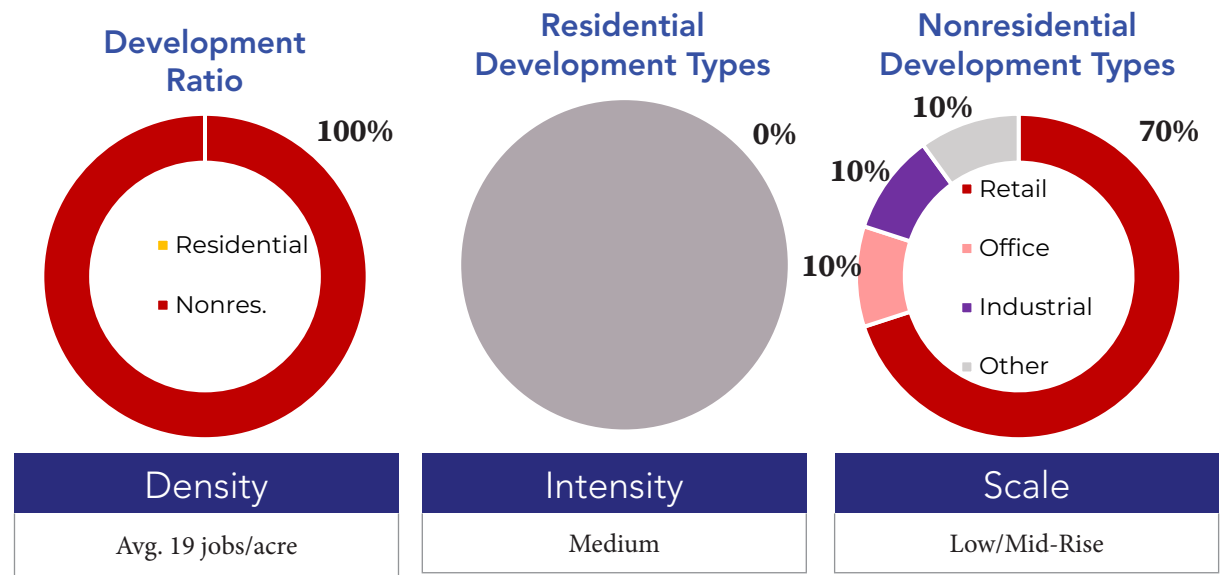
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

While it is recognized these corridors rely upon automobile accessibility and exposure, development should seek opportunities to leverage different forms with elements of mixed-use within the non-residential use framework. This introduces walkability for people once they arrive, reducing the number of trips and increasing the area’s appeal as a destination.

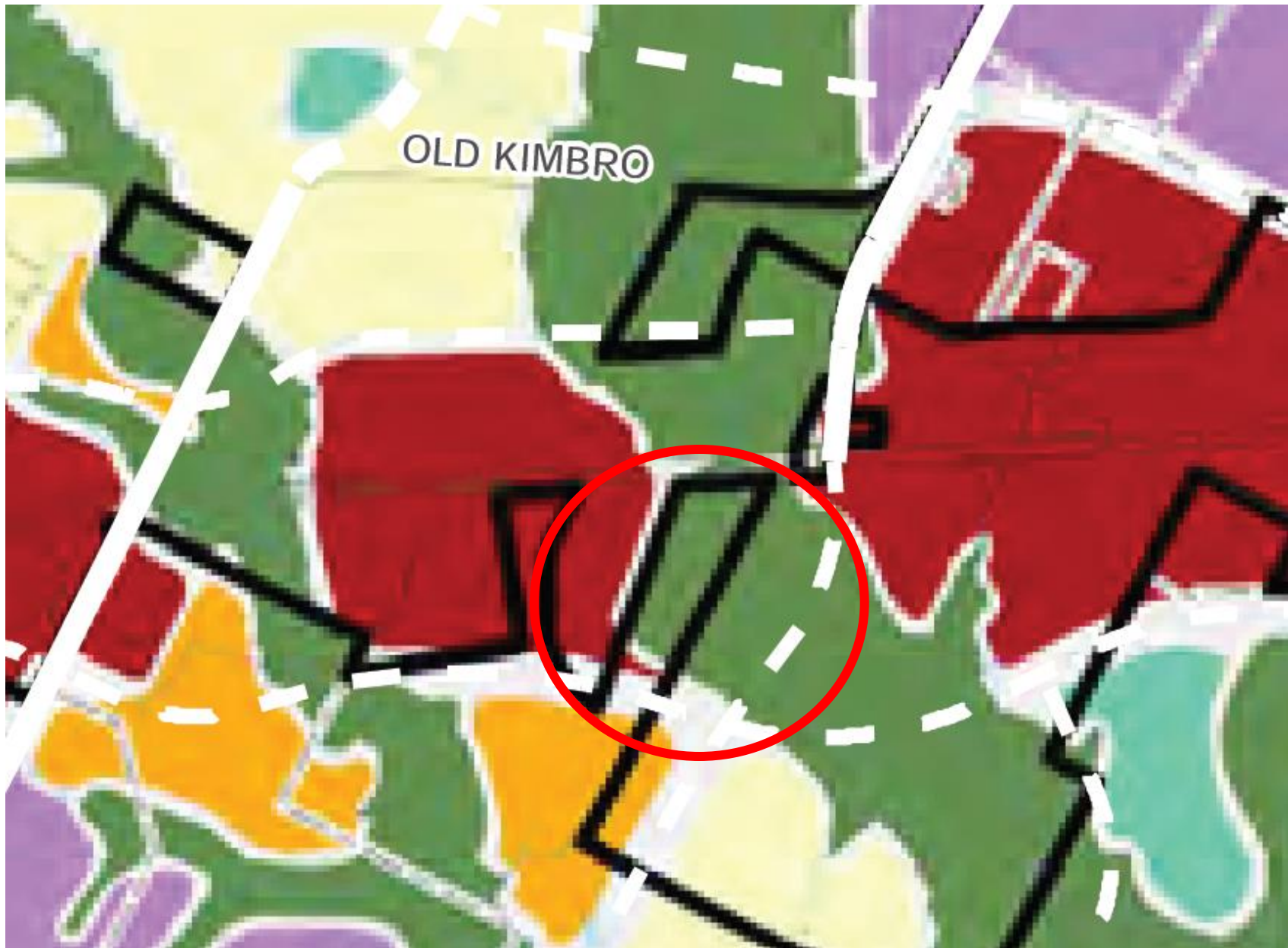
This district is especially appropriate for several needs that residents of Manor currently look elsewhere to provide, including:

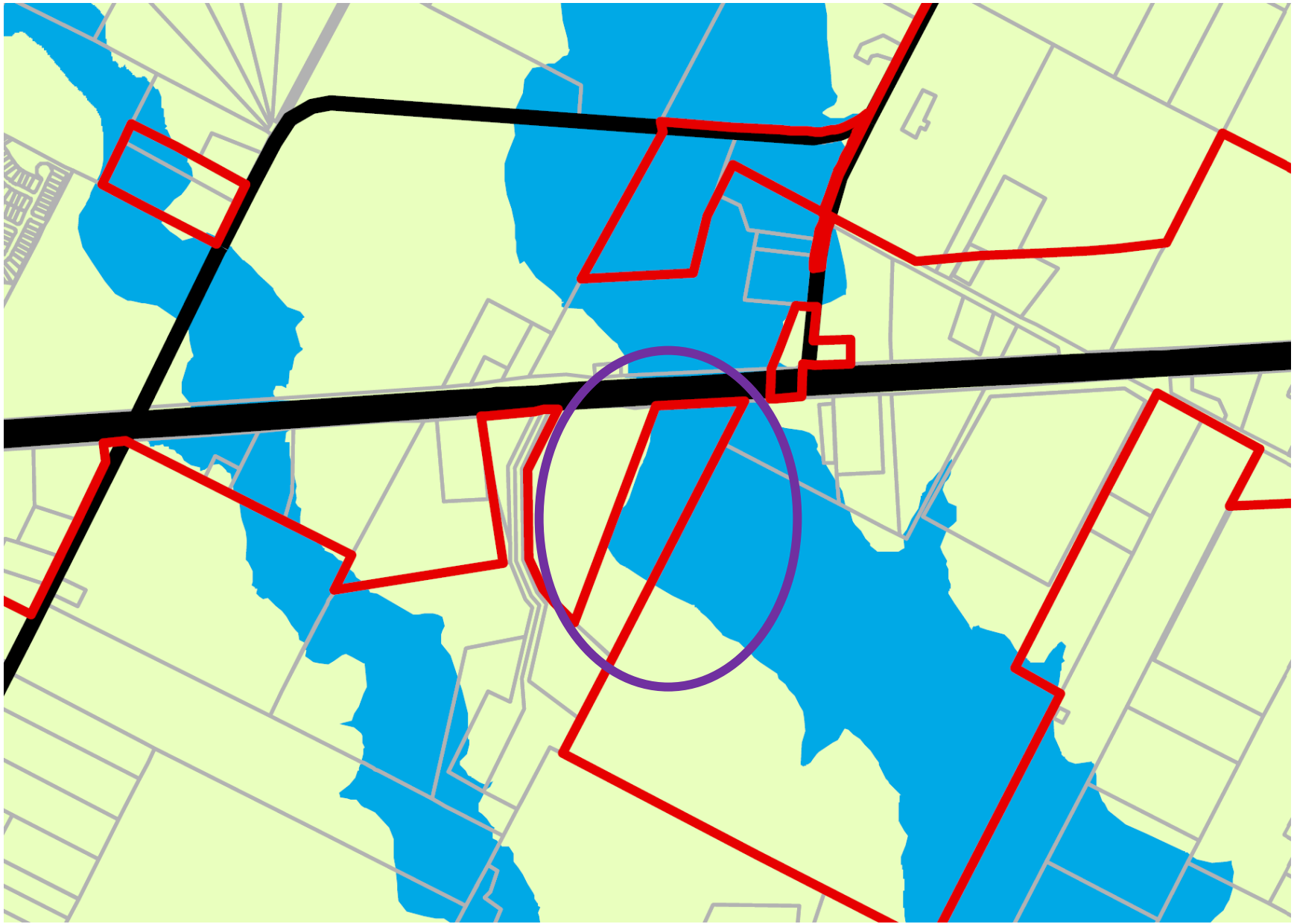
- Healthcare services, including hospitals.
- Retail and entertainment.
- Specialized facilities that support workforce and skills development, such as information technology, skilled trades and advanced manufacturing.

Figure 3.6. Commercial Corridor Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as the Commercial Corridors are generally oriented towards uses that rely on access and visibility to major roadways and highways and residential is not encouraged along the major roadways and highways for environmental justice and quality of life reasons. The activity and traffic generated by Commercial Corridor uses is not compatible with residential housing.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ● ● ○ ○	May be nonresidential mixed-use, such as office over retail or some residential can be appropriate if deeper within a site and less proximate to the major roadways. Residential mixed-use can also be appropriate to support transition to adjacent, lower density or residential areas. To note, mixed-use buildings are typically considered the highest fiscally performing development type on a per-acre basis.
Mixed-Use Urban, Community Scale	● ● ● ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ●	Appropriate overall.
Shopping Center, Community Scale	● ● ● ● ●	
Light Industrial Flex Space	● ● ○ ○ ○	Not considered appropriate due to limited potential for sales tax revenue generation and lower dependence on direct exposure to major roadways; can be appropriate if deeper within a site and less proximate to the major roadways, but should not be predominant use.
Manufacturing	● ○ ○ ○ ○	Not considered appropriate.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.









1/18/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 14807 E US 290 Rezoning A to MF-2  
 Case Number: 2022-P-1499-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and Manor City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a rezoning application for 14807 E US 290, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing:** Conduct a public hearing Regarding the submission of a Rezoning Application for one (1) lot on 22.78 acres, more or less, out of the AC Caldwell Survey 52, Abstract 154 and being located at 14807 E US 290, Manor, TX from Agricultural (A) to Multi-Family 25 (MF-2).

**Applicant:** Jackson Walker

**Owner:** Krantz Properties

The Planning and Zoning Commission will meet at 6:30PM on February 8, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00PM on February 1, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

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

Dinh Chau & Anh Kim Pham  
1201 Porterfield Dr  
Austin, TX 78753

Timmerman Properties Inc.  
PO Box 4784  
Austin, TX 78765

Duque States LLC  
2311 W. Howard Ln  
Austin, TX 78728

Greenfield Oz Real Estate LP & PV  
Interstate LLC  
18732A Centro Main St  
Shenandoah, TX 77385

Capital Area Youth Soccer Association  
PO Box 352  
Manor, TX 78653

Mason-Darnell Todd & Kim  
14601 US Highway 290 E Apt D  
Manor, TX 78653

Mason Marilyn M & Ronald J  
14601 US Highway 290 E Apt C  
Manor, TX 78653

Kondrath Amy L & Jeremy C  
14601 US Highway 290 E Apt B  
Manor, TX 78653

Eartc Investments Dos LLC  
14719 E US Hwy 290 Ste 106  
Manor, TX 78653

MB & MS Enterprises Inc  
PO Box 82653  
Austin, TX 78708



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance annexing 22.78 acres of land, more or less, located in Travis County, including abutting streets, roadways, and rights-of-way in the corporate limits of the city, at the request of the property owner, and approving an agreement for the provision of services for the annexed area.

**BACKGROUND/SUMMARY:**

This property is located at 14807 E US Hwy 290 and is where Krantz Select Woods is currently located. The city had previously submitted an involuntary annexation for this property in 2017 but the City Council removed it at the request of the property owner. The city has recently completed a wastewater line across the front of the property and as part of the easement acquisition some LUEs were provided to the property so long as they annex. The owner has put the property on the market and is voluntarily requesting annexation so a future buyer and/or developer can access the wastewater system.

This item has been withdrawn by the applicant because the proposed zoning and development is not feasible as planned without secondary access. Secondary access has not been obtained at this time so the applicant has withdrawn the zoning and annexation requests. This public hearing was opened and postponed at the March 1<sup>st</sup> Regular City Council Meeting so it can now be closed.

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

- Annexation Ordinance
- Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is city staff's recommendation that the City Council close the public hearing.

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 22.78 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with *Tex. Loc. Gov't Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

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

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including abutting streets, roadways, and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 22.78 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being that 22.78 acre tract described in a deed to Krantz Properties, LLC, as recorded in Document No. 2008155343, of the Real Property Records of Travis County, Texas, said 22.78 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", 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 Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**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 severable.

**SECTION 8.** 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 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex Gov't Code*.

**PASSED AND APPROVED FIRST READING** on this the 1<sup>st</sup> day of March 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

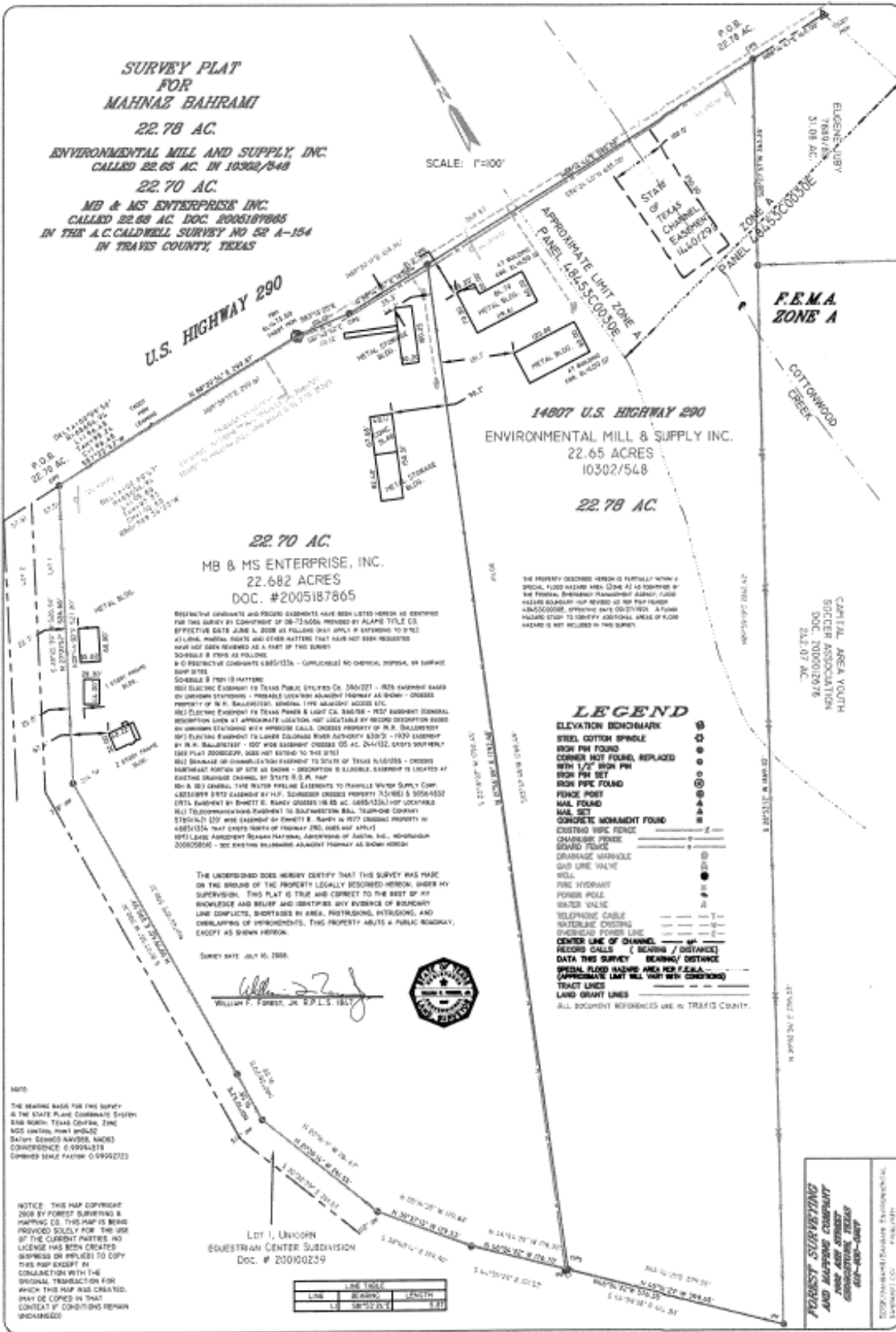
DRAFT

**Exhibit "A"**  
**Subject Property Description**  
**+/- 22.78 Acres**

DRAFT







**Exhibit "B"**  
**AGREEMENT REGARDING POST-ANNEXATION**  
**PROVISION OF SERVICES**  
**FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

DRAFT

## **Exhibit “B”**

### **AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Krantz Properties, LLC, a Texas limited liability company (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

#### **RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing 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; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the landowner and this Agreement, 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. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

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. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

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 City-owned 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. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

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 applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line

extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water 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 acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, 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 wastewater 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. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed 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;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(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 landowner 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 the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

(5) **Property Description.** The legal description of the subject property is as set forth in the

Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*



**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**LANDOWNER(S):**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

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

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

**LANDOWNER(S):**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name (print):** \_\_\_\_\_

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

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

**Subject Property Description**

Exhibit "A"

FOREST SURVEYING AND MAPPING CO.  
1002 Ash St.  
Georgetown, Tx. 78626

DESCRIPTION FOR ENVIRONMENTAL MILL AND SUPPLY INC.

BEING 22.78 acres of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas; the same property called 22.65 acres as described in a deed to Environmental Mill and Supply, Inc. of record in Vol. 10302, Pg. 548, of the Real Property Records of Travis County, Texas. This tract was surveyed on the ground in July of 2008, under the supervision of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a capped 1/8 inch iron pin which was set at the present Northeast corner of the said 22.65 acre tract and at the Northwest corner of the Eugene Juby property (31.08 ac. 7889/811). This corner exists at a fence corner in the South line of U.S. Highway 290.

THENCE with the East boundary of the said 22.65 acre property of Environmental Mill and Supply Inc. and the West boundary of Juby, S 28 deg. 27 min. 57 sec. W 363.26 feet to an iron pin found at the lower Northwest corner of the property of the Capital Area Youth Soccer Association (242.07 ac. Doc. 2000012678); continuing with the common boundary between C.A.Y.S.A. and the said 22.65 acres, S 28 deg. 33 min. 12 sec. W 1869.03 feet to an iron pin found at a fence corner.

THENCE with the South line of the said 22.65 acres and the North boundary of Lot 1 of the Unicorn Equestrian Center Subdivision (Doc. 200100239), N 46 deg. 04 min. 22 sec. W 399.65 feet to an iron pin set. This point stands stands (L1) S 81 deg. 53 min. 24 sec. E 5.87 feet from an iron pin found.

THENCE with the West boundary of the said 22.65 acre tract and the East boundary of a property called 22.682 acres as described in a deed to M B and M S Enterprise, Inc. (Doc. 2005187865), N 21 deg. 56 min. 09 sec. E 1792.60 feet to a capped 1/8 inch iron pin set.

THENCE with the South line of U.S. Highway 290, N 88 deg. 14 min. 44 sec. E 685.00 feet to the POINT OF BEGINNING.

STATE OF TEXAS :  
 : KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 16<sup>TH</sup> day of July of 2008, A.D. File Word: BAHRAMIDS.DOC

  
W.M.F. FOREST JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



**EXHIBIT "A-1"**





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).  
*Applicant: Westwood Professional Services*  
*Owner: Lone Star Electric*

**BACKGROUND/SUMMARY:**

This property was recently annexed into the city limits. They are lots within the Manor Commercial Park, which is an industrial business park. The owner has a site plan in review to construct two industrial buildings and associated site improvements. The default zoning after annexation is Agricultural which is why the property currently has that zoning designation.

The Comprehensive Plan FLUM has this area as ‘Employment Center’ which has uses that are consistent with IN-1 Light Industrial.

P&Z conducted the public hearing and found it in compliance with the Comp Plan. They voted 5-0 to approve.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council conduct the public hearing.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X</b>		

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A" (the "Property"), from Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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



ORDINANCE NO. \_\_\_\_\_

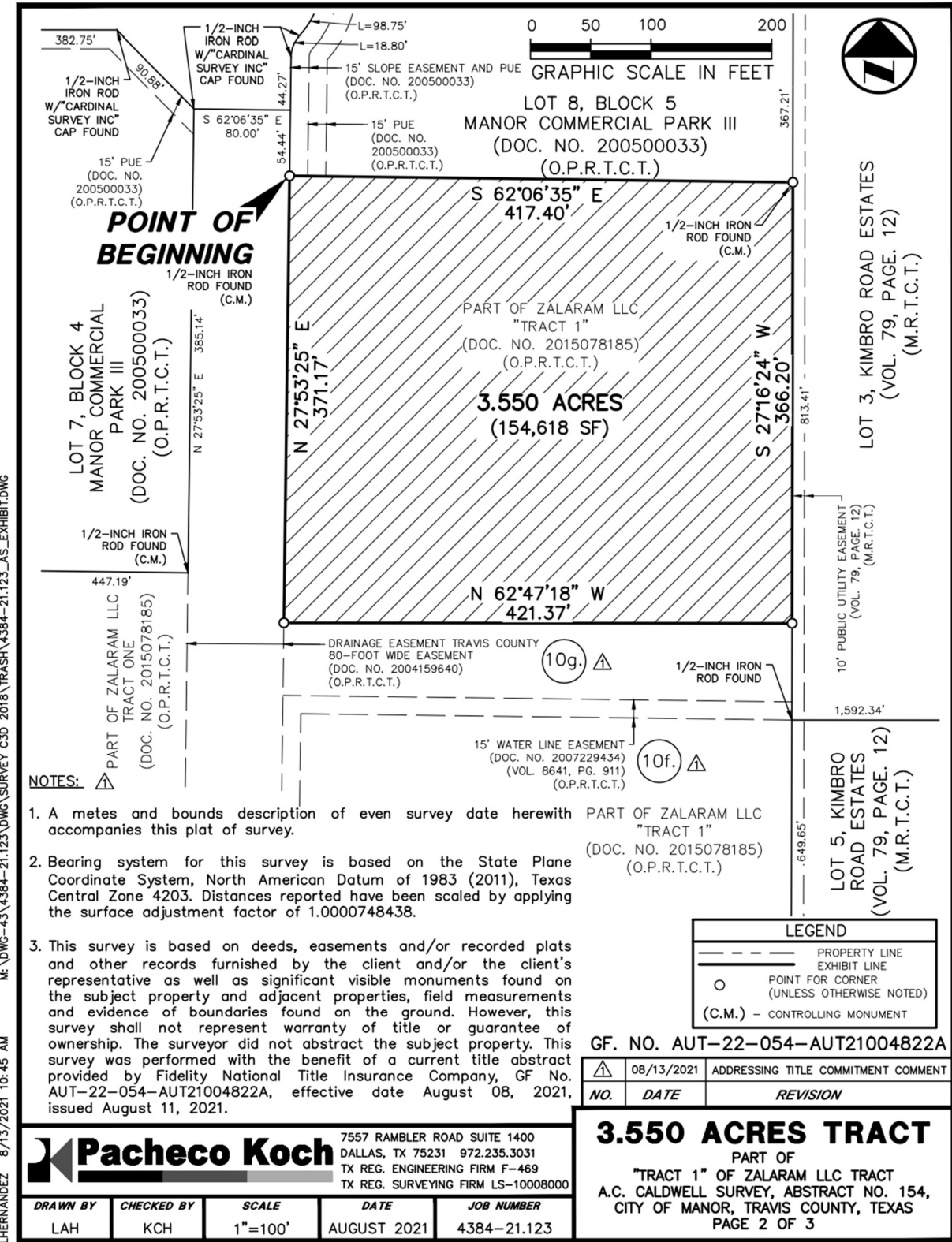
Page 3

**EXHIBIT "A"**

Property Legal Description:

Lots 6, 7 and 8, Block 5, Manor Commercial Park III, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200500033, Official Public Records of Travis County, Texas and a 3.550 acre tract more particularly described as follows:





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**NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS**

10f. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mansville Water Supply Corp.  
Purpose: As provided in said instrument  
Recording No: Volume 8641, Page 911, Real Property Records, Travis County, Texas. Does not affect the subject property as shown hereon.

10g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Travis County  
Purpose: As provided in said instrument  
Recording No: Document No. 2004159640, Official Public Records of Travis County, Texas. Does not affect the subject property as shown hereon.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the exhibit tract described.

*Kyle Harris* 08/13/2021  
Kyle Coleman Harris Date  
Registered Professional  
Land Surveyor No. 6266



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LHERNANDEZ 8/13/2021 10:45 AM

GF. NO. AUT-22-054-AUT21004822A

△	08/13/2021	ADDRESSING TITLE COMMITMENT COMMENT
NO.	DATE	REVISION



7557 RAMBLER ROAD SUITE 1400  
DALLAS, TX 75231 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008000

**3.550 ACRES TRACT**  
PART OF  
"TRACT 1" OF ZALARAM LLC TRACT  
A.C. CALDWELL SURVEY, ABSTRACT NO. 154,  
CITY OF MANOR, TRAVIS COUNTY, TEXAS  
PAGE 3 OF 3

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
LAH	KCH	NONE	AUGUST 2021	4384-21.123

March 17, 2023  
PK No.: 4384-21.123

**Mr. Scott Dunlap**  
**CITY OF Manor**  
Planning Department  
105 E Eggleston Street  
Manor, Texas 78653

Re: **LETTER OF INTENT**  
**Rezoning Application**  
*Manor, Travis County, Texas*

Dear Mr. Dunlap:

We are proposing the rezoning of the properties located at the below addresses:

Travis County Property ID 711108, 711107, 711106, 962893

A supporting location map of these properties is provided. The properties are currently in the ETJ and is currently a vacant site that is being annexed into the city.. We are proposing to rezone the properties as a Light Industrial. The purpose and intent of the LI zoning district is to develop an a 2 building warehouse development that compliments the surrounding land uses and meets the intent of the City of Manor.

If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

Sincerely,



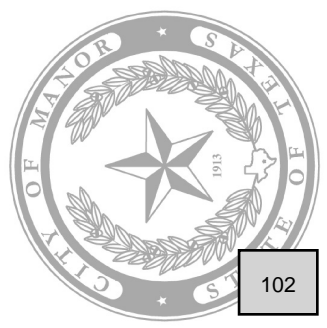
Clayton Stolle, P.E.



**Subject Property:  
13.98 Acres**




- Zone**
- A - Agricultural
  - SF-1 - Single Family Suburban
  - SF-2 - Single Family Standard
  - TF - Two Family
  - TH - Townhome
  - MF-1 - Multi-Family 15
  - MF-2 - Multi-Family 25
  - MH-1 - Manufactured Home
  - I-1 - Institutional Small
  - I-2 - Institutional Large
  - GO - General Office
  - C-1 - Light Commercial
  - C-2 - Medium Commercial
  - C-3 - Heavy Commercial
  - NB - Neighborhood Business
  - DB - Downtown Business
  - IN-1 - Light Industrial
  - IN-2 - Heavy Industrial
  - PUD - Planned Unit Development
  - ETU

**Current:**  
 Agricultural (A)  
  
**Proposed:**  
 Light Industrial (IN-1)

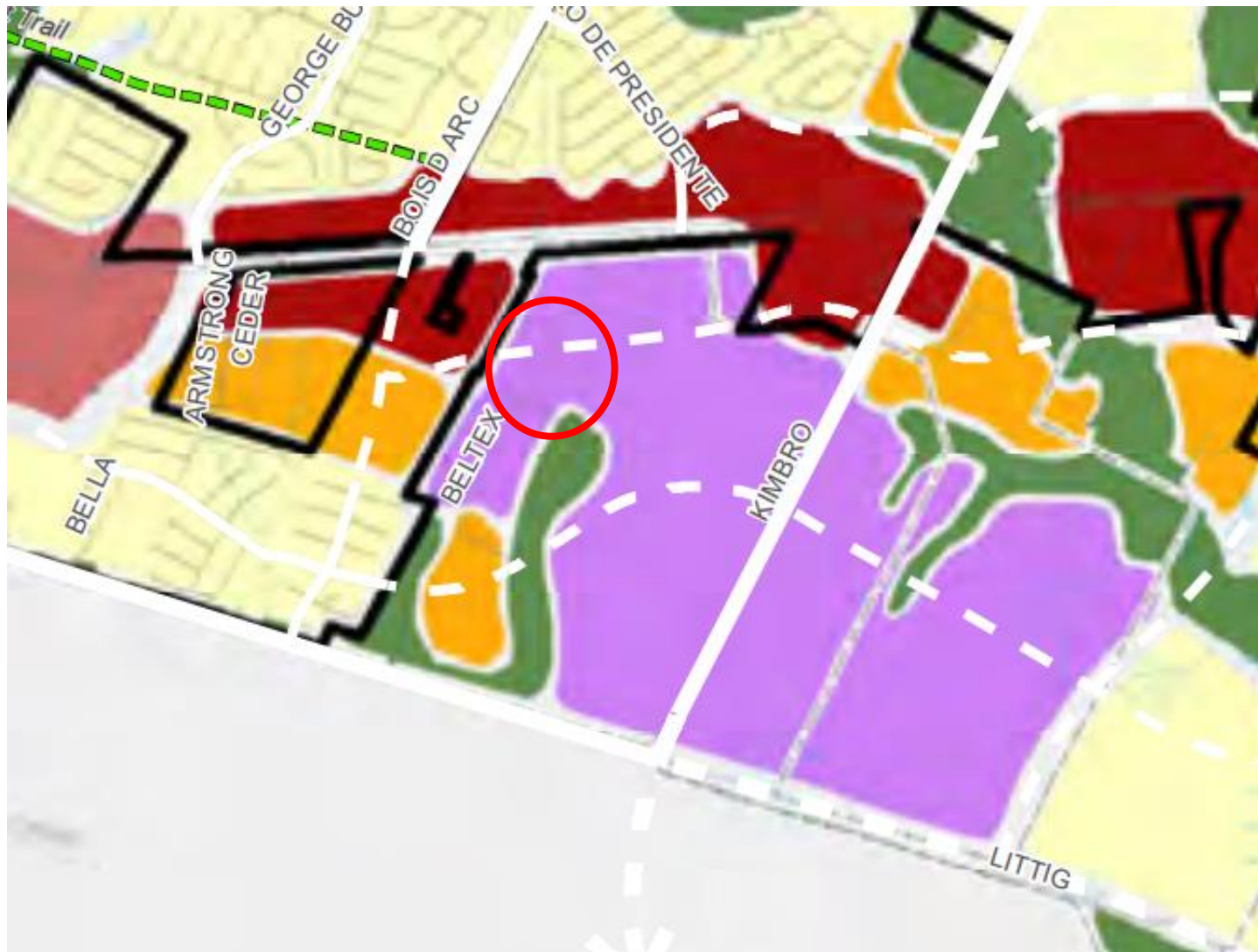


**Lone Star Electric**  
Write a description for your map.

**Legend**

-  CITY OF *Item 7.*
-  Future Dental
-  MMURPHY







## EMPLOYMENT

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

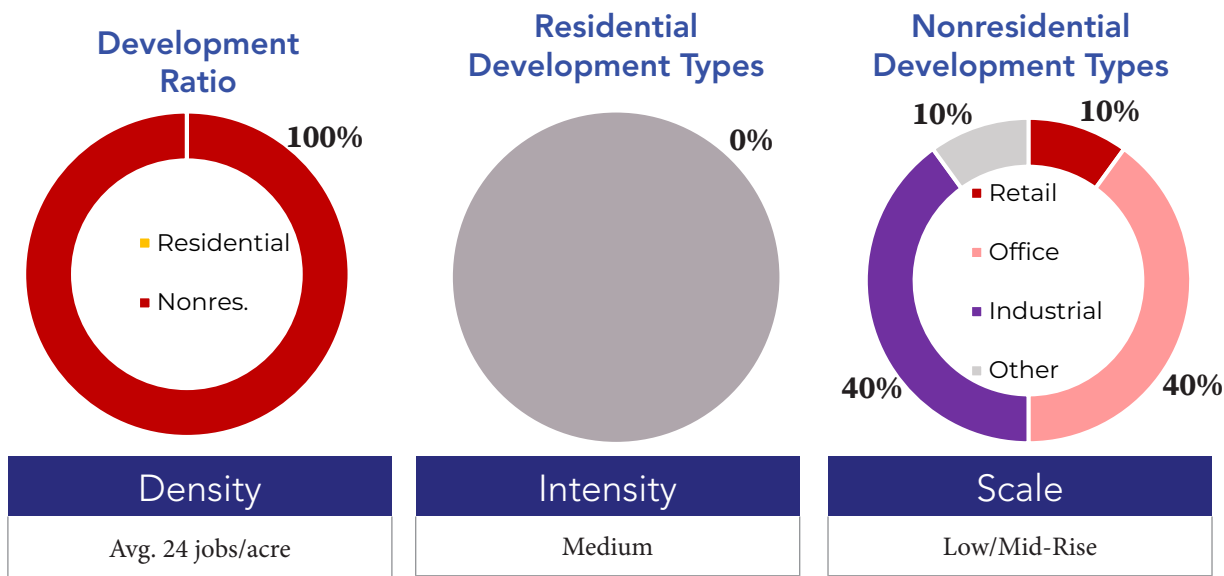
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

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

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

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

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: Lone Star Electric Rezoning (A) to (IN-1)  
 Case Number: 2023-P-1526-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for the Lone Star Electric Subdivision, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**

*Applicant: Westwood Professional Services*

***Owner: Lone Star Electric***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

**Zalaram LLC**  
30 Chadwick Dr  
Dover DE 19901

**AMA One LLC**  
2303 RR 620 S# 160-228  
Lakeway, TX 78734

**Juanita Nava**  
122 Luetta St  
Houston, TX 77076

**Green Line Industrial Park**  
PO Box 170158  
Austin, TX 78717

**Minnie Vrazel**  
11306 June Dr  
Austin, Texas 78753



**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A" (the "Property"), from Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT “A”**

Property Address: 12617 Beltex Drive, Manor, TX 78653

Property Legal Description:

Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision in Travis County, Texas, according to the plat or map of record in Volume 87, Pages 167B – 168A, Plat Records of Travis County, Texas.



March 17, 2023

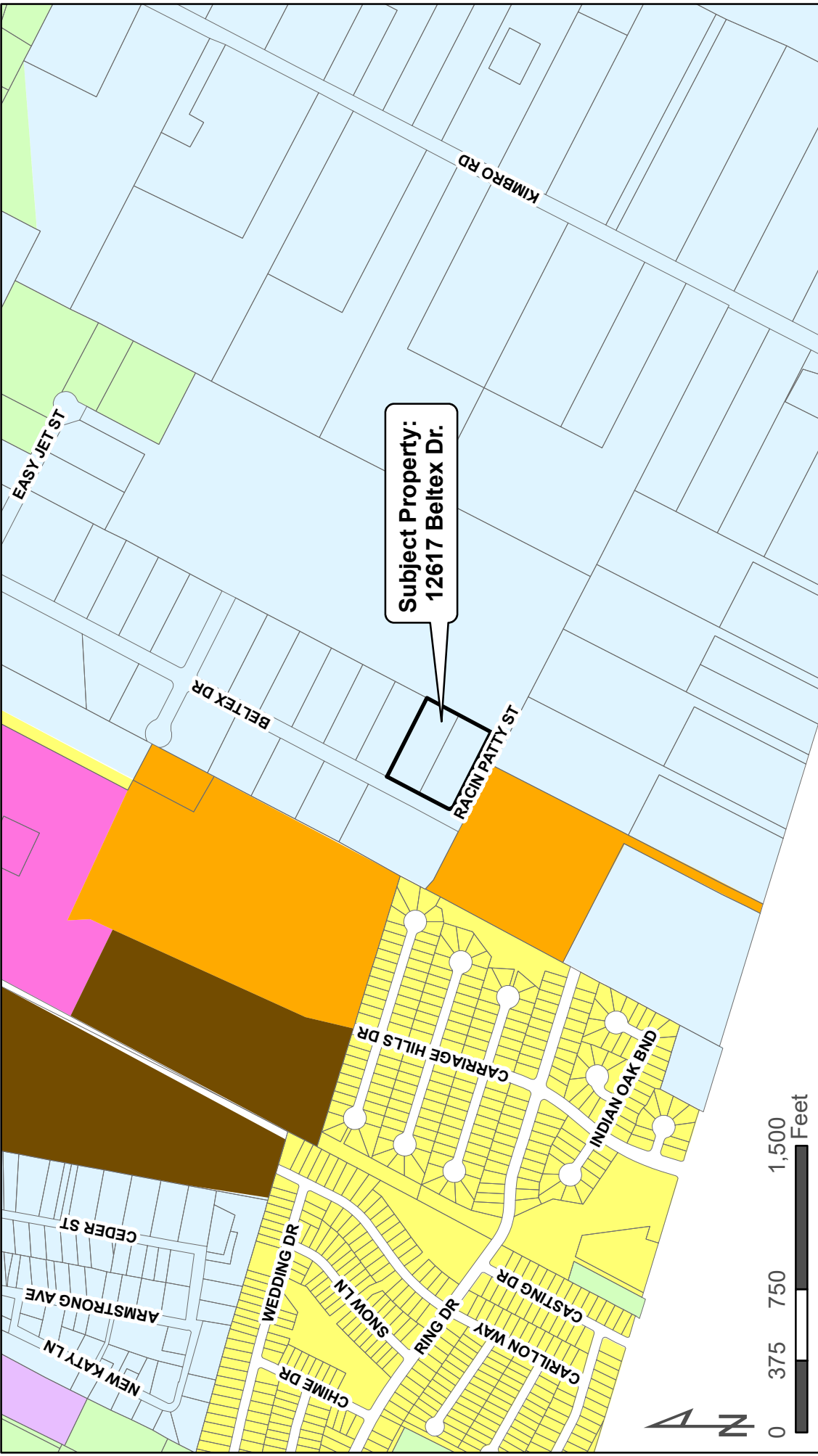
City of Manor  
Rezoning Committee

To Whom it May Concern,

Please accept this letter as a request to rezone the property currently listed as 12617 and 12621 Beltex Drive, Manor, TX 78653 to light industrial. We are requesting this rezoning for purposes of annexing into the city of Manor and constructing a warehouse storage and office facility on the property.

Sincerely,

Christophe Robin  
Vice President  
Couronne Company, Incorporated



**Subject Property:  
12617 Beltex Dr.**

Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
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	IN-1 - Light Industrial
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	PUD - Planned Unit Development
	ETU




# Proposed: Light Industrial (IN-1)



# 12617 Beltex Drive

Write a description for your map.

**Legend**

-  CITY OF *Item 8.*
-  Future Dental
-  MMURPHY



12617 Beltex Dr

Rachn Patty St

Terchy's

Air Liquide America Corporation

Glassnow



## EMPLOYMENT

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

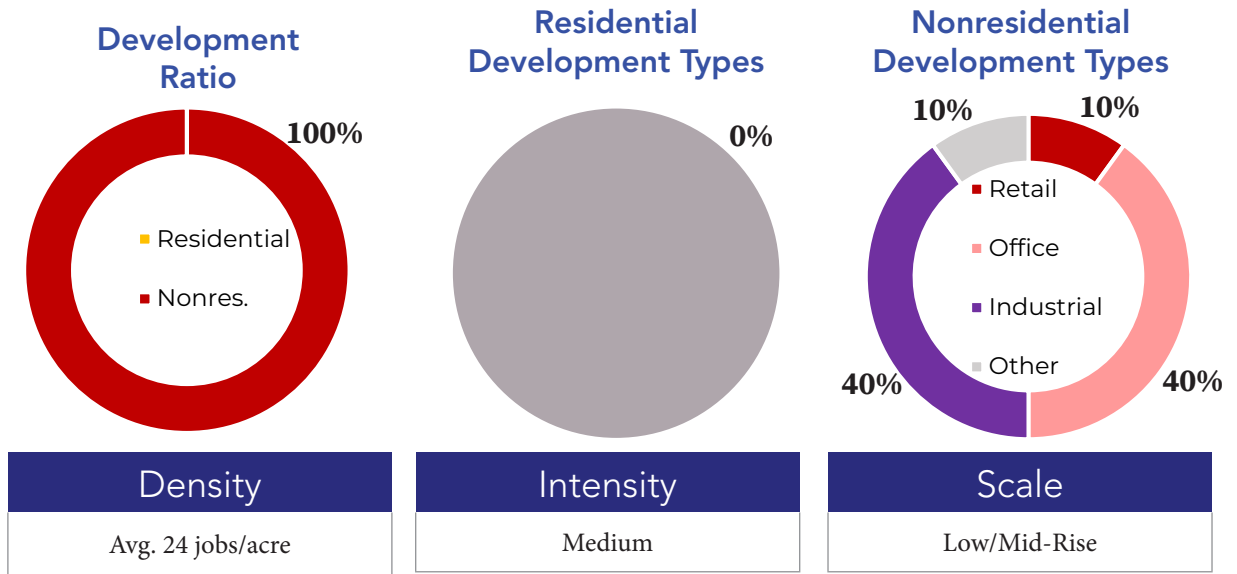
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

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

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

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

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 12617 Beltex Road Rezoning (IN-1)  
 Case Number: 2023-P-1528-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 12617 Beltex Road, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).**

***Applicant: Couronne Co.***

***Owner: Couronne Company, Inc.***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

Damn Good LLC  
510 S Congress Ave  
Suite 108  
Austin, TX 78704-17

ELEVATED VISIONS INCORPORATED  
2507 PARK VIEW DR  
AUSTIN TX 78757-2334

ZALARAM LLC  
30 CHADWICK DR  
DOVER DE 19901-5827

AIR LIQUIDE ELECTRONICS US LP9811  
KATY FREEWAY STE 100  
HOUSTON TX 77024-1274

MANOR ELITE RESIDENCES LLC  
13401 Bullick Hollow Rd  
Austin TX 78726-5108

HLM INVESTMENTS  
11111 ROJAS DR  
EL PASO TX 79935-5406





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W Parsons Street, Manor, TX.

*Applicant: Carney Engineering, PLLC*

*Owner: Carney Engineering, PLLC*

**BACKGROUND/SUMMARY:**

This concept plan has been approved by our engineers. The property was rezoned to MF-2 on June 15, 2022. This concept plan creates 1 lot and leaves a remainder tract that is zoned C-1 Light Commercial. This project, but not this Concept Plan, includes the extension of W. Eggleston to the new Gregg Manor Road.

P&Z conducted this public hearing and one person spoke in opposition and one comment was received via email. The resident in opposition spoke to the lack of historic design and character and how the development would degrade nearby historical site(s). The emailed comment had concerns about buffering to their backyard and dust pollution during construction. The applicant and owner were present and spoke in support of the item. The owner addressed the they would be in charge of the design as well as future management of the property and its design would negatively affect the city. They spoke about how they are extending W. Eggleston to Gregg Manor Rd and retained a commercial lot for future retail/office development. They also spoke that during construction they would do their best to keep dust to a minimum and offered their direct contact to the neighbor so they can report any issues to them. They spoke that their landscaping plan was still be completed and they would buffer to the single-family as necessary and that there would be a fence.

P&Z voted 5-0 to approve but asked that the developer buffer to the single family as much as possible.

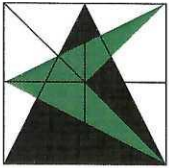
**LEGAL REVIEW:** Not Applicable  
**FISCAL IMPACT:** No  
**PRESENTATION:** No  
**ATTACHMENTS:** Yes

- Letter of intent
- Concept Plan
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council conduct the public hearing.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		



**CARNEY**  
ENGINEERING, PLLC  
EXPECT EXCELLENCE

**SUMMARY LETTER**  
**LAS ENTRADA SOUTH SECTION 4 MANOR**  
**ENTRADA GLEN APARTMENTS**  
**MANOR, TEXAS**  
**January 22, 2023**

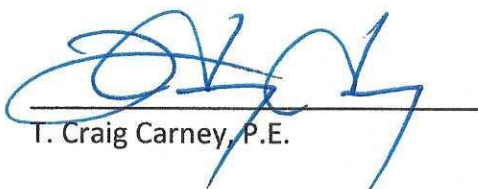
The 13.22-acre site is located at the southeast quadrant of proposed Gregg Manor Road and the proposed Eggleston Street extension. A total of 378 apartment units are planned.

Gregg Manor Road is being designed and constructed by others. It will have a 90-ft ROW and 40-ft (back of curb to back of curb) of 40-ft with a concrete paving section. New domestic water line (8-inch) and sanitary sewer line (8-inch) will be installed with the Gregg Manor ROW. Stub-outs will be provided on the east side of Gregg Manor which will provide service to the apartment site. A drainage system consisting of RCP drainage pipe and curb inlets will also be installed.

The Eggleston Street extension will have a 80-ft ROW with asphalt pavement section. A 12-inch water line is on the north side of Eggleston. A connection will be made to this water line to complete the looped system. A drainage system will also be installed within the ROW.

A fee will be paid in-lieu of park land dedication

**CARNEY ENGINEERING, PLLC**  
TBPE Firm No. F-5033

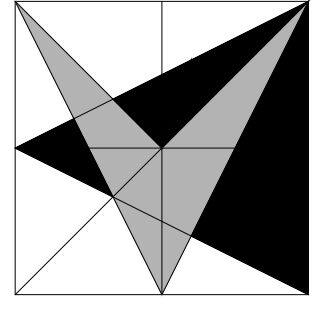
  
T. Craig Carney, P.E.



REVISIONS  
 02/14/2023 GBA CONCEPT PLAN COMMENTS  
 02/23/2023 MANOR ACKNOWLEDGEMENT

ENTRADA GLEN MANOR  
 GREGG MANOR ROAD  
 MANOR, TEXAS

SITE PLAN  
 ISSUED FOR PERMITTING - 12/12/2022

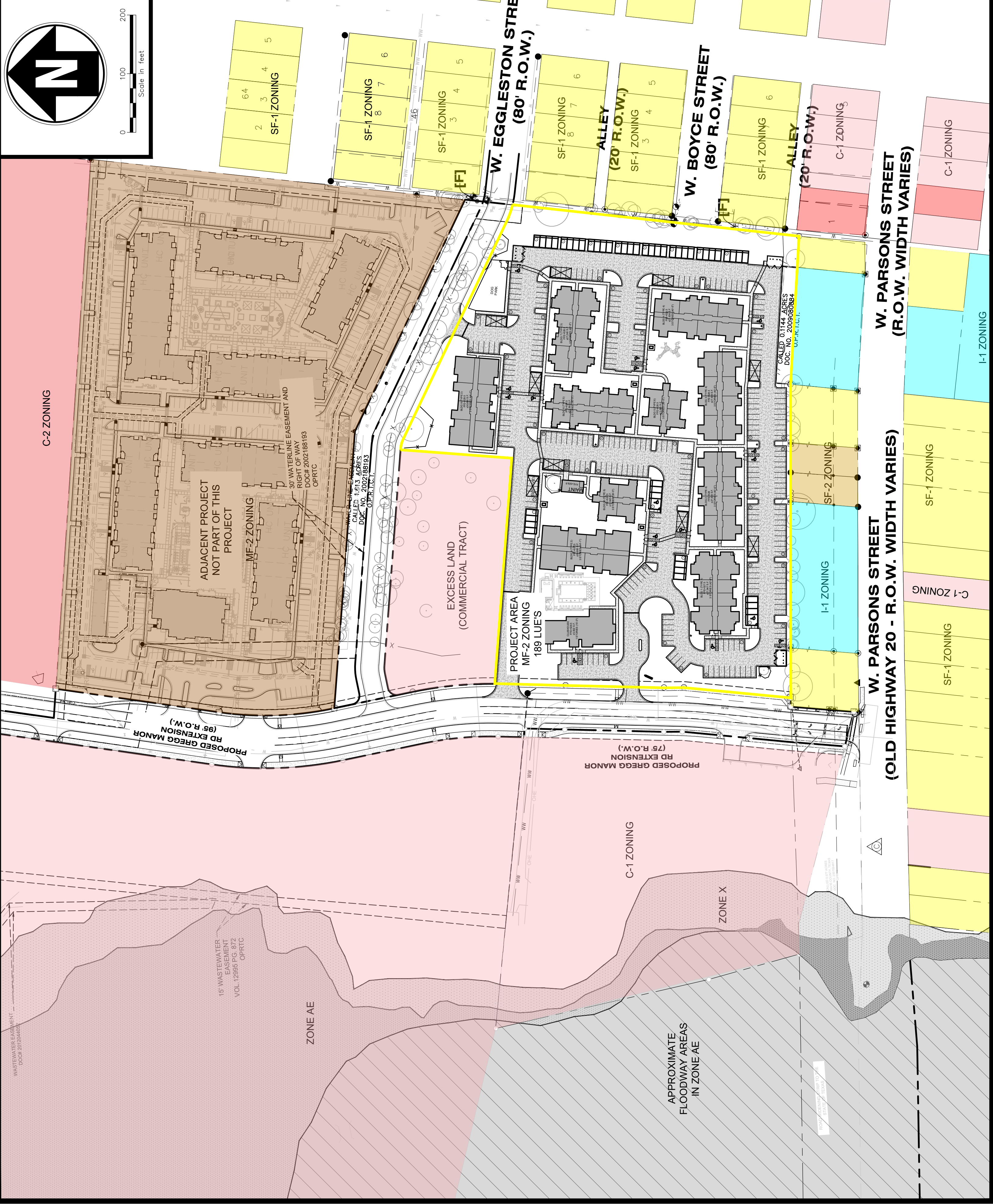


**CARNEY**  
 ENGINEERING,  
 PLLC.  
 5465 LEGACY DRIVE, SUITE 650  
 Plano, Texas 75024  
 PH (469) 443-0861  
 FAX (469) 443-0863

This document is released for the purpose of Permitting under the authority of Craig Carney, P.E. # 55114 on 12/29/2022.

TBPE FIRM REGISTRATION NO: F-5033  
 DRAWN BY: BGF  
 CHECKED BY: BFB  
 START DATE: 08/17/2022  
 SCALE:  
 PROJECT NO.:

**CP-3**  
 SHEET





1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, February 9, 2023

T. Craig Carney  
Carney Engineering, PLLC  
5700 Granite Parkway, Suite 200  
PLANO TX 75024  
Craig@eng-firm.com

Permit Number 2023-P-1508-CP  
Job Address: Entrada Glen Apartments Concept Plan, , LA.

Dear T. Craig Carney,

The first submittal of the Entrada Glen Apartments Concept Plan (*Concept Plan*) submitted by Carney Engineering, PLLC and received on February 14, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. Provide information on the anticipated traffic volume to be generated by the development.
- ii. Provide label and ROW for the street west of the property. This street doesn't exist yet, provide a comment that this is a proposed location for the following street.
- iii. ~~Provide the R.O.W. width for W. Parsons St/Old Hwy 20, City of Manor is transitioning away from ROW-~~  
width varies

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. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. 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.

Thank you,

2/9/2023 8:40:45 AM  
Entrada Glen Apartments Concept Plan  
2023-P-1508-CP  
Page 2

Tyler Shows  
Staff Engineer  
GBA

Item 9.



1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, February 9, 2023

T. Craig Carney  
Carney Engineering, PLLC  
5700 Granite Parkway, Suite 200  
PLANO TX 75024  
Craig@eng-firm.com

Permit Number 2023-P-1508-CP  
Job Address: Entrada Glen Apartments Concept Plan, , LA.

Dear T. Craig Carney,

The first submittal of the Entrada Glen Apartments Concept Plan (*Concept Plan*) submitted by Carney Engineering, PLLC and received on January 12, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. Provide information on the anticipated traffic volume to be generated by the development. **Traffic Memo attached**
- ii. Provide label and ROW for the street west of the property. This street doesn't exist yet, provide a comment that this is a proposed location for the following street. **Label provided**
- iii. Provide the R.O.W. width for W. Parsons St/Old Hwy 20, City of Manor is transitioning away from ROW width varies **Comment cleared by Tyler**

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. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. 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.

Thank you,

2/9/2023 8:40:45 AM  
Entrada Glen Apartments Concept Plan  
2023-P-1508-CP  
Page 2

Item 9.

Tyler Shows  
Staff Engineer  
GBA



1500 County Road 269  
Leander, TX 78641

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

Date: Wednesday, February 22, 2023

T. Craig Carney  
Carney Engineering, PLLC  
5700 Granite Parkway, Suite 200  
PLANO TX 75024  
Craig@eng-firm.com

Permit Number 2023-P-1508-CP  
Job Address: Entrada Glen Apartments Concept Plan,

Dear T. Craig Carney,

We have conducted a review of the concept plan for the above-referenced project, submitted by T. Craig Carney and received by our office on February 14, 2023, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. 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 Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan 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 black ink, appearing to read 'Tyler Shows'.

Tyler Shows  
Staff Engineer  
GBA





3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Project Name: Entrada Glen Apartments Concept Plan  
 Case Number: 2023-P-1508-CP  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Concept Plan for the Entrada Glen Apartments being located at the intersection of Gregg manor Road and W Parsons Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being being located at the intersection of Gregg manor Road and W Parsons Street, Manor, TX.**

***Applicant: Carney Engineering, PLLC***

***Owner: Carney Engineering, PLLC***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 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 Concept Plan 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.

**MANOR APARTMENTS LLC**  
4600 TRIANGLE AVE #6102  
AUSTIN TX 78751-3509

**CRUMLEY GILBERT & ESSIE**  
PO BOX 170309  
AUSTIN TX 78717-0019

**LIONS CLUB OF MANOR INC**  
PO BOX 68  
MANOR TX 78653-0068

**LAS ENTRADAS DEVELOPMENT**  
9900 US HIGHWAY 290 E  
MANOR TX 78653-9720

**RIOJAS SANTIAGO & IRASEMA**  
PO BOX 885  
MANOR TX 78653-0885

**MIMS MICHAEL L & BEVERLY R**  
PO BOX 447  
MANOR TX 78653-0447

**LI JULIE**  
24431 CAVENDISH AVE W  
NOVI MI 48375-2358

**DESH JR LLC**  
4419 RAMSEY AVE  
AUSTIN TX 78756-3208

**BURNS MEMORIAL TEMPLE**  
PO BOX 1061  
MANOR TX 78653-1061

**DAVIS HATTIE MAE**  
PO BOX 229  
MANOR TX 78653-0229

**WILSON JOETTA**  
411 W PARSONS ST  
MANOR TX 78653-4719

**EASLEY LENORA**  
PO BOX 734  
MANOR TX 78653-0734

**HEIN ROBERT**  
409C W Parsons St  
Manor TX 78653-4719

**EASLEY LENORA**  
307 W BOYCE ST  
MANOR TX 78653

**MILLIGAN FINISH**  
3811 LIBERTY SQUARE TRL  
FRESNO TX 77545-8817

**BUSH KAITANYA L**  
PO BOX 218  
MANOR TX 78653-0218

**TRAVIS COUNTY EMERGENCY**  
PO BOX 846  
MANOR TX 78653-0846

**TAYLOR FLOYD ROY ETAL**  
7010 BLESSING  
AUSTIN TX 78752-3316

**FIELD MARY R ETAL**  
PO BOX 184  
MANOR TX 78653-0184

**CABELLO PEDRO & ERICA CABELLO**  
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MANOR TX 78653-0384

**SEPECO**  
PO BOX 170309  
AUSTIN TX 78717-0019

**GUERRERO JULIO & CYNTHIA**  
PO BOX 142265  
AUSTIN TX 78714-2265

**BOWEN BRADLEY & PAULA**  
18109 WHITEWATER CV  
ROUND ROCK TX 78681-3594

**DUVALL NOVELLA P**  
PO BOX 654  
MANOR TX 78653-0654

**NEWSOME FLORENCE ET AL**  
PO BOX 133  
MANOR TX 78653-0133

**HERRERA JUAN CARLOS & MARIA D**  
107 N BASTROP ST  
MANOR TX 78653

**GARCIA EPIFANIO DELGADO & MARIBEL  
DELGADO HUERTA**  
5503 HIBISCUS DR  
AUSTIN TX 78724-3328

**SAMUDIO FAUSTINO**  
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MANOR TX 78653-0028

**BORREGO MARTHA IRENE**  
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MANOR TX 78653

**SALAZAR JOSE CIPRIANO & UGANDA  
GONZALEZ**  
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MANOR TX 78653-0164

**LOGGINS RAYDELL**  
PO BOX 47  
MANOR TX 78653-0047

**DE LEON CARMEN P**  
PO BOX 81  
MANOR TX 78653-0081

**AAA FIRE & SAFETY EQUIPMENT CO INC**  
PO BOX 16401  
AUSTIN TX 78761-6401

**REYES MARY A & ROBERT H**  
PO BOX 344  
MANOR TX 78653-0344

**CITY OF MANOR**  
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MANOR TX 78653-3463

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MANOR TX 78653-0214

**RIOJAS ORALIA GARZA**  
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MANOR TX 78653-0089

**JONES SAMUEL DELL JR & RACHEL**  
PO BOX 416  
MANOR TX 78653-0416

**BURNS ELBERT R ETAL**  
PO BOX 413  
MANOR TX 78653-0413

**MIRAMONTES MANUEL TORRES &  
HELEN JUDITH BAILEY-TORRES**  
19337 W T GALLAWAY ST  
MANOR TX 78653-3991

**SMITH AUDREY B**  
10304 IVY JADE  
SCHERTZ TX 78154-6255

**OKORO CHIAMO**  
3101 E 12TH ST UNIT D-4  
AUSTIN TX 78702-2526

**CASIMIRO MILDRED**  
412 W PARSONS ST  
MANOR TX 78653-4704

**AL NOOR MUSLIM COMMUNITY CENTER  
OF MANOR**  
900 Low Brim Cv  
Pflugerville TX 78660-4797

**MANOR I S D**  
PO BOX 359  
MANOR TX 78653-0359



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing on amendments to Chapter 14 Zoning of the Manor code of ordinances to modify the definition of Hospital Services; modify the Residential Land Use Table relating to Single-Family Attached (2 units) and Single-Family Detached uses; modify the Residential Land Use Conditions Table relating to Single-Family Attached (2 units) and Single-Family Detached uses; modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through uses; modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through uses; modify Non-Residential and Mixed-Use Development Standards relating to Maximum Dwelling Units; modify Non-Residential and Mixed-Use Development Standards Table Notes relating to alleys within the Historic District; modify Accessory Structures relating to gross floor area; modify architectural standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial uses; modify procedures relating to Planned Unit Development (PUD) uses; modify procedures relating to a final site plan; and modify procedures relating to amendments to the Comprehensive Plan.

**BACKGROUND/SUMMARY:**

Once or twice a year the general amendments to our Zoning Code are proposed. Amendments usually arise as we work through the code with developments and find certain code provisions do not meet the intent of the code or create situations that make development unnecessarily more difficult or impractical.

P&Z conducted the public hearing and 2 people spoke opposition and 3 in support. One opposition speaker spoke about the Comprehensive Plan being inadequate and that it needs to additional community input and it should not be used. They also spoke against high density development. The other opposition speaker spoke generally that more people creates more traffic and the city should improve our infrastructure before allowing more development and that the Commission did not need to approve everything that comes before them. Two of the three speakers in support spoke specifically on the new definition for Hospital Services as they are looking to open a birth center but our current code restrictions prevented it in their preferred location. The final speaker spoke in support of the amendment to add a process to update the Future Land Use Map in the Comprehensive Plan.

Staff then spoke about each item and answered P&Z questions. Commissioners voiced concerns about 30 dwelling units an acre for the Downtown Business District zoning being too high and asked what the Comp Plan has (which is a range of 10 – 40 units/acre). They also had concerns about using a portion of an alley to measure setbacks as that could overdevelop properties and put new development closer to existing development.

P&Z voted 5-0 to approve with an amendment to Section 10 to change the dwelling units per acre to 20 and to remove Section 11 related to utilizing alleys when calculating setbacks.

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

- Ordinance
- Zoning Ordinance Amendments Explanations

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council conduct the public hearing.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval X – with modifications</b>	<b>Disapproval</b>	<b>None</b>
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**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS; RESIDENTIAL LAND USE TABLE; RESIDENTIAL LAND USE CONDITIONS; AMENDING NON-RESIDENTIAL USES IN NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICTS; NON-RESIDENTIAL AND MIXED-USE LAND USE LAND USE CONDITIONS; NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS; AMENDING NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS TABLE NOTES; ACCESSORY STRUCTURES; ARCHITECTURAL STANDARDS; AND PROCEDURES; PROVIDING FOR A SEVERABILITY, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

**WHEREAS**, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

**WHEREAS**, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

**WHEREAS**, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

**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 Code of Ordinances.** The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land use table, residential land use conditions, non-residential uses in non-residential and mixed-use zoning districts, non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, non-residential and mixed-use development standards table notes, accessory structures, architectural standards, and procedures; as provided for in Sections 3 through 22 of this Ordinance.

**SECTION 3. Amendment of Section 14.01.008 Definitions.** Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

(a) The definition for “Hospital Services” is hereby in its entirety to read as follows:

“*Hospital services* means an institution providing primary health services, psychiatric services, and medical or surgical care to persons primarily on an inpatient basis. The use differs from medical clinics in that it may require stays for longer than 24 hours. Includes the following land uses: cancer center; general hospital; private psychiatric hospital; niche hospital; special hospital; and trauma facilities as defined in the Texas Administrative Code.”

**SECTION 4. Amendment of Section 14.02.005 Residential Land Use Table.** Section 14.02.005(b) of the Zoning Ordinance is hereby amended to revise the Residential Land Uses in Residential Zoning Districts use “Single-Family Attached (3 or more units)” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-Family Attached (3 or more units)					C	P				

**SECTION 5. Amendment of Section 14.02.005 Residential Land Use Table.** Section 14.02.005(b) of the Zoning Ordinance is hereby amended to revise the Residential Land Uses in Residential Zoning Districts use “Single-Family Detached” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-Family Detached	P	P	P	P					C	

**SECTION 6. Amendment of Section 14.02.006 Residential Land Use Conditions Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended to add in alphabetical order the Residential Land Use Condition for “Single-Family Attached (2 units)” to read as follows:

Single-Family Attached (2 units)	<ul style="list-style-type: none"> <li>When constructed in a Townhome (TH) district all applicable development and architectural standards of the Two-Family (TF) district apply</li> </ul>
	<ul style="list-style-type: none"> <li>When constructed in a common development (same property) with Townhome (TH) structures, all setback types for the entire property follow the more restrictive standard.</li> </ul>

**SECTION 7. Amendment of Section 14.02.006 Residential Land Use Conditions**

**Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended to add in alphabetical order the Residential Land Use Condition for “Single-Family Detached” to read as follows:

Single-Family Detached	<ul style="list-style-type: none"> <li>When constructed in a Manufactured Home (MH-1) district all applicable development and architectural standards of the Single-Family Standard (SF-2) district apply</li> </ul>
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**SECTION 8. Amendment of Section 14.02.017(c) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts.** Section 14.02.017(c) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District uses to read as follows:

(a)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Alcoholic Beverage Establishment					C/S	C	C	C	C		

(b)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewery, Micro								C	C	C	C

(c)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewery, Regional									C	C	C

(d)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewpub						C	C	C	C		

(e)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Club or Lodge		C	C	C	C	C	C	C	C		



(f)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Distillery, Micro								C	C	C	C

(g)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Distillery, Regional									C	C	C

(h)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Event Center		C	C		C/S	C/S	C/S	C	C		

(i)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Food Sales					C	C	C	C	C		

(j)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Hospital Services		P	P	P			S	S	S		

(k)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor Sales					C	C	C	C	C		

(l)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Medical Clinic		P	P	P	P	P	S	S	S		

(m)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Medical		P	P	P	P	P	S	S	S		

(n)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Professional		P	P	P	P	P	S	S	S		

(o)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Restaurant				C	C	C	C	C	C		

(p)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Restaurant – Drive-in or Drive-through							C	C	C		

**SECTION 9. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions.** Section 14.02.019 of the Zoning Ordinance is hereby amended to add or revise in its entirety the Non-Residential and Mixed-Use Land Use Conditions to read as follows:

(a)

Alcoholic Beverage Establishment	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(b)

Brewery, Micro	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(c)

Brewery, Regional	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(d)

Brewpub	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(e)

Club or Lodge	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(f)

Distillery, Micro	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(g)

Distillery, Regional	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(h)

Event Center	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Event centers in neighborhood business (NB) and downtown business (DB) districts are limited to 10,000 s.f., unless modified by a specific use permit.</li> </ul>
	<ul style="list-style-type: none"> <li>• Event centers in light commercial (C-1) are limited to 25,000 s.f., unless modified by a specific use permit.</li> </ul>
	<ul style="list-style-type: none"> <li>• In neighborhood business (NB), downtown business (DB), and light commercial (C-1) outdoor activities can occur between 8:00 a.m. and 10:00 p.m. when located within 300 feet of a residential use, unless modified by a specific use permit.</li> </ul>

(i)

Food Sales	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Limited to 24,000 square feet in the neighborhood business (NB) district.</li> </ul>
	<ul style="list-style-type: none"> <li>• In all permitted districts, only gas station limited uses allowed as an accessory use.</li> </ul>
	<ul style="list-style-type: none"> <li>• Gasoline sales must follow all conditions for gas station limited sales and obtain specific use permits where applicable for the district.</li> </ul>

(j)

Gas Station, Full Service	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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	<ul style="list-style-type: none"> <li>• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.</li> </ul>
	<ul style="list-style-type: none"> <li>• Only automotive repair (minor) uses is permitted.</li> </ul>
	<ul style="list-style-type: none"> <li>• Automobile washing facilities shall follow conditions of that use.</li> </ul>
	<ul style="list-style-type: none"> <li>• No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:             <ul style="list-style-type: none"> <li>◦ The property is located along and has direct access from US Highway 290 East.</li> <li>◦ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions).</li> </ul>
	<ul style="list-style-type: none"> <li>• Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.</li> </ul>
	<ul style="list-style-type: none"> <li>• Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>• Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.</li> </ul>

(k)

Gas Station, Limited	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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	<ul style="list-style-type: none"> <li>• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.</li> </ul>
	<ul style="list-style-type: none"> <li>• Automotive repair and automobile washing facilities are prohibited.</li> </ul>
	<ul style="list-style-type: none"> <li>• No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The property is located along and has direct access from US Highway 290 East.</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).</li> </ul>
	<ul style="list-style-type: none"> <li>• In the neighborhood business (NB) and light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser = two fuel positions):</li> </ul> <p>Acceptable Pump Arrangement</p> <pre> X   X X   X </pre> <p>Unacceptable Pump Arrangement</p> <pre> X   X   X   X </pre>
	<ul style="list-style-type: none"> <li>• Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.</li> </ul>

	<ul style="list-style-type: none"> <li>• Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>• Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.</li> </ul>

(l)

Hotel	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• External balconies must be set back at least 200 feet from any residential zoning district.</li> </ul>
	<ul style="list-style-type: none"> <li>• Must provide staff on-site 24 hours a day.</li> </ul>
	<ul style="list-style-type: none"> <li>• All guest rooms must be accessed through internal hallways, lobby, or courtyard.</li> </ul>
	<ul style="list-style-type: none"> <li>• Must provide at least three amenities from the list below:             <ol style="list-style-type: none"> <li>1. Indoor/outdoor pool.</li> <li>2. Spa/sauna.</li> <li>3. Weight room/fitness center.</li> <li>4. Playground.</li> <li>5. Sports court.</li> <li>6. Plaza/atrium.</li> </ol> </li> </ul>

(m)

Liquor Sales	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(n)

Restaurant	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
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(o)

Restaurant—Drive-in or drive-through	<ul style="list-style-type: none"> <li>• See article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Drive-in or through aisles are allowed only in the rear of building or on sides of buildings provided that the service window and any associated speaker box are located at least 200 feet from any residential district or are screened by another structure from the residential district.</li> </ul>

**SECTION 10. Amendment of Section 14.02.020 Non-Residential and Mixed-Use Development Standards.** Section 14.02.020(b) of the Zoning Ordinance is hereby amended to revise the Downtown Business District (DB) “Maximum dwelling units” to read as follows:

Maximum Dwelling Units	30/Acre
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**SECTION 11. Amendment of Section 14.02.020 Non-Residential and Mixed-Use Development Standards Table Notes.** Section 14.02.020(c) of the Zoning Ordinance is hereby amended to add subsection (5) to read as follows:

“(5) Within the Historic District half the width of city-owned alleys can be included when calculating the setback(s) along property boundaries adjacent to said alley.”

**SECTION 12. Amendment of Section 14.02.046 Accessory Structures.** Section 14.02.046(2)(B) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(B) Accessory structures may not exceed 25 percent of the gross floor area of the first floor of the principal structure, except detached garages which may not exceed 100 percent of the gross floor area of the first floor of the principal structure.

**SECTION 13. Amendment of Section 14.02.061 Single-Family Detached and Two Family.** Section 14.02.061(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to all single-family and two-family dwelling units constructed in permitted districts.

(A) Reconstructions, remodels, or additions to single-family detached and two-family structures constructed prior to the effective date of this chapter shall be exempted from the provisions of this section when then reconstruction, remodel, or addition does not modify the structure's exterior or the reconstruction, remodel, or addition is less than 25 percent of the structures gross floor area.”

**SECTION 14. Amendment of Section 14.02.062 Single-Family Attached.** Section 14.02.062(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to all townhome dwelling units and attached townhome or rowhouse style developments of three or more attached units constructed in the permitted districts.

**SECTION 15. Amendment of Section 14.02.063 Manufactured Home.** Section 14.02.063(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to manufactured home dwelling units constructed in a permitted district.”

**SECTION 16. Amendment of Section 14.02.064 Multi-Family and Mixed-Use.** Section 14.02.064(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to multi-family and mixed-use developments constructed in permitted districts.”

**SECTION 17. Amendment of Section 14.02.065 Office, Commercial, Institutional.** Section 14.02.065(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to office, commercial, and institutional developments constructed in a permitted district.”

**SECTION 18. Amendment of Section 14.02.065 Office, Commercial, Institutional.** Section 14.02.065(b)(2)(G) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(G) For developments on a single lot or tract ten acres or larger that contains three (3) or more buildings, the following standards additionally apply, as applicable:

- (i) The site's buildings should be organized so that the layout encourages functional pedestrian spaces, plazas and amenities between and in front of the buildings.
- (ii) Provide direct pedestrian and bike access to connect future and existing developments.
- (iii) Design pedestrian amenities that allow for use and enjoyment of outdoor areas as a development focal point or centralized amenity. These may include a mix of pedestrian scaled lighting, tables, drinking fountains, benches, seating walls, shade trees, raised landscape planters, berms, clock towers, water features, specimen trees, potted plants, information kiosks, botanical exhibits and art exhibits or features.
- (iv) Design sites to accommodate bus stops in the development of shopping centers on arterial streets where future transit service may become available.
- (v) Provide convenient bicycle parking in locations that do not interfere with pedestrian circulation. Place bicycle parking racks or area in several locations within the development.



- (vi) Provide for continuation of pedestrian access when commercial developments are located adjacent to existing planned open space.”

**SECTION 19. Amendment of Section 14.02.066 Industrial.** Section 14.02.066(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to industrial developments constructed in a permitted district.”

**SECTION 20. Amendment of Section 14.05.002 Procedures.** Section 14.05.002(b)(4) of the Zoning Ordinance is amended in its entirety to read as follows:

“(4) *Rules applicable.* The city council, after public hearing and proper notice to all parties affected and after recommendation from the commission, may attach a planned unit development district designation to any tract of land equal to or greater than twenty five acres. Under the planned development designation, the following rules apply:

(A) The approval of any proposed PUD or combination of uses proposed therein shall be subject to the discretion of the city council, and no such approval will be inferred or implied.

(B) Permitted uses are those listed under the applicable zoning district(s) for the base zoning to be applied to the PUD (for example, the permitted uses in a PUD proposed to be developed as a retail, commercial and office development are the respective uses listed for the general retail, commercial and office districts). In addition, a planned unit development district may be established where the principal purpose is to serve as a transitional district, or as an extension of an existing district whereby the provision of off-street parking, screening walls, fences, open space and/or planting would create a protective transition between a lesser and more restrictive district. In approving a planned unit development, additional uses may be permitted, and specific permitted uses may be prohibited from the base district.

(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) Setbacks.
- (ii) Maximum height.
- (iii) Maximum lot coverage.
- (iv) Minimum lot width.
- (v) Minimum lot area.
- (vi) Off-street parking requirements.
- (vii) Maximum dwelling units per acre.

- (viii) Minimum dwelling unit size.
- (ix) Accessory building regulations.
- (x) Sign regulations along with a development agreement.
- (xi) Landscaping regulations along with a development agreement.
- (xii) Land uses and land use conditions.
- (xiii) Architectural standards along with a development agreement.
- (xiv) Special district requirements pertaining to the base zoning.

(D) In approving a planned unit development, no standards may be modified unless such modification is expressly permitted by this chapter, and in no case may standards be modified when such modifications are prohibited by this chapter.

(E) In approving a planned unit development, the city council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, light and air, orientation, type and manner of construction, setbacks, lighting, landscaping, management associations, open space and screening.

(F) The commission and city council, in approving modifications to standards and regulations, shall be guided by the purpose intended by the base zoning and general intent of this chapter.

**SECTION 21. Amendment of Section 14.05.002 Procedures.** Section 14.05.002(b)(6) of the Zoning Ordinance is amended in its entirety to read as follows:

“(6) *Final site plan.* Following approval of the preliminary site plan a final site plan for any portion of the planned unit development may be approved. The preliminary site plan establishes the general development standards according to a base district. The final site plan providing all the detail required for development, subdivision, zoning and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.”

**SECTION 22. Amendment of Section 14.05.002 Procedures.** Section 14.05.002 of the Zoning Ordinance is amended to add subsection (c) to read as follows:

“(c) *Comprehensive Plan Amendment Procedures.*

- (1) *Purpose.* For the purpose of establishing and maintaining sound, stable, and desirable development within the City, the Comprehensive Plan, specifically, the Future Land Use Plan and the Transportation Master Plan, shall be amended only based upon changed or changing conditions in a particular area or in the City.

- (2) *Applicability.* If it is determined that a proposed rezoning is not in accordance with the Future Land Use Plan located within the Master Plan, a Comprehensive Plan Amendment petition shall be required to accompany the rezoning application of the applicant who initiated the rezoning request with the applicable review fees in accordance with Appendix A.
- (3) *Initiation of Amendment.* An amendment may be initiated by:
- (A) City Council;
  - (B) The Planning and Zoning Commission; or
  - (C) The City Manager
- (4) *Procedure.* An applicant who wishes to develop land within the city's jurisdiction and who will require an amendment to the Future Land Use Map or Transportation Master Plan may petition the city council to initiate the process to amend the comprehensive plan by submitting a petition in the form provided by the city to the city's Development Services Director.
- (A) *Amendment Petition.* A complete petition for a Future Land Use Map or Transportation Master Plan amendment shall be submitted to the Development Services Director with letter of explanation for the request and any support information related to the request.
  - (B) *Review and Report by Development Services Director.* Once the petition is complete, the Development Services Director shall review the proposed amendment in light of the remainder of the Comprehensive Plan and conditions in the City and give a report and recommendation to the City Council.
  - (C) *City Council Petition Review.* Approval of a petition will not constitute approval of the proposed amendment and will not bind the City Council to approve the proposed amendment. If the City Council approves the petition, the petition shall be forwarded to the Planning and Zoning Commission for review and recommendation. Failure of the City Council to act on a petition within sixty days of its submission shall be deemed a denial of the petition. An approved petition shall expire within six months of the date of approval if the amendment is not finally approved by the City Council within that time.
  - (D) *Review by the Planning and Zoning Commission.* Once a petition has been approved by the City Council, the Planning and Zoning Commission shall hold a public hearing to review the amendment and recommend approving, approving with conditions, or denying. The Planning and Zoning Commission will advise the City Council of its recommendation regarding the requested Comprehensive Plan amendment, or any element of the Comprehensive Plan.

(E) Final Review and Action by the City Council. After receiving a recommendation by the Planning and Zoning Commission, the City Council at a public hearing may then adopt or reject all or a certain elements of the proposed Comprehensive Plan amendment. The City Council may also adopt additional elements it deems necessary to fulfill the goals and intent of the Comprehensive Plan. The City Council may:

- (i) Adopt or reject the plan as submitted by the Planning and Zoning Commission;
- (ii) Adopt or reject the Comprehensive Plan Amendment with changes or amendments; or
- (iii) Direct the Planning and Zoning Commission to further study or review the Comprehensive Plan Amendment, or a portion thereof.

*(5) Approval Criteria*

(A) The City Council shall consider the following approval criteria in an analysis of immediate needs and consideration of the long-term effects.

- (i) The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and
- (ii) The amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.

(B) In considering amendments to the Comprehensive Plan, the City Council should be guided by the following:

- (i) The need for the proposed change;
- (ii) The effect of the proposed change on the need for City services and facilities;
- (iii) The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood; and
- (iv) The implications, if any, that the amendment may have for other parts of the Plan.

**SECTION 23. Construction**

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this

Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

**SECTION 24. Repealing all Conflicting Ordinances**

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**SECTION 25. Savings Clause**

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 26. Severability**

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

**SECTION 27. Open Meetings**

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

**SECTION 28. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** on First Reading this the 19<sup>th</sup> day of April 2023.

**FINALLY PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

DRAFT

**Zoning Ordinance Amendments**

**Section 3:**

- Updated definition to remove “birthing center” as a Hospital Services use. Birthing Center can now be classified as a Medical Clinic or Hospital Service since it would no longer be explicitly defined within Hospital Service

**GUIDING PRINCIPLES**

**Healthy Community**

- Ensure public health needs are recognized and addressed through provisions for healthy foods, physical activity, access to recreation, health care, environmental justice and safe neighborhoods.

**Section 4:**

- Allows two-family (duplex) units to be constructed in Townhome zoned areas so long as the two-family units follow the development standards for the Two-Family district

**Land Use Goal 6 – A Place of Character Where Everyone Prospers and No One is Left Behind.**

Safeguard and encourage additional access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels, while still allowing for incremental, organic change at a scale that encourages investment by anyone without resulting in displacement.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
--------	---

**Section 5:**

- Allows single-family detached units to be constructed in the Manufactured Home (MH-1) district so long as the single family detached unit follows the development standards of the SF-2 (Single Family Standard) district

**Land Use Goal 6 – A Place of Character Where Everyone Prospers and No One is Left Behind.**

Safeguard and encourage additional access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels, while still allowing for incremental, organic change at a scale that encourages investment by anyone without resulting in displacement.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
--------	---

Section 6:

- Condition related to Section 4 that requires Two-family units built in Townhome districts to follow Two-Family development regulations

Section 7:

- Condition related to Section 5 that requires Single Family units built in Manufactured Housing (MH-1) districts to follow SF-2 development regulations

Section 8:

- Permitted with Conditions, indicated by (C), was added to uses that sell alcohol. Condition will be adherence to a revised Article 4.02 Alcoholic Beverages that will restrict the sale of alcohol within 300 feet of church, public or private school, or public hospital. Uses with this Condition added are: Alcoholic Beverage Establishments, Brewery (Micro and Regional), Brewpub, Club or Lodge, Distillery (Micro and Regional), Event Center, Food Sales, Liquor Sales, Restaurant, and Restaurant Drive-in.
- Adds Medical Clinic, Medical Offices, and Professional Offices into C-1 Light Commercial, C-2 Medium Commercial, and C-3 Heavy Commercial as a use requiring a Specific Use Permit.
  - Those uses were taken out of C-1, C-2, and C-3 when we created the General Office (GO) land use. This left mostly sales tax generating commercial uses in C-1, C-2, and C-3. However, as we get larger developments, there is a demand for a mix of tenants that include both retail and office. Adding these 3 uses back into C-1, C-2, and C-3 as a use requiring a Specific Use Permit would allow the Planning and Zoning Commission and City Council to consider each request on a case-by-case basis to ensure the use is appropriate and development maintains an acceptable balance of sales tax generating uses and office uses.



**Economic Development Goal 2 – Improve the balance of jobs-to-residents.** Attracting commercial and industrial tax base to offset the dependence on residential land uses.

ED. B - Diversify the tax base to reduce reliance on residential uses for municipal revenue.

ED. C - Make commuting out of the City a choice rather than a requirement by improving the balance of jobs-to-residents and aligning job creation to residents' skills.

Section 9:

- Adds the condition to all the uses involving alcohol that the use needs to refer to Article 4.02 Alcoholic Beverages. This is where the provisions relating to distance will be added.

Section 10:

- Increases the dwelling unit of Downtown Business (DB) to 30 units per acre from 15 units per acre.
  - DB lots are typically small – from 5,750 sf (one lot) to 28,750 sf (half block) so the number of permitted dwelling units would still remain relatively low. For example, a 28,750 sf lot (.66 acres) under current code (15 du/ac) is permitted 10 dwelling units. Increasing to 30 du/acre would permit up to 20 dwelling units. Developments would still have the same parking requirements so they would still be limited in the number of units based on the number of parking spaces they could accommodate. DB also requires commercial in order to have a residential use, so developments could not be entirely residential.

**Land Use Goal 1 – Diverse Land Use Patterns to Support Access to Opportunities.** Promote dense and diverse transit-ready and pedestrian-oriented development patterns, particularly in downtown but also other areas of Manor, with complementary land uses and development patterns that support diverse housing and retail choices, greater transportation options, and access to economic and educational opportunity.

LU. A – Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

LU. B – Promote more compact, higher density, well-connected development within appropriate infill locations.

LU. 1 - Encourage innovative forms of compact, pedestrian friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives.	
LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
LU. 3	Develop standards to accommodate higher density residential development, encouraging urban-style design rather than suburban garden apartments.
LU. 9	Develop regulations that reduce development impact without substantially increasing cost (eg. Impervious cover, natural drainage, building orientation, density, bike/pedestrian connectivity).
LU. 53	Create a regulatory ecosystem that encourages mixed-use and particularly vertical mixed-use and, where compatible with adjacent areas, high-density developments, creating the types of engaging spaces attractive to residents and corporate employers.
ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
DU.11	Increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

#### Section 11:

- Permits developments to include a portion (half) of an adjacent alley's width when calculating setbacks.
  - This helps make development more practical and feasible within the historic district because the lots are generally smaller but the setbacks for commercial zoned land are based on new, larger platted lots so developments on the older, smaller platted lots in the historic district face some obstacles in site design when accommodating setbacks written for larger lots. Alleys within the historic district are 20' and provide greater separate between properties than elsewhere

in the city where alleys do not exist. This code provision would allow a development to count 10' of an alley as part of their setback, which would provide their lot more buildable area.

**Land Use Goal 1 – Diverse Land Use Patterns to Support Access to Opportunities.** Promote dense and diverse transit-ready and pedestrian-oriented development patterns, particularly in downtown but also other areas of Manor, with complementary land uses and development patterns that support diverse housing and retail choices, greater transportation options, and access to economic and educational opportunity.

LU. A – Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

LU. B – Promote more compact, higher density, well-connected development within appropriate infill locations.

LU. I - Encourage innovative forms of compact, pedestrian friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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LU. 3	Develop standards to accommodate higher density residential development, encouraging urban-style design rather than suburban garden apartments.
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LU. 9	Develop regulations that reduce development impact without substantially increasing cost (eg. Impervious cover, natural drainage, building orientation, density, bike/pedestrian connectivity).
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LU. 44	Evaluate regulations for potential barriers that discourage location of businesses that could draw high foot traffic from neighborhoods within a five-minute walk of those neighborhoods.
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LU. 53	Create a regulatory ecosystem that encourages mixed-use and particularly vertical mixed-use and, where compatible with adjacent areas, high-density developments, creating the types of engaging spaces attractive to residents and corporate employers.
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#### Section 12:

- Accessory structures, including detached garages, are limited in size to 25% of the gross floor area of the first floor of the principal building. This works for sheds and detached patios, but not for detached garages which typically are a minimum of 400 sf. A two-story home may not have 1,600 sf on a first floor, so this code amendment allows up to 100% of the GFA of the first floor of the principle structure when determining the maximum size of a detached garage.

#### Sections 13-17:

- Removed the zoning district classifications from each section and replaced them with “in permitted districts”.
  - This change makes it easier to provide the correct architectural standards to a project based on the use/type of project rather than the zoning classification it is constructed in. For example, C-3 Heavy Commercial is a mix of commercial and industrial uses. Prior, the code said C-3 Heavy Commercial developments follow the architectural guidelines for office, commercial, and institutional developments. Those standards though do not work well for industrial uses, which have their own standards, so if an industrial building constructed in a C-3 Heavy Commercial zoning district they technically would need to follow the more restrictive commercial architectural standards rather than the industrial ones. By changing the wording to “in permitted districts” that means any industrial development that is constructed in any district where it is permitted would follow the industrial architectural standards.

#### Section 18:

- Modifies that certain site arrangements from commercial, office, and institutional developments only apply when the property is 10 acres or larger and contains three (3) or more buildings. Current code has any development 10 acres or larger being subject to certain site arrangement conditions. These include pedestrian spaces and plazas. These types of features are more suitable to developments that can incorporate them in a functional way, such as when there are multiple buildings that can be arranged to provide these spaces. Having the requirements on any commercial, office, and institutional development that’s 10 acres or larger could be impractical for single-tenant developments that intend to have one large building and associated parking.

LU. 48	Establish provisions for public spaces within nonresidential and mixed-use developments, such as outdoor plazas, dining and activity areas. Such standards should be designed to achieve meaningful, useful and engaging spaces appealing to users and not be afterthoughts.
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Section 19:

- Same as Sections 13-17. Removed the zoning district classification and changed to “in permitted districts”

Section 20:

- Updated the acreage for which a Planned Unit Development can be considered to match the acreage in the development standards table. That table lists the minimum acreage for a PUD as 25 acres. This section had said the minimum acreage was three acres, so it has been updated to 25 acres be consistent throughout the code.

Section 21:

- Removed that Preliminary Planned Unit Development Site Plans can be considered at the same time as Final Planned Unit Development Site Plans

Section 22:

- Added a Comprehensive Plan Amendment procedure now that the city has an adopted Comprehensive Plan with a Future Land Use Map and Thoroughfare Plan. Only the Future Land Use Map and Thoroughfare Plan can be requested to be modified, other provisions of the Comp Plan cannot be changed by this process.



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Lluvia T. Almaraz, City Secretary  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

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

- April 5, 2023, City Council Called Special Session; and
- April 5, 2023, City Council Regular Meeting

**BACKGROUND/SUMMARY:**

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

- April 5, 2023, City Council Called Special Session Minutes; and
- April 5, 2023, City Council Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the City Council Minutes of the April 5, 2023, City Council Regular Meeting; and April 5, 2023, City Council Called Special Session.

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



**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
APRIL 5, 2023**

**PRESENT:**

Dr. Christopher Harvey, Mayor

**COUNCIL MEMBERS:**

- Emily Hill, Mayor Pro Tem, Place 1
- Anne Weir, Place 2
- Maria Amezcua, Place 3 (Arrived at 5:13 p.m.)
- Sonia Wallace, Place 4
- Aaron Moreno, Place 5 (Arrived at 5:20 p.m.)
- 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
- Lydia Collins, Finance Director
- Veronica Rivera, Assistant City Attorney

**SPECIAL SESSION – 5:00 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 5:03 p.m. on Wednesday, April 5, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Pastor Michael Gobert with Little Zion Baptist Church gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Harvey led the Pledge of Allegiance.

## **PUBLIC COMMENTS**

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns and frustration with City Council and Manor's Historic District proposed development.

No one else appeared at this time.

Mayor Harvey adjourned the special session of the Manor City Council into Executive Session at 5:09 p.m. on Wednesday, April 5, 2023, in accordance with the requirements of the Open Meetings Law.

## **EXECUTIVE SESSION**

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Multi-Family Project Development Using Public Facility Corporations*, at 5:09 p.m. on Wednesday, April 5, 2023.

The Executive Session was adjourned at 6:27 p.m. on Wednesday, April 5, 2023.

## **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 Closed Executive Session at 6:27 p.m. on Wednesday, April 5, 2023.

Mayor Harvey opened the floor for action to be taken on the items discussed in the Executive Session.

There was no action taken.

## **ADJOURNMENT**

The Special Session of the Manor City Council Adjourned at 6:27 p.m. on Wednesday, April 5, 2023.

These minutes were approved by the Manor City Council on the 19<sup>th</sup> day of April 2023. *(Audio recording archived)*



**City Council Called Special Session Minutes  
April 5, 2023**

**APPROVED:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes



**CITY COUNCIL  
REGULAR SESSION MINUTES  
APRIL 5, 2023**

**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
- Lydia Collins, Finance Director
- Scott Jones, Economic Development Director
- Matthew Woodard, Public Works Director
- Phil Green, IT Director
- Michael Pachnick, IT Technician
- Veronica Rivera, Assistant City Attorney
- Pauline Gray, P.E., City Engineer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Harvey at 7:05 p.m. on Wednesday, April 5, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**INVOCATION**

Pastor Michael Gobert with Little Zion Baptist Church gave the invocation.

## PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

## PUBLIC COMMENTS

Edith Roman, 12700 Sparks Rd. Manor, Texas, submitted a speaker card and spoke in regard to Eagle Nest Ranch. She thanked the City of Manor and staff for the support they had received. Ms. Roman requested the Council's support in the approval of individual addresses for Eagle Nest Ranch to be able to receive full services and individual addresses from the County.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding Manor's Historic District; requested for Agendas to be printed in Spanish and expressed his disagreement with Agenda Item's 5, 7, 10 and 11.

No one else appeared at this time.

## PUBLIC HEARINGS

- 1. Conduct a public hearing on an Ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed annexation.

Discussion was held regarding clarification on the annexation petition by the County.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to close the Public Hearing.

There was no further discussion.

### **Motion to close carried 7-0**

- 2. Conduct a public hearing on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.**

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

Mayor Harvey opened the public hearing.

Development Services Director Dunlop discussed the proposed annexation.

Discussion was held regarding the distance of property.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to close the Public Hearing.

There was no further discussion.

**Motion to close carried 7-0**

### CONSENT AGENDA

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

- **March 15, 2023, City Council Regular Meeting; and**
- **March 20, 2023, City Council Called Special Session**

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

There was no further discussion.

**Motion to approve carried 7-0**

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 7:22 p.m. on Wednesday, April 5, 2023, in accordance with the requirements of the Open Meetings Law.

### EXECUTIVE SESSION

The Manor City Council convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Manor Apartments; 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 the Lexington at West Boyce mixed use 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; Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition of real property; and Section 551.074 (Personnel Matters) to Interview Candidates for appointments to the Planning and Zoning Commission for Place No. 5 to fill a vacancy at 7:22 p.m. on Wednesday, April 5, 2023.*

The Executive Session was adjourned at 10:08 p.m. on Wednesday, April 5, 2023.

## 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 Closed Executive Session at 10:08 p.m. on Wednesday, April 5, 2023.

## REGULAR AGENDA

### 4. Consideration, discussion, and possible action on an appointment to the Planning and Zoning Commission for Place No. 5 to fill a vacancy.

The city staff recommended that the City Council appoint a new member to the Planning and Zoning Commission for Place No. 5 with a term expiring on January 1, 2025.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to appoint Celestine Sermo to the Planning and Zoning Commission for Place No. 5 with a term expiring on January 1, 2025.

There was no further discussion.

### Motion to approve carried 7-0

### 5. Consideration, discussion, and possible action on a Chapter 380 Grant Agreement between The City of Manor and Davis Capital Investments, LLC known as the Project - Lexington at West Boyce.

The city staff recommended that the City Council approve the Chapter 380 Grant Agreement Project – Lexington at West Boyce between the City of Manor and Davis Capital Investments, LLC and authorize the mayor to Execute the agreement.

Economic Development Director Jones discussed the proposed agreement.

Eric Davis with Davis Capital Investments submitted a speaker card in support of this item and discussed the proposed development.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Mayor Pro Tem Hill, to approve the Chapter 380 Grant Agreement Project – Lexington at West Boyce between the City of Manor and Davis Capital Investments, LLC as revised per discussion in executive session and authorize the mayor to execute the agreement.

There was no further discussion.

### Motion to approve carried 7-0

**6. Consideration, discussion, and possible action on a change order to the construction contract for the FM 973 Water Main project.**

The city staff recommended that the City Council approve Change Order No. 4 to the construction contract for the FM 973 12” Water Main project with M&C Fonseca Construction, In. which will reduce the overall project costs by \$2,400.

City Engineer Gray discussed the proposed changer order.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to approve Change Order No. 4 to the construction contract for the FM 973 12” Water Main project with M&C Fonseca Construction, In. which will reduce the overall project costs by \$2,400.

There was no further discussion.

**Motion to approve carried 7-0**

**7. Consideration, discussion, and possible action on a change order for the FY2021 Capital Metro Paving Improvements Project.**

The city staff recommended that the City Council approve Change Order No. 1 for the FY2021 Capital Metro Paving Improvements Project with Forsythe Brothers Infrastructure, LLC., which will reduce the overall project costs by \$8,463.75.

City Engineer Gray discussed the proposed change order.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Emil Hill, to approve Change Order No. 1 for the FY2021 Capital Metro Paving Improvements Project with Forsythe Brothers Infrastructure, LLC., which will reduce the overall project costs by \$8,463.75.

Discussion was held regarding the clarification on the BCT Funding allocation.

There was no further discussion.

**Motion to approve carried 7-0**

**8. Consideration, discussion, and possible action on an ordinance for the Proposed FY2021-2022 Amended Annual Budget.**

The city staff recommended that the City Council approve Ordinance No. 696 adopting an Amended Annual Budget for the Ensuing Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022.

Finance Director Collins discussed the attached Power Point Presentation of the Proposed FY2021-2022 Amended Annual Budget.

Topic of discussion:

- General Fund Revenue
- Property Taxes
- Sales Tax
- 2021 Certificates of Obligation/Capital Improvement Program
- Historical Population Growth
- General Fund Expenditures
- General Fund Revenue Summary
- General Fund Expenditures Summary
- Utility Revenue Summary
- Utility Fund Expenditure Summary
- Debt Service Fund Summary
- Special Reserve H.O.T. Fund Summary
- Special Reserve Impact Fee Fund Summary

Ordinance No. 696: An Ordinance of the City of Manor, Texas, Adopting an Amended Annual Budget for the Ensuing Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022; Appropriating the Various Amounts Thereof, and Repealing all Ordinances or Parts of Ordinances in Conflict Therewith; and Providing for an Effective Date.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve Ordinance No. 696 adopting an Amended Annual Budget for the Ensuing Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022.

There was no further discussion.

**Motion to approve carried 7-0**

**9. Consideration, discussion, and possible action on a Resolution designating Public Works vehicles as emergency vehicles pursuant to Chapter 541, Subchapter C, Section 541.201 of the Texas Transportation Code.**

The city staff recommended that the City Council approve Resolution No. 2023-10 designating Public Works vehicles as emergency vehicles pursuant to Chapter 541, Subchapter C, Section 541.201 of the Texas Transportation Code.

Public Works Director Woodard discussed the proposed Resolution and presented the attached flyer to Council.

Resolution No. 2023-10: A Resolution of the City Council of the City of Manor, Texas, Designating Public Works Vehicles as Emergency Vehicles Pursuant to Chapter 541, Subchapter C, Section 541.201 of the Texas Transportation Code.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve Resolution No. 2023-10 designating Public Works vehicles as emergency vehicles Pursuant to Chapter 541, Subchapter C, Section 541.201 of the Texas Transportation Code.

There was no further discussion.

**Motion to approve carried 7-0**

**10. Consideration, discussion, and possible action on a Right-of-Way Easement for Hill Lane.**

The city staff recommended that the City Council approve a Right-of-Way Easement for Hill Lane; and authorize the City Manager to execute the easement.

Development Services Director Dunlop discussed the proposed easement.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Mayor Pro Tem Emily Hill, to approve a Right-of-Way Easement for Hill Lane; and authorize the City Manager to execute the easement.

There was no further discussion.

**Motion to approve carried 7-0**

**11. Consideration, discussion, and possible action on a Resolution authorizing the sale and conveyance of a 0.176 acres of land, more or less, in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, being a portion of a remnant tract of the Town of Manor, a subdivision recorded in Volume V, Page 796 of the Plat of Records of Travis County, Texas and authorizing conveyance of such small area remnant tract by Special Warranty Deed.**

The city staff recommended that the City Council approve Resolution No. 2023-11 authorizing the sale and conveyance of a 0.176 acres of land, more or less, in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, being a portion of a remnant tract of the Town of Manor, a subdivision recorded in Volume V, Page 796 of the Plat of Records of Travis County, Texas and authorizing conveyance of such small area remnant tract by Special Warranty Deed.

Tommy Tucker with Legacy Performance Capital submitted a speaker card in support of this item and was available to answer any questions posed by the City Council.

Development Services Director Dunlop discussed the proposed resolution.



Resolution No. 2023-11: A Resolution of The City of Manor, Texas, Authorizing the Sale and Conveyance to Abutting Property Owner of a 0.176 Acre of Land, More or Less, in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, Being a Portion of a Remnant Tract of the Town of Manor, a Subdivision Recorded in Volume V, Page 796 of the Plat Records of Travis County, Texas; Providing Findings of Fact; Authorizing Conveyance of Such Small Area Remnant Tract by Special Warranty Deed; Providing Severability, and Open Meetings Clauses; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve Resolution No. 2023-11 authorizing the sale and conveyance of a 0.176 acres of land, more or less, in the James Manor Survey No. 40, Abstract No. 546, Travis County, Texas, being a portion of a remnant tract of the Town of Manor, a subdivision recorded in Volume V, Page 796 of the Plat of Records of Travis County, Texas and authorizing conveyance of such small area remnant tract by Special Warranty Deed.

There was no further discussion.

**Motion to approve carried 7-0**

**12. Consideration, discussion, and possible action on a Texas Department of Transportation Asset Maintenance Form for sidewalks and pedestrian ramps at the intersection of N. FM 973 and Murchison Street.**

The city staff recommended that the City Council approve a Texas Department of Transportation Asset Maintenance Form for sidewalks and pedestrian ramps at the intersection of N. FM 973 and Murchison Street.

Development Services Director Dunlop discussed the proposed TxDOT Maintenance agreement.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve a Texas Department of Transportation Asset Maintenance Form for sidewalks and pedestrian ramps at the intersection of N. FM 973 and Murchison Street and authorize the City Manger to execute the maintenance form.

There was no further discussion.

**Motion to approve carried 7-0**

**13. Consideration, discussion, and possible action on a Statement of Work to the CivicPlus Supplementation Subscription Services for the City of Manor.**

The city staff recommended that the City Council approve the Statement of Work to the CivicPlus Supplementation Subscription services for the City of Manor and authorize the City Manager to execute the agreement.

City Manager Moore discussed the proposed statement of work.

**MOTION:** Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve the Statement of Work to the CivicPlus Supplementation Subscription services for the City of Manor and authorize the City Manager to execute the agreement.

There was no further discussion.

**Motion to approve carried 7-0**

**14. Consideration, discussion, and possible action on authorizing a letter of support for CapMetro’s FY24 Community Project Funding request.**

Per Mayor Harvey Item No. 14 was pulled, no action was taken.

**15. Consideration, discussion, and possible action on authorizing a letter of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Improvements.**

The city staff recommended that the City Council approve and authorizing a letter of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Improvements.

City Manager Moore discussed the letter of support for CapMetro’s FY24 Community Project Funding request.

**MOTION:** Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to approve and authorize a letter of support to the Central Texas Regional Mobility Authority for U.S. 290 Highway Improvements.

There was no further discussion.

**Motion to approve carried 7-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council was Adjourned at 10:49 p.m. on Wednesday, April 5, 2023.

These minutes were approved by the Manor City Council on the 19<sup>th</sup> day of April 2023. *(audio recording archived)*

**APPROVED:**

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Dr. Christopher Harvey  
Mayor

**ATTEST:**

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Lluvia T. Almaraz, TRMC  
City Secretary

Draft Minutes



# CITY OF MANOR

TRAVIS COUNTY, TEXAS

# PROPOSED FY 2021-2022 Amended Annual Budget

City of Manor, Texas

**Scott Moore, City Manager**  
**Lydia M. Collins, Director of Finance**  
**April 5, 2023**



As required by section 102.005 (d) of the Texas Local Government Code, the City of Manor provides the following statement on this cover page of its budget:

This budget will raise more total property taxes than last year’s budget by \$1,402,804 or 17.34%, and of that amount \$851,165 is tax revenue to be raised from new property added to the tax roll this year.

(2) the record vote of each member of the governing body;

Christopher Harvey, Mayor \_\_\_\_\_ Emily Hill, Mayor Pro Tem \_\_\_\_\_ Councilmembers; Anne Weir \_\_\_\_\_, Maria Amezcua \_\_\_\_\_, Sonia Wallace \_\_\_\_\_, Aaron Moreno \_\_\_\_\_, Deja Hill \_\_\_\_\_.

(3) the municipal property tax rates for the preceding fiscal year:

Operation and Maintenance Rate	\$0.6034
Debt Rate	<u>\$0.1793</u>
Total	\$0.7827
A. The property tax rate;	\$0.7827
B. The no-new-revenue (NNR) tax rate	\$0.7617
C. The NNR M&O tax rate	\$0.5624
D. The voter-approval tax rate	\$0.5820
E. The debt rate	\$0.1793
F. The de minimis rate	\$0.7827

(4) total amount of municipal debt obligations \$ 29,030,000

CITY OF MANOR



150<sup>TH</sup>

*Anniversary*



# CITY OF MANOR

## COUNCIL-APPOINTED ADVISORY GROUPS, ORGANIZATIONS, AND REPRESENTATIVE AGENCIES

### CITY

- Board of Adjustment
- Planning & Zoning Commission
- Budget Committee
- Public Improvement District (PID) Committee
- Tax Increment Reinvestment Zone, No. 1 (TIRZ)
- Park Committee
- Public Tree Advisory Board
- Economic Development Committee
- Emergency Management Committee
- Public Safety Committee
- Capital Improvement Committee
- Community Collaborative Committee
- Healthcare Committee
- Ethics Commission
- Charter Review Commission

### REGION

- Capital Area Council of Governments (CAPCOG)
- Capital Area Metropolitan Planning Organization (CAMPO)
- Capital Metro
- Travis County ESD#12
- Friends of Manor Parks
- Keep Manor Beautiful
- Manville Water
- EPCOR
- Oncor Electric
- Bluebonnet Electric
- Texas Film Commission
- Travis County Office of Emergency Management





# City of Manor – City Council



Dr. Christopher Harvey  
Mayor



Emily Hill  
Council Member  
Place 1  
Mayor Pro Tem



Anne Weir  
Council Member  
Place 2



Maria Amezcua  
Council Member  
Place 3



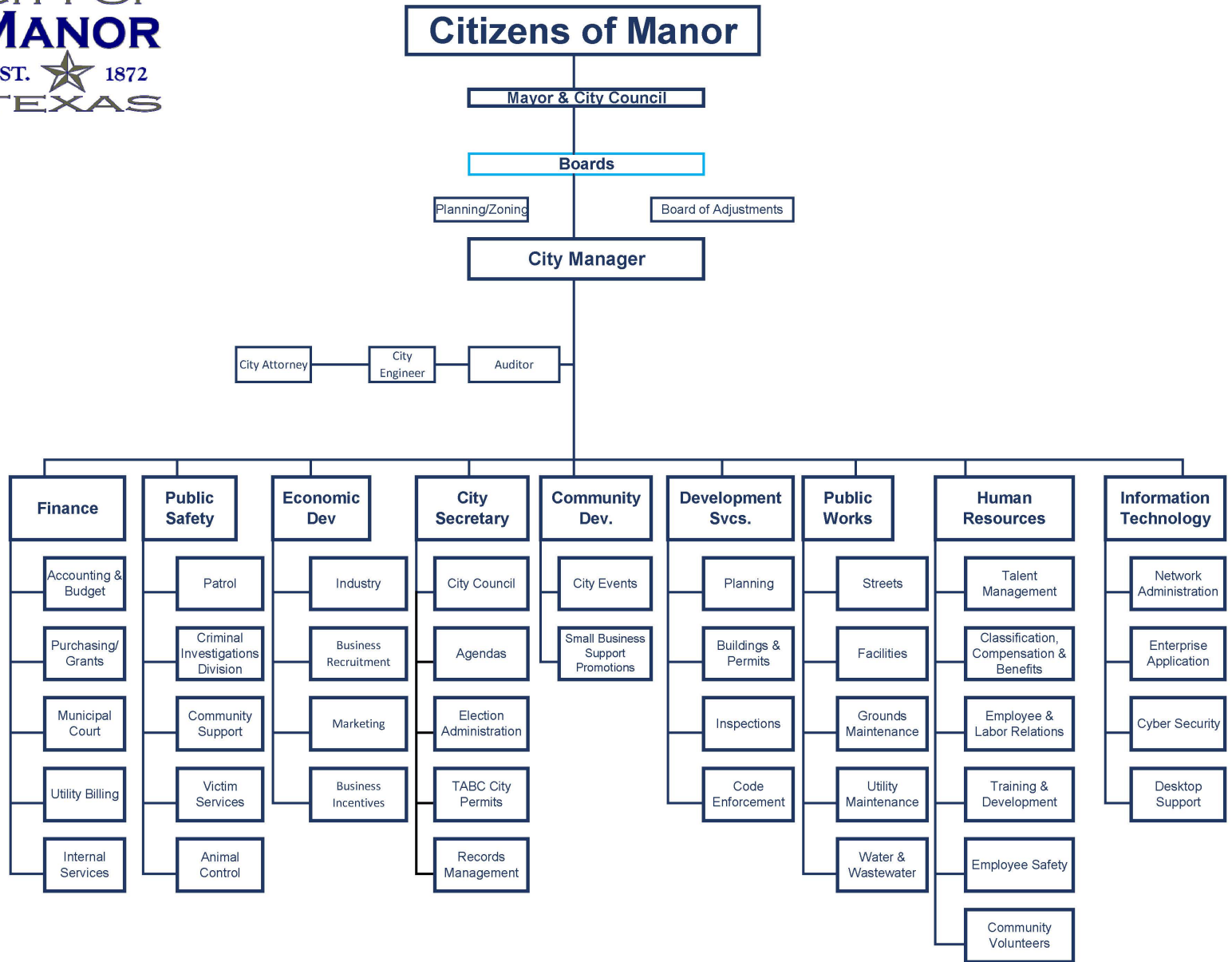
Sonia Wallace  
Council Member  
Place 4



Aaron Moreno  
Council Member  
Place 5



Deja Hill  
Council Member  
Place 6



# CITY OF MANOR SENIOR MANAGEMENT TEAM

- Scott Moore**.....City Manager
- Lydia Collins**.....Director of Finance
- Ryan Phipps**.....Chief of Police
- Lluvia Almaraz**.....City Secretary
- Matthew Woodard**.....Director of Public Works
- Scott Dunlop**.....Director of Development Services
- Debra Charbonneau**.....Director of Community Services
- Tracey Dubois-Vasquez**.....Director of Human Resources
- Scott Jones**.....Director of Economic Development
- Phil Green**.....Director of Information Technology



Item 11.



## Mayor and City Council,

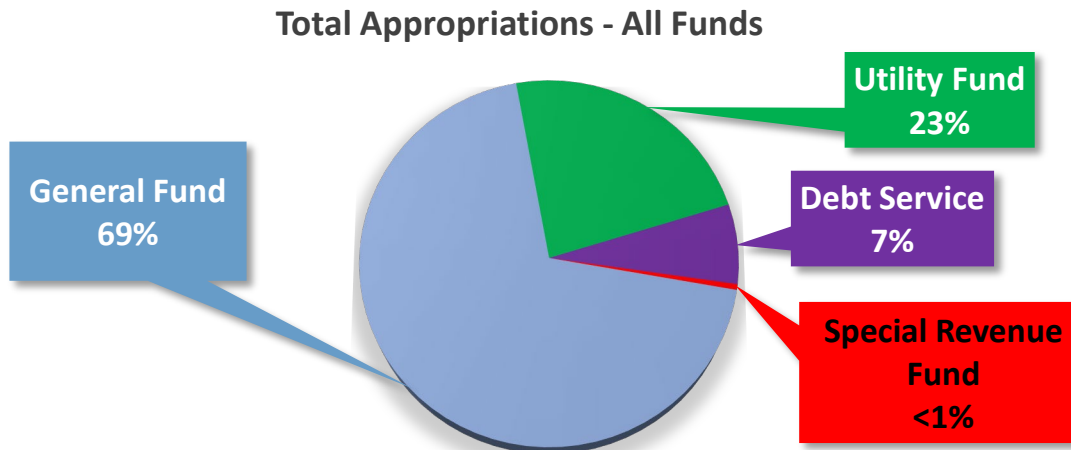
In accordance with the provisions of Article III Section 8.04 of the Manor City Charter, the proposed *Annual Operating Budget* for the City of Manor for the Fiscal Year of October 1, 2021 through September 30, 2022, is hereby presented for your consideration.

The grand total of all appropriations for all departments, operations, and functions proposed for the FY 2021-2022 Amended Annual Budget is \$19,979,898 to be generally distributed as described herein.

The proposed FY 2021-2022 Amended Annual Budget is a zero based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations and services.

The FY 2021-2022 Amended Annual Budget as proposed is delineated into four (4) basic funding categories:

- \* **General Fund (\$19.9M)** – revenues and expenditures related to the provision of primary or traditional city services whose main financial support comes from tax dollars
- \* **Utility Fund (\$6.8M)** – an enterprise fund monitoring all financial transactions relating to the provision of potable water and sanitary sewer services through the city’s systems
- \* **Debt Service (\$2.2M)** – all proceeds and expenditures related to servicing, annual debt payments, and/or management of various debt obligations
- \* **Special Revenue (\$0.057M)** – revenues and expenditures related to various projects and programs that are supported by a dedicated revenue stream

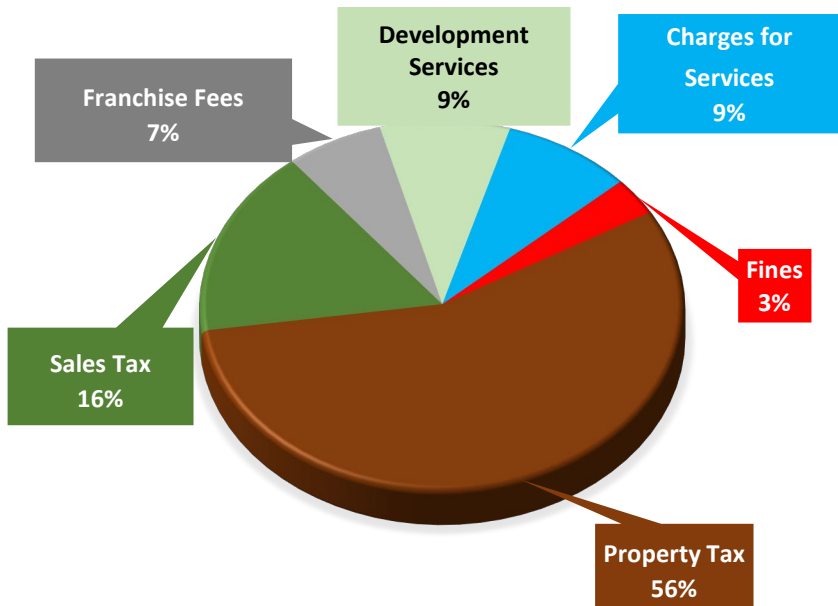


# FY 2021-2022 AMENDED ANNUAL BUDGET- BUDGET HIGHLIGHTS

## General Fund Revenue

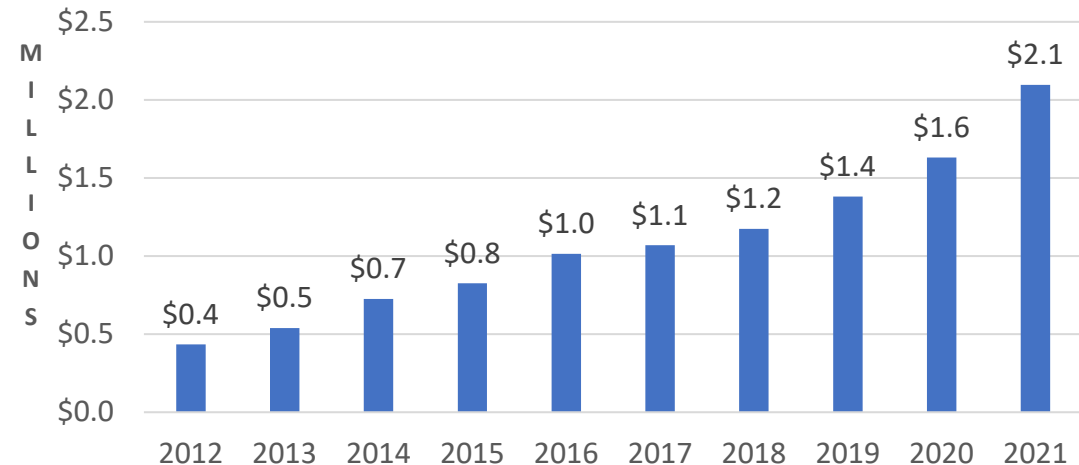
The General Fund is the City of Manor’s principal operating fund for essential city services and is supported by a variety of revenue sources. Property (Ad Valorem) Taxes and Sales Tax, however, provide the primary funding support as the graph below shows.

- **Property Taxes** – Property tax revenue in FY21-22 is moderate growth in the city’s taxable valuation, as home construction is anticipated to continue at its present rate throughout the fiscal year.
  - The FY21-22 Amended Annual Budget has adoption of a tax rate of \$0.7827. This rate will lower the tax rate from \$.8161 by \$.0334.



- **Sales Tax** – The State of Texas imposes a 6.25% sales and use tax on “all retail sales, leases and rentals of most goods, as well as taxable services”. The City of Manor imposes an additional 2.0% sales tax to create a maximum combined rate of 8.25%. **Of that total Austin MTA (Capital Metro) receives 1.0%, and Travis County Emergency Services District 12 0.05%.** The City has experienced steady annual increases in sales tax revenue over the last decade, but the last two years have produced historical income levels:
  - Total Sales Tax Revenue was **\$2.1M** by FY21-22 year-end

## Historical Sales and Use Tax





## Proposed Amended Annual Budget Fiscal Year 2021-22

Original Budget Adopted: 15-Sep-2021  
Ordinance Number: 621

Amended Budget Adopted: 20-Apr-2022  
Ordinance Number: 643

Amended Budget Adopted: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_

FY 2021-2022			30-Sep-22			FY 2021-22			FUND BALANCES	
BUDGETED REVENUES	BUDGETED EXPENSES	NET	FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET	BUDGET REVENUES	BUDGET EXPENSES	NET	ESTIMATED 30-Sep-21	PROJECTED 30-Sep-22
10,973,664	1,748,711	9,224,953	14,095,614	1,227,865	12,867,749	14,095,617	1,227,865	12,867,752		
-	794,391	(794,391)	-	831,022	(831,022)	-	831,715	(831,715)		
1,652,474	3,435,385	(1,782,911)	1,575,059	3,343,562	(1,768,503)	1,575,059	3,343,579	(1,768,520)		
3,422,300	908,987	2,513,313	3,601,857	999,396	2,602,461	3,601,782	999,397	2,602,385		
40,000	1,206,418	(1,166,418)	40,000	1,073,185	(1,033,185)	40,000	1,073,313	(1,033,313)		
406,270	596,512	(190,242)	525,334	454,758	70,576	525,334	454,791	70,543		
330,861	4,975,239	(4,644,378)	140,956	4,724,904	(4,583,948)	140,956	4,725,098	(4,584,142)		
-	767,741	(767,741)	-	681,947	(681,947)	-	681,947	(681,947)		
1,150	415,668	(414,518)	1,132	309,521	(308,389)	1,150	309,521	(308,371)		
-	181,009	(181,009)	-	146,375	(146,375)	-	146,377	(146,377)		
<b>16,826,719</b>	<b>15,030,061</b>	<b>1,796,658</b>	<b>19,979,952</b>	<b>13,792,535</b>	<b>6,187,417</b>	<b>19,979,898</b>	<b>13,793,603</b>	<b>6,186,295</b>		
-	563,139	(563,139)	-	551,725	(551,725)	-	551,943	(551,943)		
2,448,743	2,998,967	(550,224)	3,678,398	2,600,497	1,077,901	3,678,398	2,600,499	1,077,899		
2,040,250	1,151,127	889,123	3,138,623	1,277,163	1,861,460	3,138,623	1,277,165	1,861,458		
<b>4,488,993</b>	<b>4,713,233</b>	<b>(224,240)</b>	<b>6,817,021</b>	<b>4,429,385</b>	<b>2,387,636</b>	<b>6,817,021</b>	<b>4,429,607</b>	<b>2,387,414</b>		
<b>21,315,712</b>	<b>19,743,294</b>	<b>1,572,418</b>	<b>26,796,973</b>	<b>18,221,920</b>	<b>8,575,053</b>	<b>26,796,919</b>	<b>18,223,210</b>	<b>8,573,709</b>	<b>17,541,224</b>	<b>26,114,933</b>
<b>2,210,787</b>	<b>2,573,123</b>	<b>(362,336)</b>	<b>2,195,933</b>	<b>2,817,069</b>	<b>(621,136)</b>	<b>2,195,933</b>	<b>2,817,070</b>	<b>(621,137)</b>	<b>91,186</b>	<b>(529,951)</b>
9,500	9,500	-	9,944	7,691	2,253	9,944	7,691	2,253	46,674	48,927
8,400	500	7,900	8,894	-	8,894	8,894	-	8,894	12,518	21,412
33,200	9,000	24,200	81,215	63,945	17,270	81,215	120,545	(39,330)	410,704	371,374
392,006	-	392,006	1,065,066	960,031	105,035	845,134	837,429	7,705	2,282,907	2,290,612
864,500	-	864,500	4,703,534	5,720,540	(1,017,006)	1,967,532	5,078,005	(3,110,473)	7,479,905	4,369,432
-	-	-	192,500	-	192,500	192,500	-	192,500	479,247	671,747
-	-	-	6,283,904	349,701	5,934,204	6,283,904	349,701	5,934,204	-	-
<b>1,307,606</b>	<b>19,000</b>	<b>1,288,606</b>	<b>12,771,879</b>	<b>7,438,260</b>	<b>5,333,619</b>	<b>9,389,123</b>	<b>6,383,371</b>	<b>2,995,753</b>	<b>10,758,927</b>	<b>7,820,476</b>
<b>24,834,105</b>	<b>22,335,417</b>	<b>2,498,688</b>	<b>41,764,785</b>	<b>28,477,248</b>	<b>13,287,536</b>	<b>38,381,975</b>	<b>27,433,651</b>	<b>10,948,325</b>	<b>28,381,338</b>	<b>38,338,662</b>

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.  
 The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.  
 The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.

# FY 2021-2022 AMENDED ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

## 2021 Certificates of Obligation

### Water

FM 973 12" Waterline	
FM 973 12" Waterline (Oversizing from 12" to 16")	
Gregg Manor Water Storage Supply-Ground Storage Tank and Pumps	
US 290 12" Waterline	
Subtotal - Water	

### Wastewater

FM 973 Gravity Wastewater Line (Oversizing from 8" to 12" and 12" to 15")	
Bell Farms Lift Station Expansion	
Presidential Glen Lift Station Expansion	
Subtotal - Wastewater	

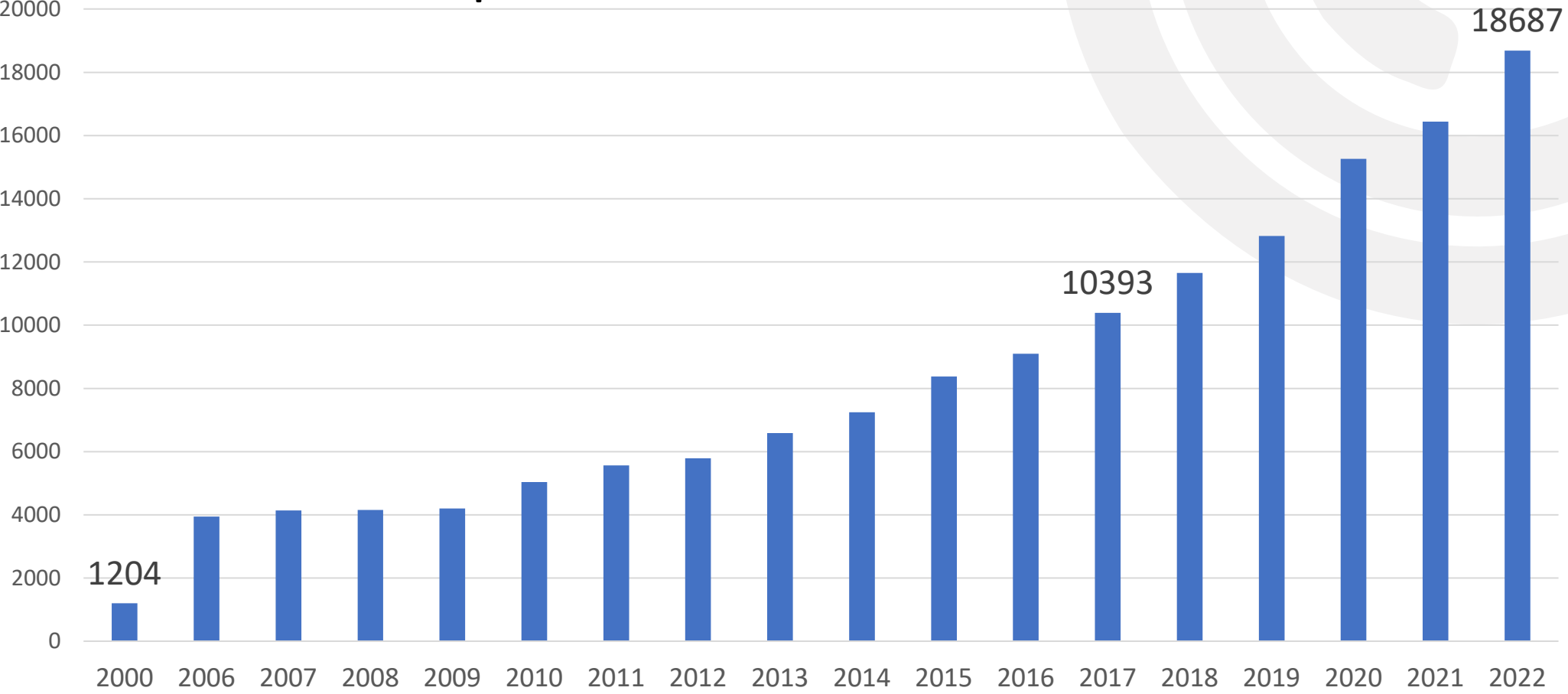
Total - All Funds	
Issuance Cost/Misc.	
GRAND TOTAL	

INITIAL
525,320.00
230,000.00
3,126,620.00
380,765.00
<b>\$4,262,705.00</b>
<b>\$ 6,279,115.00</b>
\$80,885.00
<b>\$ 6,360,000.00</b>

## 2021 Certificates of Obligation/Capital Improvement Program

- Late 2021, the City Council approved the issuance of the Certificates of Obligation (COs) in a total amount of \$6.36M to fund various water and wastewater projects.
- A majority of Council supported the proposed Capital Improvement Projects (CIP) Program. The purpose of these bonds is to pay for contractual obligations of the City to be incurred for the following purpose, to wit; (1) design and construction of, and the acquisition of equipment and other property for, the improvement and expansion of water and sewer lines, the construction of new water and sewer lines, the addition of new ground storage tanks and pumps, and the expansion of one or more lift stations; and (2) the payment of professional services and costs of issuance related thereto.

# Historical Population Growth



\*Graph shows population within City limits

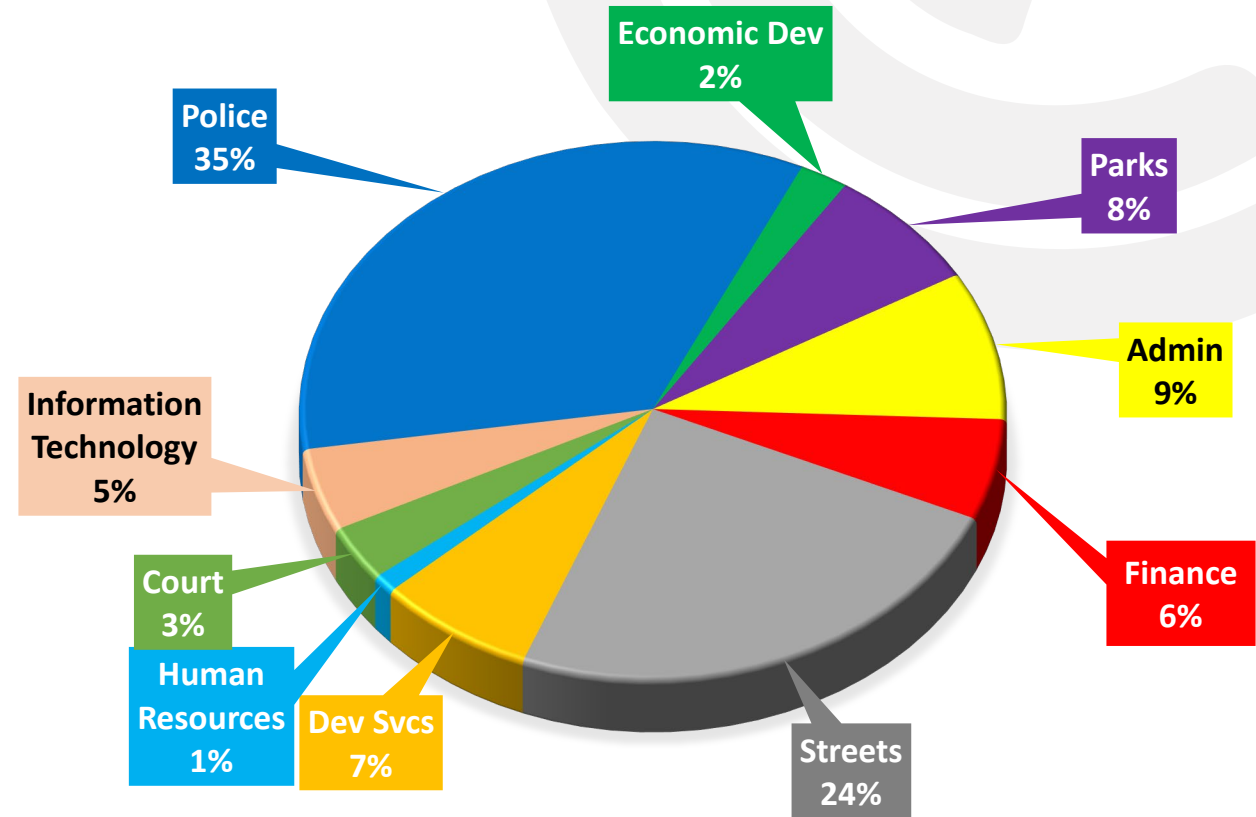


# FY 2021-2022 AMENDED ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

## General Fund Expenditures

The General Fund is the primary operating fund of the City of Manor and is utilized to account for all costs traditionally associated with city government. The proposed FY 2021-2022 Amended Annual Budget includes total General Fund expenditures of **\$13.8M**.

Within City of Manor operations, General Fund Expenditures are those costs associated with the provision of essential city services including, but not limited to public safety, parks, public works, mobility and asset maintenance. The primary sources of income supporting the General Fund are Property and Sales Taxes.



# General Fund

Article III Section 8.05 of the Manor City Charter states “the City Manager is responsible for the timely preparation and presentation of the budget”. The **General Fund** is the primary operating fund in the budget used to account for resources not required to be accounted for in other funds devoted to specific activities. It is used to account for operations of basic City functions such as public safety, public works, cultural and leisure programs, community planning/development plus direction and management of all municipal functions. Services provided by the City are classified according to activity and presented as operating departments in the Budget.

As a spending plan for the year the budget contains estimates of revenues expected to be generated in the forthcoming year as well as the cost of programs that are planned for the year. Two basic elements of all funds are revenue and expenditures, the latter of which authorize expenditures for line items that appear in each departmental breakdown. These are detailed in the budget document for each activity in each fund. The former are estimates of fiscal resources that are expected to be generated during the subject fiscal year and are intended to finance programs of “Expenditures” for that same time frame.

Total revenue received for the 2021-22 fiscal year is \$19,979,898. Direct expenditures were \$13,793,603. The following are general comments on sources and expected trends of revenue for the General Fund.

# General Fund Revenue Summary

- Revenues are generally a function of certain “rates” applied to specific quantifiable amounts such as assessed property values, volumes of water used, a percentage of gross revenues (franchise fees), etc. The chart summarizes revenue for the general fund by major funding category. This is followed by a more detailed look at revenue by general category.

	FY 2021-22 ORIG. BUDGET	FY 2021-22 CURR. BUDGET	Y-T-D ACTUAL AS OF 09/30/2022	REQUESTED 2021-22 BUDGET
<b>REVENUE SUMMARY</b>				
<b>ADMINISTRATION</b>				
TAXES	9,955,027	10,434,245	10,665,656	10,665,659
MISCELLANEOUS	215,000	433,000	3,268,638	3,268,638
PERMITS/LICENSES	6,290	6,290	3,975	3,975
OTHER	100,129	100,129	157,345	157,345
<b>TOTAL ADMINISTRATION</b>	<b>10,276,446</b>	<b>10,973,664</b>	<b>14,095,614</b>	<b>14,095,617</b>
<b>STREET</b>				
MISCELLANEOUS	187,474	187,474	105,018	105,018
SANITATION CHARGES	1,117,130	1,465,000	1,470,042	1,470,041
<b>TOTAL STREET</b>	<b>1,304,604</b>	<b>1,652,474</b>	<b>1,575,059</b>	<b>1,575,059</b>
<b>DEVELOPMENT SERVICES</b>				
MISCELLANEOUS	38,345	49,320	51,078	51,078
PERMITS/LICENSES	1,880,497	3,372,980	3,550,779	3,550,704
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>1,918,842</b>	<b>3,422,300</b>	<b>3,601,857</b>	<b>3,601,782</b>
<b>PARKS/RECREATION</b>				
MISCELLANEOUS	40,000	40,000	40,000	40,000
<b>TOTAL PARKS/RECREATION</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>
<b>COURT</b>				
MISCELLANEOUS	1,096	2,200	2,294	2,294
COURT FEES	403,660	404,070	523,039	523,040
<b>TOTAL COURT</b>	<b>404,756</b>	<b>406,270</b>	<b>525,333</b>	<b>525,334</b>
<b>POLICE</b>				
MISCELLANEOUS	272,661	272,661	66,004	66,004
POLICE CHARGES/FEES	57,730	58,200	74,953	74,952
<b>TOTAL POLICE</b>	<b>330,391</b>	<b>330,861</b>	<b>140,956</b>	<b>140,956</b>
<b>ECONOMIC DEV SVCS</b>				
TAXES	400	1,150	1,132	1,150
<b>TOTAL COMMUNITY SERVICES</b>	<b>400</b>	<b>1,150</b>	<b>1,132</b>	<b>1,150</b>
<b>TOTAL REVENUES</b>	<b>14,275,439</b>	<b>16,826,719</b>	<b>19,979,953</b>	<b>19,979,898</b>

# GENERAL FUND EXPENDITURE SUMMARY

- A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to both the General and Utility Fund.
- **Personnel** - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.
- **Operating** – Expenditures for the operations of the department; and supplies and services utilized by the department.
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- **Contracted Services** – Expenditures for engineering and legal services; and document storage.
- **Debt Payments** – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED	Item 11.
EXPENDITURE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET	
<b>ADMINISTRATION</b>					
PERSONNEL	430,840	295,099	298,109	298,108	
OPERATING	601,510	638,312	253,534	253,534	
REPAIRS & MAINTENANCE	44,000	44,000	29,394	29,394	
CONTRACTED SERVICES	651,800	771,300	647,448	646,829	
<b>TOTAL ADMINISTRATION</b>	<b>1,728,150</b>	<b>1,748,711</b>	<b>1,228,485</b>	<b>1,227,865</b>	
<b>FINANCE</b>					
PERSONNEL	603,665	563,489	530,095	530,096	
OPERATING	151,365	165,002	239,647	240,339	
REPAIRS & MAINTENANCE	2,700	2,700	1,060	1,060	
CONTRACTED SERVICES	57,900	63,200	60,220	60,220	
<b>TOTAL FINANCE</b>	<b>815,631</b>	<b>794,391</b>	<b>831,022</b>	<b>831,715</b>	
<b>STREET</b>					
PERSONNEL	531,301	373,918	376,747	376,746	
OPERATING	183,495	217,195	248,156	248,167	
REPAIRS & MAINTENANCE	175,000	335,000	241,471	241,470	
CONTRACTED SERVICES	1,923,250	2,395,350	2,351,517	2,351,524	
DEBT PAYMENTS	36,359	53,922	86,169	86,169	
CAPITAL OUTLAY < \$5K	10,000	10,000	5,353	5,353	
CAPITAL OUTLAY > \$5K	50,000	50,000	34,150	34,150	
<b>TOTAL STREET</b>	<b>2,909,405</b>	<b>3,435,385</b>	<b>3,343,562</b>	<b>3,343,579</b>	
<b>DEVELOPMENT SERVICES</b>					
PERSONNEL	550,904	498,768	468,677	468,677	
OPERATING	100,121	135,819	169,618	169,619	
REPAIRS & MAINTENANCE	4,400	4,400	1,216	1,216	
CONTRACTED SERVICES	270,000	270,000	355,283	353,427	
<b>TOTAL DEVELOPMENT SERVICES</b>	<b>925,425</b>	<b>908,987</b>	<b>1,001,252</b>	<b>999,397</b>	

# GENERAL FUND EXPENDITURE SUMMARY CON'T

- A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to both the General and Utility Fund.
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- **Operating** – Expenditures for the operations of the department; and supplies and services utilized by the department.
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- **Contracted Services** – Expenditures for engineering and legal services; and document storage.
- **Debt Payments** – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>PARKS</b>				
PERSONNEL	417,152	401,179	322,340	322,342
OPERATING	25,850	35,850	38,408	38,534
REPAIRS & MAINTENANCE	183,000	665,621	467,881	467,881
CONTRACTED SERVICES	1,500	1,500	1,518	1,518
DEBT PAYMENTS	24,518	24,518	32,371	32,371
CAPITAL OUTLAY < \$5K	10,750	10,750	716	716
CAPITAL OUTLAY > \$5K	67,000	67,000	209,951	209,951
<b>TOTAL PARKS</b>	<b>729,770</b>	<b>1,206,418</b>	<b>1,073,185</b>	<b>1,073,313</b>
<b>COURT</b>				
PERSONNEL	350,202	237,840	223,998	224,011
OPERATING	51,245	52,245	41,255	41,271
CONTRACTED SERVICES	291,500	291,500	189,505	189,509
CAPITAL OUTLAY < \$5K	1,620	1,620	0	0
CAPITAL OUTLAY > \$5K	13,307	13,307	0	0
<b>TOTAL COURT</b>	<b>707,874</b>	<b>596,512</b>	<b>454,758</b>	<b>454,791</b>
<b>POLICE</b>				
PERSONNEL	3,861,713	3,477,412	3,354,040	3,354,045
OPERATING	336,444	454,095	436,095	436,183
REPAIRS & MAINTENANCE	96,500	147,000	191,292	190,542
CONTRACTED SERVICES	306,207	306,207	284,674	284,674
DEBT PAYMENTS	453,500	507,855	410,105	410,105
CAPITAL OUTLAY < \$5K	6,200	6,200	865	965
CAPITAL OUTLAY > \$5K	125,470	76,470	48,583	48,583
<b>TOTAL POLICE</b>	<b>5,186,034</b>	<b>4,975,239</b>	<b>4,725,654</b>	<b>4,725,098</b>

# GENERAL FUND EXPENDITURE SUMMARY CON'T

- A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to both the General and Utility Fund.
- **Personnel** - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.
- **Operating** – Expenditures for the operations of the department; and supplies and services utilized by the department.
- **Repairs & Maintenance** – Expenditures for the maintenance of equipment and buildings
- **Contracted Services** – Expenditures for engineering and legal services; and document storage.
- **Debt Payments** – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>INFORMATION TECHNOLOGY (I.T.)</b>				
PERSONNEL	274,649	179,701	174,122	174,122
OPERATING	174,500	221,600	221,183	221,184
REPAIRS & MAINTENANCE	11,085	11,085	4,514	4,514
CONTRACTED SERVICES	190,000	210,471	217,781	192,939
CAPITAL OUTLAY < \$5K	35,000	35,000	72,394	72,394
CAPITAL OUTLAY > \$5K	70,000	109,884	16,794	16,794
<b>TOTAL I.T</b>	755,234	767,741	706,788	681,947
<b>ECONOMIC DEV. SVCS</b>				
PERSONNEL	246,129	174,558	176,313	175,498
OPERATING	137,850	241,110	134,022	134,023
<b>TOTAL COMMUNITY DEV</b>	383,979	415,668	310,336	309,521
<b>HUMAN RESOURCES</b>				
PERSONNEL	121,009	121,009	124,619	124,620
OPERATING	60,000	60,000	21,756	21,757
<b>TOTAL HUMAN RESOURCES</b>	181,009	181,009	146,375	146,377

# UTILITY FUND REVENUE SUMMARY

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to both the General and Utility Fund.

**Personnel** - Accounts for staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

**Operating** – Expenditures for the operations of the department; and supplies and services utilized by the department.

**Repairs & Maintenance** – Expenditures for the maintenance of equipment and buildings

**Contracted Services** – Expenditures for engineering and legal services; and document storage.

**Debt Payments** – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
REVENUE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>WATER</b>				
MISCELLANEOUS	525	525	0	0
WATER/SEWER CHARGES	2,448,158	2,448,218	3,678,433	3,678,398
<b>TOTAL WATER</b>	2,448,683	2,448,743	3,678,433	3,678,398
<b>WASTEWATER</b>				
WATER/SEWER CHARGES	2,040,250	2,040,250	3,138,623	3,138,623
<b>TOTAL WASTEWATER</b>	2,040,891	2,040,250	3,138,623	3,138,623
<b>TOTAL REVENUES</b>	<b>4,489,574</b>	<b>4,488,993</b>	<b>6,817,056</b>	<b>6,817,021</b>

# UTILITY FUND EXPENDITURE SUMMARY

- A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to both the General and Utility Fund.
- **Personnel** - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.
- **Operating** – Expenditures for the operations of the department; and supplies and services utilized by the department.
- **Repairs & Maintenance** – Expenditures for the maintenance of equipment and buildings
- **Contracted Services** – Expenditures for engineering and legal services; and document storage.
- **Debt Payments** – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
EXPENDITURE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>PUBLIC WORKS</b>				
PERSONNEL	437,745	467,744	485,447	485,447
OPERATING	28,350	28,350	11,163	11,163
REPAIRS & MAINTENANCE	36,000	36,000	21,269	21,269
CONTRACTED SERVICES	3,500	31,045	34,064	34,064
<b>TOTAL PUBLIC WORKS</b>	<b>505,595</b>	<b>563,139</b>	<b>551,943</b>	<b>551,943</b>
<b>WATER</b>				
PERSONNEL	501,562	501,562	228,675	228,675
OPERATING	214,934	258,502	277,357	277,359
REPAIRS & MAINTENANCE	66,500	66,500	89,038	89,038
WATER/WASTEWATER	2,053,750	2,053,750	1,884,712	1,884,713
CONTRACTED SERVICES	3,800	8,300	9,361	9,361
DEBT PAYMENTS	80,353	80,353	81,617	81,617
CAPITAL OUTLAY < \$5K	10,000	10,000	1,727	1,727
CAPITAL OUTLAY > \$5K	20,000	20,000	28,009	28,009
<b>TOTAL WATER</b>	<b>2,950,899</b>	<b>2,998,967</b>	<b>2,600,499</b>	<b>2,600,499</b>
<b>WASTEWATER</b>				
PERSONNEL	196,338	195,568	162,265	162,265
OPERATING	360,315	404,907	495,211	495,211
REPAIRS & MAINTENANCE	59,000	59,000	43,305	43,305
WATER/WASTEWATER	59,650	184,650	253,803	253,803
CONTRACTED SERVICES	239,002	272,002	309,500	309,500
CAPITAL OUTLAY > \$5K	30,000	30,000	13,081	13,081
<b>TOTAL WASTEWATER</b>	<b>949,305</b>	<b>1,151,127</b>	<b>1,277,165</b>	<b>1,277,165</b>



# DEBT SERVICE FUND SUMMARY

**Debt Service** – The City’s obligation to pay the principal and interest of all bonds according to a pre-determined payment schedule.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
REVENUE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>NON-DEPARTMENTAL</b>				
TAXES	2,210,122	2,210,122	2,193,923	2,193,923
OTHER	125	665	2,010	2,010
<b>TOTAL NON-DEPARTMENTAL</b>	<b>2,210,247</b>	<b>2,210,787</b>	<b>2,195,933</b>	<b>2,195,933</b>
<b>TOTAL REVENUES</b>	<b>2,210,247</b>	<b>2,210,787</b>	<b>2,195,933</b>	<b>2,195,933</b>
	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
EXPENDITURE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>NON-DEPARTMENTAL</b>				
OPERATING	150	150	300	300
DEBT PAYMENTS	2,182,973	2,572,973	2,816,770	2,816,770
<b>TOTAL NON-DEPARTMENTAL</b>	<b>2,183,123</b>	<b>2,573,123</b>	<b>2,817,070</b>	<b>2,817,070</b>
<b>TOTAL EXPENDITURES</b>	<b>2,183,123</b>	<b>2,573,123</b>	<b>2,817,070</b>	<b>2,817,070</b>

# SPECIAL RESERVE H.O.T. FUND SUMMARY

**Hotel Tax Fund** – Funds from this source are collected from lodging establishments located in the City and its ETJ, that offer rooms for rent daily. Revenue from this source is to be used for promotional activities of the City

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
REVENUE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>ADMINISTRATION</b>				
TAXES	33,200	33,200	81,215	81,215
TOTAL ADMINISTRATION	33,225	33,225	81,215	81,215
<b>TOTAL REVENUES</b>	<b>33,225</b>	<b>33,225</b>	<b>81,215</b>	<b>81,215</b>
	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
EXPENDITURE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>ADMINISTRATION</b>				
OPERATING	9,000	9,000	120,545	120,545
<b>TOTAL ADMINISTRATION</b>	<b>9,000</b>	<b>9,000</b>	<b>120,545</b>	<b>120,545</b>
<b>TOTAL EXPENDITURES</b>	<b>9,000</b>	<b>9,000</b>	<b>120,545</b>	<b>120,545</b>

# SPECIAL RESERVE IMPACT FEE FUND SUMMARY

- **Impact Fee Funds:** Impact fees are mechanisms authorized by the Local Government Code and used by City's to build up reserves for future costs of extending water and wastewater facilities to new development and provide for the expansion of treatment facilities that are needed because of the addition of new users.

	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
REVENUE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>WATER</b>				
OTHER	392,006	392,006	1,065,066	1,065,066
<b>TOTAL WATER</b>	392,006	392,006	1,065,066	1,065,066
<b>WASTEWATER</b>				
OTHER	864,500	864,500	4,703,534	4,703,534
<b>TOTAL WASTEWATER</b>	864,500	864,500	4,703,534	4,703,534
<b>TOTAL REVENUES</b>	<b>1,256,506</b>	<b>1,256,506</b>	<b>5,768,600</b>	<b>5,768,600</b>
	FY 2021-22	FY 2021-22	Y-T-D ACTUAL	REQUESTED
EXPENDITURE SUMMARY	ORIG. BUDGET	CURR. BUDGET	AS OF 09/30/2022	2021-22 BUDGET
<b>WATER</b>				
REPAIRS/MAINTENANCE	0	0	955,577	955,577
CONTRACTED SERVICES	0	0	4,454	4,454
<b>TOTAL WATER</b>	0	0	960,031	960,031
<b>WASTEWATER</b>				
REPAIRS & MAINTENANCE	0	0	5,699,357	5,699,357
CONTRACTED SERVICES	0	0	21,183	21,183
<b>TOTAL WASTEWATER</b>	0	0	5,720,540	5,720,540
<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>6,680,572</b>	<b>6,680,571</b>



**City Sponsored Events for FY 2021-2022**

- October .....Manor Night at the Park
- November .....Arbor Day
- December .....Holidays in the Park
- February .....Black History Luncheon
- July .....4<sup>th</sup> of July Fireworks Show

**City Partnered Events for FY 2021-2022**

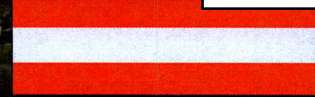
- May .....ManorPalooza
- June .....Juneteenth
- November .....Veteran’s Day Service



# PROPOSED FY 2021-2022 AMENDED ANNUAL BUDGET

CITY OF MANOR, TEXAS





FIRST RESPONDER

## Why recognize public works professionals as **FIRST RESPONDERS**?

While police, fire, and EMS are often the three most recognized first responders, public works is also often silently there—providing vital support to emergency response partners, helping protect essential services, and restoring those services following an emergency situation. Consider the following:

- In 2003, President George W. Bush issued [Presidential Policy Directive 8 \(PPD-8\)](#) officially recognizing public works as first responders.
- In 2010, Mississippi, under House Bill (HB) 664, recognized public works professionals as first responders.
- In 2019, the US Senate passed Senate Concurrent Resolution 15 (S.Con.Res.15), "Expressing support for the designation of October 28, 2019, as Honoring the Nation's First Responders Day." Public works is specifically included.
- In 2022 New Hampshire Governor Chris Sununu signed into law SB325, formally recognizing public works employees as first responders.
- In 2022, New Hampshire passed HB 536, "An Act relative to death benefits for public works employees killed in the line of duty, and relative to workers' compensation offsets for certain retirement system benefits."
- Public works is often considered "the silent arm of public safety" ... usually without fanfare. Public works professionals are often the first on scene and the last to leave the scenes of disasters—no matter the peril.
- The National Incident Management System (NIMS) lists public works alongside police, fire, and public health in its documentation: [National Incident Management System, 3rd Edition \(fema.gov\)](#).

## What can I do?

- Establish a public works awareness committee.
- Arrange networking sessions with fellow public works professionals to share your ideas, experiences, and your public works awareness success stories.
- Put together a short presentation/video to share with your elected officials at the local, county, state, and federal levels highlighting the vital role public works professionals have as first responders.
- Reach out to APWA's Government Affairs staff and refer to the APWA website for the latest information.
- When discussing public works as first responders, remember to use the APWA theme, "Ready and Resilient."
- Remind your organizations and those you serve, whether it is clearing debris after a major storm, clearing the roads during winter weather conditions, setting up protective barriers, or any other critical essential function, that **public works is always there** to ensure government operations return to normal as quickly as possible. "*Public works is the silent arm of public safety!*"



### AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the March 2023 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Finance – Lydia Collins, Director of Finance
- 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 – Debbie Charbonneau, Heritage and 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

- March 2023 Department Monthly Reports

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve and accept the March 2023 Departmental Reports.

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







# Manor Police Department

## Monthly Report March 2023





# Manor Police Department By The Numbers February

	<b>1265</b> Number of calls for service	<b>41</b> Average calls per day
	<b>Total Training Hours</b>	<b>60</b>
	<b>Mental Health Calls</b>	<b>5</b>
	<b>Juvenile Detentions</b>	<b>1</b>

# Interactions



6

Community Events

2

Hosted Events

4

External Events



0:03:42

Average response time



2.5

The average number of people an officer interacts with per call



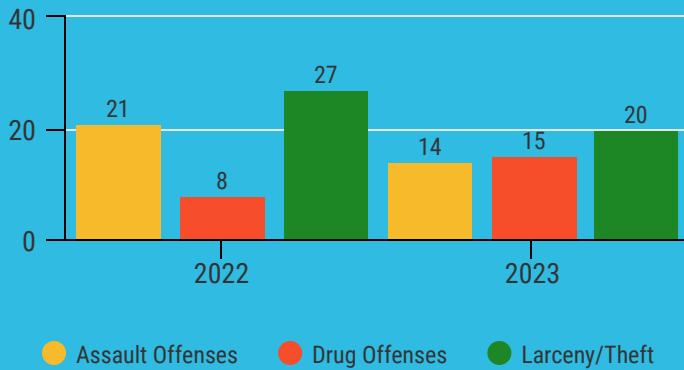
1,940

The estimated number people officers interact with on calls alone

# Criminal Offenses

## National Incident Based Reporting System

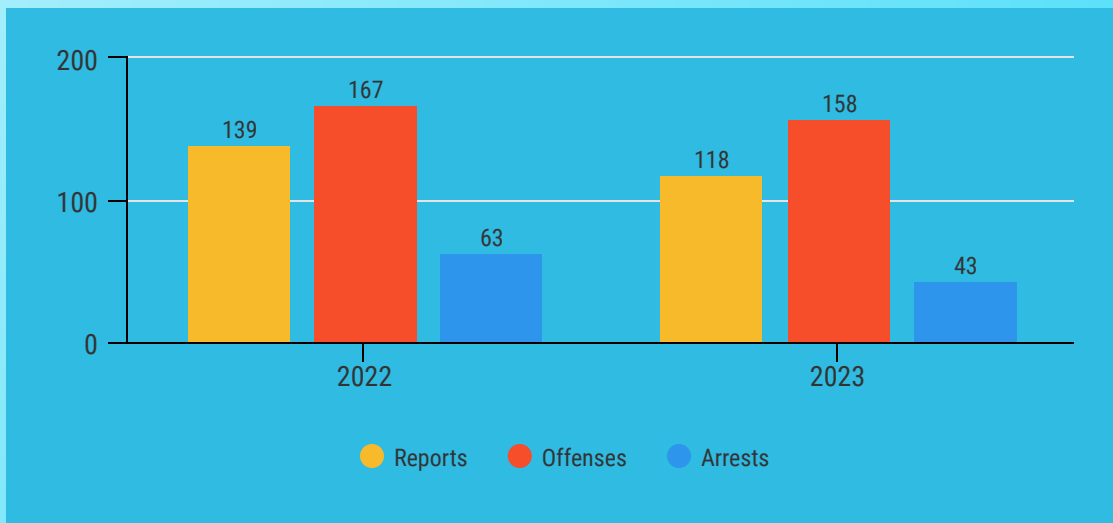
Group A Offenses February 2022/2023 Comparison



Offense Group	March 2022	March 2023
Group A*	70	71
Group B	66	61

Crime Type	March 2022	March 2023
Persons	21	16
Property	0	4
Fraud	0	0
Crimes against Children	0	0

## Incident Reports, Total Offenses, and Arrests



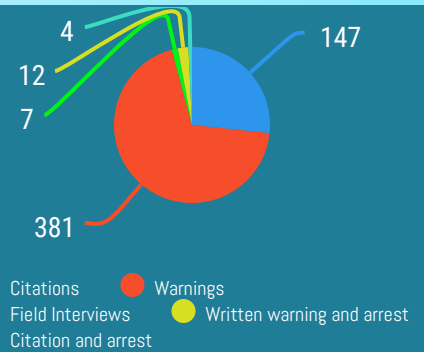
\*Group A offenses are 22 offense categories, including but not limited to assaultive offenses, sex offenses, larceny, arson, and prostitution, where extensive data is collected.  
 Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

# Traffic Enforcement Analysis



**551**

**Total traffic stops conducted**



**16**

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.



**34 searches out of 551 stops**

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

**CONTRABAND**

**21**

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

# Traffic Enforcement Analysis



**33**  
Crashes

**1**  
Involving Alcohol  
or Drugs

**19**  
DWI  
Arrests

## DWI Arrests by the numbers\*



### Manor Police Department DWI Profile - March 2023





# Manor Police Department Report 2022

*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 Chief Phipps

Dear members of the community,

It is my great pleasure to present to you our annual report reviewing 2022, highlighting the statistical data showing the successes and accomplishments of our dedicated police department employees. I am proud to say that we have continued to work diligently to maintain the safety and security of our city, and our employees have demonstrated a commitment to excellence that is truly commendable.

Throughout the year, we have worked tirelessly with our criminal justice and resource partners to solve a wide range of issues and challenges facing our community. Whether it was addressing concerns related to public safety, investigating criminal activity, or providing assistance to those in need, our employees have displayed an unwavering dedication to serving our community with honor and professionalism. We have invested in our community outreach programs that target groups that are commonly victimized and other programs that bridge any gaps between youth and police. Our National Night out Program “Manor Night at the Park” continues to be a success that provides an environment where community members, officers and neighbors get to interact with each other and build relationships.

One of the keys to our success has been the extensive training that our employees receive. We believe that continuous education and development is critical to ensuring that our officers are always ready and prepared to handle any situation that may arise. As such, we have made significant investments in providing ongoing training opportunities for our officers, which has allowed them to stay up-to-date with the latest techniques, technology, and best practices in the field. We invest in our hiring process where candidates are measured not by their brute but by their abilities to take action, yet also show compassion and understanding.

None of this would have been possible without the incredible support that we have received from the city management, city council, and our community at large. We are deeply grateful for their unwavering support and commitment to our mission of providing exceptional law enforcement services to our community.

As we move forward in 2023, we will continue to build on our successes and strive to improve the quality of life for all members of our community. We remain committed to working together with our partners in law enforcement and our community stakeholders to address the challenges that lie ahead.

Thank you once again for your support, and I look forward to continuing to work with you all in the years to come.

**Ryan Phipps**  
**Chief of Police**  
**Manor Police Department**

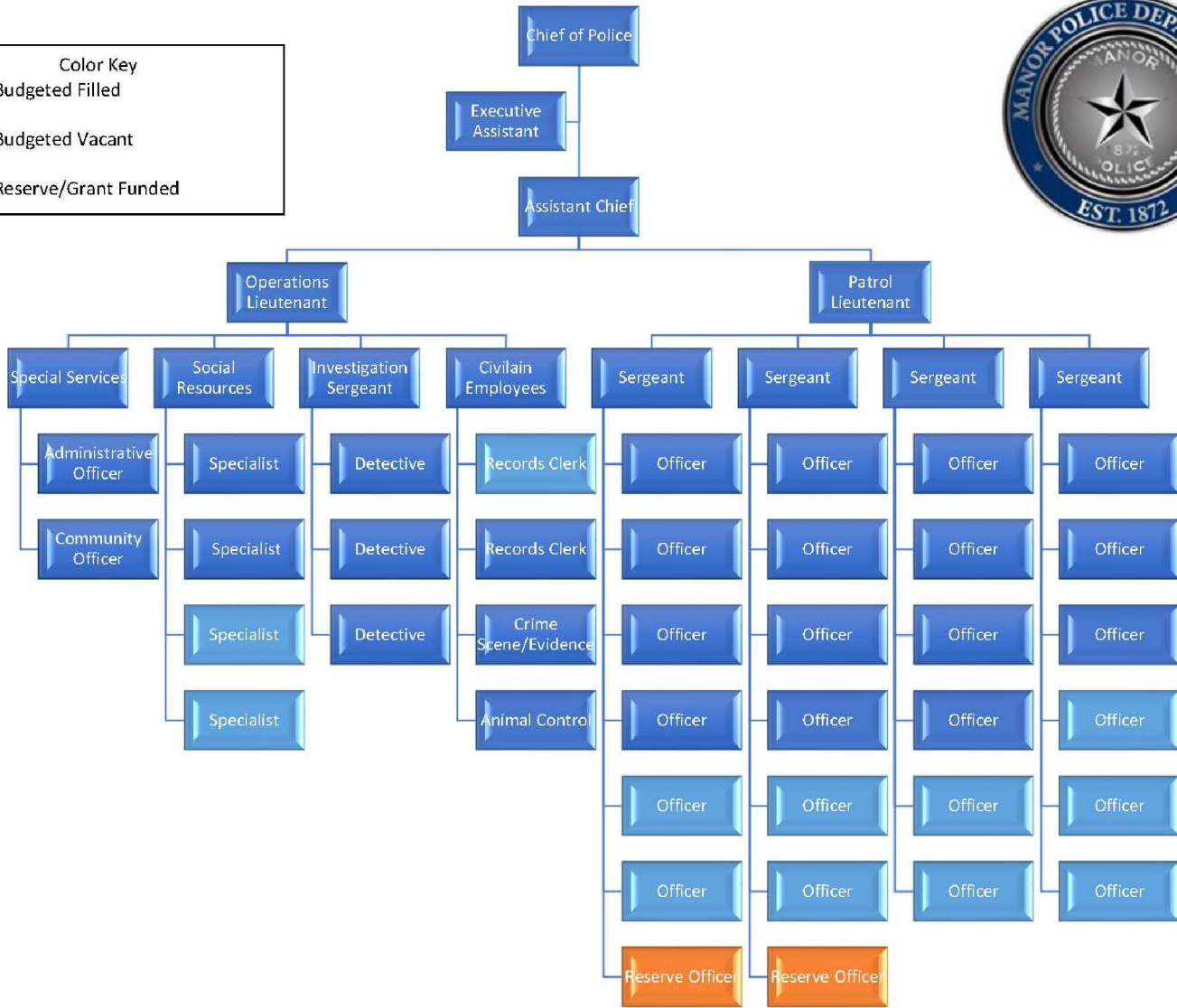


# Department Organization



**Color Key**

- Budgeted Filled
- Budgeted Vacant
- Reserve/Grant Funded



# Department Organization

The Manor Police Department consists of 48 full-time positions, of those 39 are filled by 28 sworn peace officer positions and 6 civilian personnel. The department also has 2 reserve officers.

## Administrative Division

Chief Ryan Phipps  
Asst. Chief Denver Collins  
Lieutenant James Allen  
Lieutenant Lawrence Rideau

## Patrol Division

Sergeant Trevor Tate  
Sergeant - George Vega

Officer Jordan Roberts  
Officer A Stone  
Officer Dylan Harr  
Officer Tyler Welch  
Officer Bryan Estrada  
Officer Robert Faust  
Officer Bryan Ponce  
Officer Jaime Picos  
Officer Trevor Goodman

## Reserve Officers

Ryan Smith  
Anne Lopez

## Special Services

Officer Zon Lout  
Officer Gloria Rock

## Civilian Staff

Executive Assistance - Robert Acosta  
Clerk - Open  
Clerk - Sandra Bocksnick  
Animal Control - Matthew Foley  
Crime Scene and Evidence Rica Diaz

## Investigations

Sergeant Craig Struble  
Detective Mary Eaton  
Detective Marshall Surovik  
Detective Kailey Krumpfer

Sergeant David Milton  
Sergeant Shaun Harr

Officer Sergio Trevino  
Officer Trey Koger  
Officer Jordan Roberts  
Officer Kylie Estes  
Officer Eric Deleon  
Cadet Banet  
Cadet Ozuna  
Officer - Open  
Officer - Open

Officer - Open  
Officer - Open  
Officer - Open  
Officer - Open  
Officer - Open  
Officer - Open  
Officer - Open

## Social Resources

Specialist Marycarmen Ramirez  
Specialist Kineta Bohnet  
Specialist - Open  
Specialist - Open

## Approved but not funded

Emergency Manager  
CID Clerk  
Crime Analyst



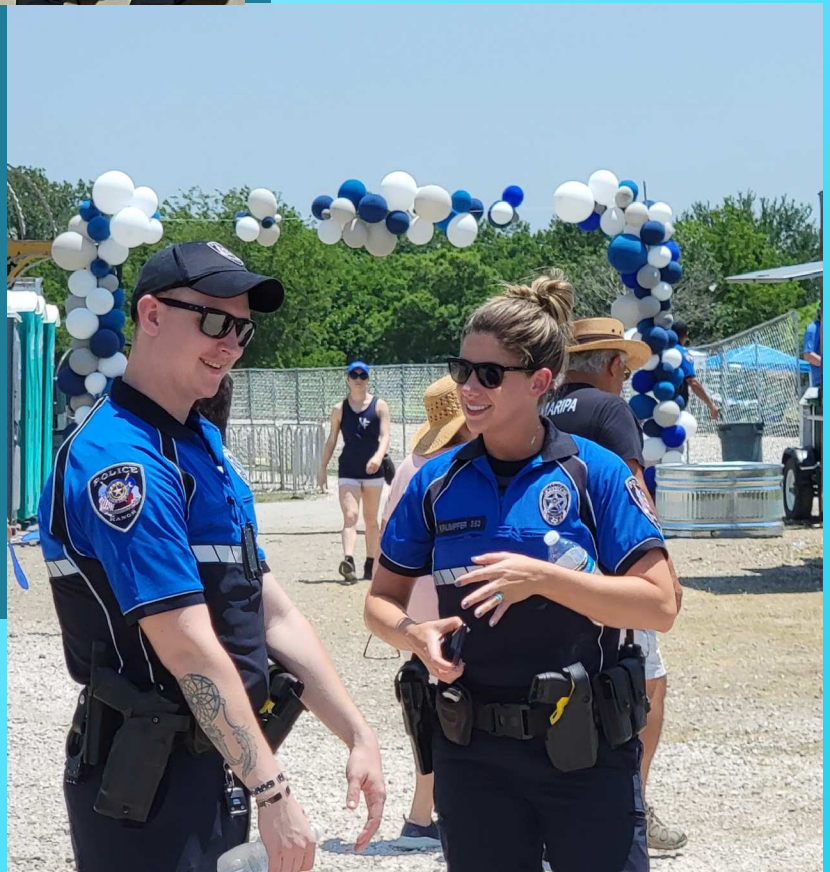
# PATROL



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 2022



**18301**  
Number of calls for service

Officers are dispatched, respond to, and initiate contact with the community averaging 50 calls a day.



**6083**  
Total traffic stops conducted

Officers are tasked with ensuring the road ways are safe to travel. Officers have issued 2203 citations 8128 warnings for a total of 10331 traffic violations



**384**  
Crashes

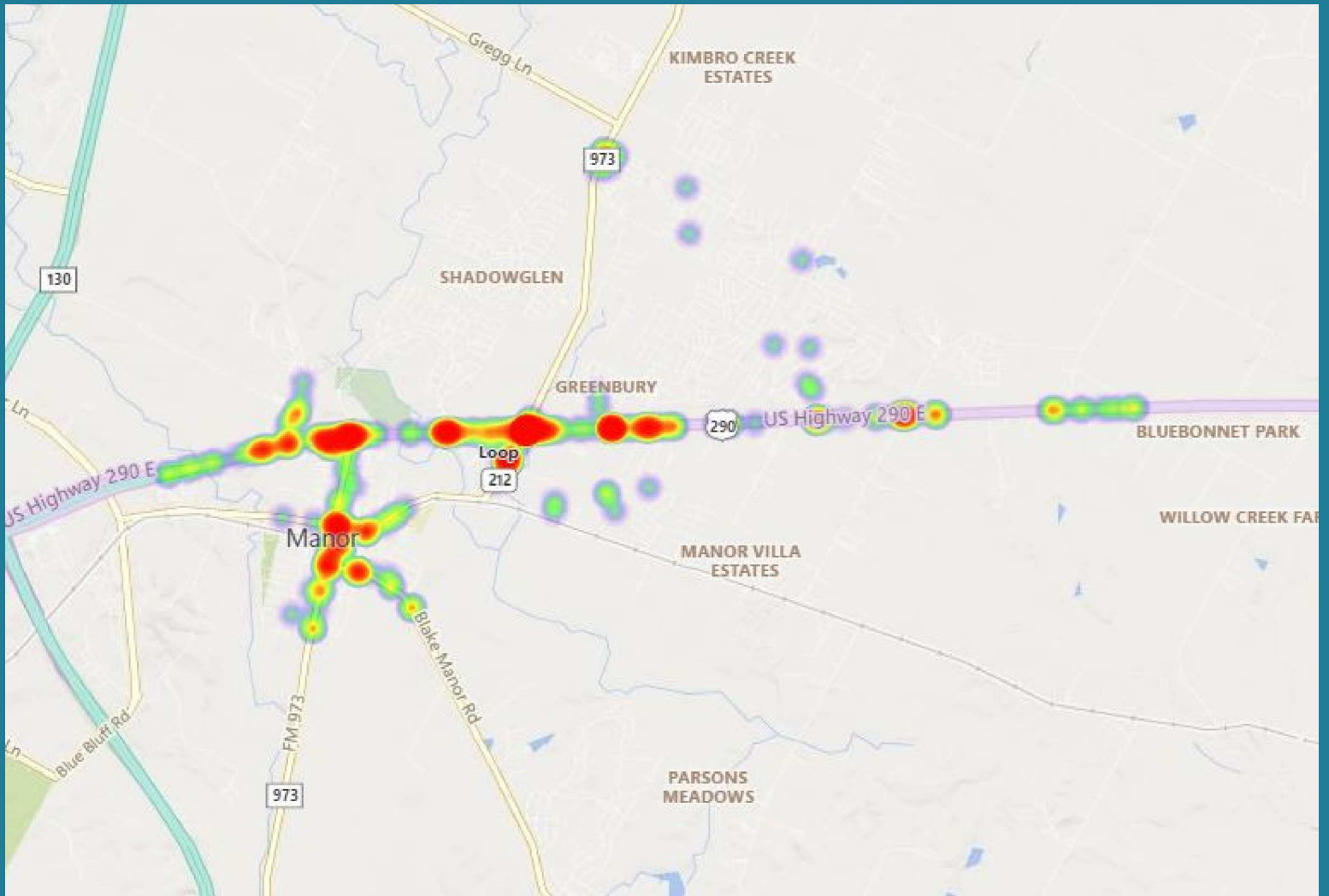
Officers responded to 384 crashes up from 324 in 2021. The leading contributing factor is speed at 159 crashes. 27 crashes involved alcohol.



**273**  
DWIs

Officers made 273 arrests for DWI up from 238 in 2021. Officers average 23 DWIs a month. The average BAC was .155. 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

# 2022 CRASH HEAT MAP



Red on the map indicates the locations with the highest concentration of crashes that occurred in 2022

# Interactions



**50**

Average calls a day



**0:02:18**

Average response time to calls for service



**10,158**

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.



**45,753**

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

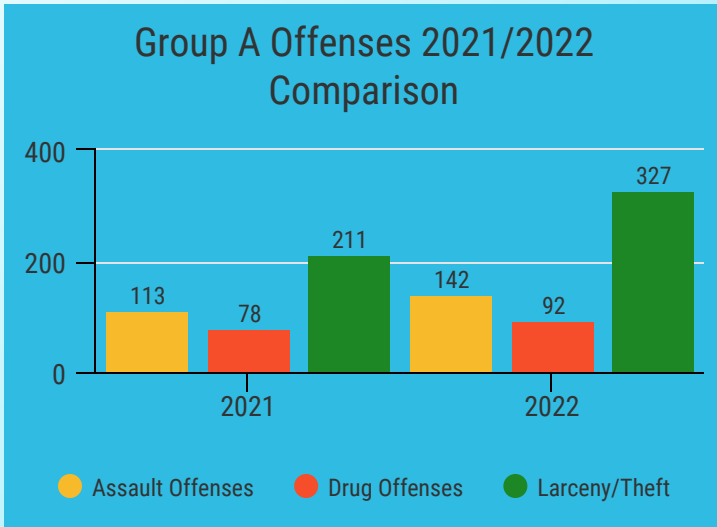


**55,911**

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

# Criminal Offenses

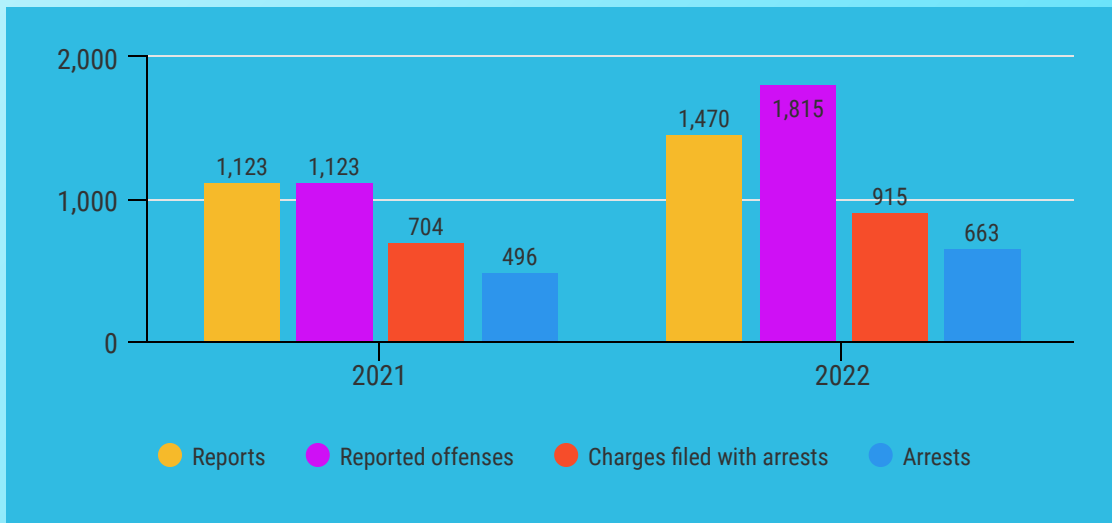
## National Incident Based Reporting System



Offense Group	2021	2022
Group A*	597	756
Group B	607	753

Crime Type	2021	2022
Persons	205	156
Property	299	326
Fraud	51	50
Crimes against Children	21	20

### Incident Reports, Total Offenses, and Arrests



### Reports written and total offenses

2021 Reports 1123 Offenses 1471

2022 Reports 1470 Offenses 1815

**26.6%**

**Increase in Group A Offenses**

**30**

**Mental Health Calls**

# Racial Profiling Report 2022



## 6083

**Total traffic stops  
conducted**

Officers are tasked with ensuring the road ways are safe to travel. Officers have issued 2203 citations 8128 warnings for a total of 10331 traffic violations



## 1631

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.



## 279

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

**CONTRABAND**

## 157

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



# Racial Profiling Report 2022 - Continued

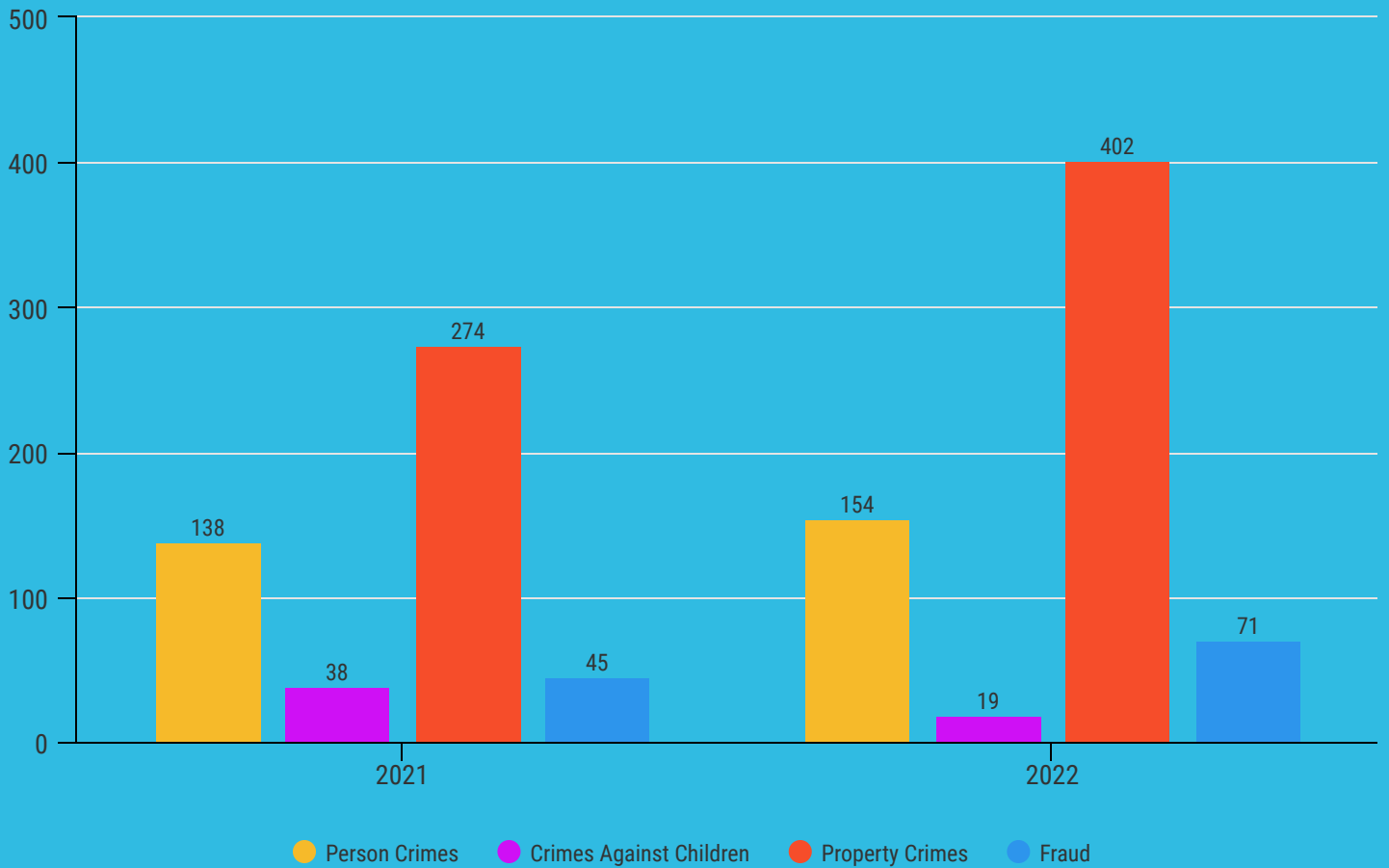
<p>Race/Ethnicity known prior to stop</p>	<p><b>5.95%</b> Average for the State</p>	<p><b>.5%</b> Average for the MPD</p>
<p>Search conducted pursuant to the stop</p>	<p><b>5.5%</b> Average for the State</p>	<p><b>4.64%</b> Average for the MPD</p>
<p>Percentage of stops resulting in consent searches</p> <p>Percentage of stops resulting in probable cause searches</p>	<p><b>26.1%</b></p> <p><b>42.9%</b> Average for the State</p>	<p><b>6.45%</b></p> <p><b>41.2%</b> Average for the MPD</p>
<p>Contraband discovered during search</p>	<p><b>44.6%</b> Average for the State</p>	<p><b>56.3%</b> Average for the MPD</p>



# 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.

### CID STATS





# Social Resources

## 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 Social Resources Division of the Manor Police Department currently consists of two Social Resources Specialists. The Specialists 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: 373 Cases

Individuals served: 623

## Types of Service:

Information and Referral: 355

Personal Advocacy/Accompaniment: 126

Emotional Support or Safety Service: 210

Shelter/Housing Services: 2

Criminal/Civil Justice Assistance: 275

Crime Victim Compensation Assistance: 50



## 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 2022

The Manor Police Department Property room houses at any time between 5000 to 6000 pieces of individual evidence.

Current approximate total: 5422

Items submitted to DPS: 152

Items seized:

Drugs: 40

Firearms: 5

Blood Kits: 89

SANE Kits: 8



## 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.

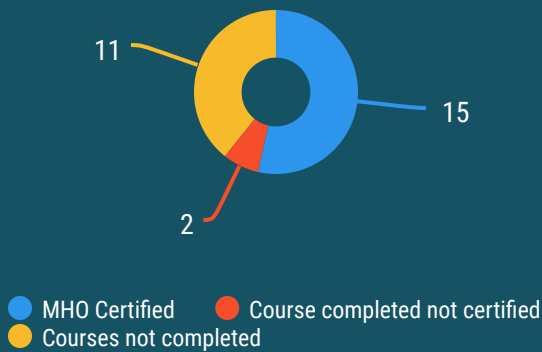


# TRAINING

- Master Peace Officers 9
- Advanced Peace Officers/Telecommunicators 5
- Intermediate Peace Officers 6
- Basic Peace Officers/Telecommunicators 11

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 4443 hours of continuing education during the calendar year.
- All command staff completed the FBI LEEDA Trilogy leadership training courses.
- The Manor Police Department earned the Agency Trilogy award. Becoming the 3rd agency in the Austin region and the 8th in the State of Texas to earn this designation.



# Recruiting

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.

## Academy Visits

6 academies in the Rio Grande Valley

AACOG

San Antonio College

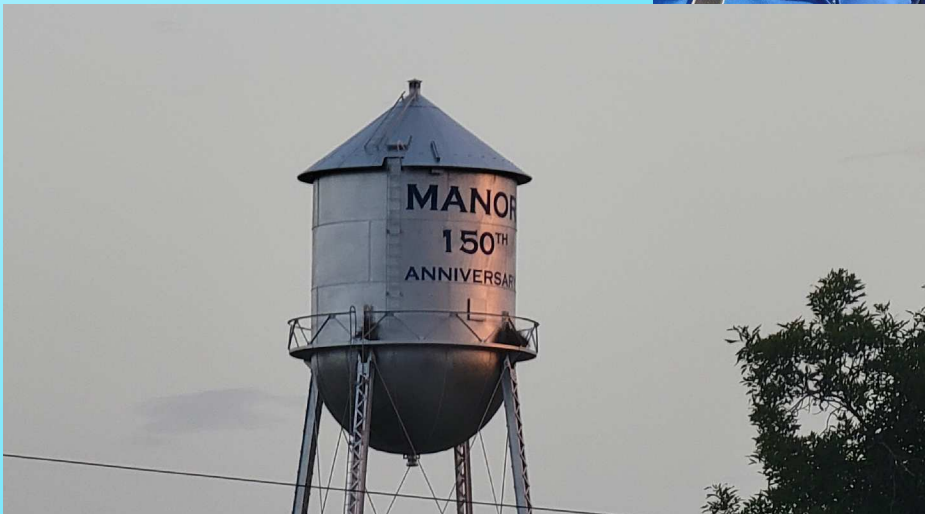
Central Texas College

Del Mar College Police Academy  
Corpus Christie



# Community Programs

# MANORPALOOZA



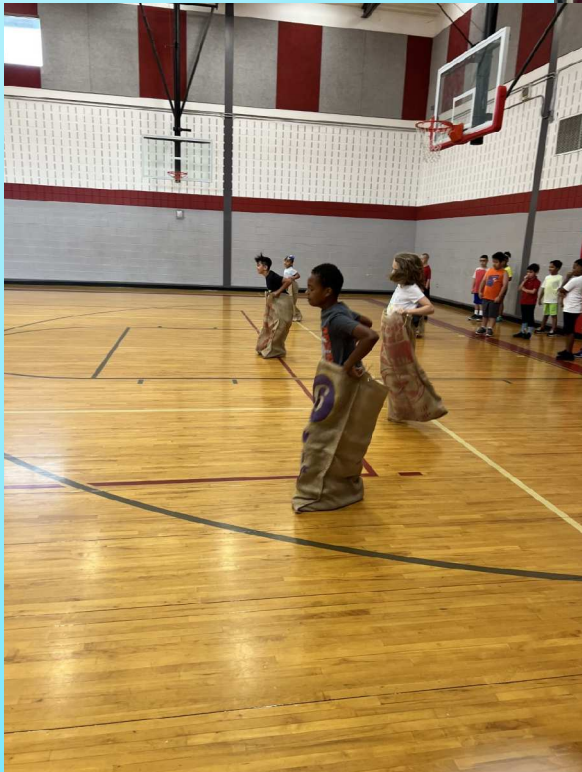






# Community Programs

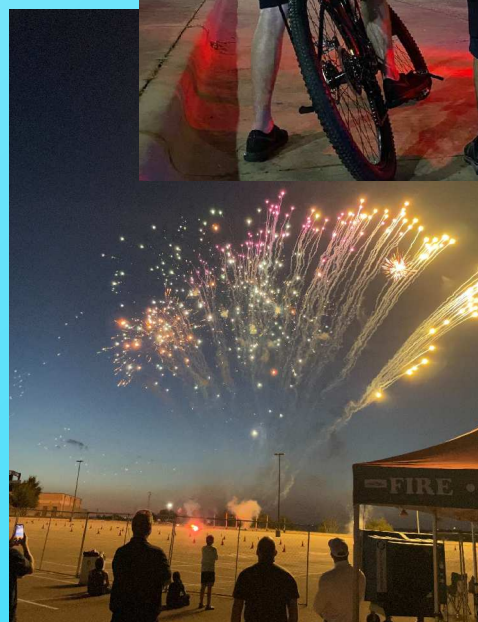
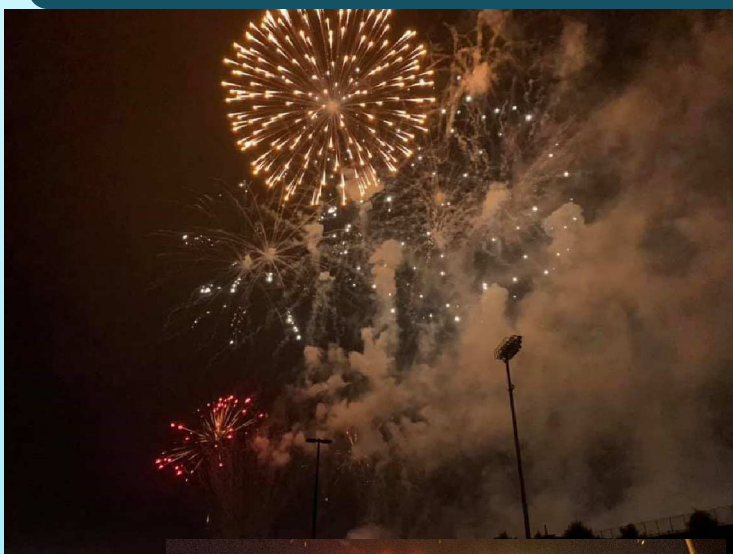
# Youth Citizens Police Academy





# Community Programs

## 4th of July Celebration





# Community Programs

# Manor Night at the Park





# Community Programs

# Other Events

- Attending HOA meetings
- Black History Luncheon
- Small Business Robbery Training
- Elderly Scam Prevention Training
- Walking with Hope
- MISD Annual Resource Fair
- Manor Senior High Vendor Fair
- Sam Houston State University Job Fair
- Whole Child Mental Health Symposium
- Coffee with a Cop
- Trunk or Treat
- Veterans Day Ceremony
- Brown Santa
- Adopt a Family Christmas





# 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 \$11,966**

**DOJ Vest \$5,176**

**STEP CIOT \$3,500**

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## 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		
		6,083
		<b>6,083</b>

02. Location of Stop		
	0.77%	47
CITY STREET	36.43%	2,216
COUNTY ROAD	2.93%	178
PRIVATE PROPERTY OR OTHER	0.72%	44
STATE HIGHWAY	0.72%	44
US HIGHWAY	58.43%	3,554
<b>Total</b>	<b>100.00%</b>	<b>6,083</b>

03. Was Race Known Prior to Stop?		
N	99.51%	6,053
Y	0.49%	30
<b>Total</b>	<b>100.00%</b>	<b>6,083</b>

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	0.61%	37
ASIAN/PACIFIC ISLANDER	2.81%	171
BLACK	22.37%	1,361
HISPANIC/LATINO	41.21%	2,507
WHITE	32.98%	2,007
<b>Total</b>	<b>100.00%</b>	<b>6,083</b>

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.27%	5
	ASIAN/PACIFIC ISLANDER	2.70%	50

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

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05. Gender			
FEMALE	BLACK	24.49%	453
	HISPANIC/LATINO	37.14%	687
	WHITE	35.41%	655
		<b>100.00%</b>	<b>1,850</b>
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.76%	32
	ASIAN/PACIFIC ISLANDER	2.86%	121
	BLACK	21.45%	908
	HISPANIC/LATINO	43.00%	1,820
	WHITE	31.94%	1,352
		<b>100.00%</b>	<b>4,233</b>
<b>Total</b>			<b>6,083</b>

06. Reason for Stop?			
	BLACK	29.79%	14
	HISPANIC/LATINO	31.91%	15
	WHITE	38.30%	18
		<b>100.00%</b>	<b>47</b>
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.85%	26
	ASIAN/PACIFIC ISLANDER	3.84%	117
	BLACK	22.32%	680
	HISPANIC/LATINO	40.01%	1,219
	WHITE	32.98%	1,005
		<b>100.00%</b>	<b>3,047</b>
PRE EXISTING KNOWLEDGE	ALASKA NATIVE/AMERICAN INDIAN	1.22%	1
	ASIAN/PACIFIC ISLANDER	2.44%	2
	BLACK	13.41%	11

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## Texas TCOLE SB1187 Racial Profiling Report (2022)

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06. Reason for Stop?			
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	56.10%	46
	WHITE	26.83%	22
		<b>100.00%</b>	<b>82</b>
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.36%	10
	ASIAN/PACIFIC ISLANDER	1.78%	50
	BLACK	22.84%	642
	HISPANIC/LATINO	42.05%	1,182
	WHITE	32.98%	927
		<b>100.00%</b>	<b>2,811</b>
VIOLATION OF LAW	ASIAN/PACIFIC ISLANDER	2.08%	2
	BLACK	14.58%	14
	HISPANIC/LATINO	46.88%	45
	WHITE	36.46%	35
		<b>100.00%</b>	<b>96</b>
<b>Total</b>			<b>6,083</b>

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.64%	37
	ASIAN/PACIFIC ISLANDER	2.91%	169
	BLACK	22.17%	1,287
	HISPANIC/LATINO	41.32%	2,398
	WHITE	32.96%	1,913
		<b>100.00%</b>	<b>5,804</b>
Y	ASIAN/PACIFIC ISLANDER	0.72%	2
	BLACK	26.52%	74
	HISPANIC/LATINO	39.07%	109



# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## Texas TCOLE SB1187 Racial Profiling Report (2022)

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07. Was a Search Conducted?			
Y	WHITE	33.69%	94
		<b>100.00%</b>	<b>279</b>
<b>Total</b>			<b>6,083</b>
08. Reason for Search?			
CONSENT	BLACK	27.78%	5
	HISPANIC/LATINO	27.78%	5
	WHITE	44.44%	8
		<b>100.00%</b>	<b>18</b>
CONTRABAND IN PLAIN VIEW	BLACK	17.39%	4
	HISPANIC/LATINO	52.17%	12
	WHITE	30.43%	7
		<b>100.00%</b>	<b>23</b>
INCIDENT TO ARREST	BLACK	10.42%	5
	HISPANIC/LATINO	31.25%	15
	WHITE	58.33%	28
		<b>100.00%</b>	<b>48</b>
INVENTORY	ASIAN/PACIFIC ISLANDER	1.33%	1
	BLACK	18.67%	14
	HISPANIC/LATINO	45.33%	34
	WHITE	34.67%	26
		<b>100.00%</b>	<b>75</b>
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.64%	37
	ASIAN/PACIFIC ISLANDER	2.91%	169
	BLACK	22.17%	1,287
	HISPANIC/LATINO	41.32%	2,398
	WHITE	32.96%	1,913

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## Texas TCOLE SB1187 Racial Profiling Report (2022)

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08. Reason for Search?			
		100.00%	5,804
PROBABLE CAUSE	ASIAN/PACIFIC ISLANDER	0.87%	1
	BLACK	40.00%	46
	HISPANIC/LATINO	37.39%	43
	WHITE	21.74%	25
		100.00%	115
<b>Total</b>			<b>6,083</b>

09. Was Contraband Discovered?			
N	ASIAN/PACIFIC ISLANDER	0.82%	1
	BLACK	25.41%	31
	HISPANIC/LATINO	34.43%	42
	WHITE	39.34%	48
		100.00%	122
Y	ASIAN/PACIFIC ISLANDER	0.64%	1
	BLACK	27.39%	43
	HISPANIC/LATINO	42.68%	67
	WHITE	29.30%	46
		100.00%	157
<b>Total</b>			<b>279</b>

10. Description of Contraband			
ALCOHOL	BLACK	12.24%	6
	HISPANIC/LATINO	55.10%	27

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## 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.*

10. Description of Contraband			
ALCOHOL	WHITE	32.65%	16
		100.00%	49
CURRENCY	HISPANIC/LATINO	100.00%	2
		100.00%	2
DRUGS	ASIAN/PACIFIC ISLANDER	0.94%	1
	BLACK	33.02%	35
	HISPANIC/LATINO	37.74%	40
	WHITE	28.30%	30
		100.00%	106
OTHER	BLACK	27.27%	3
	HISPANIC/LATINO	54.55%	6
	WHITE	18.18%	2
		100.00%	11
STOLEN PROPERTY	BLACK	33.33%	2
	HISPANIC/LATINO	16.67%	1
	WHITE	50.00%	3
		100.00%	6
WEAPONS	BLACK	33.33%	3
	HISPANIC/LATINO	22.22%	2
	WHITE	44.44%	4
		100.00%	9
<b>Total</b>			<b>183</b>
11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.34%	5
	ASIAN/PACIFIC ISLANDER	1.95%	29
	BLACK	17.04%	253

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## 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	HISPANIC/LATINO	51.92%	771
	WHITE	28.75%	427
		<b>100.00%</b>	<b>1,405</b>
CITATION AND ARREST	BLACK	33.33%	2
	HISPANIC/LATINO	66.67%	4
		<b>100.00%</b>	<b>6</b>
FIELD INTERVIEW	BLACK	29.79%	14
	HISPANIC/LATINO	31.91%	15
	WHITE	38.30%	18
		<b>100.00%</b>	<b>47</b>
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.73%	32
	ASIAN/PACIFIC ISLANDER	3.22%	142
	BLACK	24.31%	1,071
	HISPANIC/LATINO	37.71%	1,661
	WHITE	34.03%	1,499
		<b>100.00%</b>	<b>4,405</b>
WRITTEN WARNING AND ARREST	BLACK	15.00%	21
	HISPANIC/LATINO	40.00%	56
	WHITE	45.00%	63
		<b>100.00%</b>	<b>140</b>
<b>Total</b>			<b>6,083</b>
12. Arrest Based On			
OUTSTANDING WARRANT	BLACK	16.00%	4
	HISPANIC/LATINO	48.00%	12
	WHITE	36.00%	9
		<b>100.00%</b>	<b>25</b>

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

## 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.*

12. Arrest Based On			
VIOLATION OF PENAL CODE	BLACK	15.70%	19
	HISPANIC/LATINO	39.67%	48
	WHITE	44.63%	54
		<b>100.00%</b>	<b>121</b>
<b>Total</b>			<b>146</b>

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.61%	37
	ASIAN/PACIFIC ISLANDER	2.81%	171
	BLACK	22.37%	1,360
	HISPANIC/LATINO	41.22%	2,506
	WHITE	32.98%	2,005
		<b>100.00%</b>	<b>6,079</b>
Y	BLACK	25.00%	1
	HISPANIC/LATINO	25.00%	1
	WHITE	50.00%	2
		<b>100.00%</b>	<b>4</b>
<b>Total</b>			<b>6,083</b>

Was Arrest Due to Contraband Found?			
N	BLACK	13.01%	16
	HISPANIC/LATINO	43.09%	53
	WHITE	43.90%	54
		<b>100.00%</b>	<b>123</b>
Y	BLACK	30.43%	7
	HISPANIC/LATINO	30.43%	7
	WHITE	39.13%	9
		<b>100.00%</b>	<b>23</b>

# MPD Racial Profiling Report

Manor, TX PD

Jan 1, 2022 - Dec 31, 2022

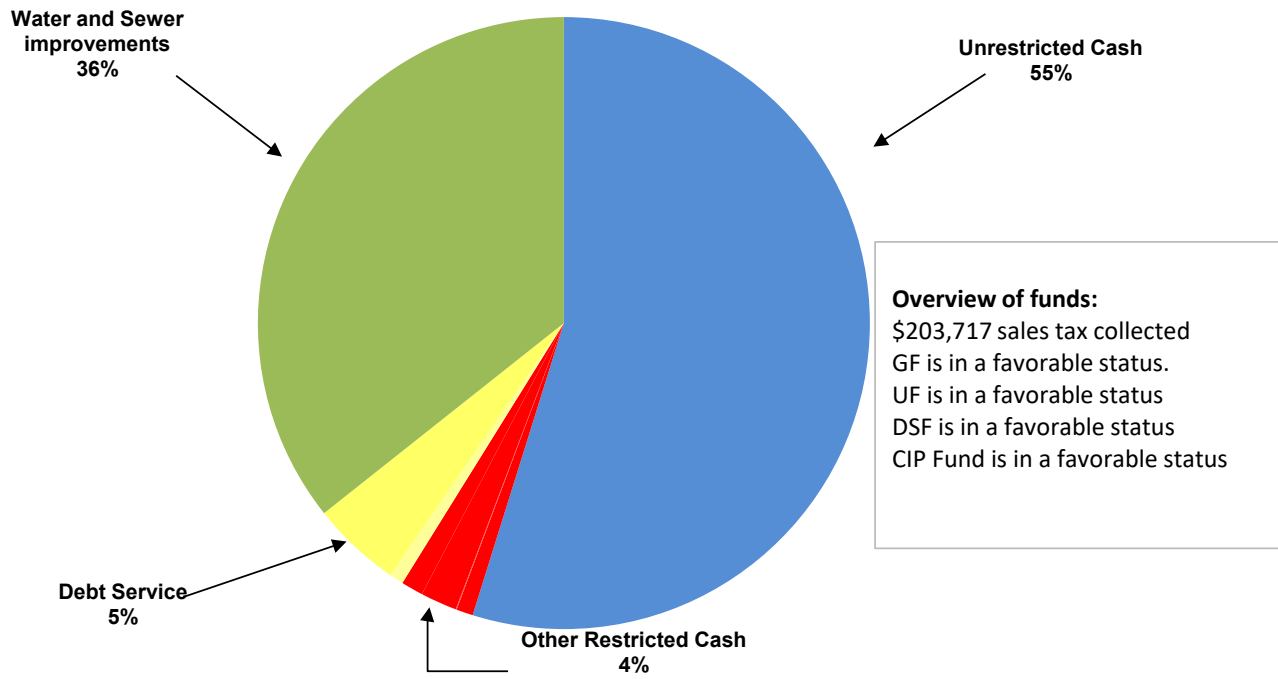
## Texas TCOLE SB1187 Racial Profiling Report (2022)

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

Was Arrest Due to Contraband Found?		
Total		146

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of MARCH, 2023**

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	25,136,531	12,731,426				37,867,958
Restricted:						
<b>Tourism</b>				608,921		608,921
<b>Court security and technology</b>	33,888					33,888
<b>Rose Hill PID</b>				1,330,594		1,330,594
<b>Customer Deposits</b>		811,369				811,369
<b>Park</b>	513,526					513,526
<b>Debt service</b>			3,272,602			3,272,602
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>				8,750,118	15,887,312	24,637,430
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 25,683,945</b>	<b>\$ 13,542,796</b>	<b>\$ 3,272,602</b>	<b>\$ 10,689,633</b>	<b>\$ 15,887,312</b>	<b>\$ 69,076,287</b>





# Travis County Emergency Services District No.12

Item 12.

## 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 – March 2023

### Calls - Month

2023 - 406  
 2022 - 326  
 2021 - 310

### Calls by Unit

Eng1201 - 123    SQ1201 - 167  
 Eng1202 - 123    Eng1203 - 151  
 Bat1201 - 35    FMO1201 – 6,  
 172 call reviews

### Calls - CYTD

2023 - 1250  
 2022 - 1128  
 2021 - 1109

### AVG Response Time - Month

8 min, 30 sec

### AVG Response Time - CYTD

8 min, 43 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	2	2	20	14
Bastrop Co. ESDs	0	0	0	0
BT1/ESD 13	0	0	0	0
Elgin VFD	0	1	1	2
TC ESD 2	6	17	33	46
TC ESD 11	5	0	18	0
TC ESD 9/6/3	0	0	15	0
WILCO Dept's	0	0	6	6
-----	-----	-----	-----	-----
<b>TOTAL</b>	<b>13</b>	<b>20</b>	<b>93</b>	<b>68</b>

### Incident by Type

100 Fire.....	79	200 Rupture/Explosion...	0	300 EMS/Rescue	274
400 Hazardous Condition.	15	500 Service Call.....	18	600 Good Intent.	9
700 False Calls.....	11	900 Other.....	0	800 Nat. Disaster	0

### Training and Events

- Front Line Mobile Health
- DCPE Education Hour Training
- DCPE 2<sup>nd</sup> Quarter training MCI/Triage
- Career Day Manor Elem. Early Learning
- Career Day Manor Senior High
- Manor Baseball @ Excel 1<sup>st</sup> pitch
- Gilbert Elem. Family Fun Night

### Awards and Recognition

- LT Kaucher 16yrs.
- LT Burch 8yrs.
- Insp. Ford 5yrs.
- FE Muston, FF R. Rhea 3yrs.
- LT Speir, FE Johnson, FF Meza 2yrs.





# Travis County Emergency Services District No.12

Item 12.

## 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 – March 2023

### Prevention Division Activities (ESD/CoM)

Builder   Developer Mtgs.....	3 (2/1)	Site Visits.....	68
Reviews.....	54 (31/23)	Initial Inspections .....	65 (25/40)
Under Review.....	4 (3/1)	Reinspection.....	10 (2/8)
Re-submittals.....	27 (12/15)	Residential Inspections.....	12
Approvals / Permits Issued.....	25 (10/15)	Investigation Responses.....	12 (8/4)
Awaiting Response from Applicant.....	10 (7/3)	Hydrant Inspections/Tests.....	6
Review Turn-Around (AVG last 30 days)	5 days		

###



# MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: April 19, 2023

RE: **March 10 to April 14 Economic Development Department activity**

- 
- Attended ARC/Opportunity Austin lunch with Governor Abbott at Hotel ZaZa in Austin for “State of the State” address.
  - Developed 4 planned city infrastructure Grant Project Requests and input to US Representative Greg Casar’s website 3/15.
  - Attended Legislative Webinar #2.
  - Investigating Hubspot initialization and training with IT Dept.; requested IT Dept. update.
  - Still pursuing legal update of DA and Chapter 380 Agreement from Manor City Attorney after input from Greenview Development.
  - Pursuing RFP with branding consultant Buie & Co.; property searches.
  - Status follow-up with Project List prospects; MS Teams meeting with Church’s Chicken site selection team; Zoom with Hanwha incentives team June Lee and Dave Jung, Home Depot incentives team Sarah Marich et al.
  - 109 N. Lexington at Boyce **380 Agreement approved**; groundbreaking ceremony.
  - 262 acre Drayer tract **closed sale** to Han’s Laser Technology for future EV battery manufacturing plant; planning future press release and joint planning/project meetings.
  - Hill Ln. temporary paving completed and Whole Foods Cold Storage facility planned move-in/opening end of April.
  - Met with 107 W. Boyce St. developer Yungi Jung on EIA data sheet, Elmer Fisher & associates on land development southeast off Littig, HBPO from Germany (plastic omnium modules), OnMed doc-in-box concept, US Lumber Brokers, YourHomeAway Vacation Rentals, Abacus Children’s Academy.
  - Special Council Meeting with Bickerstaff’s counsel Gregory Miller, he **established PFC** and discussed parameters for affordability;
  - Attended 2 Regular Council Meetings; 1 Called Special Session; 4 staff meetings.
  - Attended Zoom meeting on Manor sanitary sewer main discussion, one Small Business Focus Group Zoom, one Small Business Coffee w/SBDC
  - Met Greenview on Manor Commons Phase 3 twice; resolved issues.
  - Held staff Manor Apartments Discussion with Gregory Miller; held staff daycare discussion with Abacus Children’s Academy.
  - Attended SB 1419 Hearing @ State Capitol 4/5 to witness & testify; attended HB5 Hearing @ State Capitol 4/10 to witness & report.

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

**March 1-31, 2023**

Description	Projects	Valuation	Fees	Detail
Certificate of Occupancy	2	\$0.00	\$421.00	
Commercial Driveway/Parking	1	\$1,000.00	\$299.25	
Commercial Electrical	1	\$2,000.00	\$247.00	
Commercial Remodel/Repair	1	\$3,000.00	\$252.00	
Commercial Sign	3	\$20,265.00	\$606.00	
Commercial Tenant Finish-Out	1	\$0.00	\$1,469.95	
Residential Accessory	2	\$3,300.00	\$214.00	
Residential Deck/Patio	1	\$5,500.00	\$169.00	
Residential Electrical	10	\$264,532.27	\$1,070.00	
Residential Foundation Repair	5	\$19,770.00	\$485.00	
Residential Irrigation	69	\$361,842.40	\$9,163.20	
Residential Mechanical-HVAC	4	\$40,938.00	\$428.00	
Residential New	83	\$54,325,960.60	\$434,218.40	
Residential Plumbing	5	\$2,000.00	\$535.00	
<b>Totals</b>	<b>188</b>	<b>\$55,050,108.27</b>	<b>\$449,577.80</b>	

Total Certificate of Occupancies Issued: 53

Total Inspections(Comm & Res): 1,731

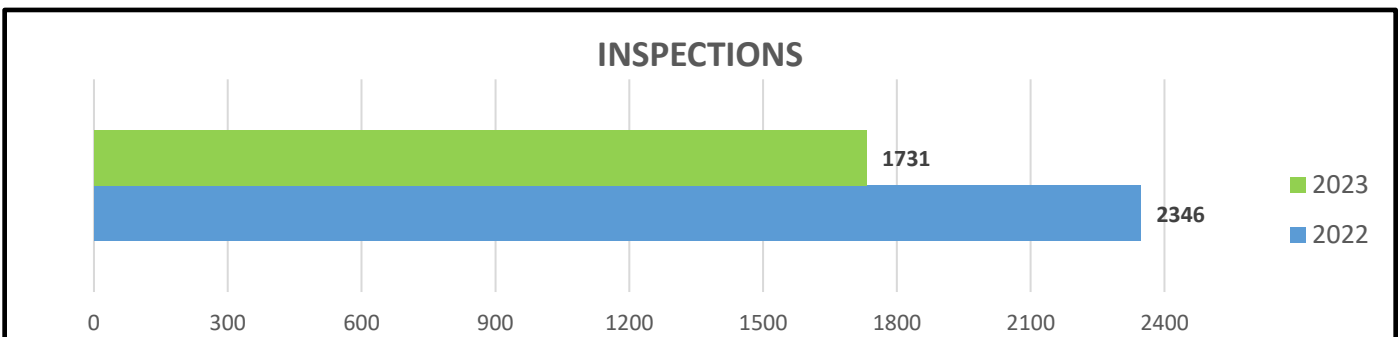
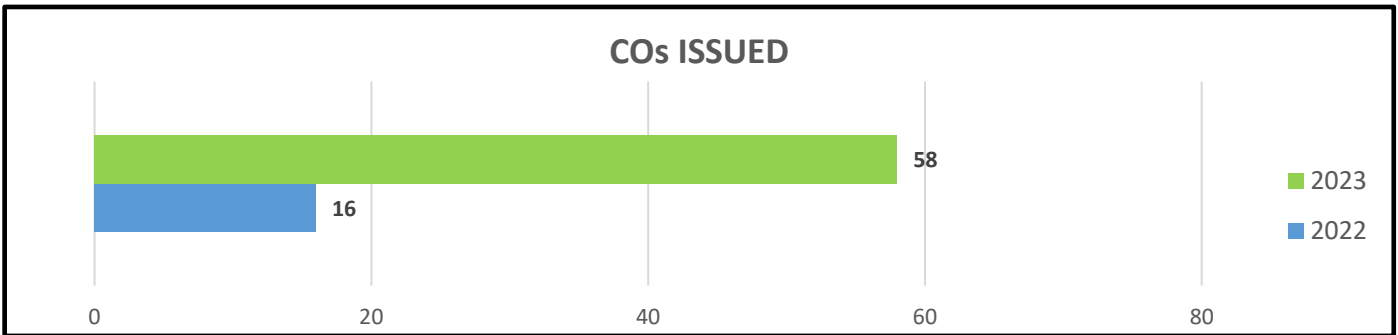
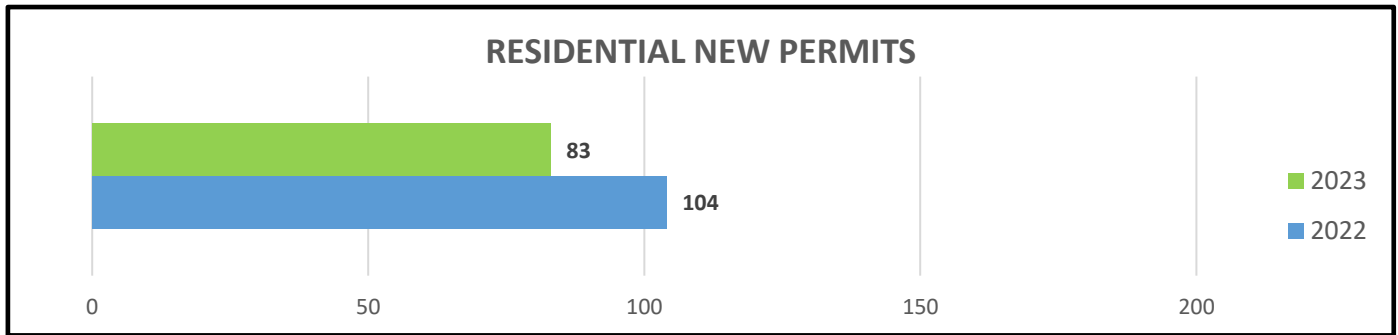
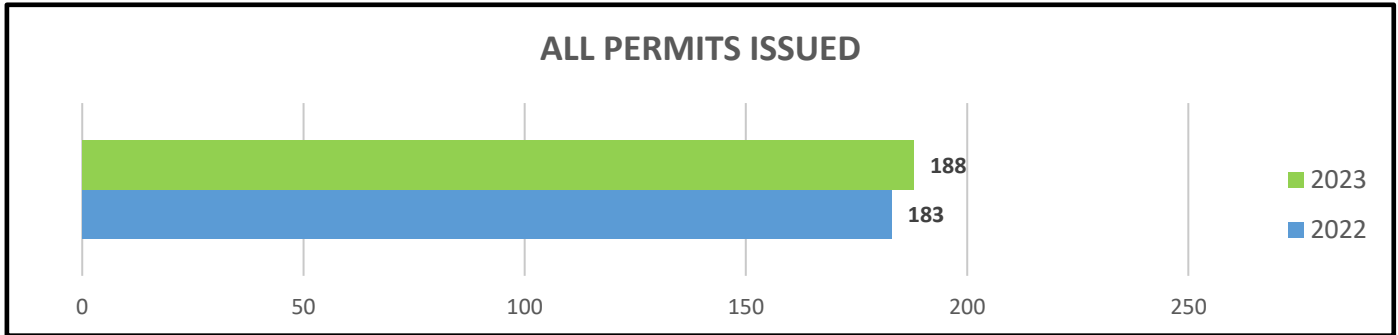
*Scott Dunlop, Development Services Director*





# March 2023

DEPARTMENT OF DEVELOPMENT SERVICES  
SCOTT DUNLOP, DIRECTOR



\*Charts displayed at different scales



# MEMO

To: Mayor and City Council Members  
 From: Debbie Charbonneau, Heritage & Tourism Manager  
 Date: April 19, 2023  
 RE: **March & April**

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## COMMUNITY MEETINGS

- Chamber of Commerce Board Meeting – Monday, March 6, 2023
- Chamber of Commerce Board Meeting – Monday, April 10, 2023
- Chamber of Commerce March Monthly Membership Meeting – Thursday, March 9, 2023
- Chamber of Commerce April Monthly Membership Meeting – Thursday, April 10, 2023
- City Council Meeting – Wednesday, March 15, 2023
- City Council Meeting – Wednesday, April 19, 2023
- Staff Meeting – Tuesday, March 7, 2023
- Staff Meeting – Tuesday, March 21, 2023
- Staff Meeting – Tuesday, March 28, 2023
- Staff Meeting – Tuesday, April 4, 2023
- Juneteenth Meeting – Monday, March 6, 2023
- Juneteenth Meeting – Wednesday, April 12, 2023
- Austin Business Journal Summit Meeting – Wednesday, March 15, 2023

## BUSINESS CONTACTS/VISITS

I made 32 business contacts/visits for the months of March & April 2023.

## EVENTS

### MANOR ARTISANS MARKET – MARCH 19, 2023 & APRIL 16, 2023

The Market will be located at Timmermann Park. Please join them the 3<sup>rd</sup> Sunday of each month and support local artisans from 11:00am – 2:00pm.



# MEMO

## **SMALL BUSINESS COFFEE – MARCH 22, 2023**

I am holding the coffee on Small Business Emergency Preparedness. Deidre Pattillo from the SBDC will present the program. The program includes the following:

### **WOULD YOUR BUSINESS SURVIVE IF:**

- The road to your business closes as result of contraction or bad weather?
- A key supplier/customer goes out of business:
- A key employee gets sick for an extended period of time?

### **WHY PREPARE:**

From workplace disruptions to natural and man-made disasters, as a small business owner, you should be ready for anything. Unexpected events can quickly interrupt your business putting you and your employees at risk. If you are not prepared, your business could shut down forever. This session discusses those areas critical to protecting your business, employees, and the community, as well as resources to develop your own business continuity plan.

## **MANOR COMMUNITY FARMER’S MARKET**

The Market is located at Shadow Glen Club House. Please join them every Wednesday from 4:00pm – 7:00pm and support your local small businesses.

## **CITY OF MANOR EASTER EGG HUNT – SATURDAY, APRIL 1, 2023**

The event was held at Jennie Lane Park, and it was very well attended, even the Easter Bunny.

## **KEEP MANOR BEAUTIFUL SPRING CLEANUP**

We are hosting a Spring Cleanup and invite everyone to join us on Earth Day, Saturday, April 22, 2023, for a cleanup from 9:00am – 12:00pm at Timmermann Park.

## **MANORPALOOZA**



# MEMO

The event is May 5 & 6, 2023 in the downtown Manor Art Park. There are many activities planned for everyone. There will be live music, MLE sausage eating contest, food trucks, carnival, fireworks, vendors and much more. We hope to see you downtown.



# MEMO

## METT (MANOR, ELGIN, TAYLOR TEXAS CHAMBERS OF COMMERCE)

Please join us for the first METT Business Summit focusing on the growth, development, and opportunities for businesses on the 290 & 95 corridor. This event will be jam packed with information. We are thrilled to have this event covered by the Austin Business Journal. We believe their participation in the selection of questions and moderating the panel, will be key in providing everyone with purposeful and intentional conversation for both small and big businesses alike. The speakers are:

Adriana Cruz                      Keynote                      Executive Director of Economic Development & Tourism

Tucker Ferguson, P.E.                      Austin District Engineer for TxDOT

### Panel of Experts:

Abby Mellott                      Moderator                      Market President & Publisher Austin Business Journal

Bryan Bracewell                      Owner                      Southside Market & Barbecue & President, Elgin EDC

Dr. Chris Cervini                      Vice Chancellor for Community and Public Affairs at ACC

Michele Glaze                      Head of Commications & Community Affairs                      Samsung

Brandt Rydell                      Mayor, Taylor                      Assistant General Council for ERCOT

### Your Hosts for the Event are:

Debbie Charbonneau                      President/CEO                      Manor Chamber of Commerce

Veronica Seever                      President/CEO                      Greater Elgin Chamber of Commerce

Tia Stone                      President/CEO                      Greater Taylor Chamber of Commerce

If you would like to attend, please go to the Elgin Chamber of Commerce to register.





# MEMO

## **RETIREMENT**

Through a letter given to City Manager Scott Moore, I informed him about my resignation with the City of Manor, effective May 31, 2023.

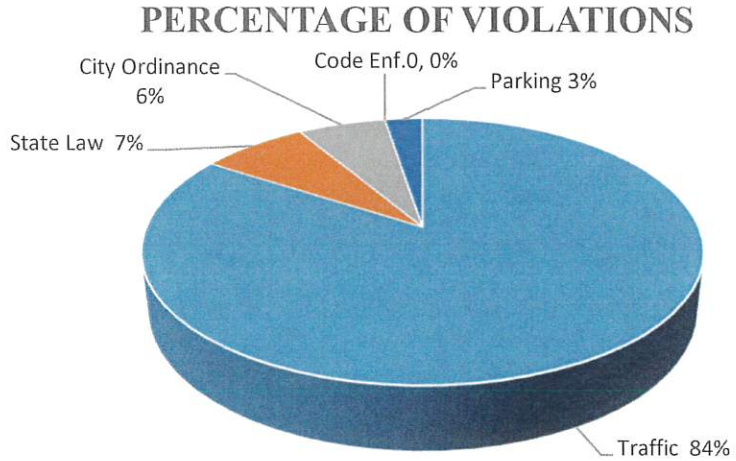
I would also like to take advantages of this situation to express my deepest gratitude to this City and the people that form it for always treating me with the greatest respect. In addition to helping me develop my professional career until the day of my imminent retirement.



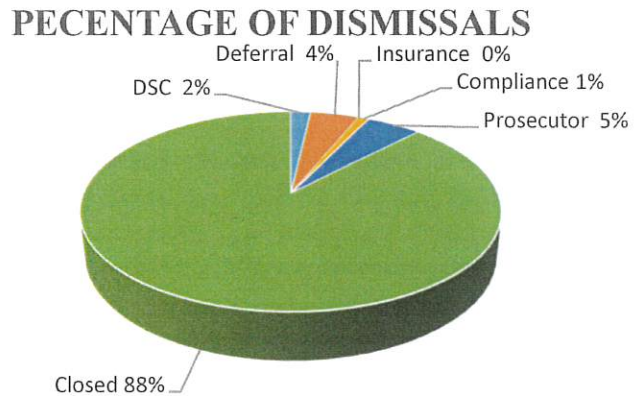
# MEMO

## City of Manor Municipal Court MARCH 2023

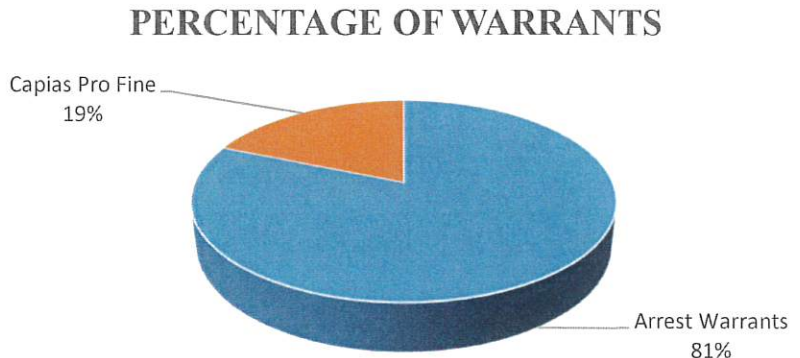
Violations Filed	Mar-23	Mar-22
Traffic	196	305
State Law	17	17
City Ordinance	14	8
Code Enforcement	0	0
Parking	6	2
<b>Total</b>	<b>233</b>	<b>332</b>



Dismissals	Mar-23	Mar-22
DSC	4	7
Deferral	10	12
Insurance	0	4
Compliance	2	2
Prosecutor	11	22
Closed	193	165
<b>Total</b>	<b>220</b>	<b>212</b>



Warrants	Mar-23	Mar-22
Arrest Warrants	52	89
Capias Pro Fine	12	5
<b>Total</b>	<b>64</b>	<b>94</b>



#### Money Collected in March 2023

Kept By City	\$39,602.42
kept By State	\$14,762.46
<b>Total</b>	<b>\$54,364.88</b>

#### Money Collected in March 2022

Kept By City	\$36,320.62
Kept By State	\$17,873.05
<b>Total</b>	<b>\$54,193.67</b>



# MEMO

To: Mayor and City Council Members  
From: Matt Woodard, Director of Public Works  
Date: April 10, 2023  
RE: **March Monthly Report**

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## Public Works Department

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

In March, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city's 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 March, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily and the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

### *Water Production & Purchase*

In March, 15% of the water we supplied to our residents was from our wells, and purchased 85 % from EPCOR and Manville WSC.

### *Population*

City of Manor- 19,835

Shadowglen- 7,266

CITY OF MANOR  
CAPITAL PROJECT STATUS REPORT  
PUBLIC WORKS DEPARTMENT  
March 29<sup>th</sup>, 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	The contractor is working on the remaining punch list items for WWCS and LS.	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12" gravity wastewater main	City legal issued a request to the contractor for a mitigation proposal to be submitted for review. Proposed mitigation included costs that the contractor wanted City to cover. Waiting on City Legal to determine the next steps.	99%
CIP W-15 FM973 WL 14757 - SOW No. 2	12" Water Line from downtown to Manor Commons area	Change order will go before Council at April 5 meeting.	99%
Pavement Management Program 14843 - SOW No. 3	Pavement Assessment and Management Program	GBA has completed driving the roads. Cassie doing QAQC and preliminary report. 80/20 forecast will be conducted. Pauline will provide Matt with a rolling 5-year list for future repairs once the data is analyzed and street rankings are updated.	Reviewing field data
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	The easement has been purchased. R Construction is challenging the pump and haul invoices. A meeting with the contractor has been scheduled on 3/28.	Construction Phase
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Conducting an amendment for additional design and analysis. Analysis of the alternate routes is in progress, conducting an	Construction Documents

		internal review of the design memo and OPC.	
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	Waiting on SCADA information. Shadow Glen Golf Course Easement was approved at the 3/15/23 Council Meeting.	Working on Construction documents.
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	Conducted a meeting with City Staff to go over the proposed layout. Working on internal review from the redlines. Alignment is being adjusted per information provided by Manville WSC. Easement documents are currently being prepared.	Preliminary Engineering
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	The project was awarded on February 15, 2023. Construction Documents are being processed and reviewing submittals. Received the first submittal. Conducted Precon 3/14 onsite, reach out for signed NTP and PG genset quote.	Under construction.
FY 2021 Paving Improvements Project 15125 - SOW No. 11	Capital Metro GBA and City-Funded paving improvements	Change order going before Council at April 5 meeting. Duett driveway cut is being coordinated.	Close to pro`
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Adjusting MH to be below 20' and verified capacity analysis for future growth. Plan & memo under internal review, before City review. Verifying LUEs, alignments, and permits. Verifying easements.	Preliminary Engineering
Cottonwood Creek WWTP Phase II Expansion 15130 - SOW No. 9	Developer-funded expansion of the plant	Finish preliminary design. <u>Tentative schedule:</u> 60% plans – 4/5/23 95% plans – 5/15/23 Bid documents – 6/15/23	Working on Construction Documents

Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	All grant-required preliminary engineering is complete. Grant Admin. waiting on the executed purchase agreement for the plant site to submit an application package.	Design Phase Engineering
210 Reuse Authorization Application 15284 - SOW No. 17	Application for reclaimed water authorization for the Cottonwood Creek WWTP as part of the Lease/Purchase Contract	Application amended to include additional uses, per City Staff request. Received TCEQ's comments. Email submittal went out Friday, hard copy was mailed via USPS today, 2/22/2023. GBA received a draft authorization letter, in the process of reviewing it.	Application Submitted, Under Review
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Contract approved at September 7 Council Meeting.  Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	In progress: Future flow projections Data Collection & Existing Conditions Summary  Upcoming: Model setup	Study Phase
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	The water model is set up, working on scenarios and future growth. Will set up a meeting with the city to review SCADA data and compare results and show the model. Gathered all fire flow data to calibrate the water model.	Study Phase
2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	At the last meeting, the focus was on roadway impact fees. At the next meeting Water and Wastewater fees will be looked at as well as updates to the proposed service area map for the roadway impact fee.	The next meeting is on April 12, 2023
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Preliminary layout complete. On hold until DA with developer gets worked out.	Preliminary engineering.

2023 Sanitary Sewer Evaluation Study 15333 - SOW No. 22	Contract approved at September 7 Council Meeting.	A draft report has been submitted and a review meeting has been scheduled for April 6 <sup>th</sup> . CCTV and 360-degree manhole videos are being copied to a flash drive and will be sent over.	Study Phase
FY2022 Bond-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 waterline alignment	Working on the preliminary layout for FM 973 (north) Waterline. Right of Entry documents are being worked on in order to survey to take place.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	Sent out an application package to the city for review on 1/26/2023. Check sent out to TCEQ on 1/26/2023. Waiting for the lab results for the permit application.	
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Contracts were awarded on 3/15/23 and working on the preliminary design	Preliminary Design
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Contracts were awarded on 3/15/23 and working on the preliminary design	Preliminary Design



## Streets and Parks Monthly Report March 2023

### *Streets/Parks Maintenance*

Pothole repairs on S. San Marcos St, E. Carrie Manor St, S. Bastrop St, Lexington St, N. Burnet St, E. Boyce St, N. Bastrop St, E. Wheeler, E. Burton, and E. Boyce St.

Repaired stop signs at E. Lane Ave., S. Bastrop St, E. Rector, N. Burnet St, E. Parsons St, San Marcos St, Wedding Dr, Carillon Way, FM 973, and Llano St.

Repaired "No Trucks" sign on Llano St.

Removed and disposed seventy-four tires from City of Manor nature trails in Shadowglen. The tires were taken to Duett's Tire for disposal.

Replaced dead end barricades on both sides of E. Browning St and Samaripa St.

Crack sealing streets on Canopy Ln, Maxa Dr, Greenbury Dr, Mavie Ln, Marie Ln, Mizzen St, Skysail Dr, Gallant St.

New chipper training for parks/streets staff.

Weekly table setups and take downs at city hall as requested.

Cut and chipped tree debris at 973 across DQ.

Planted fifty donated trees in Bell Farms Park.

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

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly Park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residence.

Scheduled weekly Park rounds at park facilities completed.

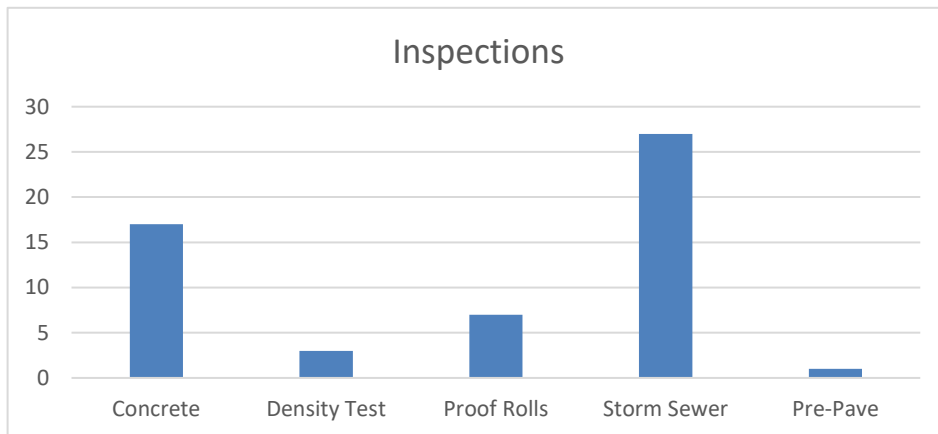
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle and equipment checks and maintenance.

MS4 Storm drain inspections monitored New/Construction under warranty

777 inspections in the month of March.

2 MS4 reports submitted this month as required by TCEQ.



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

Presidential Heights Phase 6 – Homes are being built.

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

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

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

Stonewater North Phase 2- 2 years walkthrough has been done, contractor in process of repair. April 2021 still waiting.

Manor Heights- Phase I Sec. 2 – Homes are being built.

Manor Heights Phase 1 Sec 1- 2-year walkthrough has been done.

Manor Heights- Phase I Sec. 2- 1 year walkthrough has been done.

Manor Heights- Phase II Sec. 1- Homes are being built, 1B & 2B Contractor in 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- Homes are being built.

LA Mexicana- In the process of development.

North Forest Office Building- Building process.

Manor New Tech- Building 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- Waiting to build houses and five walkthroughs has been completed.

Lagos Phase 2- Homes are being built.

Shadowglen Phase 2 Sec 22 & 23- A 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- Development process.

Presidential Glen Commercial WW- In the development process.

## WATER/WASTEWATER MONTHLY REPORT MARCH

<b>WASTEWATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	16
MANHOLES REPAIRED	0
SEWER BACKUPS	2
NUMBER OF LINES FILMED	0
TAPS	0
LINES REPAIRED	0
LINES LOCATED	6
LINES CLEANED	0
MANHOLES CLEANED	0
CLEANOUTS REPAIRED	4
<b>WATER</b>	<b>TASK COMPLETED</b>
SERVICE CALLS	96
WATER LEAKS SERVICE LEAKS	2
CUSTOMER LEAKS	14
WATER MAIN REPAIRS	2
NEW SERVICE TAPS	0
HYDRANT MAINTENANCE	1
HYDRANT FLUSHED	40
HYDRANT REPAIR/REPLACED	0
ISOLATION VALVE MAINTENANCE	0
ANGLE STOPS REPLACED	1
LINES LOCATED	6
MANVILLE BROWN WATER	0
BROWN WATER	2
WATER PRESSURE/ FROZEN CUSTOMER PIPES	1
WATER TURN ON/OFF	14
BAC T SAMPLES	10
METER BOX	1

<b>INSPECTIONS WATER/ WASTEWATER</b>	<b>TASK COMPLETED</b>
SITES INSPECTED	165
MANHOLES INSPECTED	5
WASTEWATER LINES	8/1,800FEET
MANDRELS	5/915 FEET
WATER PRESSURE TESTED	13,300 FEET
CONSTRUCTION METER DISCONNECT	1
CONSTRUCTION BAC T/FLUSHING	4/68,200GAL
INSPECTED WATER TAPS	1
INSPECTED SEWER TAPS	1
WALK THROUGH	1
FLOW TEST	2

## CEMENTERY MONTHLY REPORT MARCH 2023

March 6, 2023- Met with Mary Glass looking for her cousin, Annie Gardner's grave site for headstone placement. The headstone will arrive on or approximately April 10.

March 7, 2023 - Surveyed and looked over the cemetery.

March 9, 2023 – Met the cemetery crew on applying dirt to three gravesites. The crew also assisted me with lifting a headstone that had fallen over.

March 11, 2023 – Cremation Burial for Linda S. Hancock's uncle.

March 13, 2023 - Surveyed and looked over the cemetery.

March 16, 2023 – Met with the Rodriguez family for cremation services of parents scheduled on March 18<sup>th</sup>.

March 20, 2023 - Surveyed and looked over the cemetery.

March 24, 2023 - Surveyed and looked over the cemetery.

March 27, 2023 - Surveyed and looked over the cemetery.



# MEMO

To: Mayor and City Council Members  
From: Tracey Vasquez, Human Resources Director  
Meeting Date: April 19, 2023  
RE: March 2023

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**Meetings and Events:**

*Manorpalooza Logistics*  
March 29, 2023

*HR Workshop Roundtable Meeting*  
March 9, 2023  
March 23, 2023

*Staff Meetings*  
March 7, 2023  
March 21, 2023  
March 28, 2023

*City Council Meetings*  
March 15, 2023

**March 2023**

- Met with the McGrath HR Group and Mr. Moore regarding the City of Manor’s on-going compensation study on March 1, March 2, and March 21, 2023, for further information needed as discussions of draft to completion dates are ending.
- March 3, 2023, training Human Resource Specialist on the structure of on boarding- new hire Animal Control, Matthew Foley.
- March 8, 2023, attended Career Day at Manor Elementary School.
- March 8, 2023, attended Marketing Strategy Meeting with senior staff regarding branding of the City.



# MEMO

- March 9, 2023, attended Manor Senior High School's Student Career Fair with our Public Works team. Very successful in getting the City opportunities out to our graduating Seniors.
- March 13, 2023, Interview qualified candidate for Parks Crew position.
- March 13, 2023, meeting with ClearGov regarding Budget and Personnel software.
- Attended Pflugerville ISD Career & Technical Education Trades Academy luncheon on March 20, 2023, to enhance the City's partnerships with outside resources and future options for the young adults in the Manor Community. The program is available to surrounding communities as a summer project.
- Retiree meetings.
- March 22, 2023, Small Business Coffee with speaker, Deidre Pattillo on Workplace Disruptions.
- March 25, 2023, met with Cuellar and Associates on possible financial and medical options for the City.
- March 28, 2023, Laserfiche and Manage Cloud meeting with City Secretary and IT for possible records management options.
- Continuing to update and revamp new policy manual for proposal.
- Day to day operations of the Human Resources department regarding 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: April 19, 2023

RE: **March Monthly Report**

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The following are accomplishments from the month of December

1. Moving forward with Active Directory cleanup.
2. Challenges continue with support from Spectrum.
3. Evaluation move to AT&T for Internet, phones and cellular. Lawyers have reviewed.
4. Will deploy Apple AirTags to city council to be put in their back packs so we can track devices if lost or stolen and more easily secure them.
5. Replacing WiFi Access points at City Hall, PD and Public Works to bring modernization and stability to the WiFi for city employees. Awaiting delivery.
6. Implemented Mobile Device Management for all city devices. All City iPhones and iPads are now in the system.
7. Training.
8. Took on Video recording and archiving.





# MEMO

To: Mayor and City Council Members  
 From: Lluvia T. Almaraz, City Secretary  
 Date: March 15, 2023  
 Re: **March 2023**

## City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	January	February	March
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	4	5	3
Council Minutes	Minutes recorded, prepared, approved, archived	4	5	3
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	0	6	4
Resolutions	Resolutions written & processed	0	3	5
Proclamations/Recognitions	Proclamations & Recognitions, written & presented	0	2	2
Bids	Bids advertised, received, tabulated, awarded, recorded	1	0	0
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	4	0	0
Contracts & Agreements	Contracts & Agreements approved & executed	2	1	14
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64	32	47

### COUNCIL MEETINGS

- Council Regular Meetings March 1<sup>st</sup> and March 15<sup>th</sup>
- Special Meeting – March 20<sup>th</sup>

### TRAINING/OTHER MEETINGS

- Staff Meetings – March 7<sup>th</sup> and 28<sup>th</sup>
- TML Region 10 – Officer meeting – March 16<sup>th</sup>
- Small Business Coffee – March 22<sup>nd</sup>
- TMCCP Transcript Webinar Training – March 24<sup>th</sup>
- Laserfiche Meeting – March 28<sup>th</sup>
- Iron Mountain Shred & Reporting Webinar Training – March 29<sup>th</sup>
- Capital Chapter Meeting – March 31<sup>st</sup>



# MEMO

## **SPECIAL EVENTS**

- Manor Police Awards Banquet – March 10<sup>th</sup>

## **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:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Stormwater Drainage Fee Program.

**BACKGROUND/SUMMARY:**

This program was presented for discussion to the City Council on March 1, 2023. Staff had asked the Council 1 – if the fee program should move to final approval and implementation, and 2 – if the Council wanted to gather more information on capital projects before moving to approval and implementation. Discussion was held that the current rate of \$6.50/month could be too high and lower rates should be evaluated. The need to gather more detailed cost information on capital projects would be determined later if a lower fee structure acceptable to the Council could be presented. Lower rates have been presented in a workshop preceding this City Council meeting and what services those rates provide so staff is now seeking direction on how the Council would like to proceed with this fee, if at all.

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

- Presentation

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council discuss and provide direction to staff on the Stormwater Drainage Fee Program.

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



# City of Manor

## Stormwater Utility Feasibility Study

April 19, 2023

# City's obligations for funding drainage system



- Compliance with water quality permit issued by TCEQ
- Preventative and proactive maintenance and repair of aging infrastructure
  - › Maintaining a safe environment for current residents and anticipated future development

# City's Current Stormwater Program

- Stormwater management performed by Streets Department and contracted engineering firm.
- Funded by general fund, through the Streets Department budget
- Performs services to fulfill obligations under NPDES Phase II MS4 permit issued by TCEQ, including public outreach, site inspections and permit reviews.
- Maintains drainage system infrastructure on City property and ROW, including storm sewers, roadside drainage and streets.

# Future Program- proposed enhancements

## Short Term

- Enhanced preventative and proactive maintenance, asset management
- Acquire CMMS to help improve operational efficiency
- Street sweeping program to meet MS4 requirements
- Stormwater Master Plan



## Long Term

- City takes over responsibility of surface drainage, maintenance of all culverts and ditches (3 crew members and equipment (dump truck, gradall, vector trailer)
- Capital projects- street reprofiling to prevent flooding, other projects as identified in SWMP

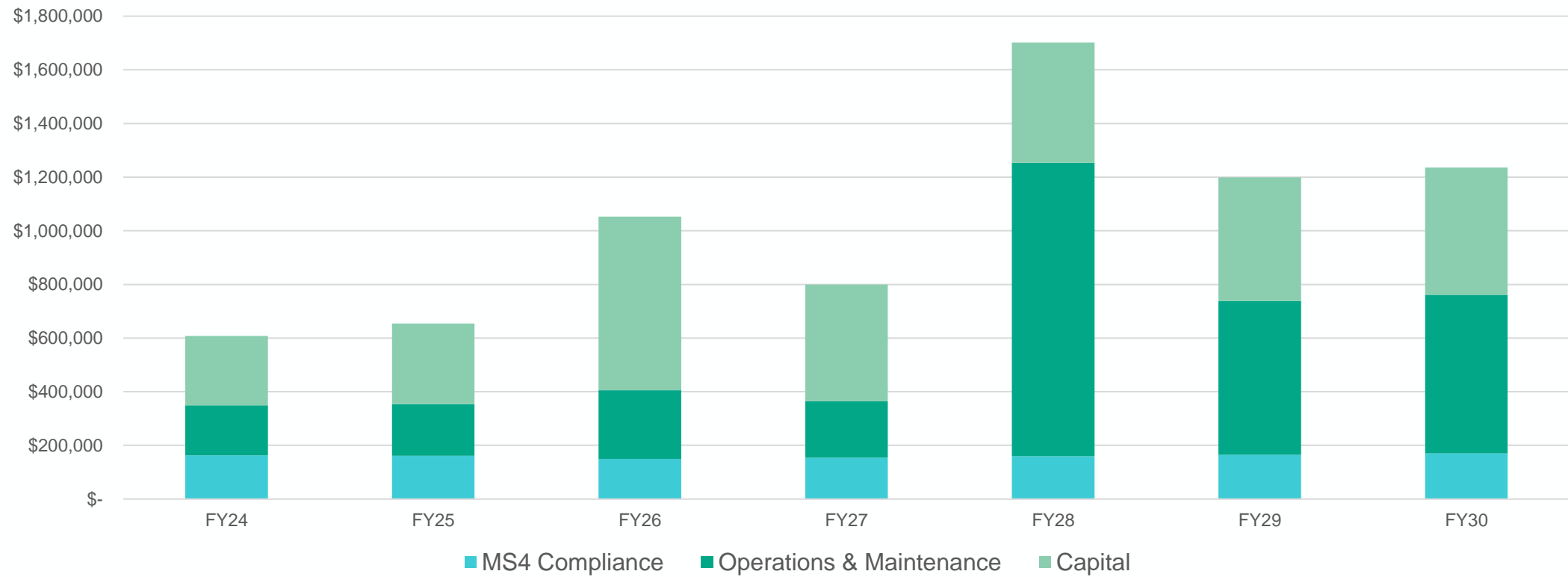
To sufficiently fund a growing program, a fee is a more stable source of revenue than taxes/general fund.

# Fee Funded Program Components – Rate Comparison

FY24 Monthly Rate per ERU		\$2.00	\$3.00	\$6.50
FY24 Appx Revenue		\$210,289	\$315,433	\$683,439
<u>Fee Funded (Est)</u>				
Stormwater Master Plan	\$ 161,461	X	X	X
Support on Capital Planning	\$ 37,132	X	X	X
1 FTE: Inspector	\$ 80,734		X	X
Contracted MS4 Compliance	\$ 32,292			X
Maintenance	\$ 26,910		X	X
Storm Drain Medallions	\$ 6,458	X	X	X
System Mapping	\$ 16,146			X
Street Sweeper	\$ 106,090			X
1 FTE: Street Sweeper Operator	\$ 80,734			X
Maintenance and Repair- Small P	\$ 59,676			X
	\$ 607,634	\$ 205,051	\$ 312,696	\$ 607,634
		Needed from General Fund \$ 397,345	\$ 292,201	



# Stormwater Program Costs



	FY24	FY25	FY26	FY27	FY28	FY29	FY30
	\$ 3.00	\$ 4.00	\$ 5.00	\$ 6.00	\$ 7.50	\$ 8.00	\$ 8.00
<b>FY24 Appx Revenue</b>	<b>\$315,433</b>	<b>\$425,949</b>	<b>\$539,240</b>	<b>\$655,361</b>	<b>\$829,679</b>	<b>\$896,315</b>	<b>\$907,790</b>
Stormwater Master Plan	X						
Support on Capital Planning	X						
1 FTE: Inspector	X	X	X	X	X	X	X
Contracted MS4 Compliance			X	X	X	X	X
Maintenance	X	X	X	X	X	X	X
Storm Drain Medallions	X	X	X	X	X	X	X
System Mapping		X	X				
CMMS purchase and setup			X	X	X	X	X
Street Sweeper			X	X	X	X	X
1 FTE: Street Sweeper Operator			X	X	X	X	X
Maintenance and Repair- Small Projects		X	X	X	X	X	X
2 FTEs: Foreman and Crew Member				X	X	X	X
1 FTE: Add'l Crew Member				X	X	X	X
Dumping Fees for streets and Drainage Cleanup					X	X	X
XL3100 Used Gradall Truck					X	X	X
Fuel and Maintenance					X	X	X
Dump Truck						X	X
Vactor Trailer						X	X
Future Capital Projects							
<b>Needed from General Fund* (capital projects add'l)</b>	<b>\$ 292,201</b>	<b>\$ 9,765</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 513,801</b>	<b>\$ -</b>	<b>\$ -</b>

# Options

## Funding Approach

### Tax/General fund

- SW program competes for funding with other City priorities
- Historically insufficient to fully fund program

### Stormwater fee

- Can generate sufficient revenue to support envisioned program
- Tied to each property's impact on drainage system
- Used to generate revenue in many SW programs in Texas

### Combination

- Fee could be supplemented by tax/general fund
- Fee could be set lower, initially
- Portion of costs covered by fee could be gradually increased over time
- Some protection against competing priorities of general fund monies



## Level of Service

### Minimum:

Permit compliance

Proactive maintenance and capital planning

# Stormwater Utility Funding Approach

## **Sufficient and Stable Revenue**

Rates set to recover sufficient program funding; funds do not need to compete with other City priorities

## **Fairness in Revenue Recovery**

Fees for each ratepayer tied to their impact and stormwater program costs, similar to water and sewer.

## **Increasingly Common in TX**

Large and small communities across the State have developed, or are developing, stormwater utilities

# Stormwater fee rate structure



## Enabling legislation

*“The governing body of the municipality may charge a lot or tract of benefitted property for drainage service on any basis other than the value of the property, but the basis must be directly related to drainage and the terms of the levy, and any classification of the benefitted properties in the municipality must be **nondiscriminatory, equitable, and reasonable.**”*



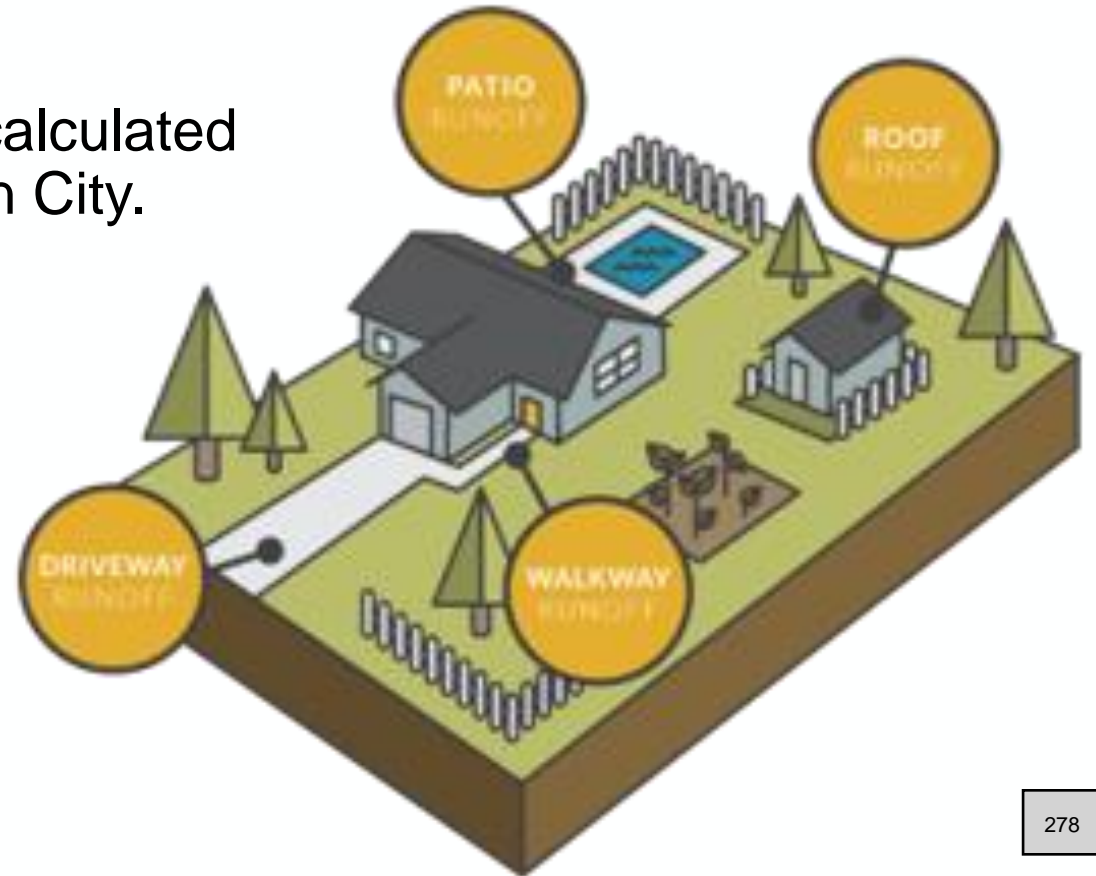
## Impervious area basis

- For Manor’s stormwater program, impervious area has been determined as the most **equitable** and **reasonable** basis for the charge.
- Impervious area from residential and non-residential properties results in the same impact to stormwater runoff.
- Difficult to differentiate between property classes based on program costs or average proportion of impervious area on properties
  - Some nonresidential properties have very low proportions of imperviousness
- No broadly applicable geographic distinctions in soil quality, etc.

# Stormwater Fee Background

**Impervious area:** Hard surfaces that impede the infiltration of stormwater runoff, such as concrete, pavement, structures, and compacted dirt and gravel.

**ERU:** The amount of impervious area on a typical residential property in Manor (2,730 sq ft). Value calculated by measuring random sample of SFR properties in City.



# Stormwater Fee Background

## Single Family Residential

- › Properties with a single residential structure
- › Simplified billing – flat rates or tiered rates.

## Non-Single Family Residential

- › All other properties
- › Billed based on measured impervious area (current values are estimates)

Class	Count of Parcels	ERUs	Percent ERUs
NSFR	863	5,375	55%
SFR	4,333	4,333	45%
SFR-F	1,340	-	
<b>Total</b>	<b>6,536</b>	<b>9,708</b>	

# Stormwater Rate Structure



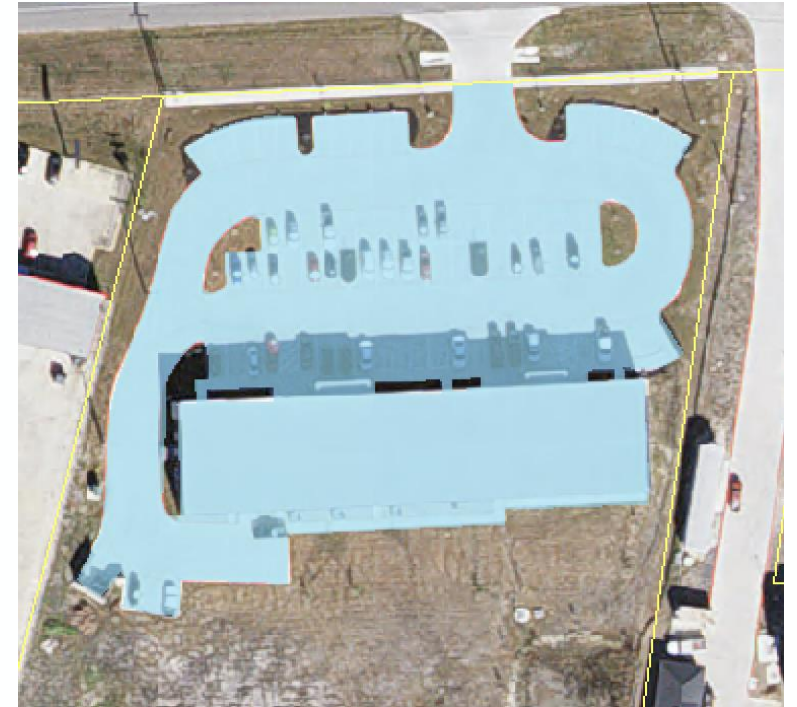
## Single Family Residential

- Each property charged a flat rate of 1 ERU (\$6.50\*)

## Non-Single Family Residential



- Charged \$6.50\* per ERU measured on the property.
- Charged a minimum of 1 ERU if they have greater than 400 sq ft impervious area
- Property's ERU rounded up to next whole number.



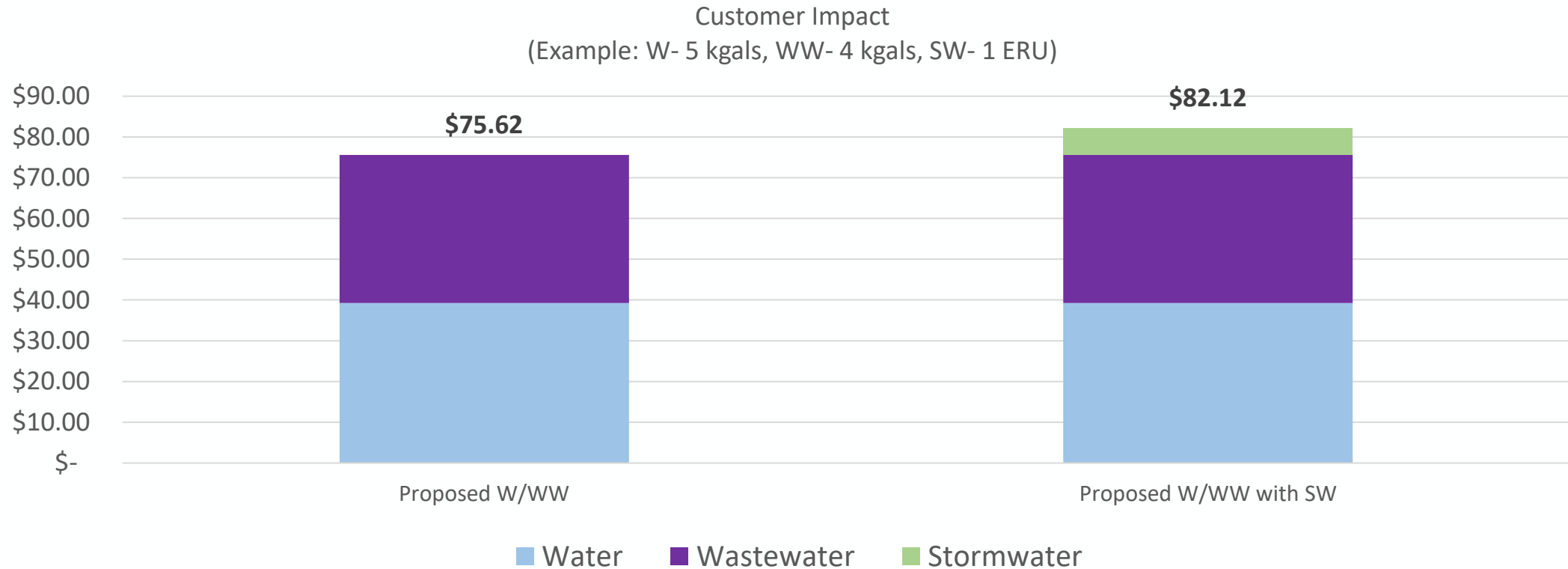
Example:

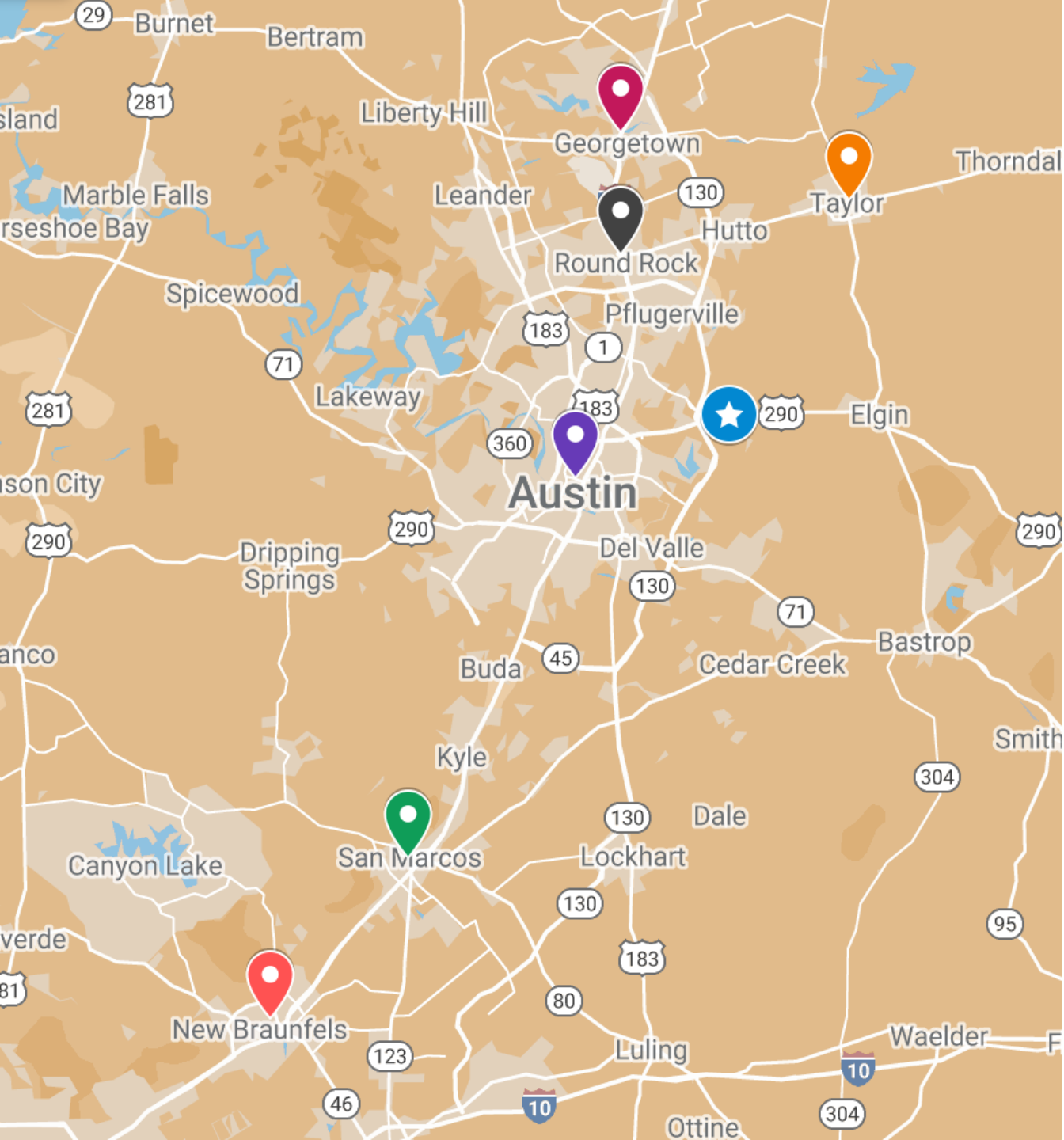
Impervious Area	ERUs	Fee
61,498 sq ft	23	\$149.50

\*Draft 2024 Rates from Feasibility Study










# Combined W/WW/SW Customer Impact





# Fee Comparison

Utility	Fee per ERU
 Manor	\$6.50
 Austin	\$9.80
 Taylor	\$3.00
 Round Rock	\$4.75
 San Marcos	\$14.90
 New Braunfels	\$4.59
 Georgetown	\$6.50



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Definition of Hospital Services; Modify the Residential Land Use Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify the Residential Land Use Conditions Table Relating to Single-Family Attached (2 units) and Single-Family Detached Uses; Modify Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts Relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Hospital Services, Liquor Sales, Medical Clinic, Offices - Medical, Offices - Professional, Restaurant, and Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Land Use Conditions relating to Alcoholic Beverage Establishment, Brewery - Micro, Brewery - Regional, Brewpub, Club or Lodge, Distillery - Micro, Distillery - Regional, Event Center, Food Sales, Gas Station - Full Service, Gas Station - Limited, Hotel, Liquor Sales, Restaurant, Restaurant - Drive-in or Drive-through Uses; Modify Non-Residential and Mixed-Use Development Standards Relating to Maximum Dwelling Units; Modify Non-Residential and Mixed-Use Development Standards Table Notes Relating to Alley Within the Historic District; Modify Accessory Structures Relating to Gross Floor Area; Modify Architectural Standards for Single-Family Detached and Two Family, Single-Family Attached, Manufactured Home, Multi-Family and Mixed Use, Office, Commercial Institutional and Industrial Uses; Modify Procedures Relating to Planned Unit Development (PUD) Uses; Modify Procedures Relating to a Final Site Plan; and Modify Procedures Relating to Amendments to the Comprehensive Plan.

### BACKGROUND/SUMMARY:

Once or twice a year the general amendments to our Zoning Code are proposed. Amendments usually arise as we work through the code with developments and find certain code provisions do not meet the intent of the code or create situations that make development unnecessarily more difficult or impractical.

P&Z conducted the public hearing and 2 people spoke opposition and 3 in support. One opposition speaker spoke about the Comprehensive Plan being inadequate and that it needs to additional community input and it should not be used. They also spoke against high density development. The other opposition speaker spoke generally that more people creates more traffic and the city should improve our infrastructure before allowing more development and that the Commission did not need to approve everything that comes before them. Two of the three speakers in support spoke specifically on the new definition for Hospital Services as they are looking to open a birth center but our current code restrictions prevented it in their preferred location. The final speaker spoke in support of the amendment to add a process to update the Future Land Use Map in the Comprehensive Plan.

Staff then spoke about each item and answered P&Z questions. Commissioners voiced concerns about 30 dwelling units an acre for the Downtown Business District zoning being too high and asked what the Comp Plan has (which is a range of 10 – 40 units/acre). They also had concerns about using a portion of an alley to measure setbacks as that could overdevelop properties and put new development closer to existing development.

P&Z voted 5-0 to approve with an amendment to Section 10 to change the dwelling units per acre to 20 and to remove Section 11 related to utilizing alleys when calculating setbacks.

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

- Ordinance
- Zoning Ordinance Amendments Explanations

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	<b>X – with modifications</b>		

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**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR THE AMENDMENT OF DEFINITIONS; RESIDENTIAL LAND USE TABLE; RESIDENTIAL LAND USE CONDITIONS; AMENDING NON-RESIDENTIAL USES IN NON-RESIDENTIAL AND MIXED-USE ZONING DISTRICTS; NON-RESIDENTIAL AND MIXED-USE LAND USE LAND USE CONDITIONS; NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS; AMENDING NON-RESIDENTIAL AND MIXED-USE DEVELOPMENT STANDARDS TABLE NOTES; ACCESSORY STRUCTURES; ARCHITECTURAL STANDARDS; AND PROCEDURES; PROVIDING FOR A SEVERABILITY, PROVIDING SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas (the “City”) is a home-rule City authorized to regulate zoning within its city limits; and

**WHEREAS**, the City Council of the City of Manor, Texas (the “City Council”) reviews the City’s zoning regulations from time to time to consider amendments to Chapter 14, Zoning of the City’s Code of Ordinances (the “Zoning Ordinance”); and

**WHEREAS**, the City finds it necessary to amend the Zoning Ordinance and adopt the amendments set forth in this ordinance; and

**WHEREAS**, the City finds that the Zoning Ordinance should be amended to better provide an attractive living environment and to protect health, safety, morals and welfare of the present and future residents of the City; and

**WHEREAS**, the City Council has determined that the proposed amendments are reasonable and necessary to more effectively guide and manage the development and use of land.

**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 Code of Ordinances.** The City Council hereby amends Chapter 14, Zoning of the Manor Code of Ordinances (the “Zoning Ordinance”) to amend the definitions, residential land use table, residential land use conditions, non-residential uses in non-residential and mixed-use zoning districts, non-residential and mixed-use land use conditions, non-residential and mixed-use development standards, non-residential and mixed-use development standards table notes, accessory structures, architectural standards, and procedures; as provided for in Sections 3 through 22 of this Ordinance.

**SECTION 3. Amendment of Section 14.01.008 Definitions.** Section 14.01.008 of the Zoning Ordinance is hereby amended as follows:

- (a) The definition for “Hospital Services” is hereby amended in its entirety to read as follows:

“Hospital services means an institution providing primary health services, psychiatric services, and medical or surgical care to persons primarily on an inpatient basis. The use differs from medical clinics in that it may require stays for longer than 24 hours. Includes the following land uses: cancer center; general hospital; private psychiatric hospital; niche hospital; special hospital; and trauma facilities as defined in the Texas Administrative Code.”

**SECTION 4. Amendment of Section 14.02.005 Residential Land Use Table.** Section 14.02.005(b) of the Zoning Ordinance is hereby amended to revise the Residential Land Uses in Residential Zoning Districts use “Single-Family Attached (2 units)” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-Family Attached (2 units)					P	C				

**SECTION 5. Amendment of Section 14.02.005 Residential Land Use Table.** Section 14.02.005(b) of the Zoning Ordinance is hereby amended to revise the Residential Land Uses in Residential Zoning Districts use “Single-Family Detached” to read as follows:

	A	SF-E	SF-1	SF-2	TF	TH	MF-1	MF-2	MH-1	MH-2
Single-Family Detached	P	P	P	P					C	

**SECTION 6. Amendment of Section 14.02.006 Residential Land Use Conditions Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended to add in alphabetical order the Residential Land Use Condition for “Single-Family Attached (2 units)” to read as follows:

Single-Family Attached (2 units)	<ul style="list-style-type: none"> <li>• When constructed in a Townhome (TH) district all applicable development and architectural standards of the Two-Family (TF) district apply</li> </ul>
	<ul style="list-style-type: none"> <li>• When constructed in a common development (same property) with Townhome (TH) structures, all setback types for the entire property follow the more restrictive standard.</li> </ul>

**SECTION 7. Amendment of Section 14.02.006 Residential Land Use Conditions**

**Table.** Section 14.02.006 of the Zoning Ordinance is hereby amended to add in alphabetical order the Residential Land Use Condition for “Single-Family Detached” to read as follows:

Single-Family Detached	<ul style="list-style-type: none"> <li>When constructed in a Manufactured Home (MH-1) district all applicable development and architectural standards of the Single-Family Standard (SF-2) district apply</li> </ul>
------------------------	--

**SECTION 8. Amendment of Section 14.02.017(c) Non-Residential Uses in Non-Residential and Mixed-Use Zoning Districts.** Section 14.02.017(c) of the Zoning Ordinance is hereby amended to revise the Non-Residential and Mixed-Use District uses to read as follows:

(a)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Alcoholic Beverage Establishment					C/S	C	C	C	C		

(b)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewery, Micro								C	C	C	C

(c)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewery, Regional									C	C	C

(d)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Brewpub						C	C	C	C		

(e)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Club or Lodge		C	C	C	C	C	C	C	C		

(f)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Distillery, Micro								C	C	C	C

(g)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Distillery, Regional									C	C	C

(h)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Event Center		C	C		C/S	C/S	C/S	C	C		

(i)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Food Sales					C	C	C	C	C		

(j)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Hospital Services		P	P	P			S	S	S		

(k)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Liquor Sales					C	C	C	C	C		

(l)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Medical Clinic		P	P	P	P	P	S	S	S		



(m)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Medical		P	P	P	P	P	S	S	S		

(n)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Offices, Professional		P	P	P	P	P	S	S	S		

(o)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Restaurant				C	C	C	C	C	C		

(p)

	OS	I-1	I-2	GO	NB	DB	C-1	C-2	C-3	IN-1	IN-2
Restaurant – Drive-in or Drive-through							C	C	C		

**SECTION 9. Amendment of Section 14.02.019 Non-Residential and Mixed-Use Land Use Conditions.** Section 14.02.019 of the Zoning Ordinance is hereby amended to revise in its entirety the Non-Residential and Mixed-Use Land Use Conditions to read as follows:

(a)

Alcoholic Beverage Establishment	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(b)

Brewery, Micro	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(c)

Brewery, Regional	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(d)

Brewpub	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(e)

Club or Lodge	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(f)

Distillery, Micro	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(g)

Distillery, Regional	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(h)

Event Center	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Event centers in neighborhood business (NB) and downtown business (DB) districts are limited to 10,000 s.f., unless modified by a specific use permit.</li> </ul>
	<ul style="list-style-type: none"> <li>• Event centers in light commercial (C-1) are limited to 25,000 s.f., unless modified by a specific use permit.</li> </ul>
	<ul style="list-style-type: none"> <li>• In neighborhood business (NB), downtown business (DB), and light commercial (C-1) outdoor activities can occur between 8:00 a.m. and 10:00 p.m. when located within 300 feet of a residential use, unless modified by a specific use permit.</li> </ul>

(i)

Food Sales	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Limited to 24,000 square feet in the neighborhood business (NB) district.</li> </ul>
	<ul style="list-style-type: none"> <li>• In all permitted districts, only gas station limited uses allowed as an accessory use.</li> </ul>
	<ul style="list-style-type: none"> <li>• Gasoline sales must follow all conditions for gas station limited sales and obtain specific use permits where applicable for the district.</li> </ul>

(j)

Gas Station, Full Service	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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	<ul style="list-style-type: none"> <li>• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.</li> </ul>
	<ul style="list-style-type: none"> <li>• Only automotive repair (minor) uses are permitted.</li> </ul>
	<ul style="list-style-type: none"> <li>• Automobile washing facilities shall follow conditions of that use.</li> </ul>
	<ul style="list-style-type: none"> <li>• No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The property is located along and has direct access from US Highway 290 East.</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• In no case shall a gas station be permitted more than ten multi-fuel dispensers (twenty fuel positions).</li> </ul>
	<ul style="list-style-type: none"> <li>• Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.</li> </ul>
	<ul style="list-style-type: none"> <li>• Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>• Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.</li> </ul>

(k)

Gas Station, Limited	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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	<ul style="list-style-type: none"> <li>• Permitted only within 200 feet of the right-of-way lines of intersecting streets, unless the use is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• Permitted at a maximum of two corners at an intersection of two arterial streets; and a maximum of one corner of an intersection with a collector or local street.</li> </ul>
	<ul style="list-style-type: none"> <li>• Automotive repair and automobile washing facilities are prohibited.</li> </ul>
	<ul style="list-style-type: none"> <li>• No more than four multi-fuel dispensers (eight fuel positions) shall be permitted except where one of the following conditions is met:</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The property is located along and has direct access from US Highway 290 East.</li> </ul>
	<ul style="list-style-type: none"> <li>◦ The proposed gas station is an accessory use to a commercial development such as a grocery store or retail center with a gross floor area of 50,000 square feet or more.</li> </ul>
	<ul style="list-style-type: none"> <li>• In no case shall a gas station be permitted more than ten multi-fuel dispensers (20 fuel positions).</li> </ul>
	<ul style="list-style-type: none"> <li>• In the neighborhood business (NB) and light Commercial (C-1) districts the canopy and arrangement of multi-fuel dispensers shall be designed in a relatively square pattern as opposed to a linear distribution of the multi-fuel dispensers, as depicted below (where X = one multi-fuel dispenser with two fuel positions):</li> </ul> <p>Acceptable Pump Arrangement</p> <pre>X   X X   X</pre> <p>Unacceptable Pump Arrangement</p> <pre>X   X   X   X</pre>
	<ul style="list-style-type: none"> <li>• Multi-fuel dispensers, air, vacuum, and water stations must be 100 feet from a residential district.</li> </ul>

	<ul style="list-style-type: none"> <li>• Fuel positions, air, vacuum, water stations and other similar equipment is prohibited between the principal structure and the property line of a residential district and shall comply with the building setbacks in all other circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>• Freestanding light fixtures shall be reduced in height to 15 feet if the use is adjacent to a residential district.</li> </ul>

(l)

Hotel	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• External balconies must be set back at least 200 feet from any residential zoning district.</li> </ul>
	<ul style="list-style-type: none"> <li>• Must provide staff on-site 24 hours a day.</li> </ul>
	<ul style="list-style-type: none"> <li>• All guest rooms must be accessed through internal hallways, lobby, or courtyard.</li> </ul>
	<ul style="list-style-type: none"> <li>• Must provide at least three amenities from the list below:               <ol style="list-style-type: none"> <li>1. Indoor/outdoor pool.</li> <li>2. Spa/sauna.</li> <li>3. Weight room/fitness center.</li> <li>4. Playground.</li> <li>5. Sports court.</li> <li>6. Plaza/atrium.</li> </ol> </li> </ul>

(m)

Liquor Sales	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(n)

Restaurant	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
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(o)

Restaurant—Drive-in or drive-through	<ul style="list-style-type: none"> <li>• See Article 4.02 Alcoholic Beverages</li> </ul>
	<ul style="list-style-type: none"> <li>• Drive-in or through aisles are allowed only in the rear of building or on sides of buildings provided that the service window and any associated speaker box are located at least 200 feet from any residential district or are screened by another structure from the residential district.</li> </ul>

**SECTION 10. Amendment of Section 14.02.020 Non-Residential and Mixed-Use Development Standards.** Section 14.02.020(b) of the Zoning Ordinance is hereby amended to revise the Downtown Business District (DB) “Maximum dwelling units” to read as follows:

Maximum Dwelling Units	30/Acre
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**SECTION 11. Amendment of Section 14.02.020 Non-Residential and Mixed-Use Development Standards Table Notes.** Section 14.02.020(c) of the Zoning Ordinance is hereby amended to add subsection (5) to read as follows:

“(5) Within the Historic District half the width of city-owned alleys can be included when calculating the setback(s) along property boundaries adjacent to said alley.”

**SECTION 12. Amendment of Section 14.02.046 Accessory Structures.** Section 14.02.046(2)(B) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(B) Accessory structures may not exceed 25 percent of the gross floor area of the first floor of the principal structure, except detached garages which may not exceed 100 percent of the gross floor area of the first floor of the principal structure.

**SECTION 13. Amendment of Section 14.02.061 Single-Family Detached and Two Family.** Section 14.02.061(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to all single-family and two-family dwelling units constructed in permitted districts.

(A) Reconstructions, remodels, or additions to single-family detached and two-family structures constructed prior to the effective date of this chapter shall be exempted from the provisions of this section when the reconstruction, remodel, or addition does not modify the structure's exterior or the reconstruction, remodel, or addition is less than 25 percent of the structures gross floor area.”

**SECTION 14. Amendment of Section 14.02.062 Single-Family Attached.** Section 14.02.062(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to all townhome dwelling units and attached townhome or rowhouse style developments of three or more attached units constructed in the permitted districts.”

**SECTION 15. Amendment of Section 14.02.063 Manufactured Home.** Section 14.02.063(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to manufactured home dwelling units constructed in a permitted district.”

**SECTION 16. Amendment of Section 14.02.064 Multi-Family and Mixed-Use.** Section 14.02.064(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to multi-family and mixed-use developments constructed in permitted districts.”

**SECTION 17. Amendment of Section 14.02.065 Office, Commercial, Institutional.** Section 14.02.065(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to office, commercial, and institutional developments constructed in a permitted district.”

**SECTION 18. Amendment of Section 14.02.065 Office, Commercial, Institutional.** Section 14.02.065(b)(2)(G) of the Zoning Ordinance is hereby amended in its entirety to read as follows:

“(G) For developments on a single lot or tract ten acres or larger that contains three (3) or more buildings, the following standards additionally apply, as applicable:

- (i) The site's buildings should be organized so that the layout encourages functional pedestrian spaces, plazas and amenities between and in front of the buildings.
- (ii) Provide direct pedestrian and bike access to connect future and existing developments.
- (iii) Design pedestrian amenities that allow for use and enjoyment of outdoor areas as a development focal point or centralized amenity. These may include a mix of pedestrian scaled lighting, tables, drinking fountains, benches, seating walls, shade trees, raised landscape planters, berms, clock towers, water features, specimen trees, potted plants, information kiosks, botanical exhibits and art exhibits or features.
- (iv) Design sites to accommodate bus stops in the development of shopping centers on arterial streets where future transit service may become available.
- (v) Provide convenient bicycle parking in locations that do not interfere with pedestrian circulation. Place bicycle parking racks or area in several locations within the development.

- (vi) Provide for continuation of pedestrian access when commercial developments are located adjacent to existing planned open space.”

**SECTION 19. Amendment of Section 14.02.066 Industrial.** Section 14.02.066(a)(2) of the Zoning Ordinance is amended in its entirety to read as follows:

“(2) This section applies to industrial developments constructed in a permitted district.”

**SECTION 20. Amendment of Section 14.05.002 Procedures.** Section 14.05.002(b)(4) of the Zoning Ordinance is amended in its entirety to read as follows:

“(4) *Rules applicable.* The city council, after public hearing and proper notice to all parties affected and after recommendation from the commission, may attach a planned unit development district designation to any tract of land equal to or greater than twenty-five acres. Under the planned development designation, the following rules apply:

(A) The approval of any proposed PUD or combination of uses proposed therein shall be subject to the discretion of the city council, and no such approval will be inferred or implied.

(B) Permitted uses are those listed under the applicable zoning district(s) for the base zoning to be applied to the PUD (for example, the permitted uses in a PUD proposed to be developed as a retail, commercial and office development are the respective uses listed for the general retail, commercial and office districts). In addition, a planned unit development district may be established where the principal purpose is to serve as a transitional district, or as an extension of an existing district whereby the provision of off-street parking, screening walls, fences, open space and/or planting would create a protective transition between a lesser and more restrictive district. In approving a planned unit development, additional uses may be permitted, and specific permitted uses may be prohibited from the base district.

(C) Standards required by the base zoning apply in a planned unit development except that the following regulations and standards may be varied in the adoption of the planned unit development, provided that the plan is consistent with sound urban planning and good engineering practices:

- (i) Setbacks.
- (ii) Maximum height.
- (iii) Maximum lot coverage.
- (iv) Minimum lot width.
- (v) Minimum lot area.
- (vi) Off-street parking requirements.
- (vii) Maximum dwelling units per acre.



- (viii) Minimum dwelling unit size.
- (ix) Accessory building regulations.
- (x) Sign regulations along with a development agreement.
- (xi) Landscaping regulations along with a development agreement.
- (xii) Land uses and land use conditions.
- (xiii) Architectural standards along with a development agreement.
- (xiv) Special district requirements pertaining to the base zoning.

(D) In approving a planned unit development, no standards may be modified unless such modification is expressly permitted by this chapter, and in no case may standards be modified when such modifications are prohibited by this chapter.

(E) In approving a planned unit development, the city council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, light and air, orientation, type and manner of construction, setbacks, lighting, landscaping, management associations, open space and screening.

(F) The commission and city council, in approving modifications to standards and regulations, shall be guided by the purpose intended by the base zoning and general intent of this chapter.

**SECTION 21. Amendment of Section 14.05.002 Procedures.** Section 14.05.002(b)(6) of the Zoning Ordinance is amended in its entirety to read as follows:

“(6) *Final site plan.* Following approval of the preliminary site plan a final site plan for any portion of the planned unit development may be approved. The preliminary site plan establishes the general development standards according to a base district. The final site plan providing all the detail required for development, subdivision, zoning and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.”

**SECTION 22. Amendment of Section 14.05.002 Procedures.** Section 14.05.002 of the Zoning Ordinance is amended to add subsection (c) to read as follows:

“(c) *Comprehensive Plan Amendment Procedures.*

- (1) *Purpose.* For the purpose of establishing and maintaining sound, stable, and desirable development within the City, the Comprehensive Plan, specifically, the Future Land Use Plan and the Transportation Master Plan, shall be amended only based upon changed or changing conditions in a particular area or in the City.

- (2) *Applicability.* If it is determined that a proposed rezoning is not in accordance with the Future Land Use Plan located within the Master Plan, a Comprehensive Plan Amendment petition shall be required to accompany the rezoning application of the applicant who initiated the rezoning request with the applicable review fees in accordance with Appendix A.
- (3) *Initiation of Amendment.* An amendment may be initiated by:
- (A) City Council;
  - (B) The Planning and Zoning Commission; or
  - (C) The City Manager
- (4) *Procedure.* An applicant who wishes to develop land within the city's jurisdiction and who will require an amendment to the Future Land Use Map or Transportation Master Plan may petition the city council to initiate the process to amend the comprehensive plan by submitting a petition in the form provided by the city to the city's Development Services Director.
- (A) Amendment Petition. A complete petition for a Future Land Use Map or Transportation Master Plan amendment shall be submitted to the Development Services Director with letter of explanation for the request and any support information related to the request.
  - (B) Review and Report by Development Services Director. Once the petition is complete, the Development Services Director shall review the proposed amendment in light of the remainder of the Comprehensive Plan and conditions in the City and give a report and recommendation to the City Council.
  - (C) City Council Petition Review. Approval of a petition will not constitute approval of the proposed amendment and will not bind the City Council to approve the proposed amendment. If the City Council approves the petition, the petition shall be forwarded to the Planning and Zoning Commission for review and recommendation. Failure of the City Council to act on a petition within sixty (60) days of its submission shall be deemed a denial of the petition. An approved petition shall expire within six (6) months of the date of approval if the amendment is not finally approved by the City Council within that time.
  - (D) Review by the Planning and Zoning Commission. Once a petition has been approved by the City Council, the Planning and Zoning Commission shall hold a public hearing to review the amendment and recommend approving, approving with conditions, or denying. The Planning and Zoning Commission will advise the City Council of its recommendation regarding the requested Comprehensive Plan amendment, or any element of the Comprehensive Plan.

(E) Final Review and Action by the City Council. After receiving a recommendation by the Planning and Zoning Commission, the City Council at a public hearing may then adopt or reject all or a certain elements of the proposed Comprehensive Plan amendment. The City Council may also adopt additional elements it deems necessary to fulfill the goals and intent of the Comprehensive Plan. The City Council may:

- (i) Adopt or reject the plan as submitted by the Planning and Zoning Commission;
- (ii) Adopt or reject the Comprehensive Plan Amendment with changes or amendments; or
- (iii) Direct the Planning and Zoning Commission to further study or review the Comprehensive Plan Amendment, or a portion thereof.

*(5) Approval Criteria*

(A) The City Council shall consider the following approval criteria in an analysis of immediate needs and consideration of the long-term effects.

- (i) The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action; and
- (ii) The amendment promotes the health, safety or general welfare of the City and the safe orderly, and healthful development of the City.

(B) In considering amendments to the Comprehensive Plan, the City Council should be guided by the following:

- (i) The need for the proposed change;
- (ii) The effect of the proposed change on the need for City services and facilities;
- (iii) The compatibility of the proposed change with the existing uses and development patterns of nearby property and with the character of the neighborhood; and
- (iv) The implications, if any, that the amendment may have for other parts of the Comprehensive Plan.

**SECTION 23. Construction**

The terms and provisions of this Ordinance shall not be construed in a manner to conflict with Chapter 211 of the Texas Local Government Code and if any term or provision of this

Ordinance shall appear to conflict with any term, provision or condition of Chapter 211, such Ordinance term or provision shall be read, interpreted and construed in a manner consistent with and not in conflict with such Chapter, and, if possible, in a manner to give effect to both. The standard and accepted rules of statutory construction shall govern in construing the terms and provisions of this Ordinance.

**SECTION 24. Repealing all Conflicting Ordinances**

All ordinances or parts of ordinances governing zoning in force when the provisions of this Ordinance become effective which are inconsistent with or in conflict with the terms and provisions contained herein are amended only to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**SECTION 25. Savings Clause**

This City Council of the City of Manor, Texas hereby declares if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**SECTION 26. Severability**

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

**SECTION 27. Open Meetings**

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

**SECTION 28. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** on First Reading this the \_\_\_\_ day of \_\_\_\_\_ 2023.

**FINALLY PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

DRAFT

**Zoning Ordinance Amendments**

**Section 3:**

- Updated definition to remove “birthing center” as a Hospital Services use. Birthing Center can now be classified as a Medical Clinic or Hospital Service since it would no longer be explicitly defined within Hospital Service

**GUIDING PRINCIPLES**

**Healthy Community**

- Ensure public health needs are recognized and addressed through provisions for healthy foods, physical activity, access to recreation, health care, environmental justice and safe neighborhoods.

**Section 4:**

- Allows two-family (duplex) units to be constructed in Townhome zoned areas so long as the two-family units follow the development standards for the Two-Family district

**Land Use Goal 6 – A Place of Character Where Everyone Prospers and No One is Left Behind.**

Safeguard and encourage additional access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels, while still allowing for incremental, organic change at a scale that encourages investment by anyone without resulting in displacement.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
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**Section 5:**

- Allows single-family detached units to be constructed in the Manufactured Home (MH-1) district so long as the single family detached unit follows the development standards of the SF-2 (Single Family Standard) district

**Land Use Goal 6 – A Place of Character Where Everyone Prospers and No One is Left Behind.**

Safeguard and encourage additional access to diverse housing options and preserve existing neighborhoods for residents of all ages, backgrounds and income levels, while still allowing for incremental, organic change at a scale that encourages investment by anyone without resulting in displacement.

LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
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Section 6:

- Condition related to Section 4 that requires Two-family units built in Townhome districts to follow Two-Family development regulations

Section 7:

- Condition related to Section 5 that requires Single Family units built in Manufactured Housing (MH-1) districts to follow SF-2 development regulations

Section 8:

- Permitted with Conditions, indicated by (C), was added to uses that sell alcohol. Condition will be adherence to a revised Article 4.02 Alcoholic Beverages that will restrict the sale of alcohol within 300 feet of church, public or private school, or public hospital. Uses with this Condition added are: Alcoholic Beverage Establishments, Brewery (Micro and Regional), Brewpub, Club or Lodge, Distillery (Micro and Regional), Event Center, Food Sales, Liquor Sales, Restaurant, and Restaurant Drive-in.
- Adds Medical Clinic, Medical Offices, and Professional Offices into C-1 Light Commercial, C-2 Medium Commercial, and C-3 Heavy Commercial as a use requiring a Specific Use Permit.
  - Those uses were taken out of C-1, C-2, and C-3 when we created the General Office (GO) land use. This left mostly sales tax generating commercial uses in C-1, C-2, and C-3. However, as we get larger developments, there is a demand for a mix of tenants that include both retail and office. Adding these 3 uses back into C-1, C-2, and C-3 as a use requiring a Specific Use Permit would allow the Planning and Zoning Commission and City Council to consider each request on a case-by-case basis to ensure the use is appropriate and development maintains an acceptable balance of sales tax generating uses and office uses.

**Economic Development Goal 2 – Improve the balance of jobs-to-residents.** Attracting commercial and industrial tax base to offset the dependence on residential land uses.

ED. B - Diversify the tax base to reduce reliance on residential uses for municipal revenue.

ED. C - Make commuting out of the City a choice rather than a requirement by improving the balance of jobs-to-residents and aligning job creation to residents’ skills.

Section 9:

- Adds the condition to all the uses involving alcohol that the use needs to refer to Article 4.02 Alcoholic Beverages. This is where the provisions relating to distance will be added.

Section 10:

- Increases the dwelling unit of Downtown Business (DB) to 30 units per acre from 15 units per acre.
  - DB lots are typically small – from 5,750 sf (one lot) to 28,750 sf (half block) so the number of permitted dwelling units would still remain relatively low. For example, a 28,750 sf lot (.66 acres) under current code (15 du/ac) is permitted 10 dwelling units. Increasing to 30 du/acre would permit up to 20 dwelling units. Developments would still have the same parking requirements so they would still be limited in the number of units based on the number of parking spaces they could accommodate. DB also requires commercial in order to have a residential use, so developments could not be entirely residential.

**Land Use Goal 1 – Diverse Land Use Patterns to Support Access to Opportunities.** Promote dense and diverse transit-ready and pedestrian-oriented development patterns, particularly in downtown but also other areas of Manor, with complementary land uses and development patterns that support diverse housing and retail choices, greater transportation options, and access to economic and educational opportunity.

LU. A – Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

LU. B – Promote more compact, higher density, well-connected development within appropriate infill locations.



LU. 1 - Encourage innovative forms of compact, pedestrian friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives.	
LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
LU. 3	Develop standards to accommodate higher density residential development, encouraging urban-style design rather than suburban garden apartments.
LU. 9	Develop regulations that reduce development impact without substantially increasing cost (eg. Impervious cover, natural drainage, building orientation, density, bike/pedestrian connectivity).
LU. 53	Create a regulatory ecosystem that encourages mixed-use and particularly vertical mixed-use and, where compatible with adjacent areas, high-density developments, creating the types of engaging spaces attractive to residents and corporate employers.
ED. 14	Encourage diverse housing in terms of type and affordability to align with workforce needs.
DU.11	Increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

#### Section 11:

- Permits developments to include a portion (half) of an adjacent alley's width when calculating setbacks.
  - This helps make development more practical and feasible within the historic district because the lots are generally smaller but the setbacks for commercial zoned land are based on new, larger platted lots so developments on the older, smaller platted lots in the historic district face some obstacles in site design when accommodating setbacks written for larger lots. Alleys within the historic district are 20' and provide greater separate between properties than elsewhere

in the city where alleys do not exist. This code provision would allow a development to count 10' of an alley as part of their setback, which would provide their lot more buildable area.

**Land Use Goal 1 – Diverse Land Use Patterns to Support Access to Opportunities.** Promote dense and diverse transit-ready and pedestrian-oriented development patterns, particularly in downtown but also other areas of Manor, with complementary land uses and development patterns that support diverse housing and retail choices, greater transportation options, and access to economic and educational opportunity.

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LU. 2	Amend development regulations to ensure appropriate standards for new residential development encourage a range of product types and lot sizes.
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LU. 3	Develop standards to accommodate higher density residential development, encouraging urban-style design rather than suburban garden apartments.
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LU. 9	Develop regulations that reduce development impact without substantially increasing cost (eg. Impervious cover, natural drainage, building orientation, density, bike/pedestrian connectivity).
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LU. 44	Evaluate regulations for potential barriers that discourage location of businesses that could draw high foot traffic from neighborhoods within a five-minute walk of those neighborhoods.
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LU. 53	Create a regulatory ecosystem that encourages mixed-use and particularly vertical mixed-use and, where compatible with adjacent areas, high-density developments, creating the types of engaging spaces attractive to residents and corporate employers.
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#### Section 12:

- Accessory structures, including detached garages, are limited in size to 25% of the gross floor area of the first floor of the principal building. This works for sheds and detached patios, but not for detached garages which typically are a minimum of 400 sf. A two-story home may not have 1,600 sf on a first floor, so this code amendment allows up to 100% of the GFA of the first floor of the principle structure when determining the maximum size of a detached garage.

#### Sections 13-17:

- Removed the zoning district classifications from each section and replaced them with “in permitted districts”.
  - This change makes it easier to provide the correct architectural standards to a project based on the use/type of project rather than the zoning classification it is constructed in. For example, C-3 Heavy Commercial is a mix of commercial and industrial uses. Prior, the code said C-3 Heavy Commercial developments follow the architectural guidelines for office, commercial, and institutional developments. Those standards though do not work well for industrial uses, which have their own standards, so if an industrial building constructed in a C-3 Heavy Commercial zoning district they technically would need to follow the more restrictive commercial architectural standards rather than the industrial ones. By changing the wording to “in permitted districts” that means any industrial development that is constructed in any district where it is permitted would follow the industrial architectural standards.

#### Section 18:

- Modifies that certain site arrangements from commercial, office, and institutional developments only apply when the property is 10 acres or larger and contains three (3) or more buildings. Current code has any development 10 acres or larger being subject to certain site arrangement conditions. These include pedestrian spaces and plazas. These types of features are more suitable to developments that can incorporate them in a functional way, such as when there are multiple buildings that can be arranged to provide these spaces. Having the requirements on any commercial, office, and institutional development that’s 10 acres or larger could be impractical for single-tenant developments that intend to have one large building and associated parking.

LU. 48	Establish provisions for public spaces within nonresidential and mixed-use developments, such as outdoor plazas, dining and activity areas. Such standards should be designed to achieve meaningful, useful and engaging spaces appealing to users and not be afterthoughts.
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Section 19:

- Same as Sections 13-17. Removed the zoning district classification and changed to “in permitted districts”

Section 20:

- Updated the acreage for which a Planned Unit Development can be considered to match the acreage in the development standards table. That table lists the minimum acreage for a PUD as 25 acres. This section had said the minimum acreage was three acres, so it has been updated to 25 acres be consistent throughout the code.

Section 21:

- Removed that Preliminary Planned Unit Development Site Plans can be considered at the same time as Final Planned Unit Development Site Plans

Section 22:

- Added a Comprehensive Plan Amendment procedure now that the city has an adopted Comprehensive Plan with a Future Land Use Map and Thoroughfare Plan. Only the Future Land Use Map and Thoroughfare Plan can be requested to be modified, other provisions of the Comp Plan cannot be changed by this process.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.

### BACKGROUND/SUMMARY:

This amendment coincides with the Zoning Ordinance Amendment also on this agenda. That ordinance requires 2 readings for approval so this Ordinance related to our Alcoholic Beverage code is for discussion purposes and would be approved with the second reading of the Zoning Ordinance.

The amendment to Article 4.02 adds the distance requirements for alcohol sales to be a minimum of 300 feet from a church, public or private school, or public hospital.

The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:

- (1) in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
- (2) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

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

- Ordinance

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council discuss on an amendment to Manor Code of Ordinances, Chapter 4, Article 4.02 Alcoholic Beverages.

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

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING SECTION 4.02.002 AND 4.02.003 TO CHAPTER 4, ARTICLE 4.02, ALCOHOLIC BEVERAGES, ESTABLISHING REGULATIONS REGARDING THE SALE OF ALCOHOLIC BEVERAGES NEAR A CHURCH, PUBLIC SCHOOL OR PUBLIC HOSPITAL; PROVIDING FOR A SEVERABILITY, SAVINGS, OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**Whereas,** the City Council of the City of Manor (the “City”) finds that prohibiting the sale of alcoholic beverages near a church, public school or public hospital within the City will protect the general health, safety, and welfare of the City;

**Whereas,** the City Council of the City desires to adopt regulations regarding the sale of alcoholic beverages near a church, public school or public hospital within the City to protect the general health, safety and welfare of its citizens;

**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. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 4, Article 4.02 Alcoholic Beverages, of the City’s Code of Ordinances to add a new *Section 4.02.002 Sale of Alcoholic Beverages Near a Church, Public School, or Public Hospital*, and *Section 4.02.003 Variances to the Sale of Alcoholic Beverages* attached hereto as Exhibit “A” and incorporated herein for all purposes.

**Section 3. Repealing All Ordinances in Conflict.** All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 4. Savings Clause.** This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**Section 5. Severability.** If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

**PASSED AND APPROVED** on this the \_\_\_\_ day of April, 2023.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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

**Exhibit "A"**

**Sec. 4.02.002 Sale of Alcoholic Beverages Near a Church, Public or Private School, or Public Hospital**

- (a) The sale of alcoholic beverages within 300 feet of a church, public or private school, or public hospital is prohibited.
- (b) The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.
- (c) (1) The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be from the nearest property line of the public or private school to the nearest doorway by which the public may enter the place of business, along street lines and in a direct line across intersections.  
 (2) If the permit or license holder is located on or above the fifth story of a multistory building, the measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- (d) The provisions in this Section 4.02.002 relating to a public school also apply to a day-care center and a child-care facility as those terms are defined in the Texas Human Resources Code, Section 42.002.
- (e) In this Section 4.02.002, "private school" means a private school, including a parochial school, that offers a course of instruction for students in one or more grades from kindergarten through grade 12; and has more than 100 students enrolled and attending courses at a single location.

**Sec. 4.02.003 Variances to the Sale of Alcoholic Beverages**

The city council may allow variances to the provisions of section 4.02.002 above if the council determines that enforcement of that section is not in the best interest of the public, constitutes waste or inefficient use of the land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council, after consideration of the health, safety and welfare of the public and the equities of the situation, determines is in the best interest of the community.





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the First Amendment to the Butler Development Agreement.

**BACKGROUND/SUMMARY:**

This amendment to the Code Modifications of the Butler Development Agreement (Manor Crossing Development) is being requested by GenCap, who is the multi-family developer in the project. The request is to reduce the streetscape landscaping width from 15' to 10' and allow parking within this setback so long as the minimum width necessary for the landscaping is met. This modifications does not reduce the amount of landscaping required to be planted. Type A and B trees are required to be planted a minimum of 8' from impervious surfaces, so the potential minimum landscaped area width is 8'.

This amendment still maintains the intent of our landscaping code while providing the development more flexibility in design.

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

- First Amendment to the Butler Development Agreement

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the First Amendment to the Butler Development Agreement.

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

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**  
**(Butler/East Hwy 290 & 13100 N. FM 973)**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "First Amendment") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 (the "First Amendment Effective Date"), by and among **13100 FM 973, INC.**, a Texas corporation ("Owner"), **BUTLER FAMILY PARTNERSHIP, LTD.**, a Texas limited partnership ("Butler"), **GCP XXXI, LTD.**, a Texas limited partnership, and **GCP XXXII, LTD.**, a Texas limited partnership (together, "Gencap"), and the **CITY OF MANOR, TEXAS**, a home rule municipality located in Travis County, Texas (the "City"). The City, Butler, Gencap and Owner are herein sometimes referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to them in the Agreement (defined below).

**RECITALS:**

A. WHEREAS, on June 15, 2022, the City, Butler and Owner entered into that certain Development Agreement (the "Agreement") relating to the development and improvement by Owner of certain parcels of land located within the municipal boundaries of the City consisting of approximately 95.16 acres (the "Property") as a mixed-used project, as more particularly described in the Agreement.

B. WHEREAS, the portion of the Property owned by Butler, as defined as "Parcel A" in the Agreement, was conveyed to Gencap pursuant to (i) that certain Special Warranty Deed dated August 8, 2022, recorded as document No. 2022135261 in the Official Public Records of Travis County, Texas, and (ii) that certain Special Warranty Deed dated August 8, 2022, recorded as document No. 2022135262 in the Official Public Records of Travis County, Texas.

C. WHEREAS, the Parties now wish to amend the Agreement in certain respects, solely with respect to Parcel A as more particularly set forth in this First Amendment.

D. WHEREAS, Butler desires to acknowledge and agree to the provisions of this First Amendment notwithstanding that Butler is no longer the owner of Parcel A and that, pursuant to Section 7.6(b) of the Agreement, amendment or modification thereof is expressly permitted by joint action of only (a) the City, and (b) the landowners expressly subject to the modification or amendment if such amendment pertains to less than all of the current landowners of the Property and does not modify the obligations in the Agreement as to the remaining landowners of the Property.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, the City, and Gencap hereby agree as follows, and Butler hereby acknowledges such agreement:

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

2. Exhibit C – Code Modifications. The ninth bullet point under the Code Modifications labeled "Applicable solely to Parcel A:" set forth in Exhibit C of the Agreement is hereby deleted in its entirety and replaced with the following:

- “A ten-foot minimum landscape buffer along the north and south borders of Parcel A. Parking shall be allowed within the landscape buffer so long as the minimum landscape code requirements are met.”

3. Miscellaneous.

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

(b) This First Amendment (i) shall be governed by, construed under and enforced in accordance with the laws of the State of Texas; (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (iii) may be modified or amended only in writing signed by each Party hereto; and (iv) embodies the entire First Amendment and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

(c) This First Amendment may be executed in multiple counterparts, each of which will be deemed original, and all of which will constitute one and the same agreement.

4. No Waiver. Neither City’s nor Owner, Butler or Gencap’s execution of this First Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other Party’s obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

5. Anti-Boycott Verification. To the extent this First Amendment 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, Owner, Butler and Gencap represent that neither Owner, Butler and Gencap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner, Butler and Gencap (i) boycotts Israel or (ii) will boycott Israel through the term of this First Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

6. Iran, Sudan and Foreign Terrorist Organizations. To the extent this First Amendment constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner, Butler and Gencap represents that Owner, Butler and Gencap nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

7. Anti-Boycott Verification – Energy Companies. Owner, Butler and Gencap hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of

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

8, Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. Owner, Butler and Gencap hereby verify that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this First Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

*[Signature page(s) to follow]*

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

**CITY:**

**CITY OF MANOR, TEXAS,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Name: Veronica Rivera  
Title: Assistant City Attorney

**THE STATE OF TEXAS     §**

**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

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

*[Signatures continue on next page.]*

**OWNER:**

**13100 FM 973, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Edward S. Butler, President

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Edward S. Butler, President of 13100 FM 973, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

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

*[Signatures continue on next page.]*

**BUTLER:**

**Butler Family Partnership**, a Texas limited partnership

By: BCP GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Edward S. Butler, Sole Member

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Edward S. Butler, Sole Member of BCP GP, LLC, general partner of Butler Family Partnership, a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

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

*[Signatures continue on next page.]*

**GENCAP:**

**GCP XXXI, LTD.,** a Texas limited partnership

By: GCP XXXI GP, LLC  
a Texas limited liability company,  
its general partner

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

**THE STATE OF TEXAS §**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of GCP XXXI GP, LLC, general partner of GCP XXXI, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

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

**GCP XXXII, LTD.,** a Texas limited partnership

By: GCP XXXII GP, LLC  
a Texas limited liability company,  
its general partner

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

**THE STATE OF TEXAS §**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of GCP XXXII GP, LLC, general partner of GCP XXXII, LTD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)

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





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Resolution accepting a voluntary petition for annexation of 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This property is in the Manor Commercial Park and the city is planning to provide wastewater to the area. The city has been meeting with property owners about annexing into the city limits to access this wastewater. This property had a well underway development plan with Travis County and wanted to complete the permitting of the new industrial project with the city as well as accessing the wastewater so has petitioned to be annexed.

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

- Resolution No. 2023-12
- Petition
- Post annexation provision of services agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve a Resolution No. 2023-12 accepting a voluntary petition for annexation of 4.004 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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

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**RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE CITY OF MANOR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 4.004 ACRES OF LAND, MORE OR LESS; BEING LOCATED IN TRAVIS COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner(s) of certain property located within Travis County, Texas have petitioned the City of Manor, Texas (herein the “City”) a Texas home-rule city, for annexation of said property, more particularly described herein (the “Subject Property”) into the corporate limits of the City;

**WHEREAS**, the Subject Property is contiguous and adjacent to the corporate limits of the City, within the extraterritorial jurisdiction of the City and the owner(s) have made application for annexation;

**WHEREAS**, after review and consideration of such requests and petition for annexation from the owner(s) of the Subject Property, the City Council of the City of Manor, Texas (the “City Council”) finds that the Subject Property may be annexed pursuant to §43.0671 of the Texas Local Government Code;

**WHEREAS**, pursuant to §43.0672, Texas Local Government Code, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as Exhibit “B” and is incorporated herein for all purposes; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

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

**SECTION TWO:** The petition for annexation of the following described Subject Property, including abutting streets, roadways, and rights of way, not previously annexed into the City and the draft agreement for the provision of services shown in Exhibit “B”, are hereby accepted:

Being 4.004 acres of land, more or less, said tract being all of Lots 1 and 2, Block 3,

Manor Commercial Park, a subdivision of record in Volume 87, Page 167-B of the Official Public Records of Travis County, Texas; said 4.004 acre tract being more particularly described in Exhibit "A."

A public hearing is set for the date of May 3, 2023. Notice of such hearing shall be published and posted in accordance with §43.0673, Texas Local Government Code, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, Exhibit "A" shall control.

**SECTION THREE:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared severable.

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

**PASSED AND APPROVED** this the 19<sup>th</sup> day of April 2023.

**ATTEST:**

**CITY OF MANOR, TEXAS:**

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

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

**Exhibit "A"**  
**Subject Property Description**  
**+/- 4.004 Acres**



**Exhibit "B"**  
**Agreement Regarding Post-Annexation Provision of Services**  
**For Property to be Annexed into the City of Manor**

**ANNEXATION PETITION**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF TRAVIS**               §

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

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

**WHEREAS**, the undersigned has sought the voluntary annexation of the Subject Property by the City of Manor, Texas (hereinafter sometimes referred to as "City"), 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;

**WHEREAS**, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the voluntary request of the property owner, is authorized to annex the Subject Property; and

**WHEREAS**, the undersigned agrees and consents to the voluntary 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 Request and Petition:

**SECTION ONE:** Requests the City Council of the City to commence voluntary annexation proceedings and to annex into the corporate limits of the City of Manor, Texas, of all portions of the Subject Property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land, located in Travis County, Texas, being \_\_\_\_\_four\_\_\_\_\_ acres, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed Into the City of Manor (the "Services Agreement").

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





**EXHIBIT "A" TO ANNEXATION PETITION  
PROPERTY DESCRIPTION  
[FOLLOWS THIS PAGE]**



**EXHIBIT “B” TO ANNEXATION PETITION  
DRAFT SERVICE AGREEMENT  
[FOLLOWS THIS PAGE]**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the "Agreement") is entered into by and between the City of Manor, Texas, a municipal corporation ("City"), and Christophe & Lisa Robin, ("Landowner"), both of which may be referred to herein singularly as "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the "Subject Property");

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City's consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (the "Effective Date").

**WHEREAS**, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing 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 City and the Landowner agree each 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 the Landowner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by the City Charter and Chapter 43, Loc. Gov't. Code, to annex the Subject Property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached and as described in **Exhibit A** attached hereto and incorporated herein.

**Section 2. Services.** The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(a) **General Municipal Services.** Pursuant to the requests of the Landowner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

(1) 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. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

(2) 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.

(3) Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City

may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

(4) Animal control as follows:

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

(5) Maintenance of City-owned parks and playgrounds within the City.

(6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

(7) Maintenance of other City facilities, buildings and service.

(8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the Subject Property upon request of the Landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

(1) Water service and maintenance of water facilities as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, 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 water utility system, the Subject Property's Landowner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water 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 acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the *Effective Date of the annexation* and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's water utility system.

(2) Wastewater service and maintenance of wastewater service as follows:

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

(B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the City shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, 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 wastewater system will be accepted and maintained by the City in accordance with its usual policies. The City shall cover the costs for the wastewater line extension in accordance with the Development and Annexation Agreement. After the initial wastewater extension costs are covered by the City, requests for new or additional wastewater line extensions requested will be installed and extended upon request under the same costs

and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the Effective Date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property's Landowner requests and is able to connect to the City's wastewater utility system.

(3) Maintenance of streets and rights-of-way as appropriate as follows:

(A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(ii) Routine maintenance as presently performed by the City.

(B) The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by City ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in (3)(A)(i)&(ii) above;

(ii) 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;

(iii) 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

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

(C) The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **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 Landowner 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 the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(d) **Wastewater Improvements.** The following wastewater improvements shall be initiated prior to the *Effective Date of the annexation and completed after annexation: the Wastewater Line Project* attached hereto as **Exhibit B** and as further described in that certain Development and Annexation Agreement entered into by the Parties on the 10 of April 2023.

**Section 3. Term.** The term of this Agreement is ten (10) years from the Effective Date.

**Section 4. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 5. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 6. Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

**Section 7. Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

**Section 8. Choice of Law.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Travis County, Texas.

**Section 9. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Landowner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 10. Enforcement; Waiver.** This Agreement may be enforced by Landowner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 11. Effect of Future Laws.** No subsequent change in the law regarding annexation shall

affect the enforceability of this Agreement.

**Section 12. Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

**Section 13. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 14. Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

**Section 15. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to wastewater service to the Subject Property by the City.

*[signature pages follow]*

EXECUTED and AGREED to by the Parties this the \_\_\_ day \_\_\_\_, 20\_\_.

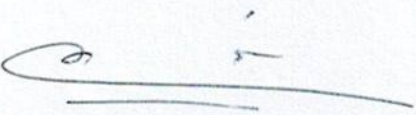
ATTEST:

THE CITY OF MANOR, TEXAS

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

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

LANDOWNER(S):

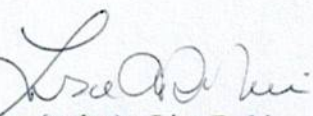
By: 

Name (print): Christophe Robin

Title: Owner

Date: 04/10/2023

LANDOWNER(S):

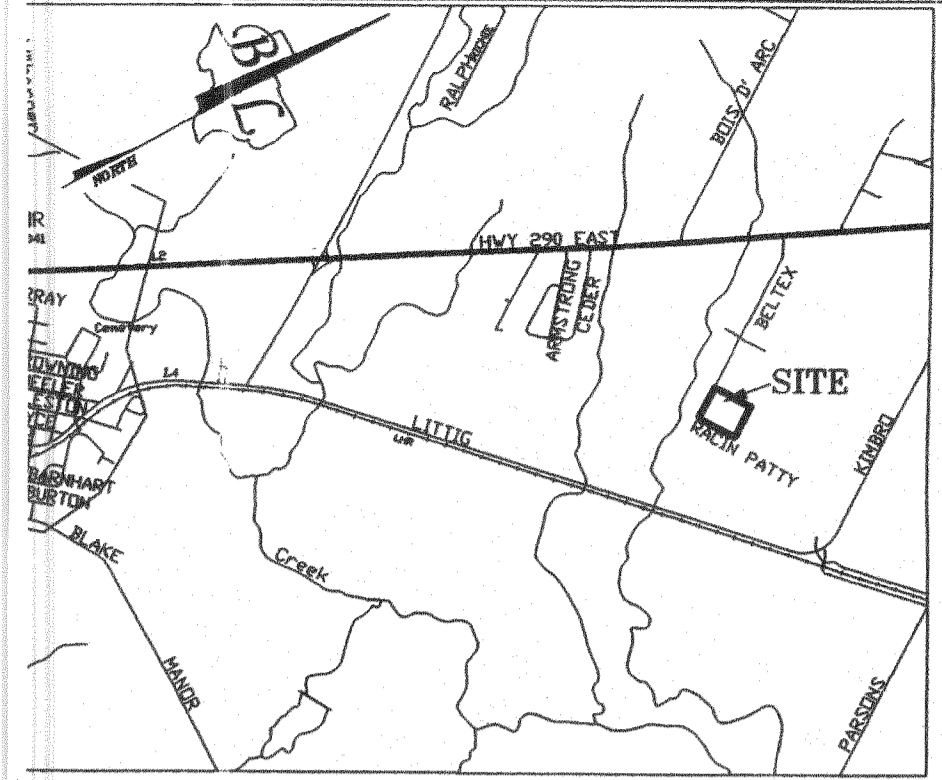
By: 

Name (print): Lisa Robin

Title: Owner

Date: 04/10/2023

**Exhibit A**  
**Subject Property Description**



VICINITY MAP NOT TO SCALE

END

- 1/2" IRON REBAR FOUND
- 1/2" IRON REBAR FOUND WITH PLASTIC CAP
- UTILITY POLE
- DOWN GUY
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE MARKER
- TELEPHONE JUNCTION BOX
- WATER METER
- WATER VALVE
- WASTE WATER CLEANOUT
- BOLLARD
- BUILDING LINE
- RIGHT-OF-WAY
- EDGE OF PAVEMENT
- CORRUGATED METAL PIPE
- PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- DEED RECORDS OF TRAVIS COUNTY, TEXAS
- REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

THE SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.

THIS SURVEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN IN TITLE G.F. NO. 2519000810, EFFECTIVE SEPTEMBER 10, 2004, COMMONWEALTH LAND TITLE INSURANCE COMPANY, NO ADDITIONAL SURVEYING WAS PERFORMED BY BASELINE LAND SURVEYORS, INC. FOR THIS SURVEY.

THE PROPERTY IS WITHIN THE ZONE X, AREA DETERMINED TO BE OUTSIDE THE FLOODPLAIN, ACCORDING TO MAP NO. 48453C0055E, EFFECTIVE JUNE 16, 2004, BY FEMA FOR TRAVIS COUNTY, TEXAS.

THE BASIS: SOUTHEAST RIGHT-OF-WAY LINE OF BELTEX DRIVE, BEING: 36" EAST.

THE PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 85, PAGE 37, VOLUME 13018, PAGE 872 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

THE PROPERTY IS SUBJECT TO THE RESTRICTIVE COVENANTS RECORDED IN VOLUME 167B-168A OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

THE PROPERTY IS SUBJECT TO THE FOLLOWING ACCORDING TO THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, VOLUME 87, PAGE 167B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

THE PROPERTY IS SUBJECT TO A FIVE (25) FOOT BUILDING LINE ALONG THE WESTERLY PROPERTY BOUNDARY (SHOWN HEREON) AND A FIVE (25) FOOT BUILDING LINE ALONG THE SOUTHERLY PROPERTY BOUNDARY OF LOT 1. (SHOWN HEREON)

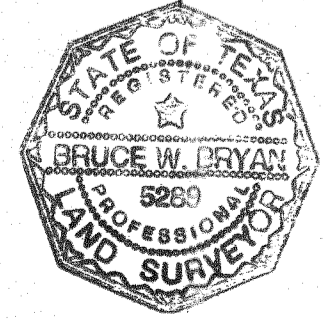
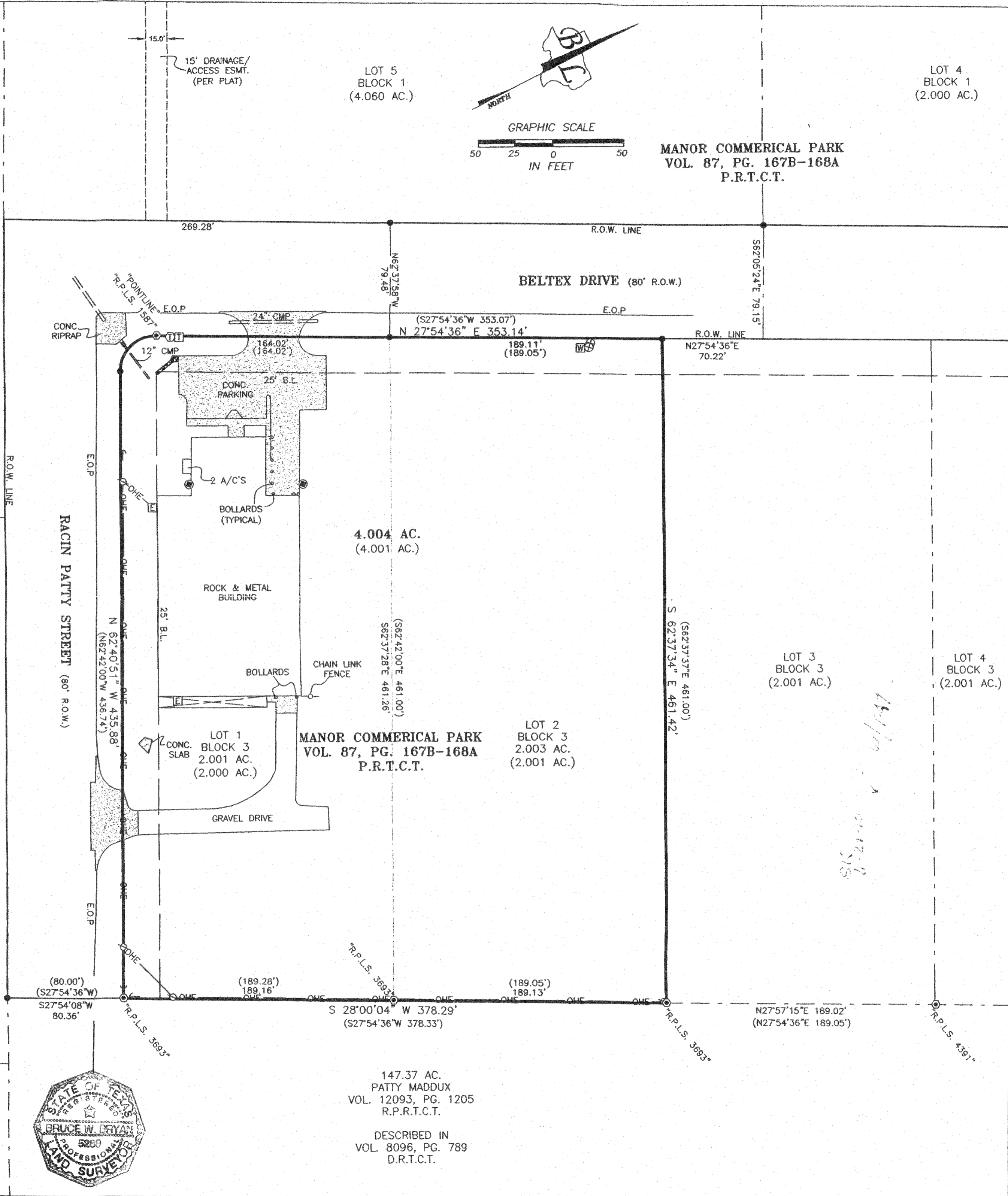
THE PROPERTY IS SUBJECT TO AN EASEMENT CONVEYED TO MANSVILLE WATER AUTHORITY RECORDED IN VOLUME 8641, PAGE 911 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

THE PROPERTY IS SUBJECT TO THE MINERAL AND ROYALTY INTEREST IN OIL AND GAS RECORD IN VOLUME 8096, PAGE 644 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS. (NOT LOCATABLE)

LAND SURVEYOR'S CERTIFICATION:

I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE DATE SHOWN HEREON, ON OCTOBER 22, 2004, UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND THERE ARE NO APPARENT ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, CONFLICTS, DEED LINE CONFLICTS, VISIBLE UTILITY LINES, SHORTAGE IN AREA, OR DISCREPANCY IN PLACE EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS A DEDICATED RIGHT-OF-WAY OR ACCESS EASEMENT AS SHOWN HEREON.

*Bryan* 10/22/04  
DATE  
PROFESSIONAL LAND SURVEYOR  
AS NO. 5289



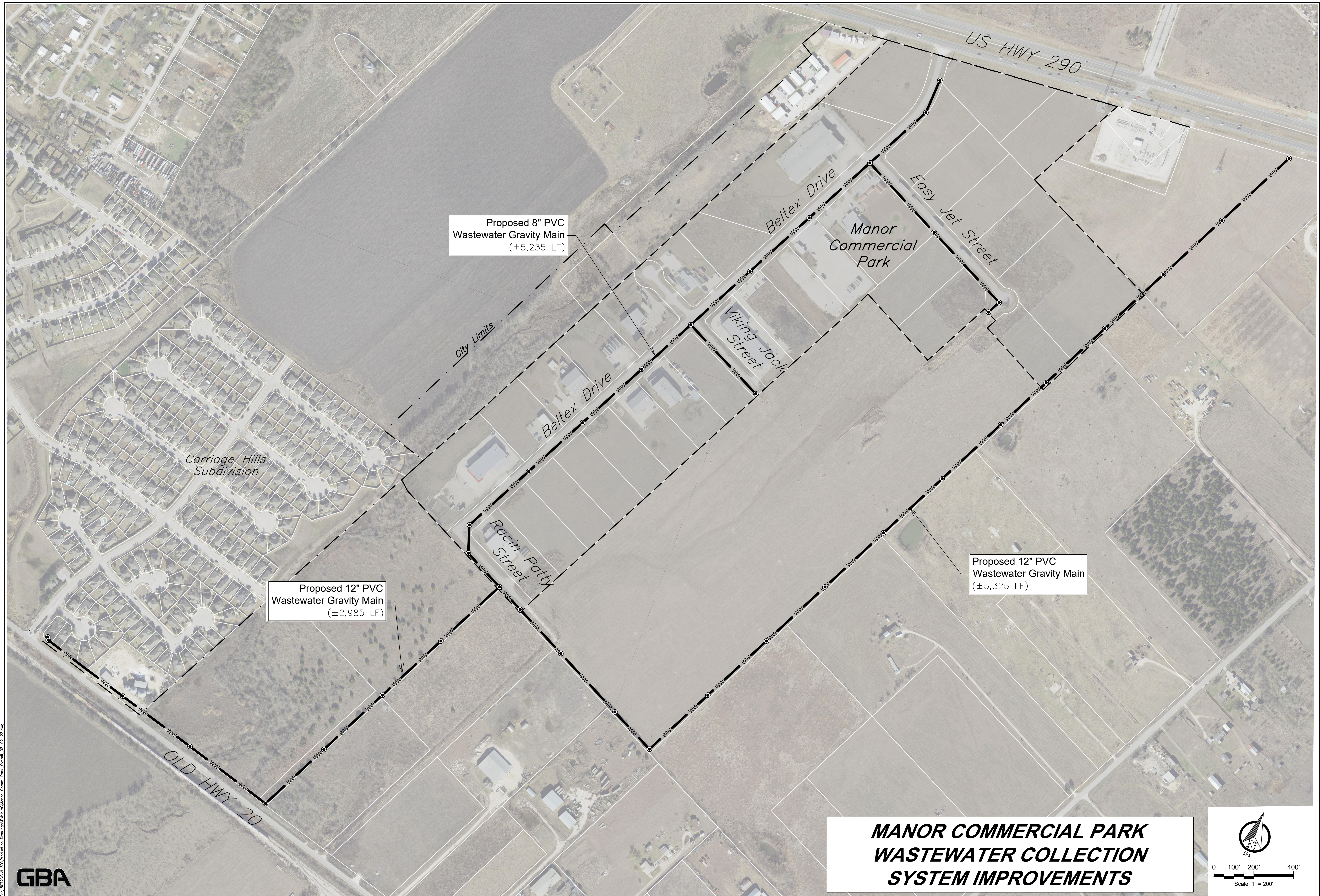
BASELINE LAND SURVEYORS, INC.  
PROFESSIONAL LAND SURVEYING SERVICES  
8000 ANDERSON SQUARE ROAD, SUITE 110  
AUSTIN TEXAS 78757  
OFFICE: 512.374.9722 FAX: 512.459.4752  
bruce-baseline@austin.rr.com

LAND TITLE SURVEY OF LOT ONE AND LOT TWO, BLOCK 3, MANOR COMMERCIAL PARK, A SUBDIVISION OF RECORD IN VOLUME 87, PAGE 167-B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

File: Projects/Robin-Manor/Dwg/Robin-Manor.dwg	Snapshot:
Job No.	Scale (Hor.): 1"=50'
Date: 10/27/04	Scale (Vert.): 1"=00'
Checked By: BMB	Drawn By: RGM
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

SHEET 01 of 01

**Exhibit B**  
**Wastewater Line Project**

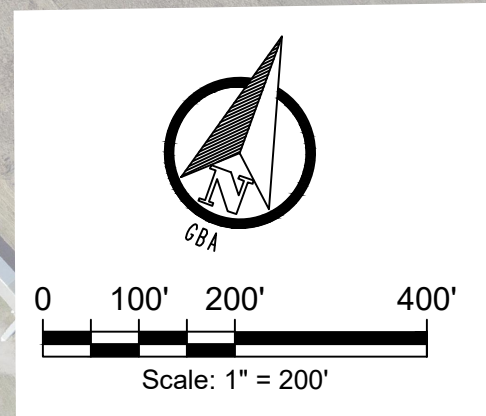


Proposed 8" PVC  
Wastewater Gravity Main  
(±5,235 LF)

Proposed 12" PVC  
Wastewater Gravity Main  
(±2,985 LF)

Proposed 12" PVC  
Wastewater Gravity Main  
(±5,325 LF)

**MANOR COMMERCIAL PARK  
WASTEWATER COLLECTION  
SYSTEM IMPROVEMENTS**





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This is for Gregg Lane right-of-way from Wilbarger Creek to 1002' from FM 973. It was initially annexed as part of the Monarch Ranch annexation (Ord. 634), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. The City Council approved the Resolution accepting the petition on March 15, 2023.

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

- Ordinance

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the first reading of an ordinance annexing 2.942 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 2.942 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING RIGHT-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the right-of-way property, as hereinafter described, made written request for the City to annex such property in compliance with §43.1055 of the Texas Local Government Code;

**WHEREAS**, the right-of-way property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said right-of-way property;

**WHEREAS**, two public hearings were conducted prior to consideration of this Ordinance not more than forty (40) days nor less than twenty (20) days in accordance with §43.063 of the Texas Local Government Code;

**WHEREAS**, notice of the public hearings were published not more than twenty (20) nor less than ten (10) days prior to each public hearing;

**WHEREAS**, the annexation of the property, as hereinafter described, is taking place within ninety (90) days after instituting the annexation proceedings in accordance with §43.064 of the Texas Local Government Code.

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

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

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including right-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 2.942 acres of land, more or less, out of the S. Bacon Survey, Abstract No. 63, in Travis County, Texas, and being a part of Gregg Lane, a variable width right-of-way, said 2.942 acre tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 4.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**SECTION 6.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

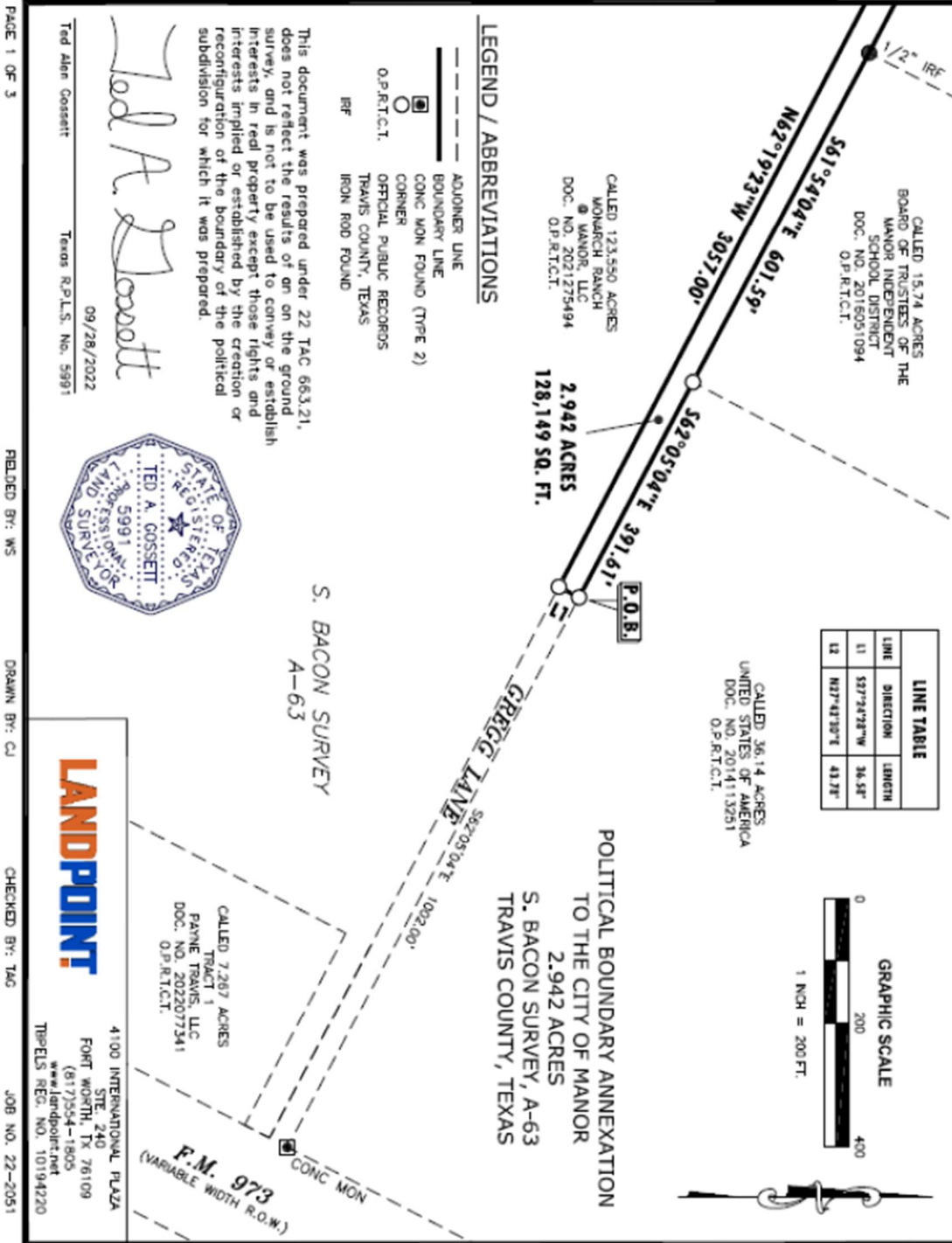
\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary

ORDINANCE NO. \_\_\_\_\_

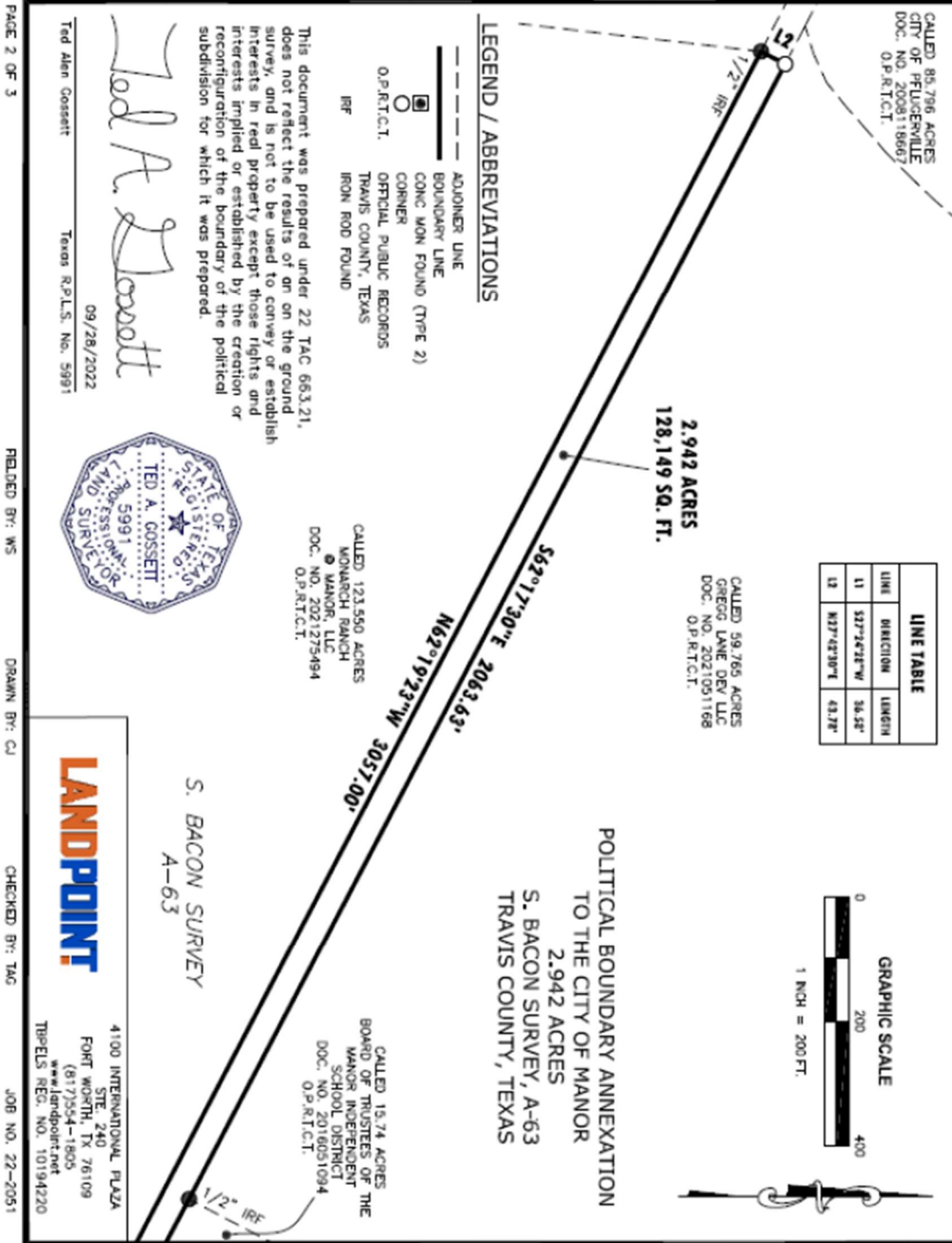
Pa Item 18.

**Exhibit "A"**  
**Subject Property Description**  
**+/- 2.942 Acres**

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg



X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg



LEGAL DESCRIPTION

Being all that certain tract or parcel of land situated in the S. Bacon Survey, Abstract No. 63, Travis County, Texas, being a part of Gregg Lane, a variable width right-of-way and being more particularly described by mete and bounds and follows:

BEGINNING at the East corner of said tract being described herein at a point in the Northeasterly right-of-way line of said Gregg Lane and the Southeasterly line of that certain called 36.14 acre tract of land described in the deed to the United States of America, recorded in Document No. 2014113251, Official Public Records, Travis County, Texas, from which a concrete monument found in the Northwesterly right-of-way line of F.M. 973 for the South corner of said 36.14 acre tract of land bears S62°05'04"E, a distance of 1002.00 feet;

THENCE S27°24'28"W, over and across said Gregg Lane, a distance of 36.58 feet to a point in the Southwesterly line of said Gregg lane and the Northeasterly line of that certain called 123.550 acre tract of land described in the deed to Monarch Ranch @ Manor, LLC, recorded in Document No. 2021275494, Official Public Records, Travis County, Texas for the South corner of said tract herein described;

THENCE N62°19'23"W, with the Southwesterly right-of-way line of said Gregg Lane and the Northeasterly line of said 123.550 acre tract of land, a distance of 3057.00 feet to a 1/2-inch iron rod found for the North corner of said 123.550 acre tract of land and the West corner of said tract herein described;

THENCE N27°42'30"E, over and across said Gregg Lane, a distance of 43.78 feet to a point in the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of that certain called 59.765 acre tract of land described in the deed to Gregg Lane Dev LLC, recorded in Document No. 2021051168, Official Public Records, Travis County, Texas for the North corner of said tract herein described;

THENCE S62°17'30"E, with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 59.765 acre tract of land, a distance of 2063.63 feet to a 1/2-inch iron rod found for the South corner of said 59.765 acre tract of land and the West corner of that certain called 15.74 acre tract of land described in the deed to Board of Trustees of the Manor Independent School District, recorded in Document No. 2016051094, Official Public Records, Travis County, Texas;

THENCE S61°54'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 15.74 acre tract of land, a distance of 601.59 feet to a point for the South corner of said 15.74 acre tract of land and the West corner of said 36.14 acre tract of land;

THENCE S62°05'04"E, continuing with the Northeasterly right-of-way line of said Gregg Lane and the Southwesterly line of said 36.14 acre tract of land, a distance of 391.61 feet to the POINT OF BEGINNING and containing 2.942 acres of land.

X:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION.dwg

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



*Ted A. Gossett*

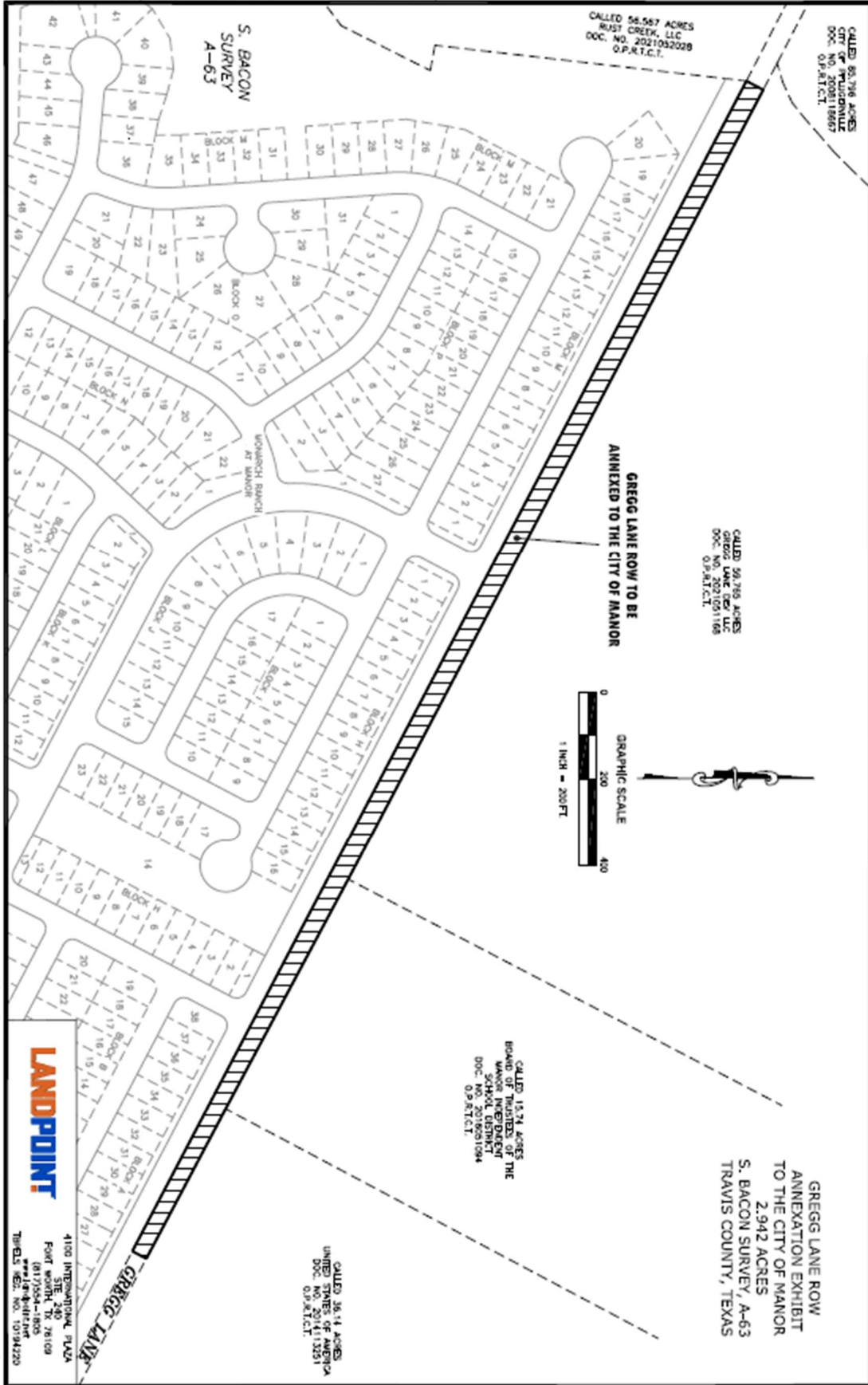
Ted Allen Gossett Texas R.P.L.S. No. 5991

09/28/2022



4100 INTERNATIONAL PLAZA  
STE. 240  
FORT WORTH, TX 76109  
(817)554-1805  
www.landpoint.net  
TBPELS REG. NO. 10194220

x:\2022\22-2051\Survey\DWG\22-2051 GREGG LANE ANNEXATION EXHIBIT.dwg





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an Ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

**BACKGROUND/SUMMARY:**

This is for the Kimbro Road right-of-way from US 290 extending south approximately 1,400'. It was initially annexed as part of the Jefferson Triangle annexation (Ord. 663), but the County has an updated process for ROW annexations whereby the city must request from the County that the County voluntarily request from the City that we annex the ROW. The County Commissioners Court approved their request for annexation on January 10, 2023. The City Council approved the Resolution accepting the petition on March 15, 2023.

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

- Ordinance

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the first reading of an ordinance annexing 2.855 acres of land, more or less, being located in Travis County, Texas and adjacent and contiguous to the city limits.

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 2.855 ACRES OF LAND, MORE OR LESS LOCATED IN TRAVIS COUNTY, INCLUDING RIGHT-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner of the right-of-way property, as hereinafter described, made written request for the City to annex such property in compliance with §43.1055 of the Texas Local Government Code;

**WHEREAS**, the right-of-way property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said right-of-way property;

**WHEREAS**, two public hearings were conducted prior to consideration of this Ordinance not more than forty (40) days nor less than twenty (20) days in accordance with §43.063 of the Texas Local Government Code;

**WHEREAS**, notice of the public hearings were published not more than twenty (20) nor less than ten (10) days prior to each public hearing;

**WHEREAS**, the annexation of the property, as hereinafter described, is taking place within ninety (90) days after instituting the annexation proceedings in accordance with §43.064 of the Texas Local Government Code.

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

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

**SECTION 2.** All portions of the following described property (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including right-of-way, are hereby annexed into the corporate limits of the City of Manor:

Being 2.855 acres of land, more or less, out of the A.C. Caldwell Survey No. 52, Abstract No. 154, in Travis County, Texas, and being a portion of the existing right-of-way of Old Kimbro Road (Old State Hwy 20 – 80’ R.O.W.), described in a deed to the state of Texas, recorded in Volume 482, Page 419, of the Deed Records of Travis County, Texas, said 2.855 acre tract of land being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Manor.

**SECTION 4.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**SECTION 6.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

ORDINANCE NO. \_\_\_\_\_

Pa Item 19.

**Exhibit "A"**  
**Subject Property Description**  
**+/- 2.855 Acres**



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

## EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION

BEING 2.855 ACRES OF LAND SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE A.C. CALDWELL SURVEY NO. 52, ABSTRACT NO. 154, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THE EXISTING RIGHT-OF-WAY OF OLD KIMBRO ROAD (OLD STATE HWY 20 – 80' R.O.W.), DESCRIBED IN A DEED TO THE STATE OF TEXAS, RECORDED IN VOL. 482, PG. 419, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rebar with cap stamped "4WARD BOUNDARY" found at the intersection of the existing Southerly right-of-way line of U.S. 290 (R.O.W. Varies) and the existing Easterly right-of-way line of said Old Kimbro Road, for the Westerly common corner of a called 62.8431 acre tract of land described in a General Warranty Deed to Jefferson Triangle Marine, L.P., recorded in Document No. 2008096315 of the Official Public Records of Travis County, Texas (O.P.R.T.C.T.) and of a called 4.382 acre tract of land described in a Warranty Deed with Vendor's Lien to Auspro Enterprises, L.P., recorded in Document No. 2019013915 of said O.P.R.T.C.T.;

THENCE **South 26°27'38" West** with the existing Easterly right-of-way line of said Old Kimbro Road and the common Westerly line of said 62.8431 acre tract, a distance of **1,403.61** feet to a 1/2-inch iron rebar found for the Westerly common corner of said 62.8431 acre tract and of a called 56.652 acre tract of land described in a General Warranty Deed to Horsefeathers Farms, Inc., recorded in Document No. 2002187747 of said O.P.R.T.C.T.;

THENCE **North 64°02'06" West** over and across the existing right-of-way of said Old Kimbro Road a distance of **79.52** feet to a Calculated Point in the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of Lot 7, KIMBRO BUSINESS PARK, a subdivision of record in Volume 86, Page 187D, of the Plat Records of Travis County, Texas (P.R.T.C.T.);

THENCE **North 25°57'54" East** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said Lot 7, a distance of **126.53** feet to a 1/2-inch iron rebar found for the Northeast corner of said Lot 7;

THENCE **North 72°12'08" West** with the existing Westerly right-of-way line of said Old Kimbro Road and the common Northerly line of said Lot 7, a distance of **4.94** feet to a Calculated Point for the Southeast corner of Lot 6, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, a subdivision of record in Volume 93, Page 17 of said P.R.T.C.T.



K:\21021 - JTM Old Kimbro Rd\Descriptions\Old Kimbro Road ROW.docx

Sheet 1 of 4

THENCE with the existing Westerly right-of-way line of said Old Kimbro Road and the common Easterly line of said REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK, the following five (5) courses and distances:

1. **North 26°35'54" East** a distance of **248.92** feet to a Calculated Point for the Easterly common corner of said Lot 6 and of Lot 5, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
2. **North 26°03'55" East** a distance of **26.15** feet to a Calculated Point;
3. **North 26°26'49" East** a distance of **284.11** feet to a Calculated Point for the Easterly common corner of said Lot 5 and of Lot 4, REPLAT OF LOTS 3,4,5 AND 6 KIMBRO BUSINESS PARK;
4. **North 26°28'40" East** a distance of **497.03** feet to a Calculated Point; and
5. **North 09°25'54" West** a distance of **150.32** feet to a Calculated Point at the intersection of the existing Westerly right-of-way line of said Old Kimbro Road and the existing Southerly right-of-way line of said U.S. 290, for the Northeast corner of said Lot 4;

THENCE **North 86°19'03" East** with the existing Southerly right-of-way line of said U.S. 290, over and across the existing right-of-way of said Old Kimbro Road, a distance of **200.20** feet to the **POINT OF BEGINNING** and containing 2.855 acres of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

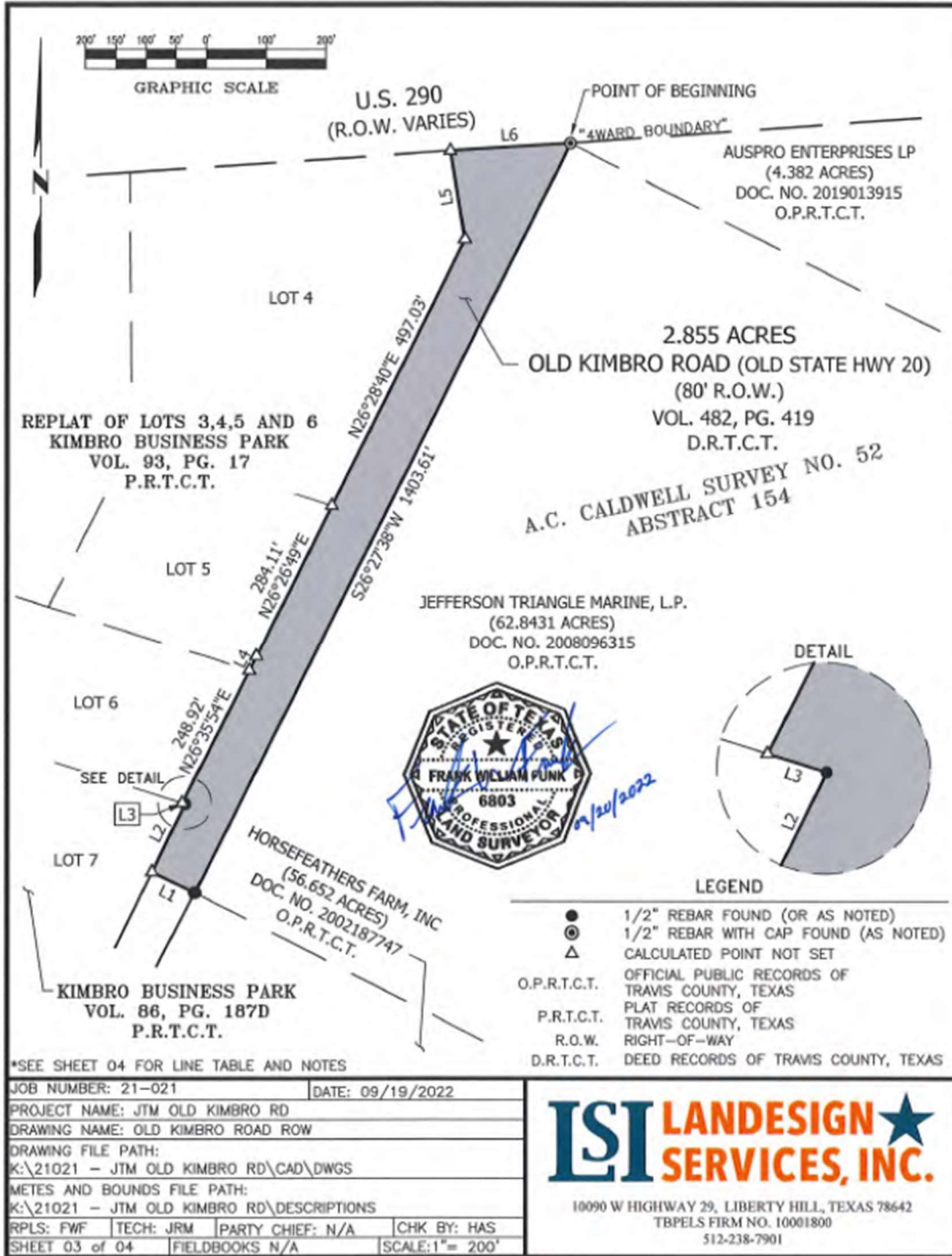
This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of September, 2022.

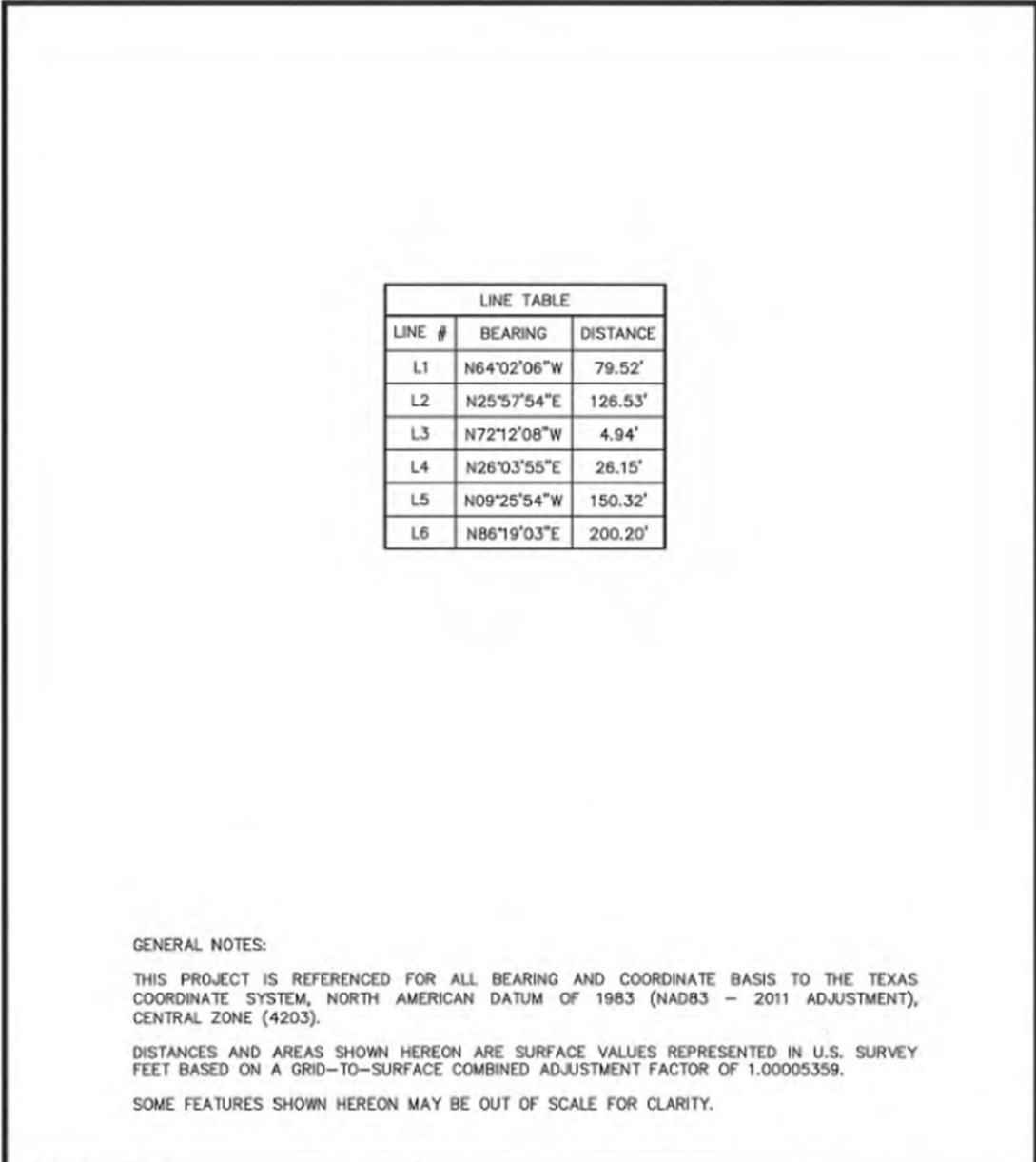
 *09/20/2022*  
 Frank W. Funk  
 Registered Professional Land Surveyor  
 State of Texas No. 6803



Job Number: 21-021  
 Attachments: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS\OLD KIMBRO ROAD ROW.DWG







LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N64°02'06"W	79.52'
L2	N25°57'54"E	126.53'
L3	N72°12'08"W	4.94'
L4	N26°03'55"E	26.15'
L5	N09°25'54"W	150.32'
L6	N86°19'03"E	200.20'

**GENERAL NOTES:**

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00005359.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 21-021	DATE: 09/19/2022
PROJECT NAME: JTM OLD KIMBRO RD	
DRAWING NAME: OLD KIMBRO ROAD ROW	
DRAWING FILE PATH: K:\21021 - JTM OLD KIMBRO RD\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\21021 - JTM OLD KIMBRO RD\DESCRIPTIONS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04	SCALE: 1" = 200'

**LSI LANDESIGN SERVICES, INC.**

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



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an Ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

*Applicant: Saavy ATX Realty LLC*  
*Owner: Wenkai Chen*

**BACKGROUND/SUMMARY:**

This is a narrow (40') but deep (250') lot on North Bastrop Street. Sometime in the 1980s, or possibly even 1950's, the 5 lots on West Lane Ave were broken up and the back 40' of each lot was sold to create this 40' x 250' lot. Its unique size and shape makes it more challenging to develop but the applicant is seek to rezone it from Single Family Suburban (SF-1) to Two-Family (TF) to be able to place a two-family building on the property. The lot meets the minimum lot size for a Two-Family lot, it's 10,000 sf while the minimum is 8,750 sf, however the narrowness of the lot will require a variance when it is platted to the lot width and setbacks to make development feasible. These variances would be necessary even if the property remained zoned SF-1.

The Comprehensive Plan's Future Land Use Map has this general area as Community Mixed-Use which generally seeks higher densities, but given the character of the neighborhood and unique lot size, a two-family dwelling unit would be appropriate and achieve some of the goals of the Plan including: LU2 – encourage a range of product types and lot sizes, ED14 – encourage diverse housing in terms of type and affordability to align with workforce needs, LU.A – encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect gradual transition from urban to suburban to rural development, LU.B – promote more compact, higher density, well-connected development within appropriate infill locations, LU 1 – encourage innovative forms of compact, pedestrian friendly development and wider array of affordable housing choices through smart regulatory provisions and incentives, DU 11 – increase development of housing units close to multi-modal infrastructure and mixed-use developments, including in Downtown.

P&Z held the public hearing and discussed how the structure would impact surrounding homes, use of the alley, and the architectural detailing. They wanted to see better renderings of the structure and the property owner agreed to provide those. They postponed action on this item (5-0) to their May 10<sup>th</sup> meeting.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- Conceptual Layout
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the first reading of an ordinance rezoning five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
			<b>X-postpone</b>



**ORDINANCE NO. \_\_\_\_**

**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 TWO FAMILY (TF); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from Single Family Suburban (SF-1) to zoning district Two-Family (TF). The Property is accordingly hereby rezoned to Two Family (TF).

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

**ORDINANCE NO. \_\_\_\_\_**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.** \_\_\_\_\_

**Page 3**

**EXHIBIT “A”**

Property Address:

707 North Bastrop Street, Manor, TX 78653

Property Legal Description:

The South forty (40) feet of Lots 6, 7, 8, 9 and 10, Block 1, A.E. Lane’s Addition to the Town of Manor, according to the map or plat thereof, recorded in Volume 2, Page 223, Plat Records, Travis County, Texas.

# Letter of Intent

March 12, 2023

City of Manor  
 Development Services Department  
 Attn: Mr. Scott Dunlop, Director  
 105 E. Eggleston Street  
 Manor, Texas 78653

Re: [707 BASTROP ST TX 78653](#)

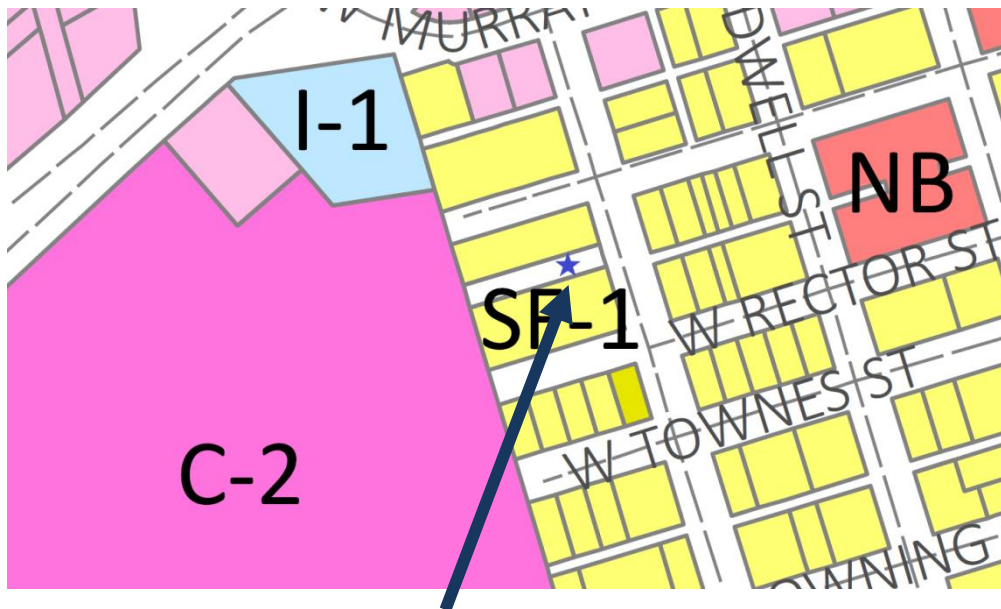
**Dear Mr. Dunlop,**

We are writing to you to zone the subject property to TF.

The subject property 707 Bastrop ST TX 78653, Legal description as: **S40FT OF LOT 6-10 BLK 1 LANE A E ADDN**. The current configuration is 39.94 ft wide and 250 ft long, with a total of 9,986 sqft.

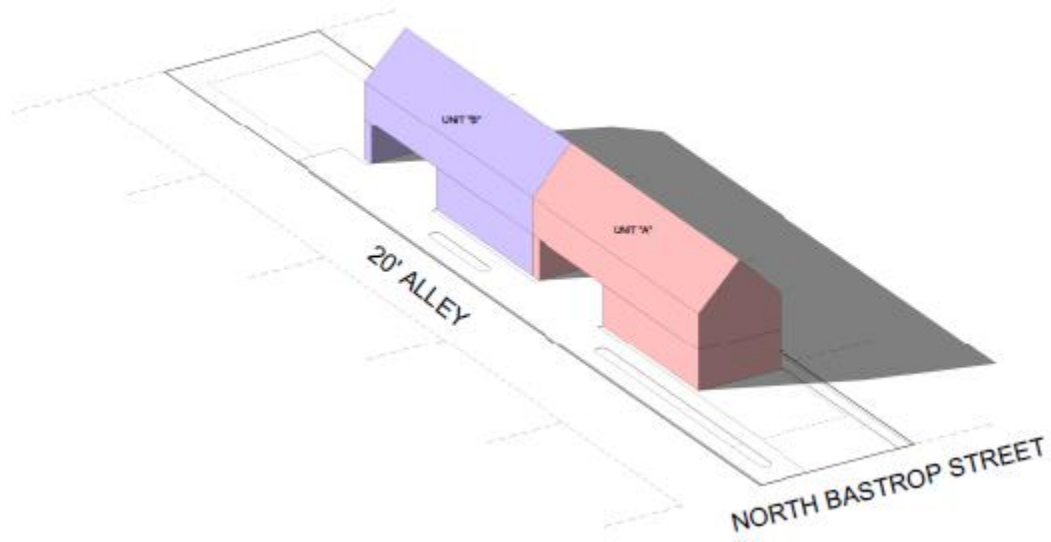
We are requesting to:

1. Zone it as TF (Two-Family) – currently it doesn't have zoning assigned ( (per zoning map downloaded from <https://www.cityofmanor.org/>), see below. Since the total lot size is 9,986 sqft, we are proposing the property to **TF (Two Family)** in support the growth of Manor TX.



Subject Property: [707 BASTROP ST TX 78653](#)

Please see below conceptual design of the proposed TF (duplex).

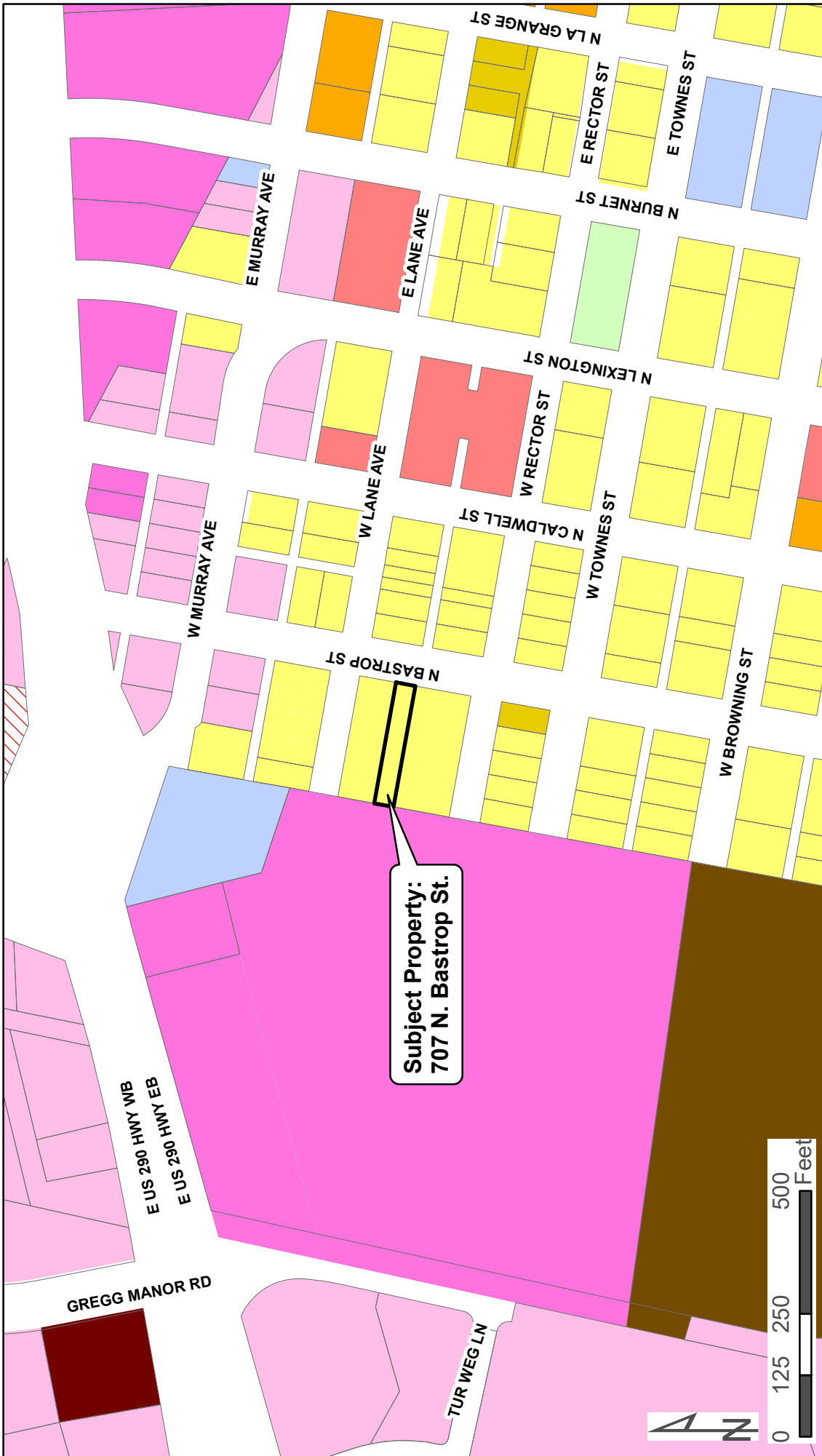


Please help to grant these requests and let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Katherine Chen'.

Katherine Chen  
Savvy ATX Realty



Subject Property:  
707 N. Bastrop St.



Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium Commercial
	C-3 - Heavy Commercial
	NB - Neighborhood Business
	DB - Downtown Business
	IN-1 - Light Industrial
	IN-2 - Heavy Industrial
	PUD - Planned Unit Development
	ETU

Item 20.





Current:  
Single Family Suburban (SF-1)

Proposed:  
Two-Family (TF)



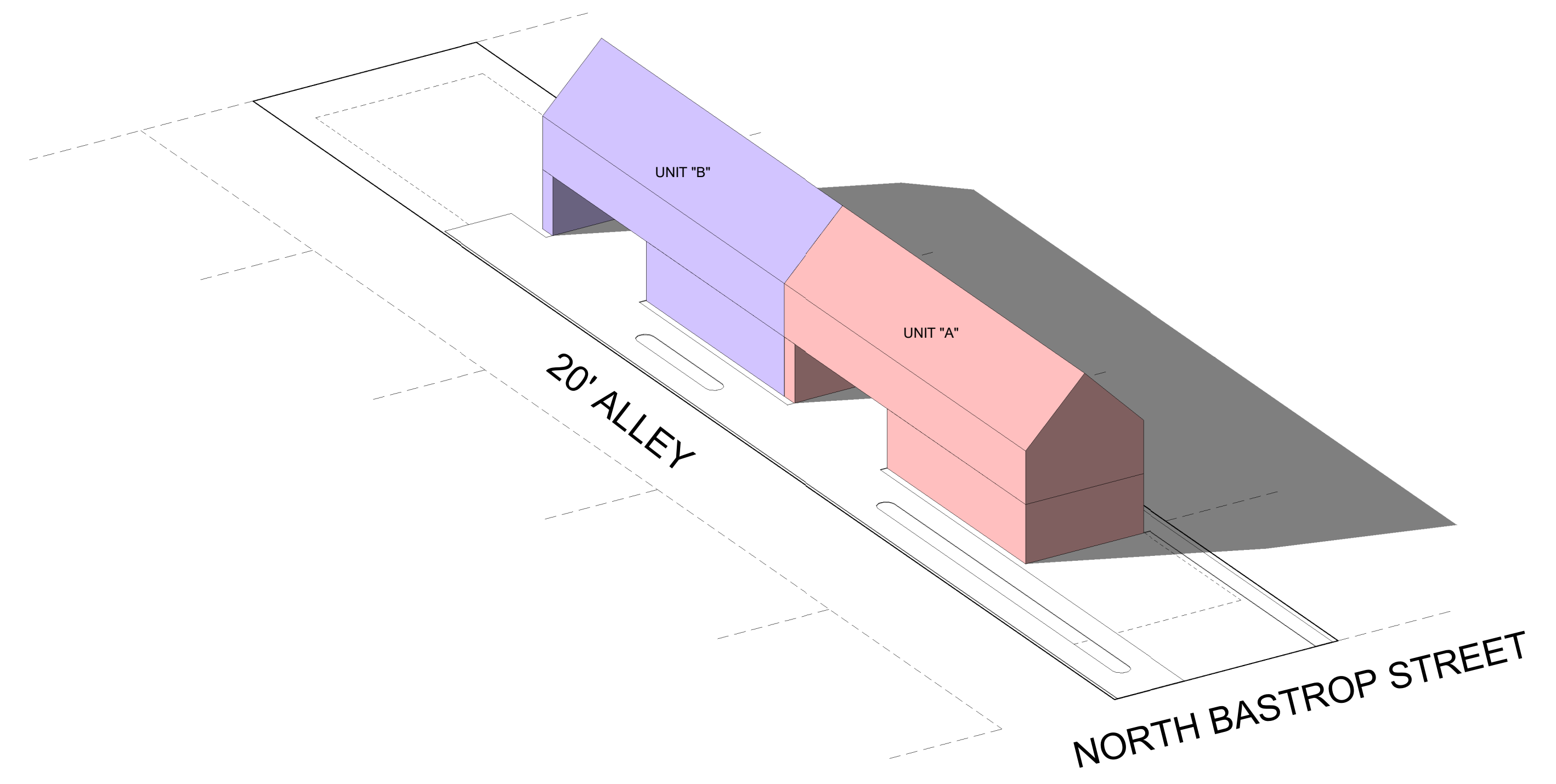
Untitled Map  
Write a description for your map.

**Legend**

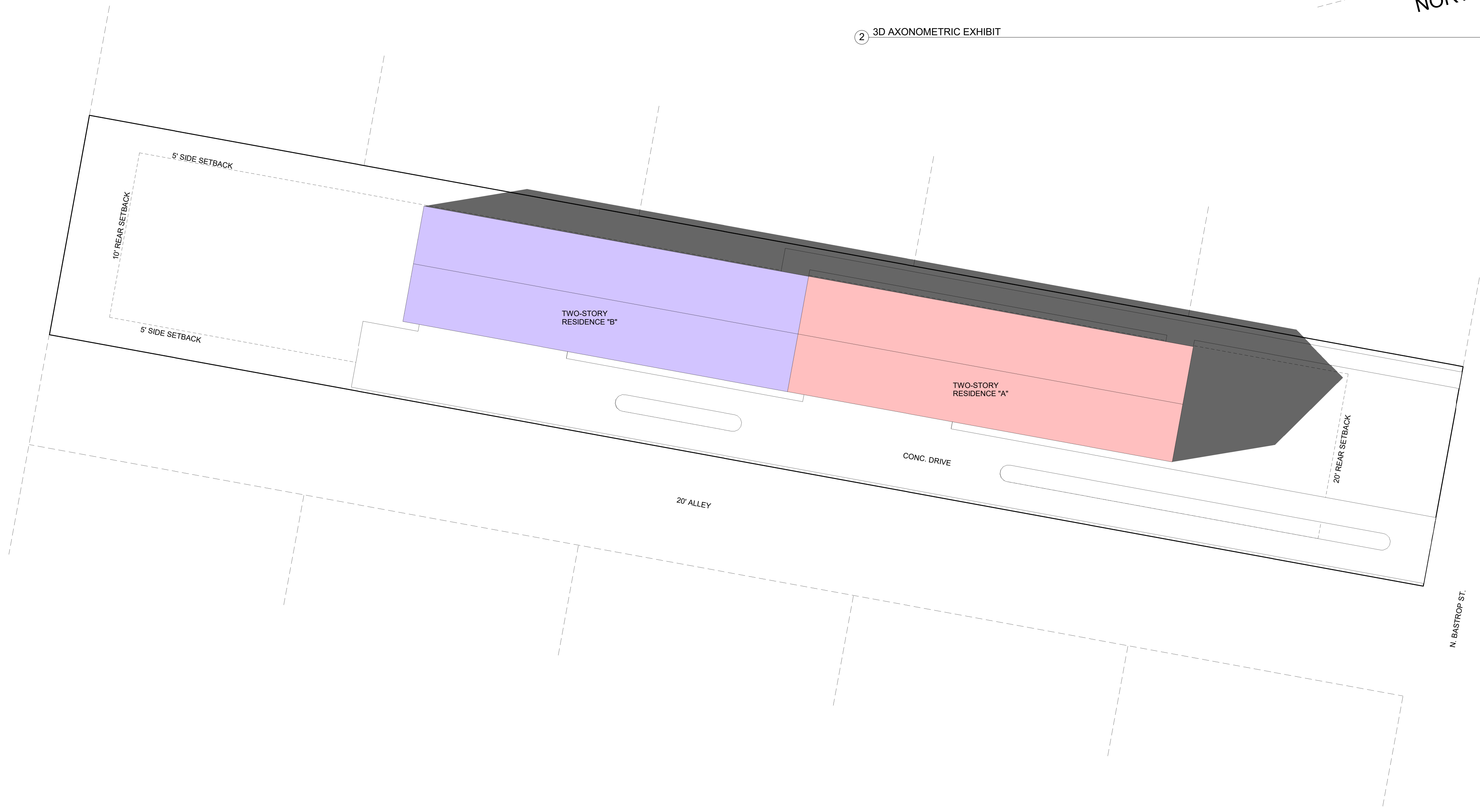
-  707 N Batrop Street Item 20.
-  CITY OF MANOR
-  Future Dental
-  MMURPHY

 707 N Batrop Street





2 3D AXONOMETRIC EXHIBIT



CONCEPT SITE PLAN INFORMATION:

LOT SIZE:	9,986 SF
BUILDING COVER:	
UNIT "A":	1,500 SF
UNIT "B":	1,500 SF
TOTAL:	3,000 SF
PAVED AREA:	
DRIVEWAY:	2,131 SF
SIDEWALK:	382 SF
TOTAL:	2,513 SF
TOTAL IMPERVIOUS COVER:	5,513 SF
IMPERVIOUS COVER %:	55.2%
PRINCIPAL STRUCTURE %:	15%
PRINCIPAL/ACCESSORY %:	30%

CONCEPT SITE PLAN

1 SITE PLAN  
1" = 10'-0"



## COMMUNITY MIXED-USE

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

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

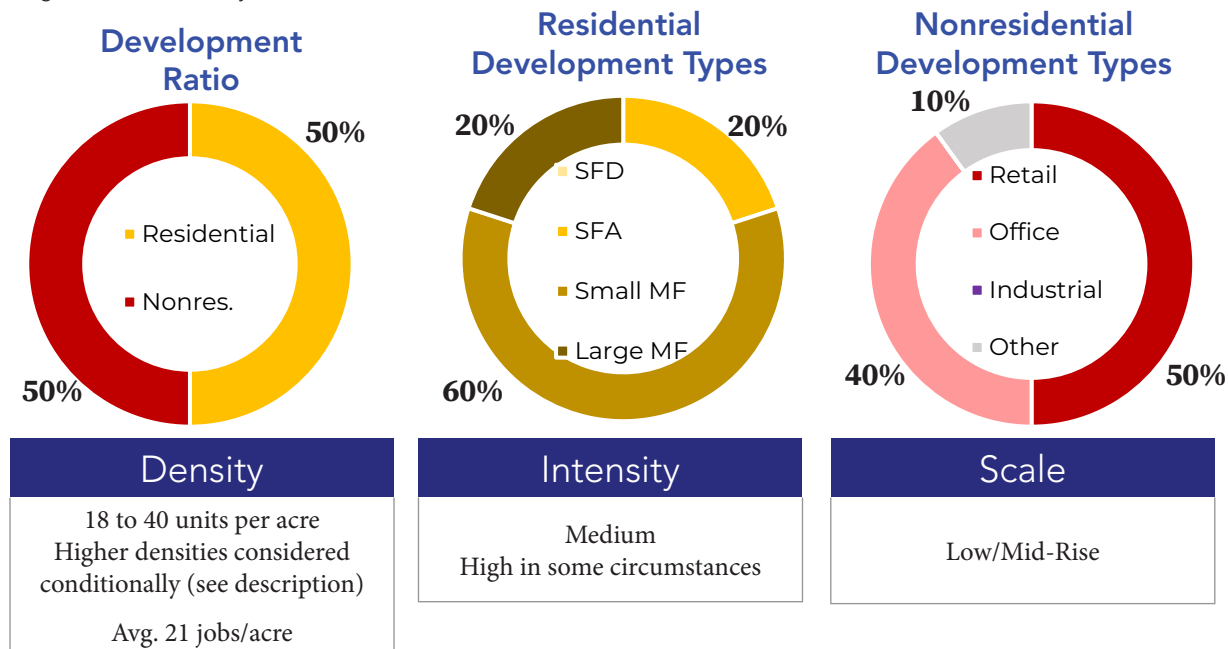
Community Mixed-Use areas allow residential units in close proximity to goods, services and civic activities, reducing residents' dependence on the car.

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

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

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

Figure 3.9. Community Mixed-Use Land Use Mix Dashboard



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



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 707 Bastrop St Rezoning SF-1 to TF  
 Case Number: 2023-P-1523-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 707 Bastrop Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on Rezoning Application for five (5) lots on .23 acres, more or less, out of the South 40 ft of Lots 6-10, Block 1, AE Lanes Addition, and being located at 707 Bastrop St, Manor, TX from Single-Family Suburban (SF-1) to Two-Family Residential (TF).**

*Applicant: SAVVY ATX REALTY LIMITED LIABILITY COMPANY*

*Owner: Wenkai Chen*

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

MARTINEZ ORALIA  
1301 CHICON ST 303  
AUSTIN TX 78702-2154

CERON AMPARO PATRICIA C & MIGUEL  
ANEL CASTILLO MENDIETA  
305 W TOWNES ST  
MANOR TX 78653-2107

PAZ NAUL MAURICIO & ZOILA MORE  
1116 CANYON MAPLE RD  
PFLUGERVILLE TX 78660-5808

JASMIN SHAKESPEARE & LINDA  
PO BOX 455 MANOR TX 78653-0455

ECKART STEPHEN  
PO BOX 170309  
AUSTIN TX 78717-0019

JACKSON BONNIE & VSYNTHIA  
LENA MCCOY  
PO BOX 985  
MANOR TX 78653-0985

GUERRERO JOSE  
& MAXIMINA CLEMENS  
307 W TOWNES ST  
MANOR TX 78653-2107

ROMERO RONALDO & ANTONIA  
5808 HERON DR  
BUDA TX US 78610

FORREST DELORES M  
3262 KESTRAL WAY  
SACRAMENTO CA 95833-9616

LOZANO BENJAMIN KEEF  
8005 Briarwood Ln  
Austin TX 78757-8111

SEPECO  
PO BOX 170309  
AUSTIN TX 78717-0019

BARRS PHYLLIS Y & SANDRA V  
& S MCCARTHER LIFE ESTATE  
13604 HARRIS RIDGE BLVD UNIT A  
PFLUGERVILLE TX 78660-8892

TREJO GERARDO &  
JENNIFER I BARAHONA DE TREJO  
801 CALDWELL ST  
MANOR TX 78653-3318

RIVER CITY PARTNERS LTD  
501 E KOENIG LN  
AUSTIN TX 78751-1426

SHAW HUGHIE L & RUBY L  
8808 CINCH LN # 1060  
AUSTIN TX 78724-5011

GARCIA EDWARD  
PO BOX 452  
MANOR TX 78653-0452

ROBINSON WALTER L  
& CURTIS ROBINSON  
3608 EAGLES NEST ST  
ROUND ROCK TX 78665-1131

LUNA BENITA GONZALEZ  
802 N BASTROP ST  
MANOR TX 78653-5430

JOHNSON ONNIE MAE LIFE ESTATE  
PO BOX 228  
MANOR TX 78653-0228

MANOR INDEPENDENT SCHOOL  
DISTR DISTRICT  
PO BOX 359  
MANOR TX 78653-0359

TURMAN THOMAS M  
21609 UNION LEE CHURCH RD  
MANOR TX 78653-5329



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).

*Applicant: DB Land Consulting LLC*  
*Owner: SAMPSG PROPERTIES LLC*

**BACKGROUND/SUMMARY:**

This property was previously requested to be zoned Neighborhood Business and Townhome in 2021 but the plan at the time was not approved. The property owner has created a new proposal with 47 townhome units in the TH area and 34,700 sf of retail and 90 apartments in two buildings in the NB area.

The Comprehensive Plan FLUM has this area as ‘Neighborhoods’ which includes Townhome units as highly appropriate. Non-residential and large apartment (12+) units are less appropriate for the Neighborhood use category. Consideration should be given that the proposed NB (retail/apartment) uses are along Old Hwy 20, which is main thoroughfare and on city and county plans is proposed to be Major Arterial. Provisions for updating the FLUM are included in the proposed Zoning Ord. Amendment so it is recommended that this zoning case be postponed until a process for updating the FLUM can be established, and this tract or portion of the tract can be requested to be changed to Neighborhood Mixed-Use or Community Mixed-Use which would better align with the developer type and scale that is proposed.

P&Z conducted the public hearing and Commission Leonard recused herself to speak against the item as she was a notified property owner. Additionally, two other neighbors spoke in opposition to this zoning. There were concerns about increased traffic on Old Hwy 20, parking in the neighborhood, light pollution, stormwater runoff, and dangers from residences being so close to the pipeline. The applicant spoke in support of the item that they had been in regular contact with the HOA to address those where possible, like being in compliance with city’s lighting and drainage codes, buffering the property, and working with the city if there was overspill parking in the neighbor with either No Parking or Resident Only parking. They also spoke to how they’d reduced the number of residential units since the last application to help address concerns about overcrowding and traffic.

P&Z voted 4-0 to postpone to a later action on this item until the Future Land Use Map can be updated.

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

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- Conceptual Plan
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance rezoning one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
			<b>X - postpone</b>

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO NEIGHBORHOOD BUSINESS (NB) AND TOWNHOME (TH); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A-1" and "A-2" (the "Property"), from Agricultural (A) to zoning district Neighborhood Business (NB) and Townhome (TH). The Property is accordingly hereby rezoned to Neighborhood Business (NB) and Townhome (TH).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.**

**Page 3**

**EXHIBIT “A-1”**

Property Address:  
12920 Old Highway 20, Manor, TX 78653

Property Legal Description – Neighborhood Business (NB):



BEING 2.15 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN SAMPSG PROPERTIES, LLC 10.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2021024032, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 2.15 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found, in the northerly right-of-way line of Old Highway 20, same being the southwest corner of said 10.00 Acre Tract, for the southwest corner hereof;

THENCE North 29 degrees 03 minutes 40 seconds East, along the easterly line of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas, along the westerly line of said 10.00 Acre Tract, 451.53 feet to an iron rod set, in said line, for the northwest corner hereof;

THENCE through said 10.00 Acre Tract, the following 3 calls:

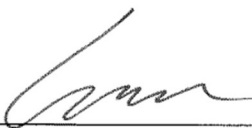
- 1: South 60 degrees 56 minutes 20 seconds East, 286.19 feet to an iron rod set;
- 2: South 29 degrees 03 minutes 40 seconds West, 40.67 feet to an iron rod set;
- 3: South 60 degrees 56 minutes 20 seconds East, 126.00 feet to an iron rod set, in the westerly line of Lot 1, Block L, Bell Farms, Phase Three, a subdivision in Travis County, Texas, recorded in Document Number 201400093, Official Public Records, Travis County, Texas, same being in the easterly line of said 10.00 Acre Tract, for the northeast corner hereof;

THENCE South 29 degrees 03 minutes 40 seconds West, along the westerly line of said Lot 1, Block L, said subdivision, along the easterly line of said 10.00 Acre Tract, 74.22 feet to an iron rod set, in said line, for a point in the easterly line hereof, from which an iron rod found, at the southeast corner of said 10.00 Acre Tract bears, South 29 degrees 03 minutes 40 seconds West, 267.21 feet;

THENCE through said 10.00 Acre Tract, North 70 degrees 30 minutes 01 seconds West, 299.62 feet to and iron rod set, and South 19 degrees 35 minutes 42 seconds West, 263.50 feet to an iron rod set, in the northerly right-of-way line of said Old Highway 20, same being in the southerly line of said 10.00 Acre Tract, for the southeast corner hereof;

THENCE North 70 degrees 30 minutes 01 seconds West, along the northerly right-of-way line of said Old Highway 20, along the southerly line of said 10.00 Acre Tract, 162.32 feet to the POINT OF BEGINNING.

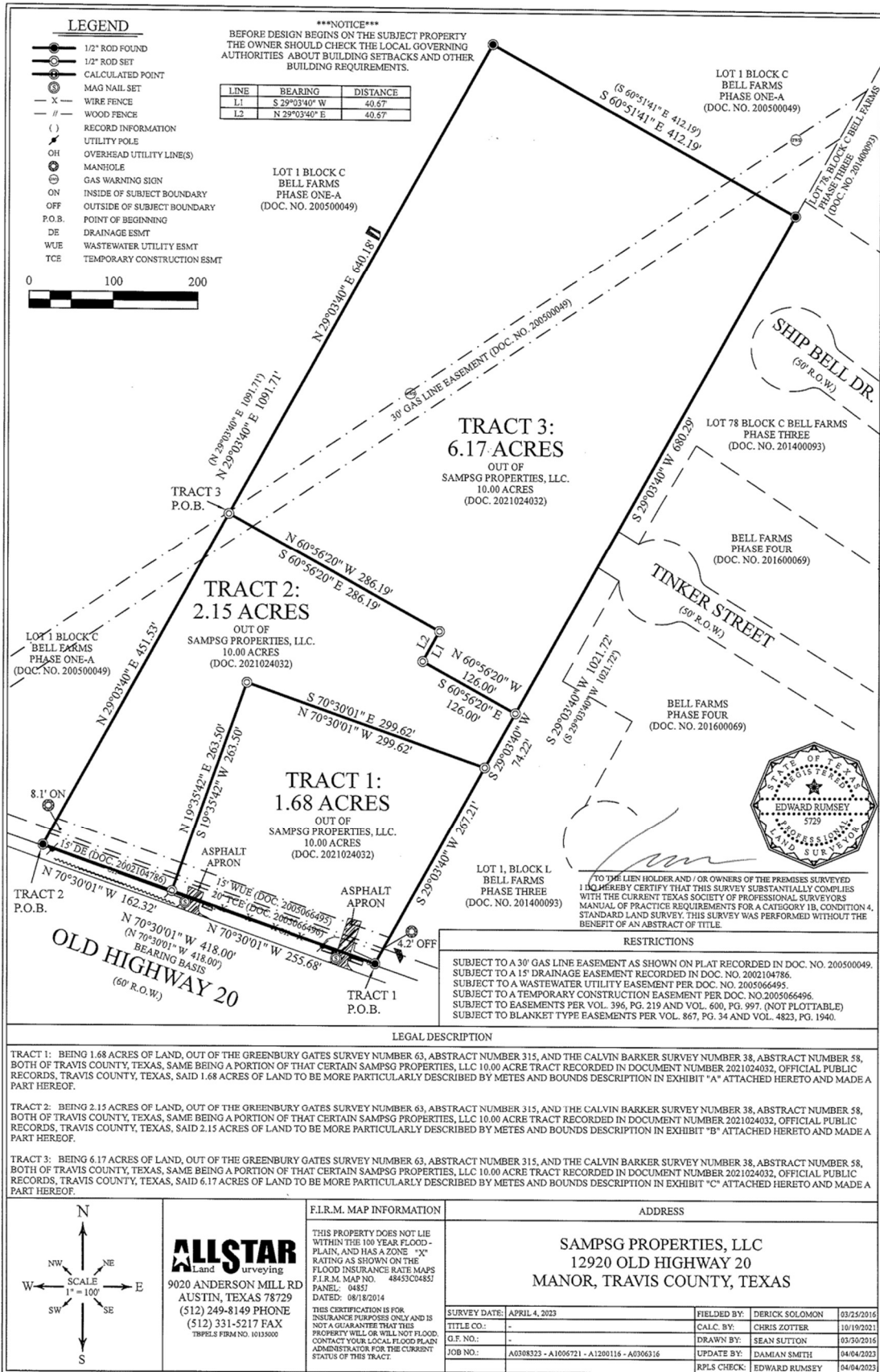
THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



EDWARD RUMSEY  
TX R.P.L.S. No. 5729  
Job No. A0308323

04-07-2023  
Date





**ORDINANCE NO.**

**Page 6**

**EXHIBIT "A-2"**

Property Address:

12920 Old Highway 20, Manor, TX 78653

Property Legal Description – Townhome (TH):

BEING 6.17 ACRES OF LAND, OUT OF THE GREENBURY GATES SURVEY NUMBER 63, ABSTRACT NUMBER 315, AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58, BOTH OF TRAVIS COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN SAMPSG PROPERTIES, LLC 10.00 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2021024032, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 6.17 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron set, in the easterly line of Lot 1, Block C, Bell Farms, Phase One-A, a subdivision in Travis County, Texas, recorded in Document Number 200500049, Official Public Records, Travis County, Texas, same being in the westerly line of said 10.00 Acre Tract; for the southwest corner hereof;

THENCE North 29 degrees 03 minutes 40 seconds East, along the easterly line of Lot 1, Block C, said subdivision, along the westerly line of said 10.00 Acre Tract, 640.18 feet to an iron rod found, at an angle point in the easterly line of said Lot 1, Block C, same being the northwest corner of said 10.00 Acre Tract, for the northwest corner hereof;

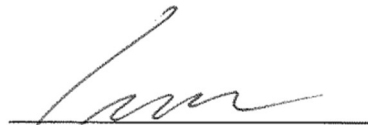
THENCE South 60 degrees 51 minutes 41 seconds East, continuing along the easterly line of said Lot 1, Block C, along the northerly line of said 10.00 Acre Tract, 412.19 feet to an iron rod found, in said line, in the westerly line of Lot 78, Block C, Bell Farms, Phase Three, a subdivision in Travis County, Texas, recorded in Document Number 201400093, Official Public Records, Travis County, Texas, same being the northeast corner of said 10.00 Acre Tract, for the northeast corner hereof;

THENCE South 29 degrees 03 minutes 40 seconds West, along the westerly line of said Lot 78, Block C & Lot 1, Block L, said subdivision, along the westerly right-of-way line of Tinker Street, along the easterly line of said 10.00 Acre Tract, 680.29 feet to an iron rod set, in said line, for the southeast corner hereof, from which an iron rod found, at the southeast corner of said 10.00 Acre Tract bears, South 29 degrees 03 minutes 40 seconds West, 341.43 feet;

THENCE through said 10.00 Acre Tract, the following 3 calls:

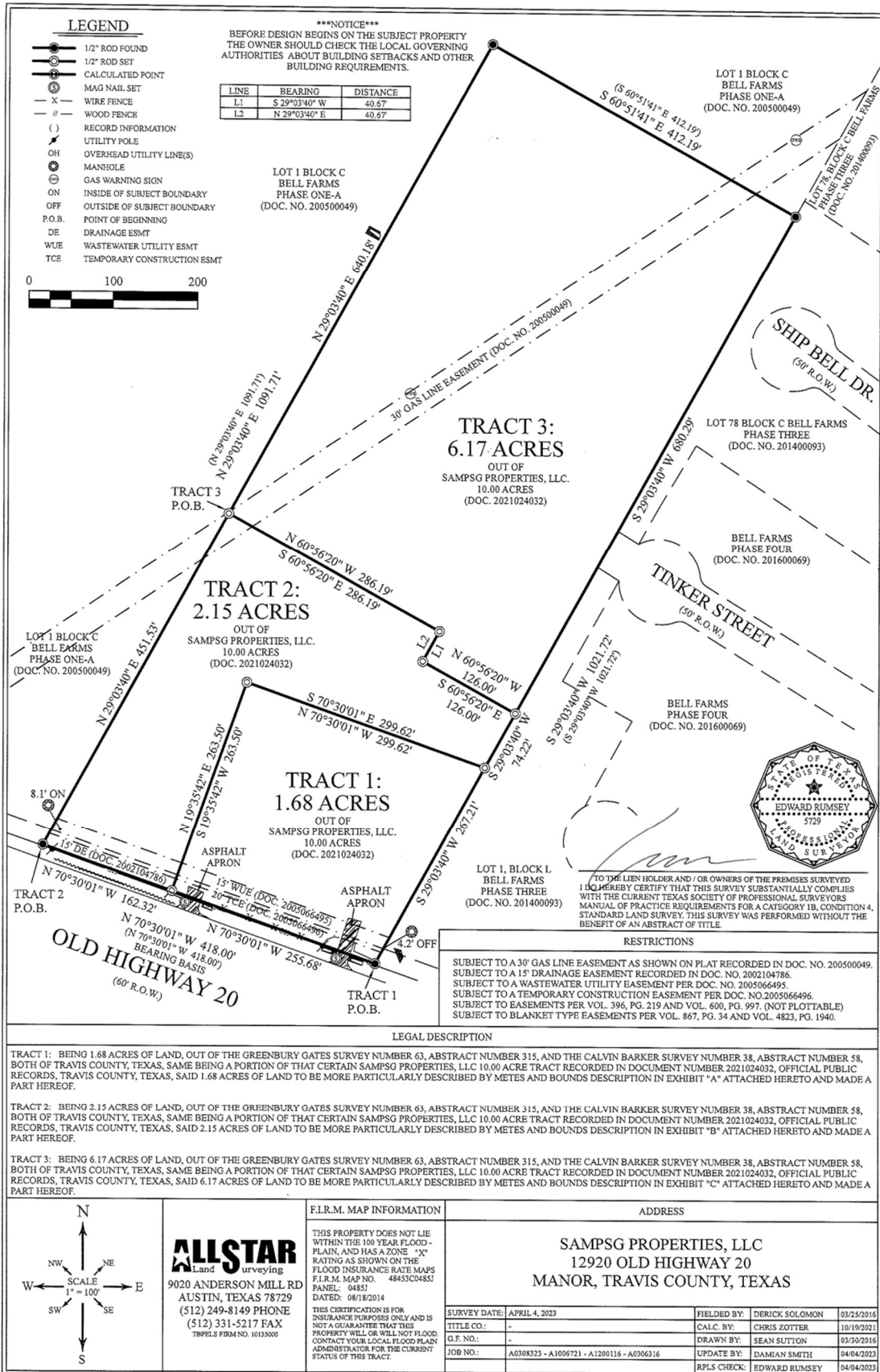
- 1: North 60 degrees 56 minutes 20 seconds West, 126.00 feet to an iron rod set;
- 2: North 29 degrees 03 minutes 40 seconds East, 40.67 feet to an iron rod set;
- 3: North 60 degrees 56 minutes 20 seconds West, 286.19 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

  
 \_\_\_\_\_  
 EDWARD RUMSEY  
 TX R.P.L.S. No. 5729  
 Job No. A0308323

04-07-2023  
 \_\_\_\_\_  
 Date





March 13, 2023

City of Manor  
Development Services  
105 E. Eggleston St.  
P.O. Box 387  
Manor, Texas 78653

Ref: Rezoning Request Letter of Intent - 12920 Old HWY 20

This Letter of Intent acknowledges the City of Manor's zoning requirements and requested details included below for TCAD Parcel: 236870 also identified and locally known as 12920 Old Highway 20, Manor, Texas 78653.

Our objective with this Rezoning Request is to provide a high-quality, townhome development at the rear of the encompassing approximately 6.0 acres out of the 10.0 acre property and mixed use multi-family apartments with retail / commercial use within 3.9 acres out of the total 10.0 acres along the frontage of Highway 20. The proposed uses are compatible with future land use planning desired Mixed Density Neighborhoods classification in the draft Comprehensive Plan Destination 2050 in order to provide missing middle housing neighborhoods and walkable retail components for the newly proposed townhomes and walkable distances to the existing established neighborhoods. Our intent for this 10.0 acre development will propose quality finishes in character with the surrounding neighborhoods and dedicated local retail locations along the right-of-way. NB zoning is requested at the frontage in addition to the existing 1.68 Acres of NB already present at the ROW.

The request as submitted is provided for review along with supporting information that allows for a sufficient and adequate review. The request promotes the health, safety and general welfare of the City and is consistent with the City's desired long range plans.

### **Future Land Use Designation**

The property has the Neighborhood designation as a part of the City's Future Land Use Map. Our development team's experience and desire to be complementary to the existing neighborhoods, combined with the City of Manor's guiding design standards will allow us to match characteristics of the surrounding areas and pursue this development as part of the Mixed-Density Neighborhood classification. This property is adjacent to and mostly surrounded by an established SF home development, the Bell Farms subdivision.

## Current Site Information

Existing zoning district: NB (1.68ACR) and A - Agriculture (8.32ACR)

Proposed zoning district: NB Total: 3.9 Acres and TH 6.0 Acres

Acreage of property to be rezoned: 8.32 ACR

Legal Description: ABS 315 SUR 63 GATES G ACR 10.00

Justification and explanation of how the proposal is in compliance with the City's Destination 2050 Comprehensive Plan.

This proposed Rezoning request meets the goals and policies of the City of Manor's Destination 2050 Plan. The policies applicable to this rezoning case are:

LU.A Encourage a balanced mix of residential, commercial, and employment uses at varying densities and intensities to reflect a gradual transition from urban to suburban to rural development.

The proposed annexation and rezoning request intends to focus on:

- Utilization of "missing middle" residential development to transition to Neighborhood Business (NB) uses and denser multi-family development at the frontage to support local neighborhood business. TH zoning will act as a desired transition between commercial and the established single-family residential uses.
- Site planning during which building location, orientation, and design are similar in character with the surrounding development.

LU.B Promote more compact, higher density, well-connected development within appropriate locations.

The proposed zoning request intends to focus on:

- Housing products and opportunities that may be missing within this neighborhood
- Integration with existing surrounding development
- Proximity to amenities (local commercial).

LU.C Promote development of diverse, accessible, complete neighborhoods across Manor.

The proposed zoning request intends to focus on:

- Providing housing types that will compliment the established neighborhoods.
- Providing local commercial amenities for the proposed development that are accessible and desirable to the adjacent, established neighborhoods

LU.I Encourage innovative forms of compact, pedestrian-friendly development and a wider array of affordable housing choices through smart regulatory provisions and incentives

The project intends to focus on:

- Walkability & Pedestrian Infrastructure: Within walking distance ( $\frac{1}{4}$  to  $\frac{1}{2}$  mile) to non-residential uses; access to quality, safe pedestrian facilities
- Subdivision: Connectivity is prioritized within a subdivision and to surrounding properties through an interconnected street network

We are not asking for deviations from code at this time and upon successful rezoning, the owners will submit a Subdivision and Site Development Plan that adheres to the City of Manor's subdivision regulations and site development regulations.

Explanation of how roads and utilities will serve the property

- This property is situated along Old Highway 20, an existing County Maintained roadway.
- Existing Utilities for Wastewater can be found along Old Highway 20 in the form of an 8" gravity fed line.
- Water supply to be provided by City of Manor.

The property's current use is a vacant lot, with no existing structures. Previously the lot served as an agricultural lot. In May of 2017, 1.68 Acres was rezoned into NB. This request, as submitted, allows the remainder of the frontage to transition to NB from Agriculture and the remainder of the 10.0 acres to TH. A strong emphasis for contact with the adjacent Bell Farms HOA to allow feedback prior to submission to the City of Manor has yielded positive feedback for the conceptual plan.

In accordance with the City of Manor's ordinances, this application has met all the checklist requirements provided by the Rezoning online application and is consistent with the City's Comprehensive Plan.

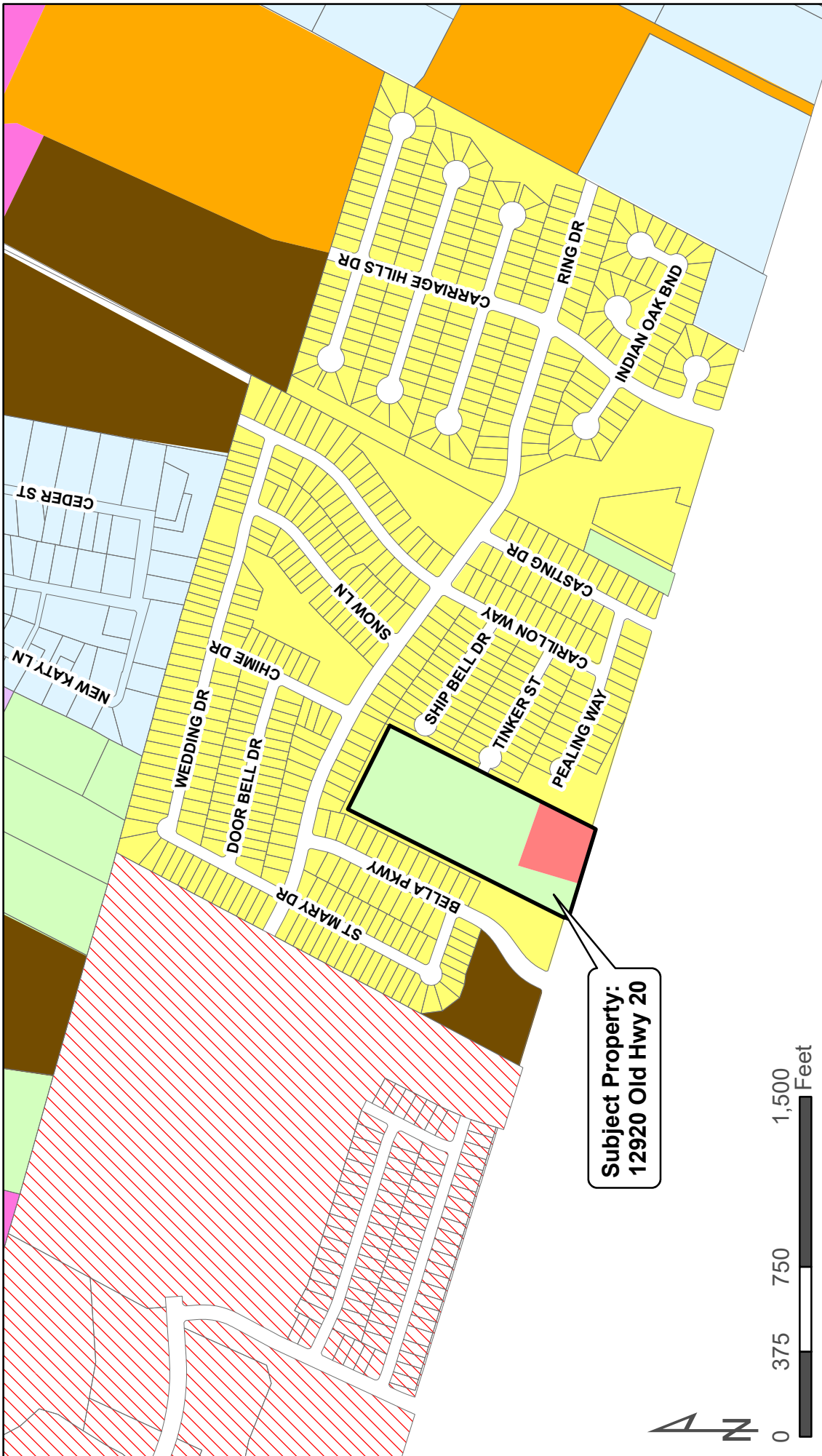
I appreciate consideration of this rezoning request, please contact me at 512-215-1433 or by email at [dianejbernal@gmail.com](mailto:dianejbernal@gmail.com), should you require additional information.

Sincerely,



Diane Bernal  
Development Consultant  
DB Land Consulting LLC  
512-215-1433 | [dianejbernal@gmail.com](mailto:dianejbernal@gmail.com)





**Subject Property:  
12920 Old Hwy 20**

**Current:  
Agricultural (A) and  
Neighborhood Business (NB)**

**Proposed:  
Townhome (TH) and  
Neighborhood Business (NB)**





Zone	
A - Agricultural	GO - General Office
SF-1 - Single Family Suburban	C-1 - Light Commercial
SF-2 - Single Family Standard	C-2 - Medium Commercial
TF - Two Family	C-3 - Heavy Commercial
TH - Townhome	NB - Neighborhood Business
MF-1 - Multi-Family 15	DB - Downtown Business
MF-2 - Multi-Family 25	IN-1 - Light Industrial
MH-1 - Manufactured Home	IN-2 - Heavy Industrial
I-1 - Institutional Small	PUD - Planned Unit Development
I-2 - Institutional Large	ETU

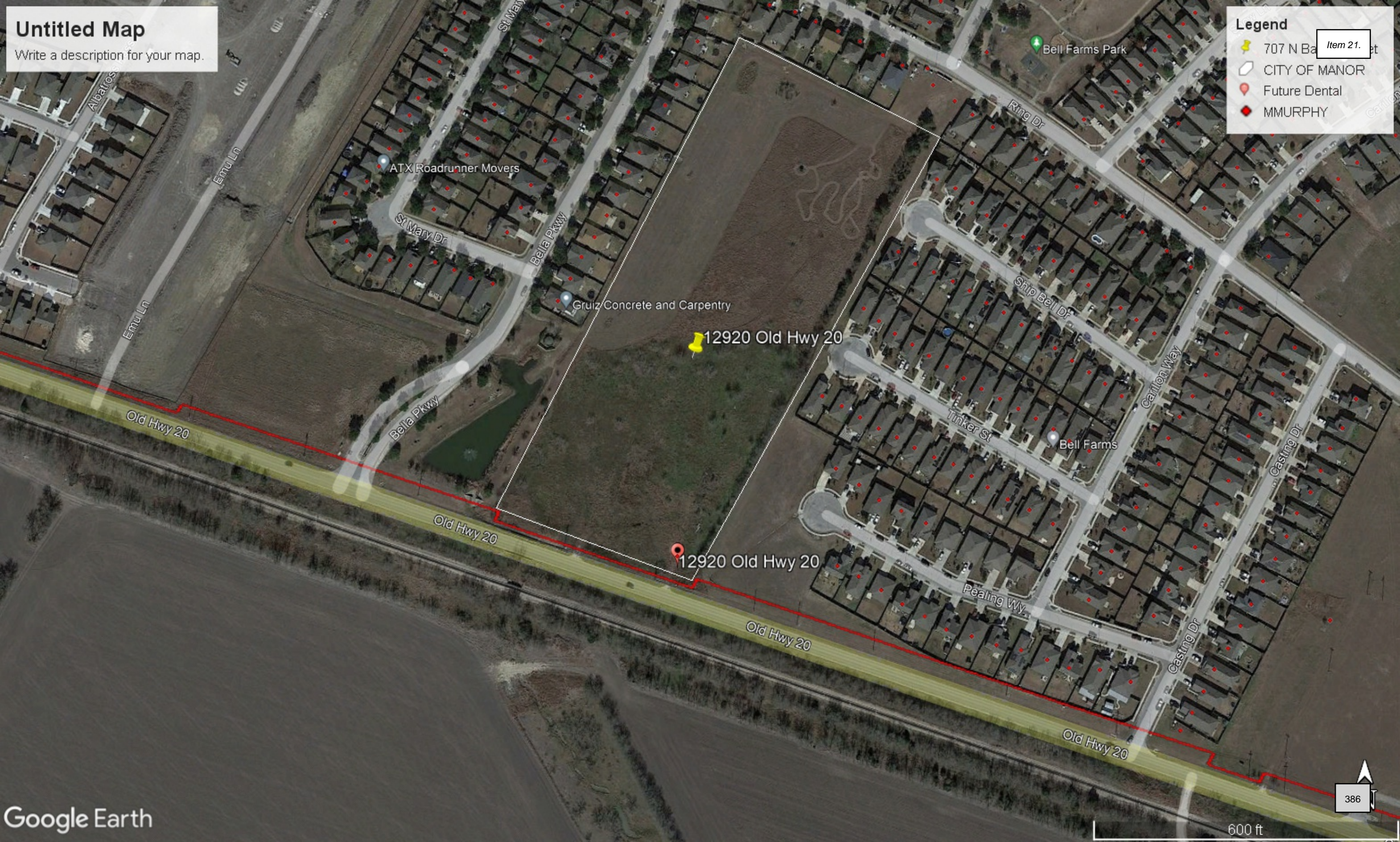
Item 21.



**Untitled Map**  
Write a description for your map.

**Legend**

-  707 N Ba Item 21. st
-  CITY OF MANOR
-  Future Dental
-  MMURPHY



DOCUMENTS ARE INCOMPLETE AND MAY NOT BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

DATE: EXP. DATE:  
1718 ARCHITECTURE, L.L.C.  
POST OFFICE BOX 23438  
SAN ANTONIO, TEXAS 78223  
INFO@1718PARTNERS.COM

THIS PLAN AND THE DESIGNS CONTAINED HEREIN ARE THE PROPERTY OF 1718 ARCHITECTURE, L.L.C. AND MARCELLO MARTINEZ AND MAY NOT BE REPRODUCED, ALL OR IN PART, WITHOUT WRITTEN CONSENT FROM MARCELLO DIEGO MARTINEZ.  
1718 ARCHITECTURE, L.L.C. IS A DESIGN FIRM, NOT AN ENGINEERING FIRM. WE DO NOT QUALIFY TO BE ONE NOR ARE WE LICENSED TO DESIGN STRUCTURAL FRAMING, WINDBRACING OR FOUNDATIONS. A LICENSED PROFESSIONAL ENGINEER SHOULD BE CONTACTED AND CONSULTED IMMEDIATELY REGARDING FRAMING, WINDBRACING AND THE FOUNDATION DESIGNS. SHOULD AN ENGINEER'S SEAL BE PRESENT ON THESE DRAWINGS, THE "ENGINEER OF RECORD" SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE, WINDBRACING AND FOUNDATION DESIGNS FOR THIS PROJECT. 1718 ARCHITECTURE, L.L.C. & MARCELLO MARTINEZ ARE NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY MATTER OR FORM IF ANY ISSUES OR PROBLEMS ARISE.

PROJECT

### Manor Development

12920 Old Hwy 20  
Manor, Texas 78653

OWNER

### Giby Parackal

giby.psginvestments@gmail.com

PROJECT NUMBER

22SV - 22Manor

### SCHEMATIC DESIGN

NO. DATE DESCRIPTION OF ISSUE

CONSULTANT

SHEET TITLE

Site Plan

DATE

8 March 2023

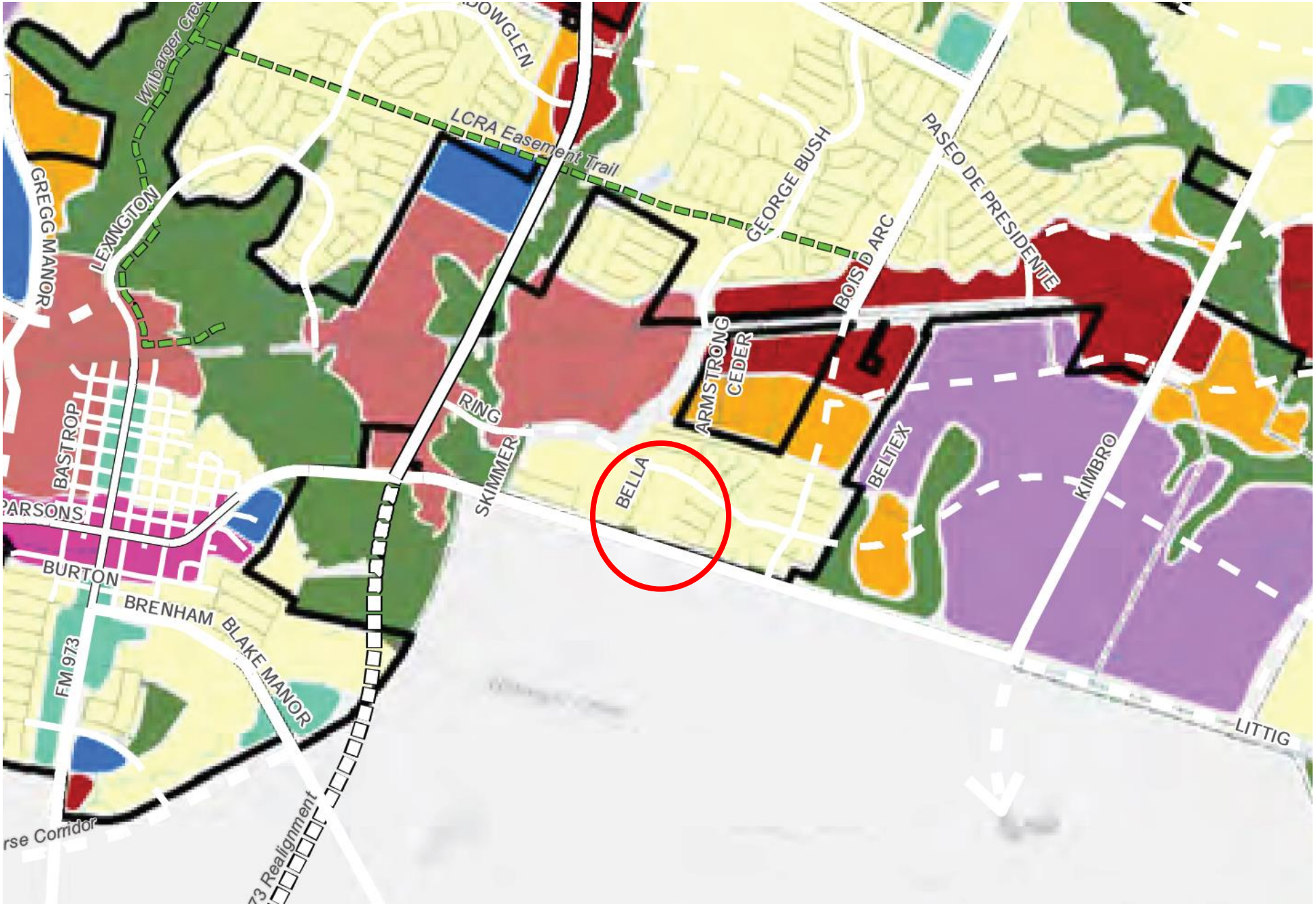
SHEET NUMBER

# A1.01



Proposed:  
47 Townhomes  
90 Apartments  
34,700 sf Retail

**1 SITE PLAN**  
1" = 40'-0"  
NORTH



## NEIGHBORHOODS

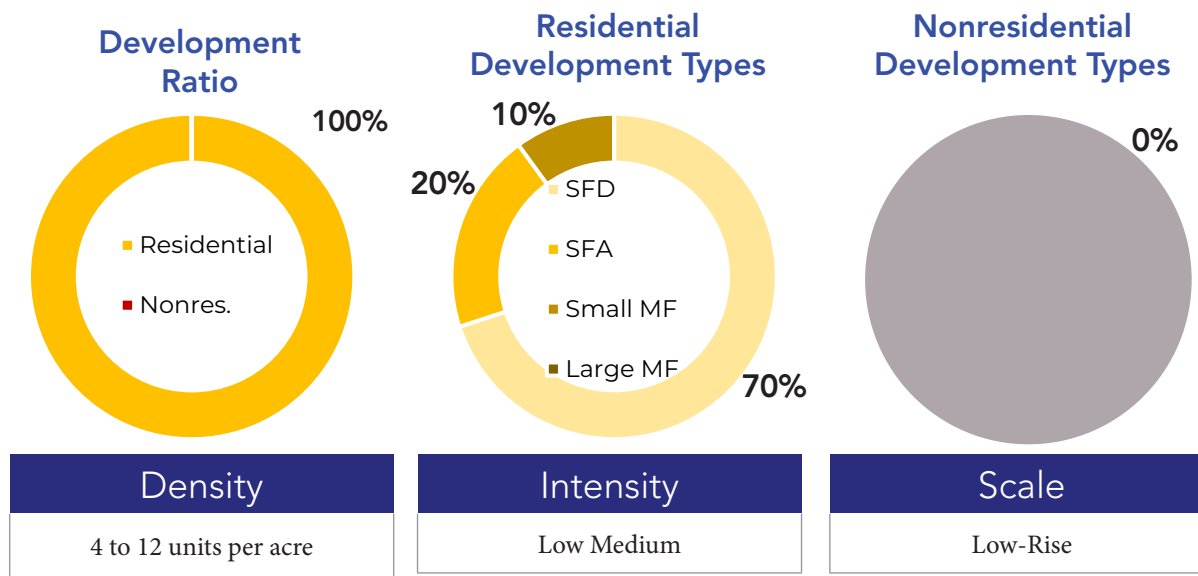
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture of housing types allows people to stay in the neighborhood even as their housing needs change, promoting long-term stability.

These housing types typically fall under the International Residential Code for one- and two-family dwellings, and can be financed via conventional Federally-backed mortgages.

While some neighborhood areas are currently adjacent to commercial centers, a more appropriate transition between the two would be the Mixed-Density Neighborhood land use categories.

Neighborhood lots are typically 5,000 square feet to 15,000 square feet for one- and two-family homes, with townhome lots being between 2,000 square feet and 3,000 square feet. Given the density expectations, smaller lot sizes should be offset by open space with an emphasis on creating interconnected greenways that connect neighborhoods to one another and to jobs, services, and parks.

Figure 3.4. Neighborhoods Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●●●●○	Appropriate overall, but with this housing type being so prominent in the City currently, seek to integrate with other forms of housing to create diversity and housing choice. Encourage diversity of lot sizes. Encourage joint driveways, alley access and rear parking.
SFD + ADU	●●●●●	Lot and site design should accommodate an ADU to the side or rear; ADU should be clearly secondary to the primary residence.
SFA, Duplex	●●●●●	Similar in character and lot standards to single-family detached; Joint/shared driveways encouraged, as well as alleys and rear parking; ADUs can be included consistent with the above.
SFA, Townhomes and Detached Missing Middle	●●●●●	Townhouses and Bungalow Courts should include at least 4 units, Pocket Neighborhoods 8-12 units. Functions best at corner properties (excluding townhomes). Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking. ADUs consistent with above.
Apartment House (3-4 units)	●●●●○	Can be part of a diverse housing type palette within the Neighborhood category. Similar in character and lot standards to SFD; functions best at corner properties. Encouraged especially when retail/services are nearby. Encourage joint driveways, alley access and rear parking.
Small Multifamily (8-12 units)	●●●○○	Scale is not typically appropriate with neighborhood-scale, unless adjacent to Neighborhood Mixed Use. May be appropriate as a transitional use from land use categories containing nonresidential uses.
Large Multifamily (12+ units)	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Mixed-Use Urban, Neighborhood Scale	●○○○○	
Mixed-Use Urban, Community Scale	●○○○○	Not considered appropriate.
Shopping Center, Neighborhood Scale	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Neighborhoods.
Shopping Center, Community Scale	●○○○○	Not considered appropriate.
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
Civic	●●●●●	Considered supportive to the function and livability of this future land use category; government buildings, schools and community facilities can serve as activity hubs within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 12920 Old Hwy 20 Rezoning from A to NB and TH  
 Case Number: 2023-P-1524-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

**The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 101 W Boyce, Manor, TX. The request will be posted on the agenda as follows:**

**Public Hearing: Conduct a public hearing on Rezoning Application for one (1) lot on 10 acres, more or less, out of the Gates G Survey 63, Abstract 315 and being located at 12920 Old Hwy 20, Manor, TX from Agriculture (A) to Neighborhood Business (NB) and Townhome (TH).**

*Applicant: DB Land Consulting LLC*

***Owner: SAMPSG PROPERTIES LLC***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

MERAZ GRACIELA A & ALEJANDRO  
12828 RING DR  
MANOR, TX 78653-4684

MCINTOSH JACOB RYAN &  
ETHAN MCINTOSH  
11403 W CARRIE MANOR ST  
MANOR, TX 78653-5370

LE THERESA T & PHUC T PHAN  
12820 RING DR  
MANOR, TX 78653-4684

REYES LUIS & MARIA  
12816 RING DR  
MANOR, TX 78653-4684

DAVILA JULIANA  
12812 RING DR  
MANOR, TX 78653-4684

DELGADO GERARDO  
1548 COUNTY ROAD 394  
HUTTO, TX 78634-3235

MOORE SHARON Y  
12804 RING DR  
MANOR, TX 78653-4684

VARGAS MANUEL & USVALDO  
12800 RING DR  
MANOR, TX 78653-4684

MAGALLANEZ EDWARD G JR  
12712 RING DR  
MANOR, TX 78653-4682

WASHINGTON-WOOLEY  
SHENIQUA  
12708 RING DR  
MANOR, TX 78653-4682

ZARCO ARTURO ESQUIVEL  
12800 CHIME DR  
MANOR, TX 78653-4685

MARTINEZ MATILDE  
12804 CHIME DR  
MANOR, TX 78653-4685

SATHYAN PRATHEESH & NEENA  
SREELAYA  
18607 W THOMAS SHORE DR  
CYPRESS TX 77433

HERNANDEZ MAYRA A &  
CIRO L MEDINA  
17700 BOARDTREE DR  
ELGIN TX 78621-2175

ASBELL TROY  
12909 RING DR  
MANOR, TX 78653-5187

ANDERSON WALTER JAMES JR &  
WEI ZHANG  
721 MAMMOTH RD  
MANCHESTER, NH 03104-4555

CEBALLOS VICTOR HUGO  
12917 RING DR  
MANOR, TX 78653-5187

LUNA RAMIRO VASQUEZ  
1205 SHAGBARK RD  
NEW LENOX IL 60451-2412

MARTINEZ-CAVAZOS FRANCISCO J &  
ADRIANA HERNANDEZ-ZUNIGA  
12925 RING DR  
MANOR, TX 78653-5187

ALEXANDER JERRY LEE & MICHAEL D  
12905 RING DR  
MANOR, TX 78653-5187

CATES JENNIFER E  
12833 RING DR  
MANOR, TX 78653-4684

KEAVENY JAMES P & SANDRA WILSON  
12829 RING DR  
MANOR, TX 78653-4684

LUCIANO KRYSTAL N & ELVIN LOZANO  
12825 RING DR  
MANOR, TX 78653-4684

LEONARD MATTHEW B & JULIE  
12821 RING DR  
MANOR, TX 78653-4684

POTTER KAREN SUE & WAYNE M  
12809 RING DR  
MANOR, TX 78653-4684

VILLAFRANCA UBALDO  
12813 RING DR  
MANOR, TX 78653-4684

DOMEL MASON N  
12817 RING DR  
MANOR, TX 78653-4684

TAPIA LISA L  
12900 SHIP BELL DR  
MANOR, TX 78653-4953

CASHION WILLIAM HOWARD  
12904 SHIP BELL DR  
MANOR, TX 78653-4953

BARTON JONATHAN & VICTORIA  
12908 SHIP BELL DR  
MANOR, TX 78653-4953



SANCHEZ JOSE D ESPARZA &  
PATRICIA FLORES  
12912 SHIP BELL DR  
MANOR, TX 78653-4953

SMITH JEREMY W &  
CANDICE MARIE AREL SMITH  
12916 SHIP BELL DR  
MANOR, TX 78653-4953

ORTUNO PALOMA HERNANDEZ &  
DOUGLAS R RODRIGUEZ FLORES  
12920 SHIP BELL DR  
MANOR, TX 78653-4953

SIMMONS JASMINE & TIMOTHY  
7940 SHOAL CREEK BLVD STE 200  
AUSTIN, TX 78757-7587

HILL DEJA G  
12901 SHIP BELL DR  
MANOR, TX 78653-4953

FORD JOEL S & ALICIA E  
ESPINOZA  
12924 SHIP BELL DR  
MANOR, TX 78653-4953

SEPHUS LATANIA NICOLE  
12917 SHIP BELL DR  
MANOR, TX 78653-4953

DIAZ KARINA P TORRES & PEDRO  
L  
HERNANDEZ ZEPEDA  
12913 SHIP BELL DR  
MANOR, TX 78653-4953

HORTON JANET  
12909 SHIP BELL  
MANOR, TX 78653-4953

SVANDA STACIE  
12900 TINKER ST  
MANOR, TX 78653-2022

RAMIREZ WILLIAM OMAR  
12925 SHIP BELL DR  
MANOR, TX 78653-4953

JONES MARVIN L & POLLY M  
12921 SHIP BELL  
MANOR, TX 78653-4953

YEE VINCENT & ANA M  
12904 TINKER ST  
MANOR, TX 78653-2022

RANDORF KRISTINA & JASON  
12908 TINKER ST  
MANOR, TX 78653-2022

HEREDIA ERWIN G  
12912 TINKER ST  
MANOR, TX 78653-2022

RICHEY DENISE  
12916 TINKER ST  
MANOR, TX 78653-2022

1919 MAGRODA LLC  
15301 SISTERS CIR  
AUSTIN, TX 78717-5099

LOPEZ JAZMIN TELLEZ &  
SEVERINO M  
12924 TINKER ST  
MANOR, TX 78653-2022

TULLOS NATASHA & ALEX TULLOS  
12901 TINKER ST  
MANOR, TX 78653-2022

MCMILLAN BRITTANY MARI  
12905 TINKER ST  
MANOR, TX 78653-2022

SOSA JESUS RUIZ & YOLANDA  
AGUILAR & YENIS HERNANDEZ  
SALVADOR  
12909 TINKER ST  
MANOR, TX 78653-2022

GUERRERO LAWRENCE &  
ROSE MARIE VEGA  
12913 TINKER ST  
MANOR, TX 78653-2022

MACAREZ KARINE ELISABETH &  
JULIEN BERNARD MESENGE  
12917 TINKER ST  
MANOR, TX 78653-2022

WRIGHT BRANDY  
12921 TINKER ST  
MANOR, TX 78653-2022

VACLAVICK CAROL & ELLEN WRIGHT  
12925 TINKER ST  
MANOR, TX 78653-2022

SANTIKOS DEMETRIOS JOHN  
12904 PEALING WAY  
MANOR, TX 78653-2019

VITAL MARIA DEL PATROSINIO &  
WALTER ANTONIO CASTRO  
12908 PEALING WY  
MANOR, TX 78653-2019

RUIZ-MONDRAGON GERARDO  
1218 BONNIE BREA ST  
AUSTIN, TX 78753-4503

KURNOW MARK & CARRIE LANCE  
5308 CORAL REEF WAY  
LAKEWOOD FL 34211

BELL FARMS MASTER COMMUNITY INC  
% PS PROPERTY MANAGEMENT  
PO BOX 7079  
ROUND ROCK, TX 78683-7079

ESCOBBAR VERANDA A &  
JESSE ESCOBAR SR  
12600 SAINT MARYS DR  
MANOR, TX 78653-4598

CADENA MANUELA  
12604 SAINT MARYS DR  
MANOR, TX 78653-4598

MORAN MONICA & RYAN S.  
VISSOTZKY  
12608 ST MARYS DR  
MANOR, TX 78653-4598

WALLACE H DALTON  
PO BOX 1119  
DRIPPING SPRINGS TX 78620

CRUZ MELISSA A &  
DAMARCUS L DASHER  
12700 BELLA PKWY  
MANOR, TX 78653-4597

URQUIZA ANA ANTUNEZ  
12744 BELLA PKWY  
MANOR, TX 78653-4597

LEE NELSON  
12740 BELLA PKWY  
MANOR, TX 78653-4597

CZERNY JOSE A  
12736 BELLA PKWY  
MANOR, TX 78653-4597

PENA LETICIA & ERNESTO  
12732 BELLA PARKWAY  
MANOR, TX 78653-4597

SMITH VANESSA D &  
MIKEL E SATTERWHITE  
12728 BELLA PKWY  
MANOR, TX 78653-4597

JACKSON LAKILIA N  
12724 BELLA PKWY  
MANOR, TX 78653-4597

RODRIGUEZ MONIQUE N  
1904 RALPH C CRAIG LN  
AUSTIN, TX 78748-4002

ALVARADO ALEJANDRO & DOLORES  
12716 BELLA PKWY  
MANOR, TX 78653-4597

VAZQUEZ EUTIQUIA  
12712 BELLA PKWY  
MANOR, TX 78653-4597

JONES THERESA A  
12708 BELLA PKWY  
MANOR, TX 78653-4597

MARTINEZ CHRISTOPHER S &  
CHRISTIAN N  
12704 BELLA PKWY  
MANOR, TX 78653-4597

LEVARIO ELSA L  
12753 BELLA PKWY  
MANOR, TX 78653-4597

MIRANDA CONSEPCION A & STEVEN J  
12749 BELLA PKWY  
MANOR, TX 78653-4597

GUZMAN SANTOS & LETICIA JAIMES  
12754 BELLA PKWY  
MANOR, TX 78653

THOMAN MARYANN & MARK P  
12741 BELLA PKWY  
MANOR, TX 78653-4597

RODRIGUEZ DIANE & BENJAMIN  
12737 BELLA PKWY  
MANOR, TX 78653-4597

LIU CHANGFU  
1109 WILLIAMS WAY  
CEDAR PARK TX 78613-4344

VILLAREAL RUTH PAJARILLO  
REVOCABLE TRUST  
UNIT 315  
838 PINE AVE  
LONG BEACH, CA 90813-5828

OLLINGER KENNETH J  
9115 LOCKWOOD SPRINGS RD  
MANOR, TX 78653-4815

GOMEZ MARIA & LUIS HERNANDEZ  
12721 BELLA PKWY  
MANOR, TX 78653-4597

MANUEL MILDRED A  
7241 FAIR OAK DR  
HANOVER, MD 21076-1482

NORRIS DARIAN KELLEY &  
SHELBY NICOLE DAVIS  
12713 BELLA PKWY  
MANOR, TX 78653-4597

VEGA ADRIAN SANCHEZ  
12709 BELLA PKWY  
MANOR, TX 78653-4597

JUSTICE EVANGULA R  
12705 BELLA PKWY  
MANOR, TX 78653-4597

MENDOZA ROLANDO FRANCISCO  
MORENO & ZULMA CRISTINA HERREJON  
ORTIZ  
12701 BELLA PKWY  
MANOR, TX 78653-4597

GERMAN MARIA  
12832 RING DR  
MANOR TX 78653

JIMENEZ GABRIEL  
12909 PEALING WAY  
MANOR TX 78653-2019

GREENVIEW DEVELOPMENT 157 LP  
501 VALE ST  
AUSTIN TX 78746



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).

*Applicant: Westwood Professional Services*

*Owner: Lone Star Electric*

**BACKGROUND/SUMMARY:**

This property was recently annexed into the city limits. They are lots within the Manor Commercial Park, which is an industrial business park. The owner has a site plan in review to construct two industrial buildings and associated site improvements. The default zoning after annexation is Agricultural which is why the property currently has that zoning designation.

The Comprehensive Plan FLUM has this area as ‘Employment Center’ which has uses that are consistent with IN-1 Light Industrial.

P&Z conducted the public hearing and found it in compliance with the Comp Plan. They voted 5-0 to approve

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance rezoning 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A" (the "Property"), from Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.**

**Page 3**

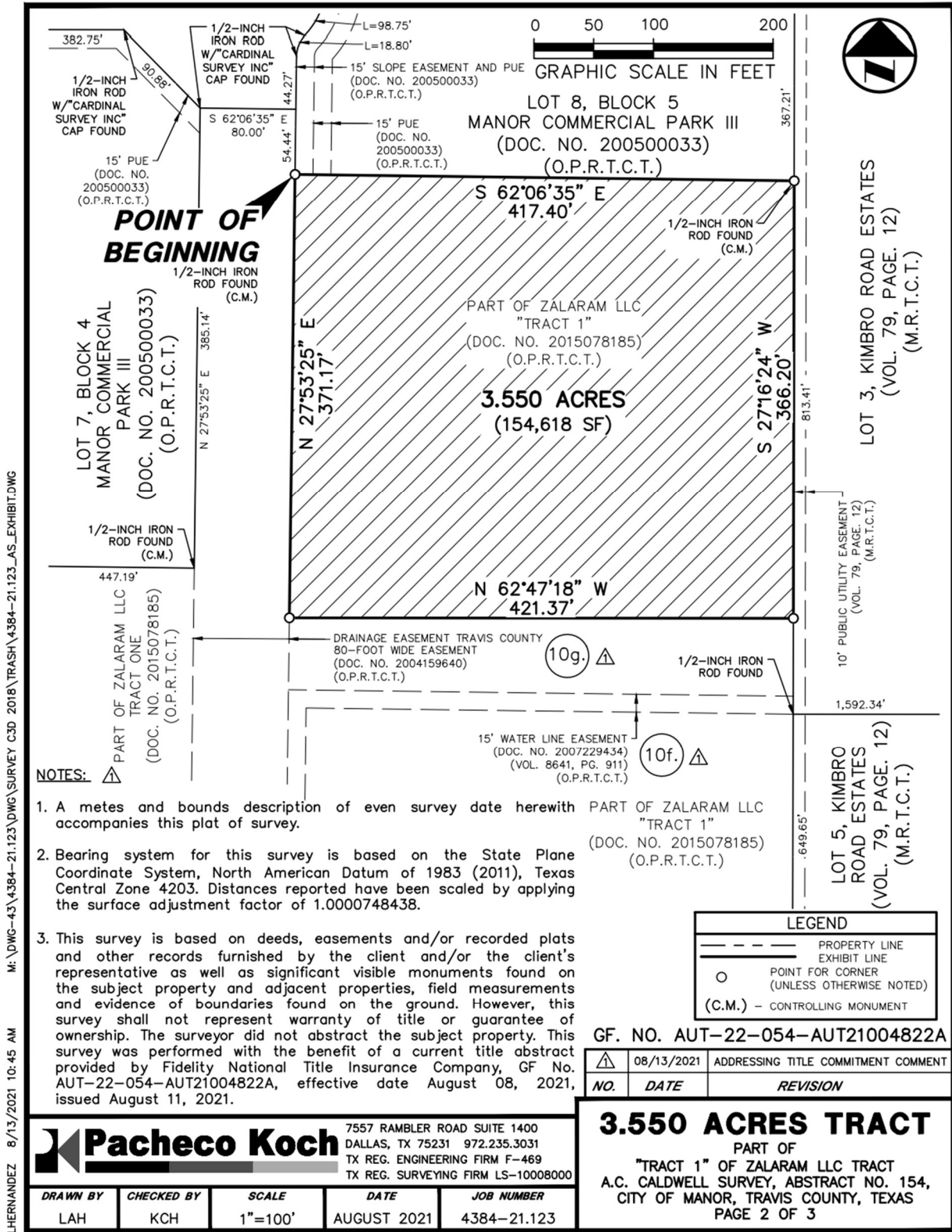
**EXHIBIT "A"**

Property Legal Description:

Lots 6, 7 and 8, Block 5, Manor Commercial Park III, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 200500033, Official Public Records of Travis County, Texas and a 3.550 acre tract more particularly described as follows:







- NOTES:**
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
  2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas Central Zone 4203. Distances reported have been scaled by applying the surface adjustment factor of 1.0000748438.
  3. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title abstract provided by Fidelity National Title Insurance Company, GF No. AUT-22-054-AUT21004822A, effective date August 08, 2021, issued August 11, 2021.

**LEGEND**

---	PROPERTY LINE
- - -	EXHIBIT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	- CONTROLLING MONUMENT

GF. NO. AUT-22-054-AUT21004822A

NO.	DATE	REVISION
△	08/13/2021	ADDRESSING TITLE COMMITMENT COMMENT

**Pacheco Koch**  
 7557 RAMBLER ROAD SUITE 1400  
 DALLAS, TX 75231 972.235.3031  
 TX REG. ENGINEERING FIRM F-469  
 TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
LAH	KCH	1"=100'	AUGUST 2021	4384-21.123

**3.550 ACRES TRACT**  
 PART OF  
 "TRACT 1" OF ZALARAM LLC TRACT  
 A.C. CALDWELL SURVEY, ABSTRACT NO. 154,  
 CITY OF MANOR, TRAVIS COUNTY, TEXAS  
 PAGE 2 OF 3

M:\DWG-43\4384-21.123\DWG\SURVEY C-3D 2018\TRASH\4384-21.123\_AS\_EXHIBIT.DWG 8/13/2021 10:45 AM LHERNANDEZ

**NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS**

10f. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mansville Water Supply Corp.  
Purpose: As provided in said instrument  
Recording No: Volume 8641, Page 911, Real Property Records, Travis County, Texas. Does not affect the subject property as shown hereon.

10g. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Travis County  
Purpose: As provided in said instrument  
Recording No: Document No. 2004159640, Official Public Records of Travis County, Texas. Does not affect the subject property as shown hereon.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the exhibit tract described.

*Kyle Harris* 08/13/2021  
Kyle Coleman Harris Date  
Registered Professional  
Land Surveyor No. 6266



M:\DWG-43\4384-21.123\DWG\SURVEY C.3D 2018\TRASH\4384-21.123\_AS\_EXHIBIT.DWG  
LHERNANDEZ 8/13/2021 10:45 AM

GF. NO. AUT-22-054-AUT21004822A

△	08/13/2021	ADDRESSING TITLE COMMITMENT COMMENT
NO.	DATE	REVISION



7557 RAMBLER ROAD SUITE 1400  
DALLAS, TX 75231 972.235.3031  
TX REG. ENGINEERING FIRM F-469  
TX REG. SURVEYING FIRM LS-10008000

**3.550 ACRES TRACT**  
PART OF  
"TRACT 1" OF ZALARAM LLC TRACT  
A.C. CALDWELL SURVEY, ABSTRACT NO. 154,  
CITY OF MANOR, TRAVIS COUNTY, TEXAS  
PAGE 3 OF 3

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
LAH	KCH	NONE	AUGUST 2021	4384-21.123

March 17, 2023  
PK No.: 4384-21.123

**Mr. Scott Dunlap**  
**CITY OF Manor**  
Planning Department  
105 E Eggleston Street  
Manor, Texas 78653

Re: **LETTER OF INTENT**  
**Rezoning Application**  
*Manor, Travis County, Texas*

Dear Mr. Dunlap:

We are proposing the rezoning of the properties located at the below addresses:

Travis County Property ID 711108, 711107, 711106, 962893

A supporting location map of these properties is provided. The properties are currently in the ETJ and is currently a vacant site that is being annexed into the city.. We are proposing to rezone the properties as a Light Industrial. The purpose and intent of the LI zoning district is to develop an a 2 building warehouse development that compliments the surrounding land uses and meets the intent of the City of Manor.

If you have any questions regarding the enclosed items or need any additional information, please call me at your convenience.

Sincerely,



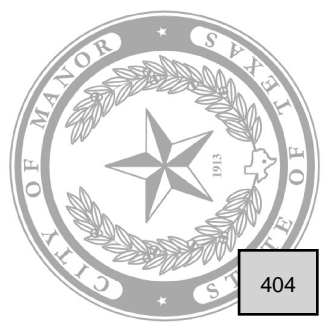
Clayton Stolle, P.E.



**Subject Property:  
13.98 Acres**




- Zone**
- A - Agricultural
  - SF-1 - Single Family Suburban
  - SF-2 - Single Family Standard
  - TF - Two Family
  - TH - Townhome
  - MF-1 - Multi-Family 15
  - MF-2 - Multi-Family 25
  - MH-1 - Manufactured Home
  - I-1 - Institutional Small
  - I-2 - Institutional Large
  - GO - General Office
  - C-1 - Light Commercial
  - C-2 - Medium Commercial
  - C-3 - Heavy Commercial
  - NB - Neighborhood Business
  - DB - Downtown Business
  - IN-1 - Light Industrial
  - IN-2 - Heavy Industrial
  - PUD - Planned Unit Development
  - ETU

**Current:**  
 Agricultural (A)  
  
**Proposed:**  
 Light Industrial (IN-1)



**Lone Star Electric**  
Write a description for your map.

**Legend**

-  CITY OF Item 22.
-  Future Dental
-  MMURPHY





## EMPLOYMENT

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

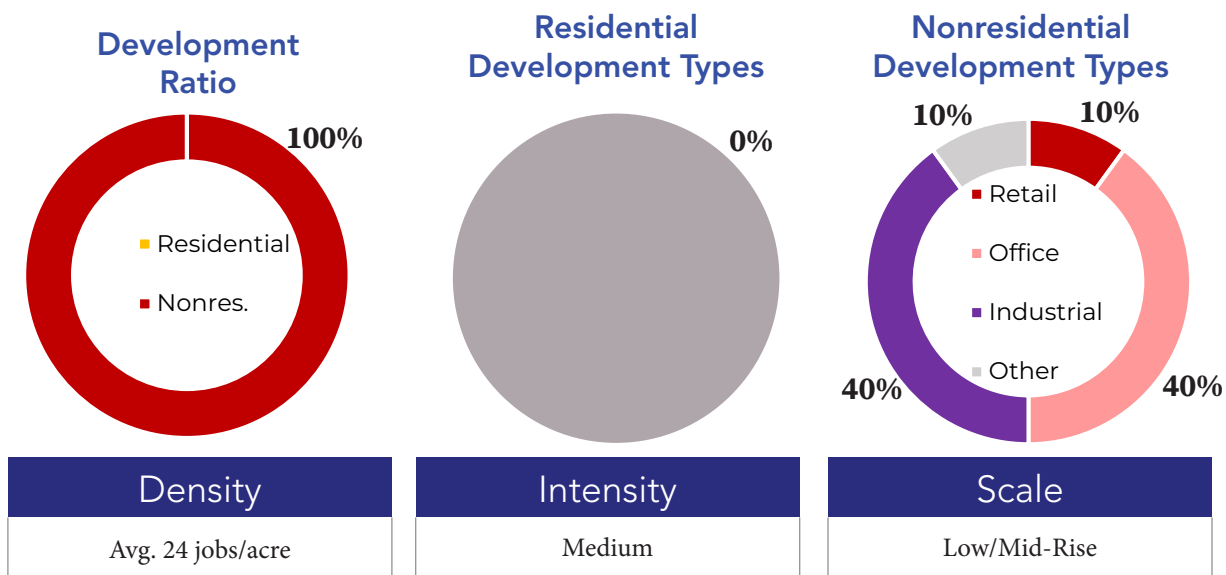
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

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

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

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

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○	
Small Multifamily (8-12 units)	● ○ ○ ○ ○	
Large Multifamily (12+ units)	● ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
Light Industrial Flex Space	● ● ● ● ●	Appropriate overall, with high quality design standards.
Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.





3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: Lone Star Electric Rezoning (A) to (IN-1)  
 Case Number: 2023-P-1526-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for the Lone Star Electric Subdivision, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for 13.98 acres, more or less, being Lots 6-8, Block 5, Manor Commercial Park III and 3.55 acres out of the A.C. Caldwell Survey, Abstract No. 154, and being located near the intersection of Beltex Drive and Easy Jet Street, Manor TX from Agricultural (A) to Light Industrial (IN-1).**

*Applicant: Westwood Professional Services*

***Owner: Lone Star Electric***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

**Zalaram LLC**  
30 Chadwick Dr  
Dover DE 19901

**AMA One LLC**  
2303 RR 620 S# 160-228  
Lakeway, TX 78734

**Juanita Nava**  
122 Luetta St  
Houston, TX 77076

**Green Line Industrial Park**  
PO Box 170158  
Austin, TX 78717

**Minnie Vrazel**  
11306 June Dr  
Austin, Texas 78753



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).

*Applicant: Couronne Co.*

*Owner: Couronne Company, Inc.*

**BACKGROUND/SUMMARY:**

This property is proposing to annex and have filed this rezoning application to run concurrent with their annexation. The lots are in the Manor Commercial Park, an industrial business park, and they filed a site development plan to construct 1 building with associated site improvements.

The Comprehensive Plan FLUM has this area as ‘Employment Center’ which has uses that are consistent with IN-1 Light Industrial.

P&Z conducted the public hearing and found it in compliance with the Comp Plan. They voted 5-0 to approve.

**LEGAL REVIEW:** Not Applicable

**FISCAL IMPACT:** No

**PRESENTATION:** No

**ATTACHMENTS:** Yes

- Ordinance
- Letter of intent
- Rezone Map
- Aerial Image
- FLUM
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the first reading of an ordinance Rezoning two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM AGRICULTURAL (A) TO LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibits "A" (the "Property"), from Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

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

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 19<sup>th</sup> day of April 2023.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the \_\_\_ day of May 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

**ORDINANCE NO.**

**Page 3**

**EXHIBIT "A"**

Property Address: 12617 Beltex Drive, Manor, TX 78653

Property Legal Description:

Lots 1 and 2, Block 3, Manor Commercial Park, a subdivision in Travis County, Texas, according to the plat or map of record in Volume 87, Pages 167B – 168A, Plat Records of Travis County, Texas.

March 17, 2023

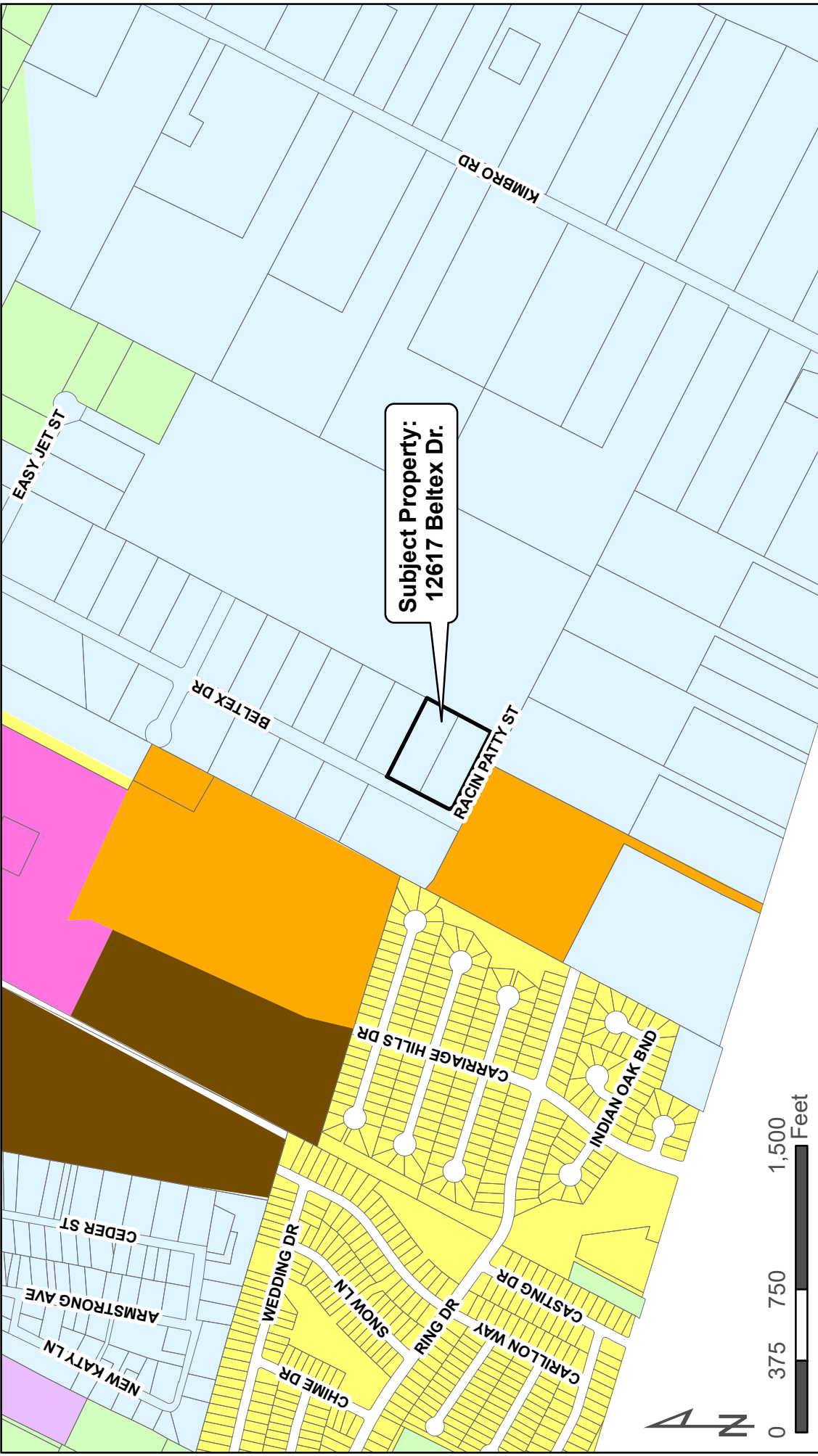
City of Manor  
Rezoning Committee

To Whom it May Concern,

Please accept this letter as a request to rezone the property currently listed as 12617 and 12621 Beltex Drive, Manor, TX 78653 to light industrial. We are requesting this rezoning for purposes of annexing into the city of Manor and constructing a warehouse storage and office facility on the property.

Sincerely,

Christophe Robin  
Vice President  
Couronne Company, Incorporated



Zone	
GO - General Office	A - Agricultural
C-1 - Light Commercial	SF-1 - Single Family Suburban
C-2 - Medium Commercial	SF-2 - Single Family Standard
C-3 - Heavy Commercial	TF - Two Family
NB - Neighborhood Business	TH - Townhome
DB - Downtown Business	MF-1 - Multi-Family 15
IN-1 - Light Industrial	MF-2 - Multi-Family 25
IN-2 - Heavy Industrial	MH-1 - Manufactured Home
PUD - Planned Unit Development	I-1 - Institutional Small
ETJ	I-2 - Institutional Large

# Proposed: Light Industrial (IN-1)








# 12617 Beltex Drive

Write a description for your map.

**Legend**

-  CITY OF Item 23
-  Future Dental
-  MMURPHY





## EMPLOYMENT

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

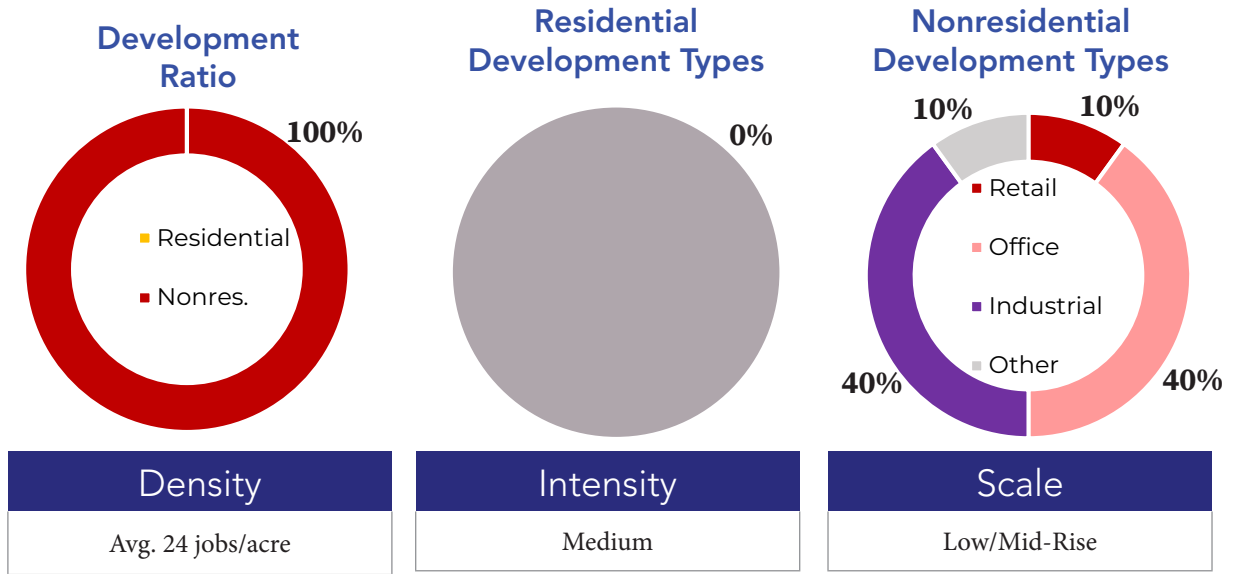
Large corporate campuses have been the trend for economic development in the past. However, these sprawling office complexes are often isolated from supporting restaurants, entertainment, service uses, and transit connections that many large employers are seeking in today's office environment.

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

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

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

Figure 3.7. Employment Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○ ○	Not considered appropriate, as this district can contain uses and businesses that may be considered a nuisance to residents, such as noise and truck traffic. Inclusion of residential in these areas could inadvertently result in environmental justice concerns and resident complaints that might discourage business development.
SFD + ADU	● ○ ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ○ ○ ○ ○ ○	
Apartment House (3-4 units)	● ○ ○ ○ ○ ○	
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Large Multifamily (12+ units)	● ○ ○ ○ ○ ○	
Mixed-Use Urban, Neighborhood Scale	● ○ ○ ○ ○ ○	
Mixed-Use Urban, Community Scale	● ○ ○ ○ ○ ○	
Shopping Center, Neighborhood Scale	● ● ● ● ○	Shopping centers also function as employment centers, with increased emphasis on service industry and office employment; proximity of retail helps boost the attractiveness of employment centers for employers of all sizes, providing useful services to employees.
Shopping Center, Community Scale	● ● ● ● ○	
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Manufacturing	● ● ● ● ○	Generally considered appropriate, but should consider compatibility with adjacent uses, particularly residential. Given the residential nature of Manor, manufacturing developments should be clean with little-to-no air or noise pollution generation and avoidance of hazardous materials when proximate to residential.
Civic	● ● ● ● ●	Considered supportive to the function of this future land use category; likely more functional facilities, such as utilities, rather than people-centered or community serving facilities.
Parks and Open Space	● ● ● ● ●	Generally considered appropriate or compatible within all Land Use Categories.



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Rezoning Application

Project Name: 12617 Beltex Road Rezoning (IN-1)  
 Case Number: 2023-P-1528-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 12617 Beltex Road, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Rezoning Application for two (2) lots on 4 acres, more or less, being Lots 1 and 2, Block 3, Manor Commercial Park, and being located at 12617 Beltex Drive, Manor, TX to Light Industrial (IN-1).**

***Applicant: Couronne Co.***

***Owner: Couronne Company, Inc.***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on April 19, 2023 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 Rezoning Application has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

Damn Good LLC  
510 S Congress Ave  
Suite 108  
Austin, TX 78704-17

ELEVATED VISIONS INCORPORATED  
2507 PARK VIEW DR  
AUSTIN TX 78757-2334

ZALARAM LLC  
30 CHADWICK DR  
DOVER DE 19901-5827

AIR LIQUIDE ELECTRONICS US LP9811  
KATY FREEWAY STE 100  
HOUSTON TX 77024-1274

MANOR ELITE RESIDENCES LLC  
13401 Bullick Hollow Rd  
Austin TX 78726-5108

HLM INVESTMENTS  
11111 ROJAS DR  
EL PASO TX 79935-5406



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W Parsons Street, Manor, TX.

*Applicant: Carney Engineering, PLLC*

*Owner: Carney Engineering, PLLC*

**BACKGROUND/SUMMARY:**

This concept plan has been approved by our engineers. The property was rezoned to MF-2 on June 15, 2022. This concept plan creates 1 lot and leaves a remainder tract that is zoned C-1 Light Commercial. This project, but not this Concept Plan, includes the extension of W. Eggleston to the new Gregg Manor Road.

P&Z conducted this public hearing and one person spoke in opposition and one comment was received via email. The resident in opposition spoke to the lack of historic design and character and how the development would degrade nearby historical site(s). The emailed comment had concerns about buffering to their backyard and dust pollution during construction. The applicant and owner were present and spoke in support of the item. The owner addressed the they would be in charge of the design as well as future management of the property and its design would negatively affect the city. They spoke about how they are extending W. Eggleston to Gregg Manor Rd and retained a commercial lot for future retail/office development. They also spoke that during construction they would do their best to keep dust to a minimum and offered their direct contact to the neighbor so they can report any issues to them. They spoke that their landscaping plan was still be completed and they would buffer to the single-family as necessary and that there would be a fence.

P&Z voted 5-0 to approve but asked that the developer buffer to the single family as much as possible.

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

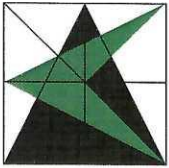
- Letter of intent
- Concept Plan
- Engineer Comments
- Conformance Letter
- Public Notice
- Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being located at the intersection of Gregg Manor Road and W Parsons Street, Manor, TX.

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

X



**CARNEY**  
ENGINEERING, PLLC  
EXPECT EXCELLENCE

**SUMMARY LETTER**  
**LAS ENTRADA SOUTH SECTION 4 MANOR**  
**ENTRADA GLEN APARTMENTS**  
**MANOR, TEXAS**  
**January 22, 2023**


The 13.22-acre site is located at the southeast quadrant of proposed Gregg Manor Road and the proposed Eggleston Street extension. A total of 378 apartment units are planned.

Gregg Manor Road is being designed and constructed by others. It will have a 90-ft ROW and 40-ft (back of curb to back of curb) of 40-ft with a concrete paving section. New domestic water line (8-inch) and sanitary sewer line (8-inch) will be installed with the Gregg Manor ROW. Stub-outs will be provided on the east side of Gregg Manor which will provide service to the apartment site. A drainage system consisting of RCP drainage pipe and curb inlets will also be installed.

The Eggleston Street extension will have a 80-ft ROW with asphalt pavement section. A 12-inch water line is on the north side of Eggleston. A connection will be made to this water line to complete the looped system. A drainage system will also be installed within the ROW.

A fee will be paid in-lieu of park land dedication

**CARNEY ENGINEERING, PLLC**  
TBPE Firm No. F-5033

  
T. Craig Carney, P.E.

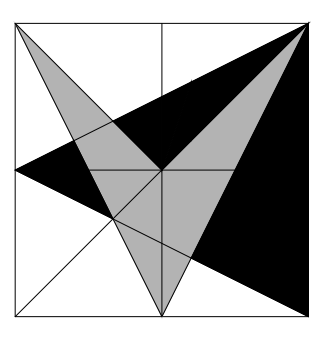




This document is released for the purpose of Permitting under the authority of Craig Carney, P.E. # 55114 on 12/29/2022.

TBPE FIRM REGISTRATION NO: F-5033  
DRAWN BY: BGF  
CHECKED BY: BFB  
START DATE: 08/17/2022  
SCALE:  
PROJECT NO.:

5465 LEGACY DRIVE, SUITE 650  
PLANO, TEXAS 75024  
PH (469) 443-0861  
FAX (469) 443-0863

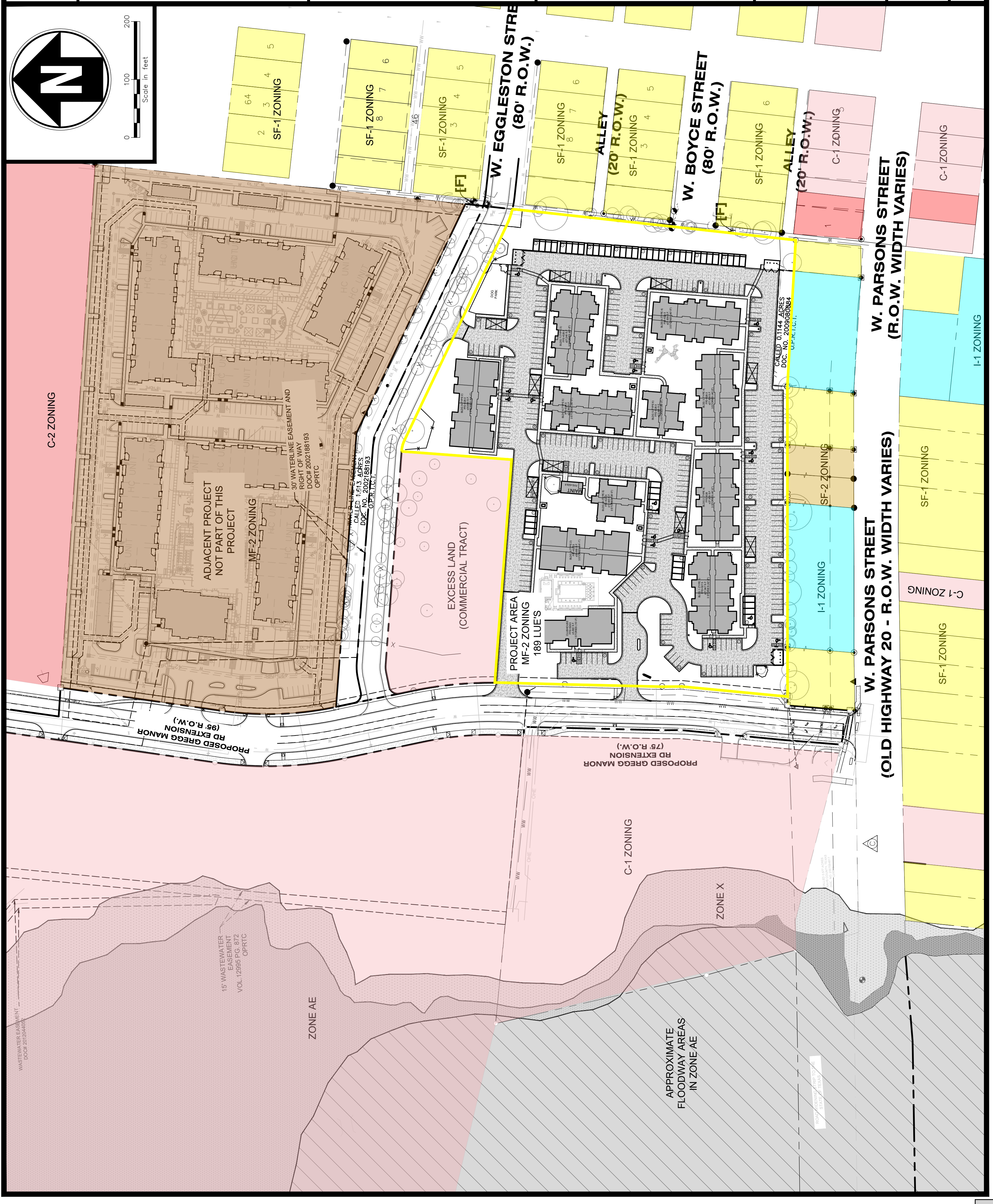
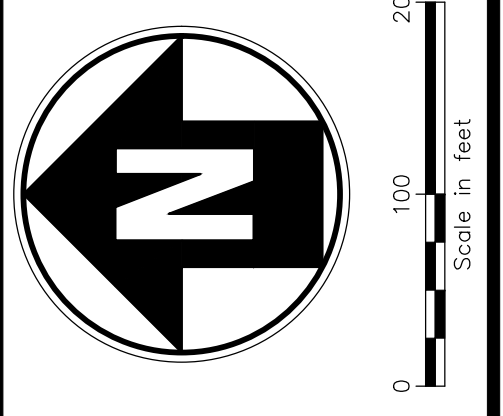


**CARNEY**  
ENGINEERING,  
PLLC.

SITE PLAN  
ISSUED FOR PERMITTING - 12/12/2022

ENTRADA GLEN MANOR  
GREGG MANOR ROAD  
MANOR, TEXAS

REVISIONS  
02/14/2023 GBA CONCEPT PLAN COMMENTS  
02/23/2023 MANOR ACKNOWLEDGEMENT



WASTEWATER EASEMENT  
DOCK# 201204402

15' WASTEWATER  
EASEMENT  
VOL. 12595 P.G. 872  
OPRTC

ZONE AE

APPROXIMATE  
FLOODWAY AREAS  
IN ZONE AE

ZONE X

C-1 ZONING

PROPOSED GREGG MANOR  
RD EXTENSION  
(75' R.O.W.)

PROPOSED GREGG MANOR  
RD EXTENSION  
(95' R.O.W.)

EXCESS LAND  
(COMMERCIAL TRACT)

PROJECT AREA  
MF-2 ZONING  
189 LUE'S

ADJACENT PROJECT  
NOT PART OF THIS  
PROJECT

20' WATERLINE EASEMENT AND  
RIGHT OF WAY  
DOCK# 2002188193  
OPRTC

WATERLINE EASEMENT  
CALLED 1.813 ACRES  
DOCK# 2002188193  
OPRTC

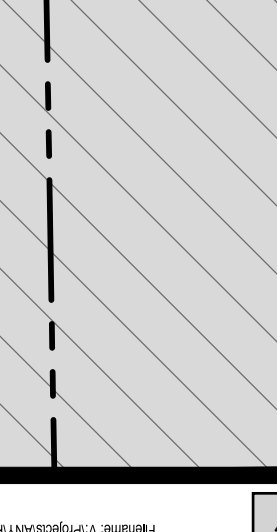
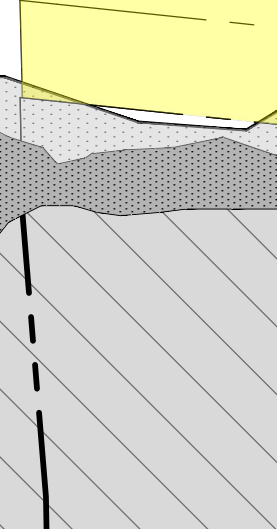
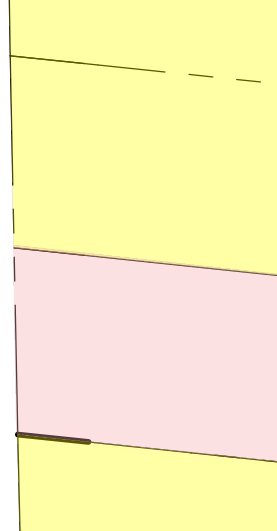
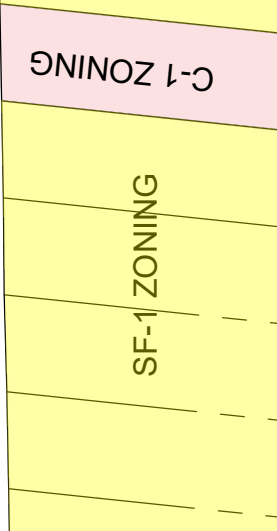
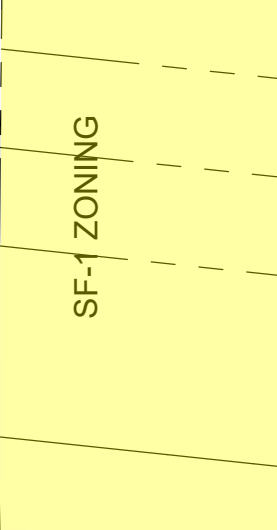
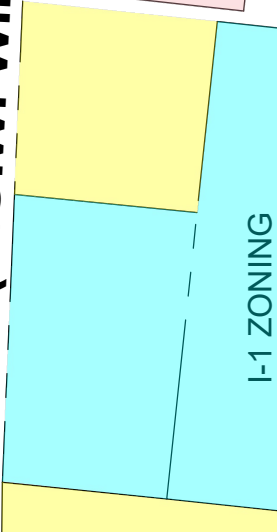
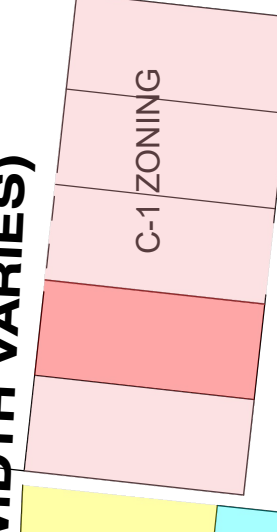
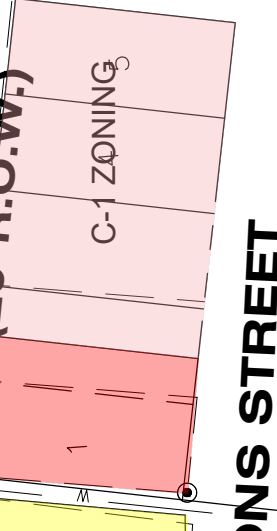
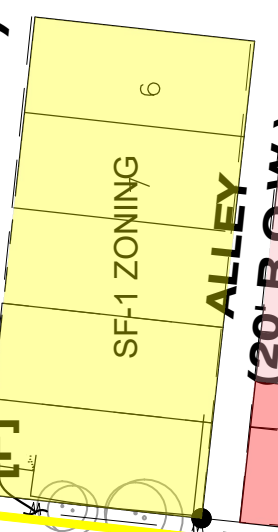
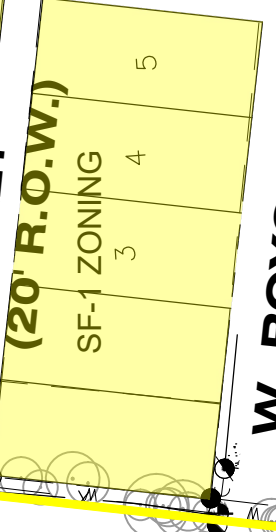
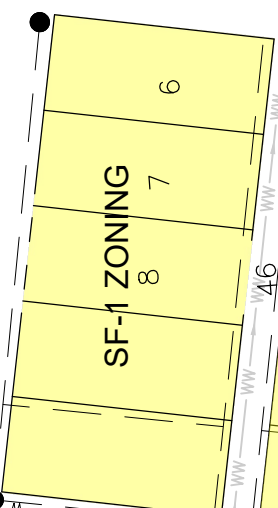
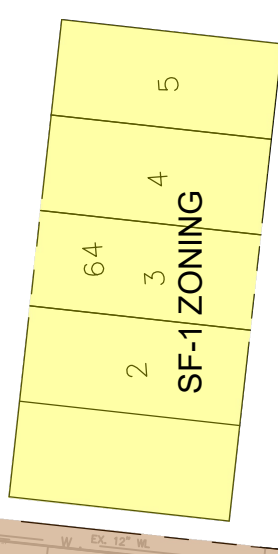
CALLED 0.1144 ACRES  
DOCK# 2009080884  
OPRTC

W. PARSONS STREET  
(OLD HIGHWAY 20 - R.O.W. WIDTH VARIES)

W. PARSONS STREET  
(R.O.W. WIDTH VARIES)

W. BOYCE STREET  
(80' R.O.W.)

W. EGLESTON STREET  
(80' R.O.W.)





1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, February 9, 2023

T. Craig Carney  
Carney Engineering, PLLC  
5700 Granite Parkway, Suite 200  
PLANO TX 75024  
Craig@eng-firm.com

Permit Number 2023-P-1508-CP  
Job Address: Entrada Glen Apartments Concept Plan, , LA.

Dear T. Craig Carney,

The first submittal of the Entrada Glen Apartments Concept Plan (*Concept Plan*) submitted by Carney Engineering, PLLC and received on February 14, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. Provide information on the anticipated traffic volume to be generated by the development.
- ii. Provide label and ROW for the street west of the property. This street doesn't exist yet, provide a comment that this is a proposed location for the following street.
- iii. ~~Provide the R.O.W. width for W. Parsons St/Old Hwy 20, City of Manor is transitioning away from ROW-~~  
width varies

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. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. 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.

Thank you,

2/9/2023 8:40:45 AM  
Entrada Glen Apartments Concept Plan  
2023-P-1508-CP  
Page 2

Tyler Shows  
Staff Engineer  
GBA



1500 County Road 269  
Leander, TX 78641

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

Date: Thursday, February 9, 2023

T. Craig Carney  
Carney Engineering, PLLC  
5700 Granite Parkway, Suite 200  
PLANO TX 75024  
Craig@eng-firm.com

Permit Number 2023-P-1508-CP  
Job Address: Entrada Glen Apartments Concept Plan, , LA.

Dear T. Craig Carney,

The first submittal of the Entrada Glen Apartments Concept Plan (*Concept Plan*) submitted by Carney Engineering, PLLC and received on January 12, 2023, have been reviewed for compliance with the City of Manor Subdivision Ordinance 263B.

### Engineer Review

The review of the submittal package has resulted in the following comments. Should you have any questions or require additional information regarding any of these comments, please contact Tyler Shows by telephone at (737) 247-7552 or by email at tshows@gbateam.com.

- i. Provide information on the anticipated traffic volume to be generated by the development. **Traffic Memo attached**
- ii. Provide label and ROW for the street west of the property. This street doesn't exist yet, provide a comment that this is a proposed location for the following street. **Label provided**
- iii. Provide the R.O.W. width for W. Parsons St/Old Hwy 20, City of Manor is transitioning away from ROW width varies **Comment cleared by Tyler**

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. Please include a comment response narrative indicating how comments have been addressed with your plan resubmittal. To access your project online, please go to [www.mygovernmentonline.org](http://www.mygovernmentonline.org) and use the online portal to upload your drawings in PDF format.

Additional comments may be generated as requested information is provided. 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.

Thank you,

2/9/2023 8:40:45 AM  
Entrada Glen Apartments Concept Plan  
2023-P-1508-CP  
Page 2

Tyler Shows  
Staff Engineer  
GBA



1500 County Road 269  
Leander, TX 78641

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

Date: Wednesday, February 22, 2023

T. Craig Carney  
Carney Engineering, PLLC  
5700 Granite Parkway, Suite 200  
PLANO TX 75024  
Craig@eng-firm.com

Permit Number 2023-P-1508-CP  
Job Address: Entrada Glen Apartments Concept Plan,

Dear T. Craig Carney,

We have conducted a review of the concept plan for the above-referenced project, submitted by T. Craig Carney and received by our office on February 14, 2023, for conformance with the City of Manor Code of Ordinances Chapter 10, Section 10.02 Exhibit A Subdivision Ordinance 263B. 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 Concept Plan to Scott Dunlop at the City of Manor for signatures. A copy of the signed Concept Plan 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 black ink, appearing to read 'Tyler Shows'.

Tyler Shows  
Staff Engineer  
GBA



3/27/2023

## City of Manor Development Services

# Notification for a Subdivision Concept Plan

Project Name: Entrada Glen Apartments Concept Plan  
 Case Number: 2023-P-1508-CP  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Concept Plan for the Entrada Glen Apartments being located at the intersection of Gregg manor Road and W Parsons Street, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Subdivision Concept for the Entrada Glen Apartments, one (1) lot on 13.22 acres, more or less, and being being located at the intersection of Gregg manor Road and W Parsons Street, Manor, TX.**

***Applicant: Carney Engineering, PLLC***

***Owner: Carney Engineering, PLLC***

The Planning and Zoning Commission will meet at 6:30PM on April 12, 2023 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 Concept Plan 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.

**MANOR APARTMENTS LLC**  
4600 TRIANGLE AVE #6102  
AUSTIN TX 78751-3509

**CRUMLEY GILBERT & ESSIE**  
PO BOX 170309  
AUSTIN TX 78717-0019

**LIONS CLUB OF MANOR INC**  
PO BOX 68  
MANOR TX 78653-0068

**LAS ENTRADAS DEVELOPMENT**  
9900 US HIGHWAY 290 E  
MANOR TX 78653-9720

**RIOJAS SANTIAGO & IRASEMA**  
PO BOX 885  
MANOR TX 78653-0885

**MIMS MICHAEL L & BEVERLY R**  
PO BOX 447  
MANOR TX 78653-0447

**LI JULIE**  
24431 CAVENDISH AVE W  
NOVI MI 48375-2358

**DESH JR LLC**  
4419 RAMSEY AVE  
AUSTIN TX 78756-3208

**BURNS MEMORIAL TEMPLE**  
PO BOX 1061  
MANOR TX 78653-1061

**DAVIS HATTIE MAE**  
PO BOX 229  
MANOR TX 78653-0229

**WILSON JOETTA**  
411 W PARSONS ST  
MANOR TX 78653-4719

**EASLEY LENORA**  
PO BOX 734  
MANOR TX 78653-0734

**HEIN ROBERT**  
409C W Parsons St  
Manor TX 78653-4719

**EASLEY LENORA**  
307 W BOYCE ST  
MANOR TX 78653

**MILLIGAN FINISH**  
3811 LIBERTY SQUARE TRL  
FRESNO TX 77545-8817

**BUSH KAITANYA L**  
PO BOX 218  
MANOR TX 78653-0218

**TRAVIS COUNTY EMERGENCY**  
PO BOX 846  
MANOR TX 78653-0846

**TAYLOR FLOYD ROY ETAL**  
7010 BLESSING  
AUSTIN TX 78752-3316

**FIELD MARY R ETAL**  
PO BOX 184  
MANOR TX 78653-0184

**CABELLO PEDRO & ERICA CABELLO**  
209 N BASTROP ST  
MANOR TX 78653-0384

**SEPECO**  
PO BOX 170309  
AUSTIN TX 78717-0019

**GUERRERO JULIO & CYNTHIA**  
PO BOX 142265  
AUSTIN TX 78714-2265

**BOWEN BRADLEY & PAULA**  
18109 WHITEWATER CV  
ROUND ROCK TX 78681-3594

**DUVALL NOVELLA P**  
PO BOX 654  
MANOR TX 78653-0654

**NEWSOME FLORENCE ET AL**  
PO BOX 133  
MANOR TX 78653-0133

**HERRERA JUAN CARLOS & MARIA D**  
107 N BASTROP ST  
MANOR TX 78653

**GARCIA EPIFANIO DELGADO & MARIBEL  
DELGADO HUERTA**  
5503 HIBISCUS DR  
AUSTIN TX 78724-3328

**SAMUDIO FAUSTINO**  
PO BOX 28  
MANOR TX 78653-0028

**BORREGO MARTHA IRENE**  
304 W WHEELER ST  
MANOR TX 78653

**SALAZAR JOSE CIPRIANO & UGANDA  
GONZALEZ**  
PO BOX 164  
MANOR TX 78653-0164



**LOGGINS RAYDELL**  
PO BOX 47  
MANOR TX 78653-0047

**DE LEON CARMEN P**  
PO BOX 81  
MANOR TX 78653-0081

**AAA FIRE & SAFETY EQUIPMENT CO INC**  
PO BOX 16401  
AUSTIN TX 78761-6401

**REYES MARY A & ROBERT H**  
PO BOX 344  
MANOR TX 78653-0344

**CITY OF MANOR**  
105 E EGGLESTON ST  
MANOR TX 78653-3463

**CARBAJOL FELIPE H & ISABEL ORTUNO**  
PO BOX 214  
MANOR TX 78653-0214

**RIOJAS ORALIA GARZA**  
PO BOX 89  
MANOR TX 78653-0089

**JONES SAMUEL DELL JR & RACHEL**  
PO BOX 416  
MANOR TX 78653-0416

**BURNS ELBERT R ETAL**  
PO BOX 413  
MANOR TX 78653-0413

**MIRAMONTES MANUEL TORRES &  
HELEN JUDITH BAILEY-TORRES**  
19337 W T GALLAWAY ST  
MANOR TX 78653-3991

**SMITH AUDREY B**  
10304 IVY JADE  
SCHERTZ TX 78154-6255

**OKORO CHIAMO**  
3101 E 12TH ST UNIT D-4  
AUSTIN TX 78702-2526

**CASIMIRO MILDRED**  
412 W PARSONS ST  
MANOR TX 78653-4704

**AL NOOR MUSLIM COMMUNITY CENTER  
OF MANOR**  
900 Low Brim Cv  
Pflugerville TX 78660-4797

**MANOR I S D**  
PO BOX 359  
MANOR TX 78653-0359



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

---

### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Purchase Contract with Raymundo Rebollar for a wastewater easement with temporary construction easement.

### BACKGROUND/SUMMARY:

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Cottonwood Creek West Tributary Wastewater Project. This project is scheduled to be completed in the Fall of 2023. The Rebollar family is 1 of 13 property owners the city is seeking to acquire a 25' permanent wastewater utility easement and 25' temporary construction easement along the designated route for the future wastewater line. The City of Manor is agreeing to \$15,518 monetary compensation for the easements.

### LEGAL REVIEW:

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

- Purchase Contract

### STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve the purchase contract with Raymundo Rebollar for a wastewater easement with temporary construction easement.

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

---

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 6

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Raymundo Rebollar** (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:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 0.4046 acres (17,624 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 0.3943 acres (17,174 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** FIFTEEN THOUSAND FIVE HUNDRED EIGHTEEN AND NO/100'S DOLLARS (**\$15,518.00**) total shall be paid by the City for a permanent and temporary easement to the Wastewater 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 wastewater 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.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater 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 Wastewater 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.

**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:**

Raymundo Rebollos  
Raymundo Rebollos

09.30.2025  
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: Cottonwood Creek West Tributary Wastewater Project  
TCAD Tax ID: 502291



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

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 0.4046 OF ONE ACRE OF LAND (17,624 SQ. FT.), SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.103 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RAYMUNDO REBOLLAR, RECORDED IN DOCUMENT NO. 2000171086, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the Westerly line of a called 10.139 acre tract of land described in a Warranty Deed with Vendor's Lien to Kenneth D. Daniels and Kitzly B. Daniels, recorded in Document No. 2000110544 of said O.P.R.T.C.T. for the Easterly common corner of said 10.103 acre tract and of a called 10.143 acre tract of land described in a General Warranty Deed to Valentin Lopez and Humbertina T. Lopez, recorded in Document No. 2013014367 of said O.P.R.T.C.T., from which a 1/2-inch rebar found in the existing Southerly right-of-way line of Johnson Road (R.O.W. Varies), for the Northerly common corner of said 10.143 acre tract and said 10.139 acre tract bears North 17°00'26" West a distance of 649.81 feet;

THENCE **South 17°00'26" East** continuing with the Easterly line of said 10.143 acre tract and the common Westerly line of said 10.139 acre tract, a distance of **256.63** feet to a Calculated Point;

THENCE **South 05°48'45" East** over and across said 10.103 acre tract, a distance of **457.35** feet to a Calculated Point in the Southerly line of said 10.103 acre tract and the common Northerly line of a called 10.068 acre tract of land described in a Warranty Deed to RMJ Investments, LTD., recorded in Document No. 2012027002 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "LSI SURVEY" bears South 39°34'11" East a distance of 49.43 feet;

THENCE **North 39°34'11" West** with the Southerly line of said 10.103 acre tract and the common Northerly line of said 10.068 acre tract, a distance of **44.99** feet to a Calculated Point;

THENCE over and across said 10.103 acre tract, the following two (2) courses and distances:

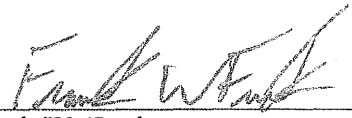
1. **North 05°48'45" West** a distance of **417.50** feet to a Calculated Point; and

2. **North 17°00'26" West** a distance of **278.48** feet to a Calculated Point in the Northerly line of said 10.103 acre tract and the common Southerly line of said 10.143 acre tract;

THENCE **South 62°49'40" East** with the Northerly line of said 10.103 acre tract and the common Southerly line of said 10.143 acre tract, a distance of **34.86** feet to the **POINT OF BEGINNING** and containing 0.4046 of one acre of land (17,624 Sq. Ft.), more or less;

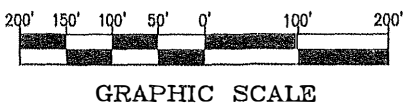
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

  
12/02/2022  
Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803



Job Number: 22-021  
Attachments: K:\JAY MANOR CIP\CAD\DWGS\CC OS WL ESMTS\CC OS WWL ESMT 6.DWG



LEGEND

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

VALENTIN LOPEZ AND  
HUMBERTINA T. LOPEZ  
10.143 ACRES  
DOC. NO. 2013014367  
O.P.R.T.C.T.

JOHNSON ROAD  
(R.O.W. VARIES)

KENNETH D. DANIELS AND  
KITZY B. DANIELS  
10.139 ACRES  
DOC. NO. 2000110544  
O.P.R.T.C.T.

GREENBURY GATES  
SURVEY NO. 63,  
ABSTRACT NO. 315

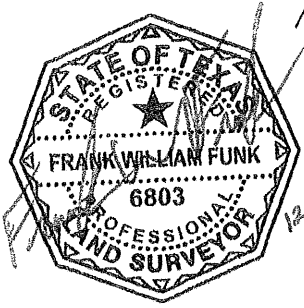
RAYMUNDO REBOLLAR  
10.103 ACRES  
DOC. NO. 2000171086  
O.P.R.T.C.T.

P.O.B.

WASTEWATER LINE EASEMENT  
0.4046 OF ONE ACRE  
(17,624 SQ. FT.)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.3943 OF ONE ACRE  
(17,174 SQ. FT.)

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.



*12/07/2022*

RMJ INVESTMENTS, LTD.  
10.068 ACRES  
DOC. NO. 2012027002  
O.P.R.T.C.T.

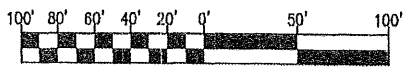
\*SEE SHEETS 4-5 FOR DETAIL VIEW

JOB NUMBER: 22-021	DATE: 12/06/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 6	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 05	SCALE: 1" = 200'



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





GRAPHIC SCALE

\*SEE SHEET 5 FOR NOTES

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S39°34'11"E	49.43'
L2	N39°34'11"W	44.99'
L3	S62°49'40"E	34.86'

VALENTIN LOPEZ AND  
HUMBERTINA T. LOPEZ  
10.143 ACRES  
DOC. NO. 2013014367  
O.P.R.T.C.T.

JOHNSON ROAD  
(R.O.W. VARIES)

GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

KENNETH D. DANIELS AND  
KITZY B. DANIELS  
10.139 ACRES  
DOC. NO. 2000110544  
O.P.R.T.C.T.

RAYMUNDO REBOLLAR  
10.103 ACRES  
DOC. NO. 2000171086  
O.P.R.T.C.T.

L3

P.O.B.

WASTEWATER LINE  
EASEMENT  
0.4046 OF ONE ACRE  
(17,624 SQ. FT.)

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.3943 OF ONE ACRE  
(17,174 SQ. FT.)

N17°00'29.9"W 278.48'  
S17°00'29.9"E 256.963'

MATCH LINE SHEET 4  
SHEET 5

JOB NUMBER: 22-021	DATE: 12/06/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 6	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 05	FIELDBOOKS 13/419
SCALE: 1" = 100'	



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

MATCH LINE SHEET 4  
SHEET 5

RAYMUNDO REBOLLAR  
10.103 ACRES  
DOC. NO. 2000171086  
O.P.R.T.C.T.

KENNETH D. DANIELS AND  
KITZY B. DANIELS  
10.139 ACRES  
DOC. NO. 2000110544  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.3943 OF ONE ACRE  
(17,174 SQ. FT.)

WASTEWATER LINE  
EASEMENT  
0.4046 OF ONE ACRE  
(17,624 SQ. FT.)

RMJ INVESTMENTS, LTD.  
10.068 ACRES  
DOC. NO. 2012027002  
O.P.R.T.C.T.

FIRST UNITED BUILDERS, LLC  
100.015 ACRES  
DOC. NO. 2020019707  
O.P.R.T.C.T.

N05°48'45"W 417.50'  
S05°48'45"E 457.35'

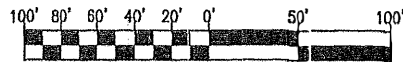
GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.



GRAPHIC SCALE

JOB NUMBER: 22-021	DATE: 12/06/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 6	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 05	SCALE: 1" = 100'



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

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

**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**                 §

That, **Raymundo Rebollar** ("**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 County, 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 wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

A tract of land consisting of 0.4046 acres, more or less, being more particularly described by metes and bounds and sketch in the attached Exhibit "A," hereby incorporated by reference and made a part hereof for all purposes, with said 0.4046 acre 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 Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the west being approximately 0.3943 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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 wastewater 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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise 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**, in **Grantee's** sole determination.

**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. **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 as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, 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** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

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 wastewater utility lines, and for making connections therewith.

**GRANTOR:**

Raymundo Rebollar  
Raymundo Rebollar

03.30.2023  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

\_\_\_\_\_  
By: Dr. Christopher Harvey, Mayor





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Moore, City Manager  
**DEPARTMENT:** Administration

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the Purchase Contract with Arthur Dent Werchan for a wastewater easement with temporary construction easement.

**BACKGROUND/SUMMARY:**

Since 2022, the City of Manor has been engaged with George Butler & Associates and their consulting team to secure the required utility easements to complete the Cottonwood Creek West Tributary Wastewater Project. This project is scheduled to be completed in the Fall of 2023. The Werchan family is 1 of 13 property owners the city is seeking to acquire a 25’ permanent wastewater utility easement and 25’ temporary construction easement along the designated route for the future wastewater line. The City of Manor is agreeing to \$44,135 monetary compensation for the easements.

**LEGAL REVIEW:**

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

- Purchase Contract

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the purchase contract with Arthur Dent Werchan for a wastewater easement with temporary construction easement.

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

**CITY OF MANOR PURCHASE AGREEMENT**  
Cottonwood Creek West Tributary Wastewater Project; Parcel 10

**THE STATE OF TEXAS**  
**COUNTY OF TRAVIS**

THIS CONTRACT (hereinafter "Purchase Contract") WITNESSETH that **Arthur Dent Werchan** (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:

*Wastewater Easement Parcel:* All that certain tract, piece or parcel of land consisting of 1.236 acres, 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 0.5406 acres (23,550 square feet) and 0.6971 acres (30,366 square feet), more or less, being situated in Travis County, Texas, and as more particularly depicted and labeled "25' Temporary Construction Easement" on sketch in Exhibit "A," attached hereto and made part hereof for all purposes.

**Total Price.** FORTY-FOUR THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100'S DOLLARS (\$44,135.00) total shall be paid by the City for a permanent and temporary easement to the Wastewater 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 wastewater 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.

**Wastewater Easement and Temporary Construction Easement.** Owner shall deliver to the City at Closing a duly executed and acknowledged Wastewater 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 Wastewater 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.

**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:**

  
\_\_\_\_\_  
Arthur Dent Werchan

4-3-2023  
Date

**BUYER:**

**CITY OF MANOR, TEXAS**  
**A Texas home-rule municipality**

By: \_\_\_\_\_  
Dr. Christopher Harvey, Mayor  
City of Manor, Texas

\_\_\_\_\_  
Date

**Parcel No. 10**  
**Project: Cottonwood Creek West Tributary Wastewater Project**  
**TCAD Tax ID: 259153**



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

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

BEING 1.236 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE GREENBURY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A CALLED 20.163 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL OWELTY OF PARTITION DEED TO ARTHUR DENT WERCHAN, RECORDED IN DOCUMENT NO. 2022055595, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the Westerly line of Lot 18, Block A, KIMBRO CREEK ESTATES SECTION TWO, a subdivision of record in Document No. 200200073 of said O.P.R.T.C.T., at the Easterly common corner of said 20.163 acre tract and of a called 19.874 acre tract of land described in a General Warranty Deed to Bulmero Almanza and Esperanza Alonso, recorded in Document No. 2018172431 of said O.P.R.T.C.T., from which a 5/8-inch iron rebar found in the Westerly line of said Lot 18, Block A and the common Easterly line of said 19.874 acre tract bears North 27°43'51" East a distance of 216.24 feet;

THENCE **South 27°21'40" West** with the Easterly line of said 20.163 acre tract and the common Westerly line of said Lot 18, Block A, a distance of **25.00** feet to a Calculated Point;

THENCE over and across said 20.163 acre tract, the following five (5) courses and distances:

1. **North 62°17'29" West** a distance of **427.37** feet to a Calculated Point;
2. **North 76°53'48" West** a distance of **838.75** feet to a Calculated Point;
3. **North 02°59'37" East** a distance of **165.08** feet to a Calculated Point;
4. **North 83°30'31" West** a distance of **417.33** feet to a Calculated Point; and
5. **North 62°25'33" West** a distance of **304.07** feet to a Calculated Point in the Westerly line of said 20.163 acre tract and the common existing Easterly right-of-way line of F.M. 973 (R.O.W. Varies);

THENCE North **27°30'31"** East with the Westerly line of said 20.163 acre tract and the common existing Easterly right-of-way line of said F.M. 973, a distance of **25.00** feet to a Calculated Point, from which a 1/2-inch rebar in the existing Easterly right-of-way line of said F.M. 973, for the Westerly common corner of said 20.163 acre tract and of said 19.874 acre tract, bears North 27°30'31" East a distance of 213.29 feet;

THENCE over and across said 20.163 acre tract, the following four (4) courses and distances:

1. South **62°25'33"** East a distance of **299.59** feet to a Calculated Point;
2. South **83°30'56"** East a distance of **436.06** feet to a Calculated Point;
3. South **02°59'37"** West a distance of **167.66** feet to a Calculated Point; and
4. South **76°53'49"** East a distance of **821.00** feet to a Calculated Point in the Northerly line of said 20.163 acre tract and the common Southerly line of said 19.874 acre tract;

THENCE South **62°17'29"** East with the Northerly line of said 20.163 acre tract and the common Southerly line of said 19.874 acre tract, a distance of **430.44** feet to the **POINT OF BEGINNING** and containing 1.236 acres of land, more or less;

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203). Distances and Areas shown hereon are Grid values represented in U.S. survey feet.

This property description accompanies a separate plat of even date and was prepared by an on the ground survey made under my supervision during the month of November, 2022.

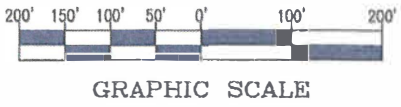
 12/15/2022

Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803

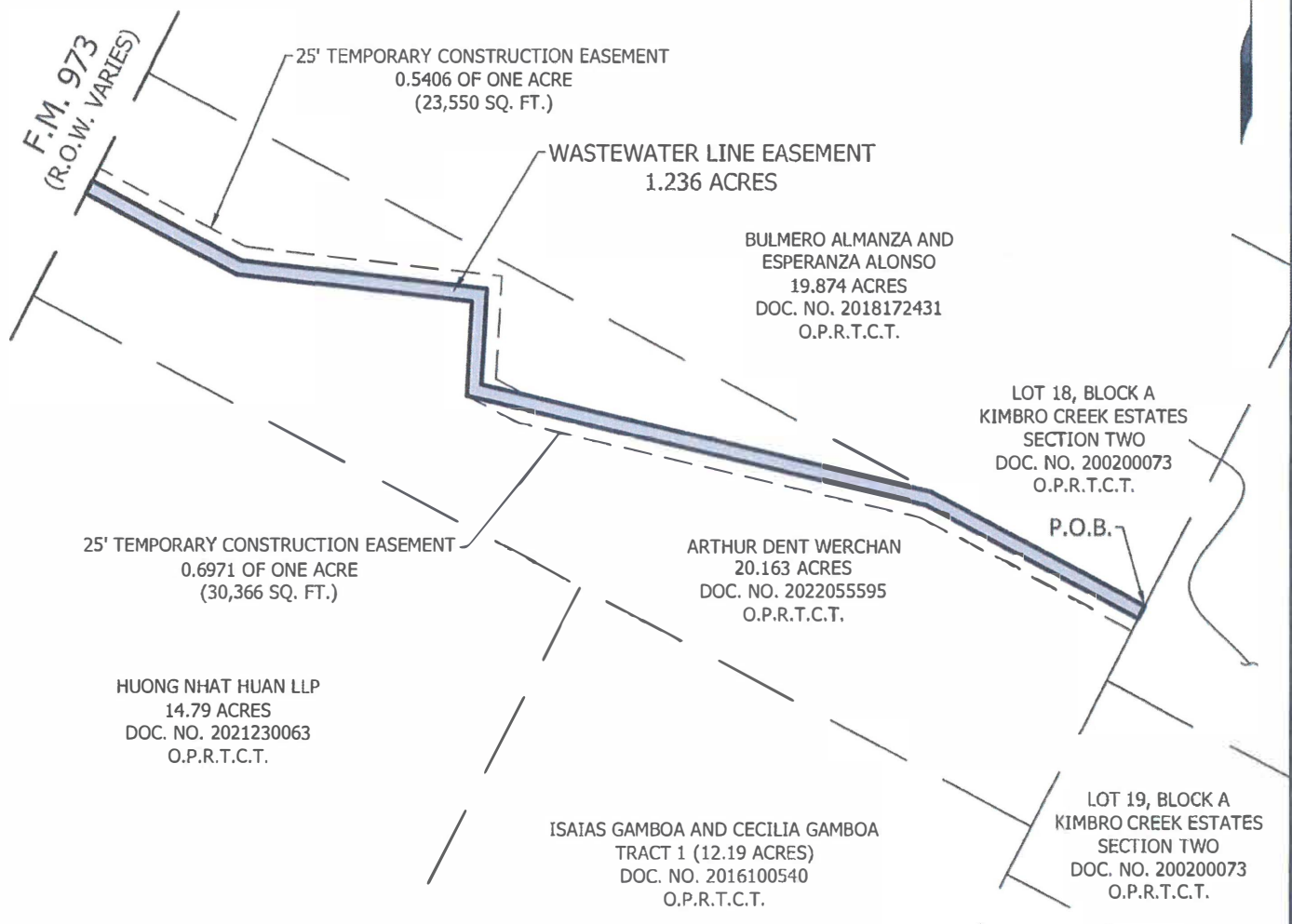


Job Number: 22-021

Attachments: K:\JAY MANOR CIP\CAD\DWGS\ICC OS WL ESMTS\ICC OS WWL ESMT 10.DWG



GREENBURY GATES SURVEY NO.  
63, ABSTRACT NO. 315



LEGEND

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

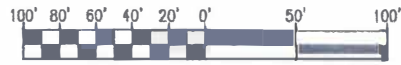


\*SEE SHEETS 4-6 FOR DETAIL VIEW

JOB NUMBER: 22-021	DATE: 12/14/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 10	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 03 of 06	SCALE: 1" = 300'



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



GRAPHIC SCALE

MATCH LINE SHEET 5  
SHEET 4

GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

BULMERO ALMANZA AND  
ESPERANZA ALONSO  
19.874 ACRES  
DOC. NO. 2018172431  
O.P.R.T.C.T.

WASTEWATER LINE EASEMENT  
1.236 ACRES

ARTHUR DENT WERCHAN  
20.163 ACRES  
DOC. NO. 2022055595  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.6971 OF ONE ACRE  
(30,366 SQ. FT.)

LOT 18, BLOCK A  
KIMBRO CREEK ESTATES  
SECTION TWO  
DOC. NO. 200200073  
O.P.R.T.C.T.

S62°17'29"E 430.44'  
N62°17'29"W 427.37'

N27°43'51"E 216.24'

P.O.B.

L1

5/8"

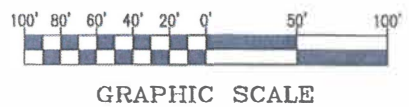
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S27°21'40"W	25.00'
L2	N27°30'31"E	25.00'

\*SEE SHEET 6 FOR NOTES

JOB NUMBER: 22-021	DATE: 12/14/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 10	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 04 of 06	SCALE: 1" = 100'



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



GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

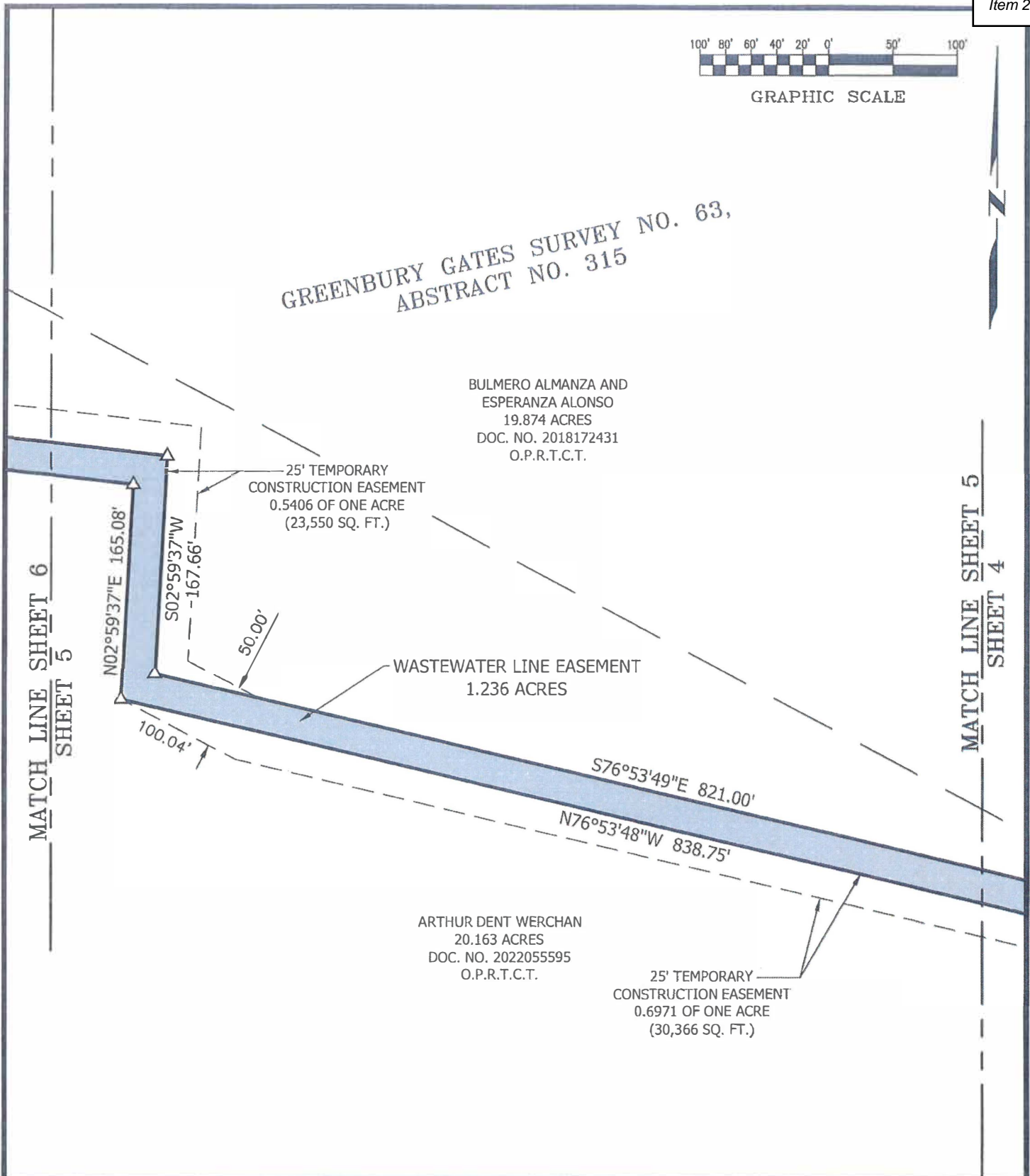
BULMERO ALMANZA AND  
ESPERANZA ALONSO  
19.874 ACRES  
DOC. NO. 2018172431  
O.P.R.T.C.T.

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.5406 OF ONE ACRE  
(23,550 SQ. FT.)

WASTEWATER LINE EASEMENT  
1.236 ACRES

25' TEMPORARY  
CONSTRUCTION EASEMENT  
0.6971 OF ONE ACRE  
(30,366 SQ. FT.)

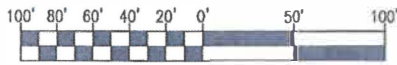
ARTHUR DENT WERCHAN  
20.163 ACRES  
DOC. NO. 2022055595  
O.P.R.T.C.T.



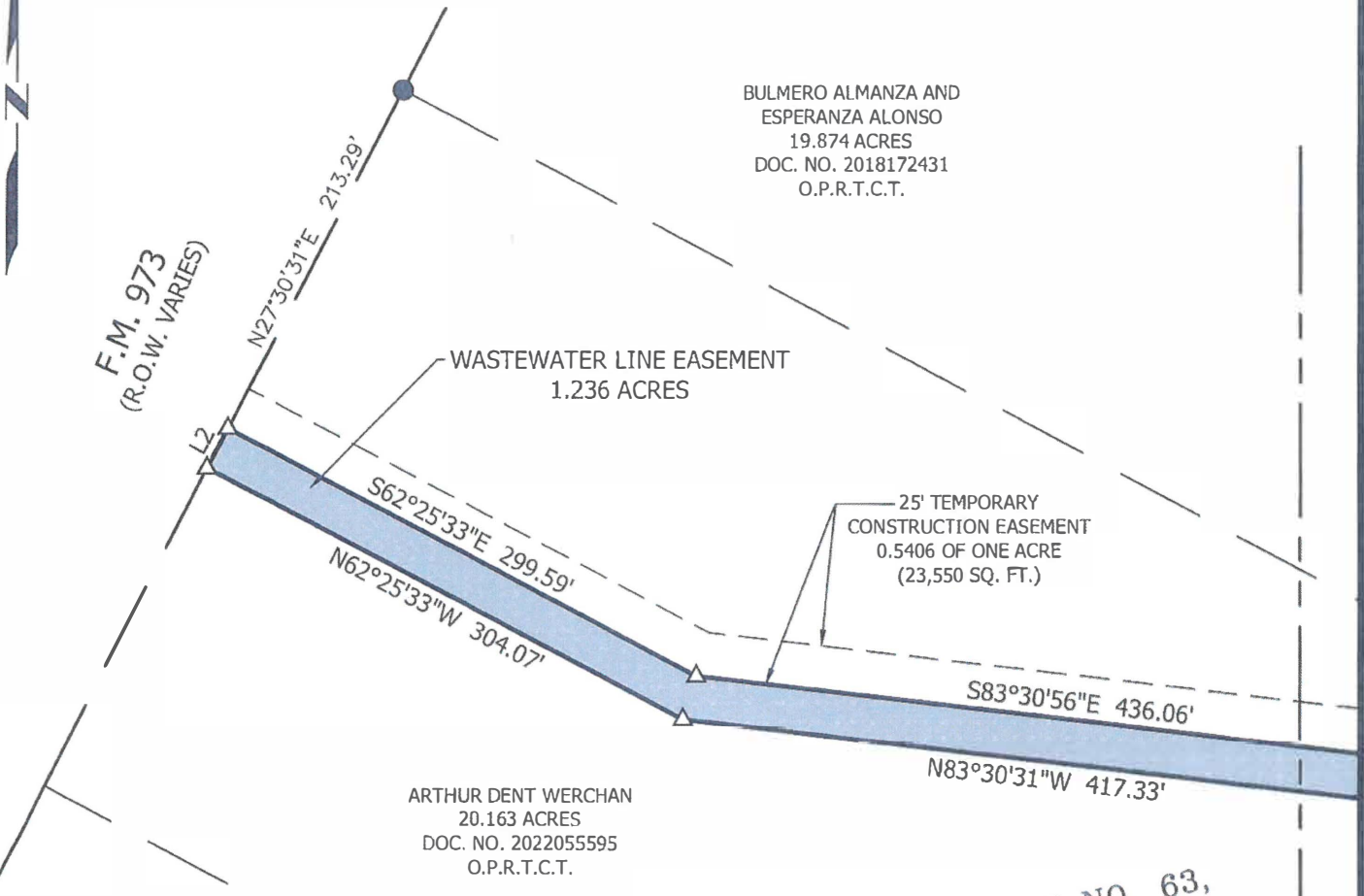
JOB NUMBER: 22-021		DATE: 12/14/22	
PROJECT NAME: JAY MANOR CIP			
DRAWING NAME: CC OS WWL ESMT 10			
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS			
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: TN	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS 13/419	SCALE: 1" = 100'	



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



GRAPHIC SCALE



GREENBURY GATES SURVEY NO. 63,  
ABSTRACT NO. 315

MATCH LINE SHEET 6  
SHEET 5

GENERAL NOTES:  
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).  
DISTANCES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET.  
THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

JOB NUMBER: 22-021	DATE: 12/14/22
PROJECT NAME: JAY MANOR CIP	
DRAWING NAME: CC OS WWL ESMT 10	
DRAWING FILE PATH: K:\22021 - JAY MANOR CIP\CAD\DWGS\CC OS WWL ESMTS	
METES AND BOUNDS FILE PATH: K:\22021 - JAY MANOR CIP\DESCRIPTIONS\CC OS WWL ESMTS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: TN	CHK BY: HAS
SHEET 06 of 06	SCALE: 1" = 100'



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



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**EXHIBIT "B"**

**WASTEWATER EASEMENT  
AND TEMPORARY WORKSPACE EASEMENT**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                 §**

That, **Arthur Dent Werchan ("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 County, 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 wastewater lines, facilities, connections therewith, manholes, vents, and all necessary appurtenances thereto (the "**Project**"), upon, across, under, and through all or any portion of the following described property:

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In addition to the rights in the **Permanent Easement**, **Grantor** also hereby grants unto **Grantee** a **Temporary Workspace Easement** over that certain 25' wide strip of land abutting the Permanent Easement to the north and east being approximately 0.5406 acres and abutting the Permanent Easement to the south being approximately 0.6971 acres in size, more or less, and being depicted graphically on Exhibit "A" as "25' TEMPORARY CONSTRUCTION EASEMENT," for any and all purposes incident to effectuating the **Project**, including but not limited to construction staging, equipment storage, temporary spoil storage, and access. The duration of said **Temporary Workspace Easement** shall not exceed twelve (12) months, commencing upon **Grantee's** commencement of excavation for the **Project** within the **Permanent Easement** and terminating upon the earlier of **Grantee's** completion of the **Project** or the expiration of twelve (12) months from **Grantee's** commencement of work, whichever date first occurs. **Grantee** shall have the

right to utilize all materials excavated from the **Permanent Easement** during the **Project** for uses incident to the **Project**.

The right to use the Easements 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 wastewater 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 Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement, including but not limited to parking, access drives, landscaping, and lighting. **Grantor** may not erect permanent building structures within the **Permanent Easement**, however, and **Grantor** may not use any part of the Easements if such use may otherwise 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**, in **Grantee's** sole determination.

**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. **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 as nearly as reasonably possible in **Grantee's** sole determination to the same condition in which the surface was immediately before initial construction, 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** initial use of the easements granted hereunder, except that **Grantee** shall not be obligated to replace trees or vegetation other than groundcover.

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 wastewater utility lines, and for making connections therewith.

**GRANTOR:**

\_\_\_\_\_  
Arthur Dent Werchan

\_\_\_\_\_  
Date

**ACCEPTED:**

**GRANTEE: City of Manor, Texas:**

\_\_\_\_\_  
By: Dr. Christopher Harvey, Mayor

\*\*\*\*\* NOTARY ACKNOWLEDGEMENTS \*\*\*\*\*

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

The foregoing instrument was executed before me by Arthur Dent Werchan on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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 \_\_\_\_\_ 2023, 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

**Project Name:**       Cottonwood Creek West Tributary Wastewater Project  
**Parcel No.**           10  
**TCAD PID No.:**     259153

**AFTER RECORDING RETURN TO:**  
City of Manor  
105 E. Eggleston  
Manor, Texas 78653



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an ordinance annexing 93.775 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner and approving an agreement for the provision of services for the annexed area.

**BACKGROUND/SUMMARY:**

This property entered into a non-annexation development agreement in 2017 when the city proposed to involuntarily annex that area. That agreement allowed the property to remain in the city’s ETJ until such time as the land use changed. The property was sold and the new/current owner is proposing a Planned Unit Development subdivision on the property. As such, they are required to by the non-annexation development to request annexation into the city limits. First Reading was approved on November 16, 2022 , Regular Council Meeting.

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

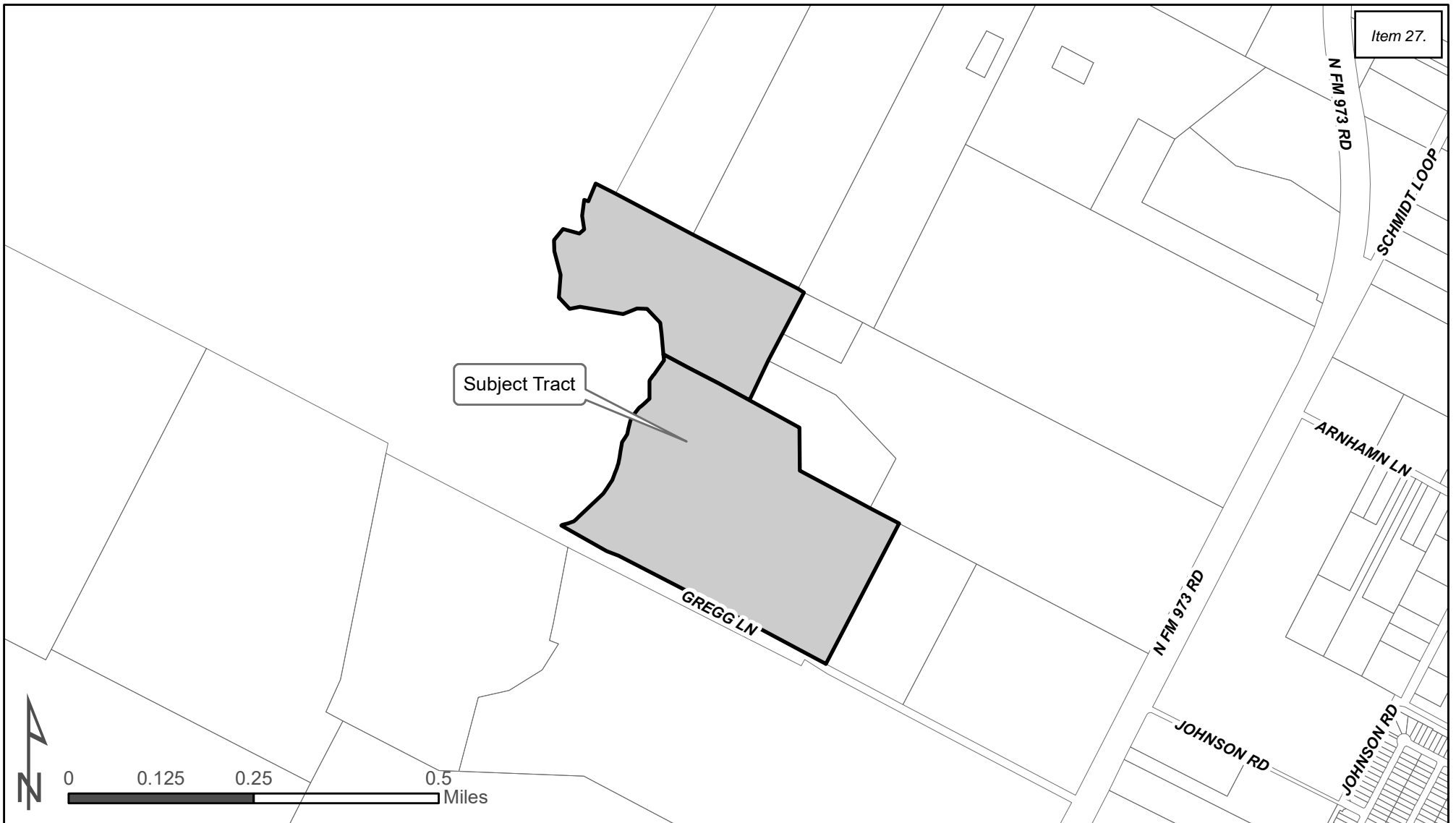
- Annexation Map
- Ordinance No. 697
- Post Annexation Provision of Services Agreement

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 697 annexing 93.775 acres of land, more or less, located in Travis County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the city, at the request of the property owner and approving an agreement for the provision of services for the annexed area.

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

Item 27.



# ***Proposed Annexation Area***

## ***90.345 Acres +/-***

**ORDINANCE NO. 697**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 93.775 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Manor, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owners' request that the City annex said property;

**WHEREAS**, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as Exhibit "B".

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

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

**SECTION 2.** All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City of Manor:

## Tract One:

Being 59.765 acres of land, more or less, 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 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

## Tract Two:

Being 30.580 acres of land, more or less, 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 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

## Tract Three:

Being 3.43 acres of land, more or less, situated in the Sumner Bacon Survey No. 62, Abstract No. 63 in Travis County, Texas, being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (ETJ), said 3.43 tract of land being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of services agreement attached hereto as Exhibit "B", 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 Agricultural District "A" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.



**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.** 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 9.** 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 FIRST READING** on this 16<sup>th</sup> day of November 2022.

**FINALLY PASSED AND APPROVED** on this 19<sup>th</sup> day of April 2023.

**THE CITY OF MANOR, TEXAS**

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

**ATTEST:**

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

ORDINANCE NO. 697

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**Exhibit "A"**

**ANNEXED PROPERTY DESCRIPTION**  
**+/- 93.775 Acres**

## Tract One

## EXHIBIT A (1 OF 12)



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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

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

**BEGINNING** at a 1/2" rebar found in the north right-of-way of Gregg Lane (variable width right-of-way), being the southeast corner of said 60.292 acre tract, and also the southwest corner of a 15.74 acre tract described in Document No. 2018051094 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;

## EXHIBIT A (2 OF 12)

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;

EXHIBIT A (3 OF 12)

- 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





**ORDINANCE NO. \_697\_**

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**Tract Two**

## EXHIBIT A (5 OF 12)



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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

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

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

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

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

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



## EXHIBIT A (6 OF 12)

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;

## EXHIBIT A (7 OF 12)

- 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;

EXHIBIT A (8 OF 12)

**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. \_697\_**

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**Tract Three**

## EXHIBIT A (10 OF 12)



3100 Alvin Devane Blvd, Suite 150  
 Austin, Texas 78741  
 Tel: 512.441.9493  
 Fax: 512.445.2286  
 www.jonescarter.com

## GREGG LANE ANNEXATION

LEGAL DESCRIPTION

BEING 3.43-acres of land, more or less, situated in the Sumner Bacon Survey No. 62 Abstract No. 63 in Travis County, Texas; being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (E.T.J.); said 3.43-acre tract of land being more particularly described by metes and bounds as follows with bearings and coordinates referenced to the Texas Coordinate System of 1983, Central Zone:

**BEGINNING:** at a 5/8-inch iron rod (N = 10,113,364.790, E = 3,179,217.978) found on the northeastern right of way of said Gregg Lane, for the southeastern corner of a called 59.765-acre tract of land to Gregg Lane Dev., LLC as described in a Special Warranty Deed W/Vendor's Lien in Document No. 2021051168 of the Official Public Records of Travis County, the southwestern corner of a called 15.74 acre tract of land to The Board of Trustees of the Manor Independent School District in a General Warranty Deed in Document No. 2016051094, the same being an approximate corner of the City of Manor Full Purpose City Limits;

**THENCE:** South 61°59'11" East a distance of 1049.87 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 15.74-acre tract, the southwestern line of a called 36.14-acre tract to the United States of America Department of Transportation Federal Aviation Administration as described in a General Warranty Deed in Document No. 2014113251 of the Official Public Records of Travis County, to a calculated point for a corner of the City of Manor Full Purpose City Limits;

**THENCE:** South 26°55'54" West a distance of 39.90 feet along a line of the City of Manor Full Purpose City Limits, across said Gregg Lane to a calculated point on the southwestern line of said Gregg Lane, the Northeastern line of the called remainder of a 146.75-acre tract to Enfield Partners, LLC et al as described in Document No. 2019013312 of the Official Public Records of Travis County, Texas, for a corner of the City of Manor Full Purpose City Limits;

**THENCE:** North 62°31'06" West a distance of 1218.23 feet along the southwestern line of said Gregg Lane, the northeastern line of the remainder of the said 146.75-acre tract of land to a calculated point for the northeastern corner of a called 2.630-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020123032 of the Official Public Records of Travis County, Texas;

**THENCE:** North 62°05'29" West a distance of 1895.89 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.630-acre tract to a calculated point for the northwestern corner of the said 2.630-acre tract, the northeastern corner of a called 2.341-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020165985 of the Official Public Records of Travis County, Texas;

**THENCE:** North 62°38'23" West a distance of 143.76 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.341-acre tract to a calculated point;

**THENCE:** North 86°45'39" East a distance of 86.71 feet across said Gregg Lane to a calculated point on the northeastern line of said Gregg Lane for the southwestern corner of the said 59.765-acre tract;

EXHIBIT A (11 OF 12)

**THENCE:** South 62°17'26" East a distance of 2133.10 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 59.765-acre tract to the **POINT OF BEGINNING** and CONTAINING an area of 3.43-acres of land, more or less.

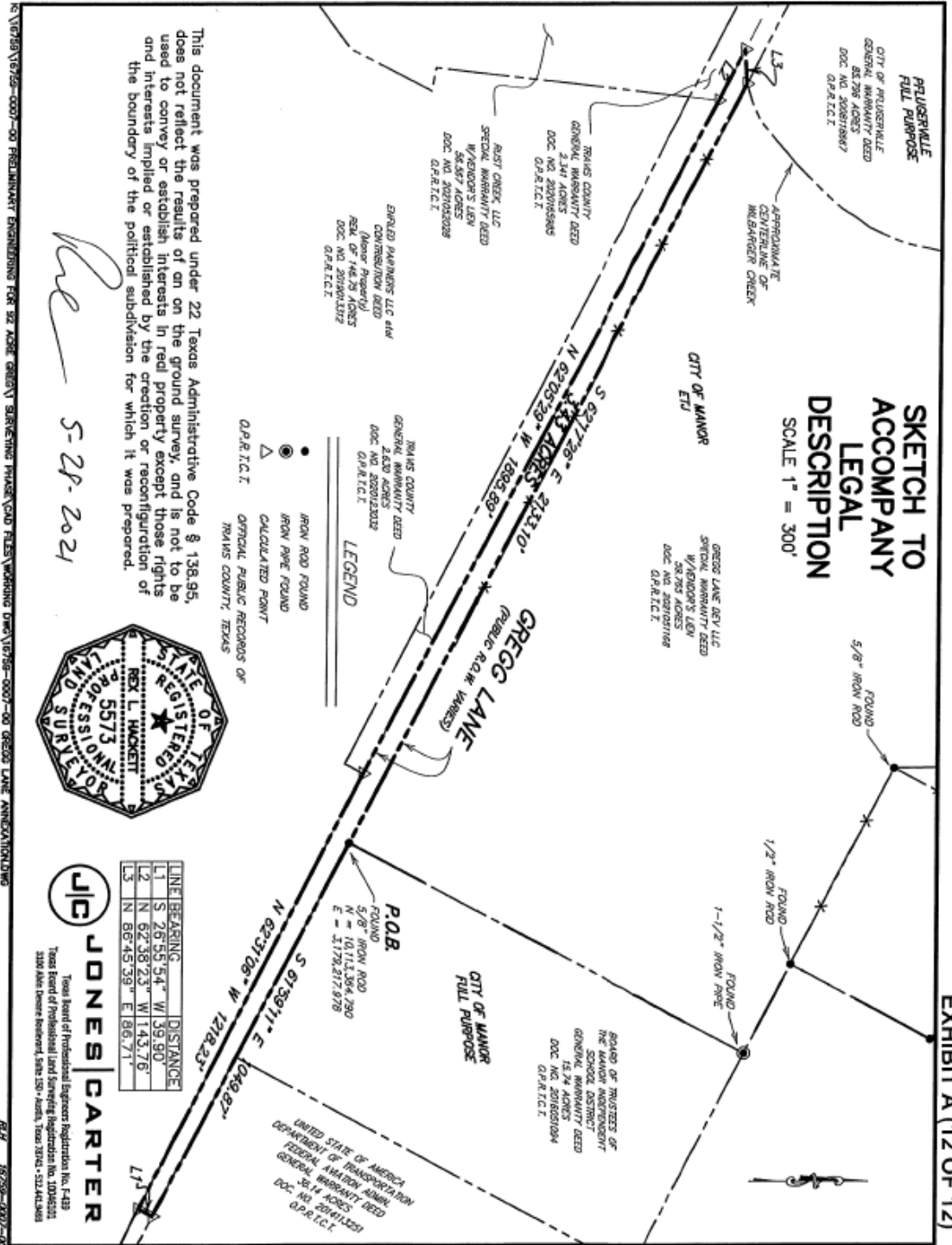
*This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*



Rex L. Hackett  
Registered Professional Land Surveyor No. 5573  
[rhackett@jonescarter.com](mailto:rhackett@jonescarter.com)

05-28-2021  
Date:







ORDINANCE NO. 697

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**Exhibit "B"**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES  
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF MANOR**

This Agreement Regarding Post-Annexation Provision of Services for Property to be Annexed into the City of Manor (the “Agreement”) is entered into by and between the City of Manor, Texas, a municipal corporation (“City”), and Gregg Lane Development, LLC and (“Landowner”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more fully hereinafter and attached hereto (the “subject property”);

**WHEREAS**, Section 43.0672, Loc. Gov't. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the subject property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation;

**WHEREAS**, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the subject property, it being understood, acknowledged and agreed by the Parties that annexation of the subject property is a condition precedent to this Agreement becoming effective;

**WHEREAS**, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the subject property (the “Effective Date”).

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing 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; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the subject property and the City establishing a program under which the City will provide municipal services to the subject property, as required by section 43.0672 of the Texas Local

Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the subject property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the landowner and this Agreement, 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. Upon annexation, police protection will be provided to the subject property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

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. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the subject property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the subject property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

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 City-owned 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. Municipal Court and General Administration services will also be available to property owners and residents in the subject property on the same basis those facilities are available to current City property owners and residents.

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "Agricultural District "A"" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the subject property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the subject property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

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 applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are 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 water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water 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 acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, 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 wastewater 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. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

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

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed 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;

(iii) The outer boundaries of the subject property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the subject property.

(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 landowner 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 the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

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

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

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and

their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Travis County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

*[signature pages follow]*

**EXECUTED and AGREED to by the Parties this the \_\_\_ day of \_\_\_\_\_, 20\_\_.**

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

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

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



**LANDOWNER:**  
**Gregg Lane Dev LLC.**

By: 

Name (print): SHAWN VERBURG

Title: MANAGER

Date: 10/28/22

**Subject Property Description**

## Tract One

## EXHIBIT A (1 OF 12)



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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

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

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

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

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

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

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## EXHIBIT A (2 OF 12)

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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## EXHIBIT A (3 OF 12)

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).

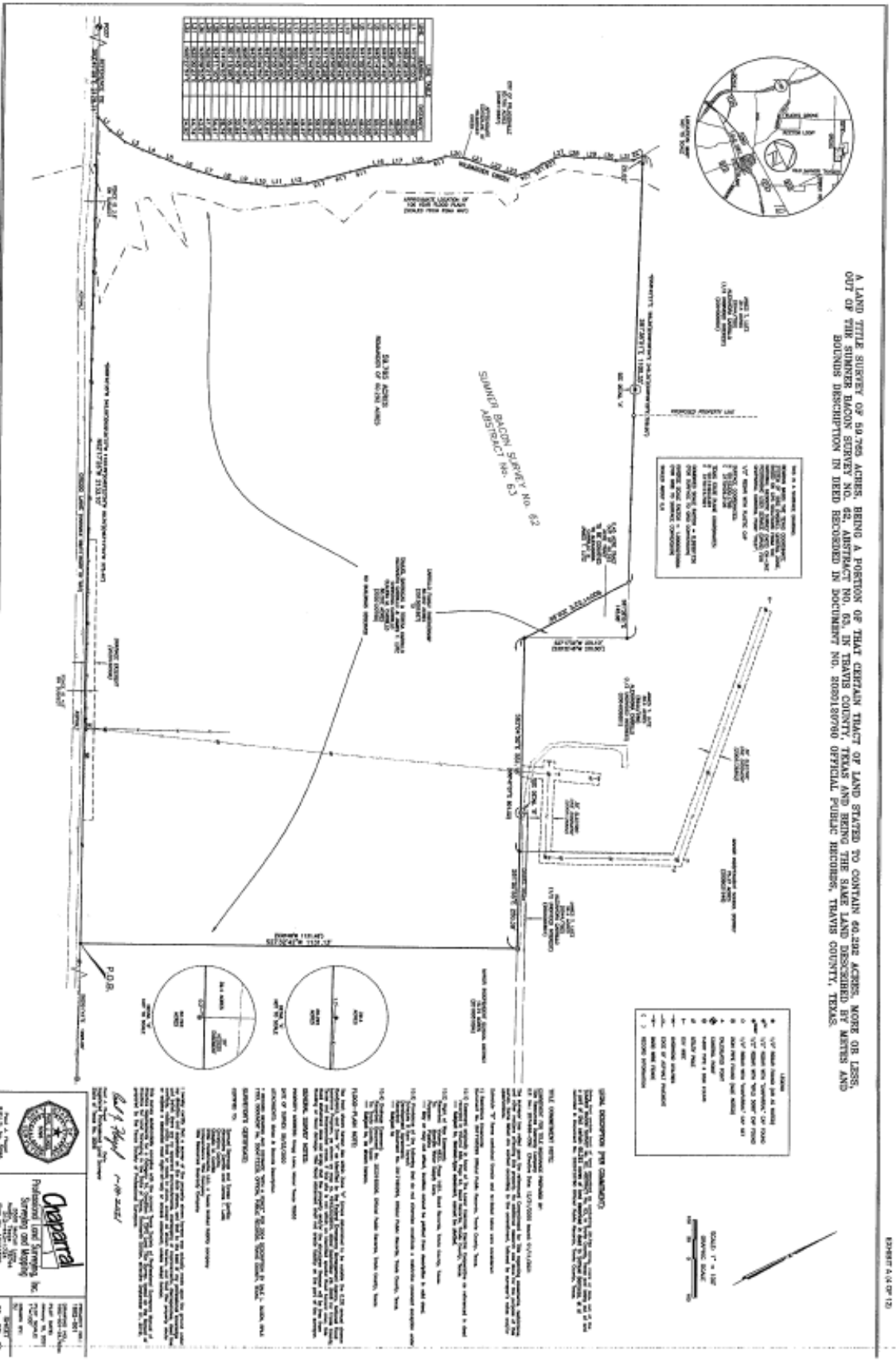
Attachments: Drawing 1662-001-59.765ac

*Paul J. Flugel* 1-18-2021

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



1662-001-59.765 ACS



**Tract Two**

## EXHIBIT A (5 OF 12)



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-380-0943

3500 McCall Lane  
Austin, Texas 78744

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

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

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

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

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

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

1662-001-30.580 AC



**EXHIBIT A (6 OF 12)**

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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## EXHIBIT A (7 OF 12)

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

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

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

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

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

1662-001-30.580 AC

**EXHIBIT A (8 OF 12)**

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

Surveyed on the ground on August 3, 2020.

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

Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel* 1-6-2021

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



1662-001-30.580 AC



## Tract Three

### EXHIBIT A (10 OF 12)



3100 Alvin Devane Blvd, Suite 150  
 Austin, Texas 78741  
 Tel: 512.441.9493  
 Fax: 512.445.2286  
 www.jonescarter.com

#### GREGG LANE ANNEXATION

#### LEGAL DESCRIPTION

BEING 3.43-acres of land, more or less, situated in the Sumner Bacon Survey No. 62 Abstract No. 63 in Travis County, Texas; being a portion of Gregg Lane (Right-of-Way Varies) in the City of Manor, Texas Extra Territorial Jurisdiction (E.T.J.); said 3.43-acre tract of land being more particularly described by metes and bounds as follows with bearings and coordinates referenced to the Texas Coordinate System of 1983, Central Zone:

**BEGINNING:** at a 5/8-inch iron rod (N = 10,113,364.790, E = 3,179,217.978) found on the northeastern right of way of said Gregg Lane, for the southeastern corner of a called 59.765-acre tract of land to Gregg Lane Dev., LLC as described in a Special Warranty Deed W/Vendor's Lien in Document No. 2021051168 of the Official Public Records of Travis County, the southwestern corner of a called 15.74 acre tract of land to The Board of Trustees of the Manor Independent School District in a General Warranty Deed in Document No. 2016051094, the same being an approximate corner of the City of Manor Full Purpose City Limits;

**THENCE:** South 61°59'11" East a distance of 1049.87 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 15.74-acre tract, the southwestern line of a called 36.14-acre tract to the United States of America Department of Transportation Federal Aviation Administration as described in a General Warranty Deed in Document No. 2014113251 of the Official Public Records of Travis County, to a calculated point for a corner of the City of Manor Full Purpose City Limits;

**THENCE:** South 26°55'54" West a distance of 39.90 feet along a line of the City of Manor Full Purpose City Limits, across said Gregg Lane to a calculated point on the southwestern line of said Gregg Lane, the Northeastern line of the called remainder of a 146.75-acre tract to Enfield Partners, LLC et al as described in Document No. 2019013312 of the Official Public Records of Travis County, Texas, for a corner of the City of Manor Full Purpose City Limits;

**THENCE:** North 62°31'06" West a distance of 1218.23 feet along the southwestern line of said Gregg Lane, the northeastern line of the remainder of the said 146.75-acre tract of land to a calculated point for the northeastern corner of a called 2.630-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020123032 of the Official Public Records of Travis County, Texas;

**THENCE:** North 62°05'29" West a distance of 1895.89 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.630-acre tract to a calculated point for the northwestern corner of the said 2.630-acre tract, the northeastern corner of a called 2.341-acre tract of land to Travis County as described in a General Warranty Deed in Document No. 2020165985 of the Official Public Records of Travis County, Texas;


**THENCE:** North 62°38'23" West a distance of 143.76 feet continuing along the southwestern line of said Gregg Lane, the northeastern line of the said 2.341-acre tract to a calculated point;

**THENCE:** North 86°45'39" East a distance of 86.71 feet across said Gregg Lane to a calculated point on the northeastern line of said Gregg Lane for the southwestern corner of the said 59.765-acre tract;

EXHIBIT A (11 OF 12)

**THENCE:** South 62°17'26" East a distance of 2133.10 feet along the northeastern line of said Gregg Lane, the southwestern line of the said 59.765-acre tract to the **POINT OF BEGINNING** and CONTAINING an area of 3.43-acres of land, more or less.

*This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.*

  
\_\_\_\_\_  
Rex L. Hackett  
Registered Professional Land Surveyor No. 5573  
[rhackett@ionescarter.com](mailto:rhackett@ionescarter.com)

05-28-2021  
\_\_\_\_\_  
Date:





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Second and Final Reading: Consideration, discussion, and possible action on an Ordinance for the Final Planned Use Development for the New Haven Subdivision, two hundred and seventy-two (272) lots on 90.3 acres, more or less, and being located near the intersections of Gregg Ln and N. FM 973, Manor, TX.

*Applicant: Drenner Group*

*Owner: Ashton Grey Development*

**BACKGROUND/SUMMARY:**

The preliminary PUD was approved by the City Council on 12/4/22 with modifications for better access to Park B, parking, and a teen amenity. The developer has removed a lot in front of Park B along the roadway and added a 10-20 space parking lot to provide park access and parking. They've added to Teen amenities to Park B: shade trees, passive spaces for social interaction (2-person and 4-person tables), solar charging stations, active spaces for sports play, active play equipment (table tennis, corn hole, etc.), exercise equipment, volleyball court, and recreation sports area.

P&Z approved the Final PUD 5-1 with a recommendation for specify 2 table tennis tables in Park B

City Council approved first reading of the Final PUD on December 21, 2022

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

- Ordinance No. 698
- Letter of intent
- Final PUD
- Aerial Image
- FLUM and dashboard
- Thoroughfare Plan
- Ground Storage Tank Facility
- Conformance Letter
- Public Notice and Mailing Labels

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the second and final reading of Ordinance No. 698 for the Final Planned Use Development for the New Haven Subdivision, two hundred and seventy-two (272) lots on 90.3 acres, more or less, and being located near the intersections of Gregg Ln and N. FM 973, Manor, TX.

<b>PLANNING &amp; ZONING COMMISSION:</b>	<b>Recommend Approval</b>	<b>Disapproval</b>	<b>None</b>
	X		

**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**

**PASSED AND APPROVED FIRST READING** on this the 21<sup>st</sup> 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:**

\_\_\_\_\_  
Lluvia 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;

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;

- 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;

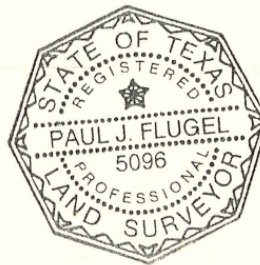
Surveyed on the ground on August 3, 2020.

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



**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;

**ORDINANCE NO.**

- 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;

**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

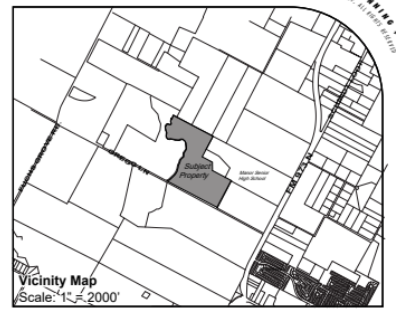
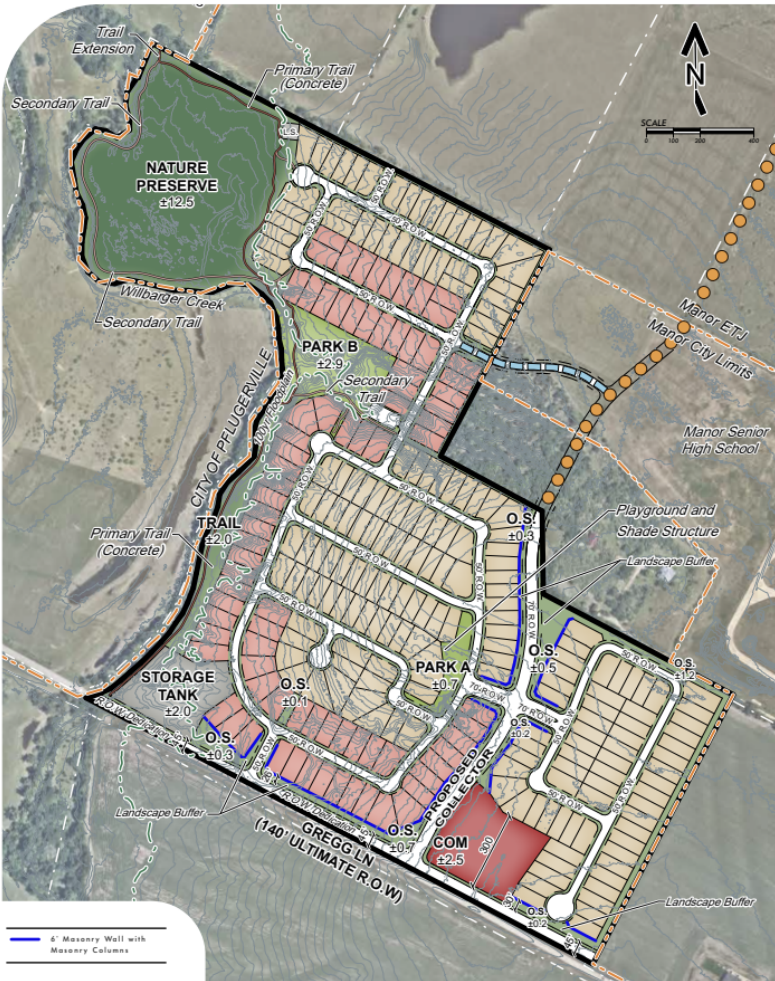




**ORDINANCE NO.**

**Page 10**

**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 COMPLETED 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 %
SP RESIDENTIAL - TYP 50x100	190 LOTS	36.3 Ac.	40%
SP RESIDENTIAL - TYP 50x100	81 LOTS	25.1 Ac.	28%
COMMERCIAL	2.5 Ac.	3%	
UTILITY	2.0 Ac.	2%	
DETENTION/NATURE PRESERVE	11.5 Ac.	14%	
OPEN SPACE	7.1 Ac.	8%	
TRAILS	2.0 Ac.	2%	
COLLECTOR	4.8 Ac.	5%	
<b>TOTALS</b>	<b>271 LOTS</b>	<b>90.3 Ac.</b>	<b>100%</b>

\*Calculation is approximate and includes adjacent right of way

2) MINIMUM LOT SIZE HEIGHT AND PLACEMENT REQUIREMENTS

Land Use	Front	Setbacks			Minimum Lot Size	Minimum Lot Width	Maximum Height	Density
		Side	Corner	Rear				
SP-50	25 (25' on lot de. req.)	5	5	10'	5,750	35'	20	1.5 Units/Acre
SP-40	25 (25' on lot de. req.)	5	5	10'	7,200	35'	30	3.5 Units/Acre
Commercial	25	5	5	10'	10,000	40'	30	10 Units/Acre

\*Corner lots will be required to have an additional 6' of width when adjacent to right of way along the side yard.

3) LOT COVERAGE

Land Use	Main Building	Main and Accessory Building
SP-50	100%	60%
SP-40	100%	60%
Commercial	100%	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 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
SP-50	20%
SP-40	20%
Commercial	10%
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 UNLOADING 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 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**
- 1. 8' Concrete Primary Trail (Site Connectivity)
  - 2. 8' Concrete Secondary Trail (Site Connectivity)
  - 3. Benches (200' Approximate Spacing)
  - 4. (1) Shade Structure
  - 5. (1) 5-12' pm. Playground Structure
  - 6. (1) 5-12' pm. Playground Structure
  - 7. (1) 5-12' pm. Playground Structure
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  - 50. (1) 5-12' pm. Playground Structure

8) TRAFFIC

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

9) UTILITIES

Utility	10' - 12'	12' - 15'	15' - 18'	18' - 21'	21' - 24'	24' - 27'	27' - 30'	30' - 33'	33' - 36'	36' - 39'	39' - 42'	42' - 45'	45' - 48'	48' - 51'	51' - 54'	54' - 57'	57' - 60'	60' - 63'	63' - 66'	66' - 69'	69' - 72'	72' - 75'	75' - 78'	78' - 81'	81' - 84'	84' - 87'	87' - 90'	90' - 93'	93' - 96'	96' - 99'	99' - 102'	102' - 105'	105' - 108'	108' - 111'	111' - 114'	114' - 117'	117' - 120'	120' - 123'	123' - 126'	126' - 129'	129' - 132'	132' - 135'	135' - 138'	138' - 141'	141' - 144'	144' - 147'	147' - 150'	150' - 153'	153' - 156'	156' - 159'	159' - 162'	162' - 165'	165' - 168'	168' - 171'	171' - 174'	174' - 177'	177' - 180'	180' - 183'	183' - 186'	186' - 189'	189' - 192'	192' - 195'	195' - 198'	198' - 201'	201' - 204'	204' - 207'	207' - 210'	210' - 213'	213' - 216'	216' - 219'	219' - 222'	222' - 225'	225' - 228'	228' - 231'	231' - 234'	234' - 237'	237' - 240'	240' - 243'	243' - 246'	246' - 249'	249' - 252'	252' - 255'	255' - 258'	258' - 261'	261' - 264'	264' - 267'	267' - 270'	270' - 273'	273' - 276'	276' - 279'	279' - 282'	282' - 285'	285' - 288'	288' - 291'	291' - 294'	294' - 297'	297' - 300'	300' - 303'	303' - 306'	306' - 309'	309' - 312'	312' - 315'	315' - 318'	318' - 321'	321' - 324'	324' - 327'	327' - 330'	330' - 333'	333' - 336'	336' - 339'	339' - 342'	342' - 345'	345' - 348'	348' - 351'	351' - 354'	354' - 357'	357' - 360'	360' - 363'	363' - 366'	366' - 369'	369' - 372'	372' - 375'	375' - 378'	378' - 381'	381' - 384'	384' - 387'	387' - 390'	390' - 393'	393' - 396'	396' - 399'	399' - 402'	402' - 405'	405' - 408'	408' - 411'	411' - 414'	414' - 417'	417' - 420'	420' - 423'	423' - 426'	426' - 429'	429' - 432'	432' - 435'	435' - 438'	438' - 441'	441' - 444'	444' - 447'	447' - 450'	450' - 453'	453' - 456'	456' - 459'	459' - 462'	462' - 465'	465' - 468'	468' - 471'	471' - 474'	474' - 477'	477' - 480'	480' - 483'	483' - 486'	486' - 489'	489' - 492'	492' - 495'	495' - 498'	498' - 501'	501' - 504'	504' - 507'	507' - 510'	510' - 513'	513' - 516'	516' - 519'	519' - 522'	522' - 525'	525' - 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780'	780' - 783'	783' - 786'	786' - 789'	789' - 792'	792' - 795'	795' - 798'	798' - 801'	801' - 804'	804' - 807'	807' - 810'	810' - 813'	813' - 816'	816' - 819'	819' - 822'	822' - 825'	825' - 828'	828' - 831'	831' - 834'	834' - 837'	837' - 840'	840' - 843'	843' - 846'	846' - 849'	849' - 852'	852' - 855'	855' - 858'	858' - 861'	861' - 864'	864' - 867'	867' - 870'	870' - 873'	873' - 876'	876' - 879'	879' - 882'	882' - 885'	885' - 888'	888' - 891'	891' - 894'	894' - 897'	897' - 900'	900' - 903'	903' - 906'	906' - 909'	909' - 912'	912' - 915'	915' - 918'	918' - 921'	921' - 924'	924' - 927'	927' - 930'	930' - 933'	933' - 936'	936' - 939'	939' - 942'	942' - 945'	945' - 948'	948' - 951'	951' - 954'	954' - 957'	957' - 960'	960' - 963'	963' - 966'	966' - 969'	969' - 972'	972' - 975'	975' - 978'	978' - 981'	981' - 984'	984' - 987'	987' - 990'	990' - 993'	993' - 996'	996' - 999'	999' - 1002'	1002' - 1005'	1005' - 1008'	1008' - 1011'	1011' - 1014'	1014' - 1017'	1017' - 1020'	1020' - 1023'	1023' - 1026'	1026' - 1029'	1029' - 1032'	1032' - 1035'	1035' - 1038'	1038' - 1041'	1041' - 1044'	1044' - 1047'	1047' - 1050'	1050' - 1053'	1053' - 1056'	1056' - 1059'	1059' - 1062'	1062' - 1065'	1065' - 1068'	1068' - 1071'	1071' - 1074'	1074' - 1077'	1077' - 1080'	1080' - 1083'	1083' - 1086'	1086' - 1089'	1089' - 1092'	1092' - 1095'	1095' - 1098'	1098' - 1101'	1101' - 1104'	1104' - 1107'	1107' - 1110'	1110' - 1113'	1113' - 1116'	1116' - 1119'	1119' - 1122'	1122' - 1125'	1125' - 1128'	1128' - 1131'	1131' - 1134'	1134' - 1137'	1137' - 1140'	1140' - 1143'	1143' - 1146'	1146' - 1149'	1149' - 1152'	1152' - 1155'	1155' - 1158'	1158' - 1161'	1161' - 1164'	1164' - 1167'	1167' - 1170'	1170' - 1173'	1173' - 1176'	1176' - 1179'	1179' - 1182'	1182' - 1185'	1185' - 1188'	1188' - 1191'	1191' - 1194'	1194' - 1197'	1197' - 1200'	1200' - 1203'	1203' - 1206'	1206' - 1209'	1209' - 1212'	1212' - 1215'	1215' - 1218'	1218' - 1221'	1221' - 1224'	1224' - 1227'	1227' - 1230'	1230' - 1233'	1233' - 1236'	1236' - 1239'	1239' - 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# DRENNER GROUP

Leah Bojo  
direct dial: (512) 807-2918  
lbojo@drennergroupp.com

June 3, 2021

Mr. Thomas M. Bolt  
City Manager  
P.O. Box 387  
Manor, Texas 78653

Via Electronic Delivery

Re: Gregg Lane PUD – Planned Unit Development (PUD) Application for the 90.345-acre property located at Gregg Lane, Travis County, Texas (the “Property”)

Dear Mr. Bolt:

As representatives of the owner of the Property, we respectfully submit the enclosed Planned Unit Development Application package. The project is titled Gregg Lane PUD and consists of a 90.345-acre tract of land. The Property is located north of Gregg Lane to the west of FM 973.

The proposed development is anticipated to be a mix of commercial use, residential use, and publicly accessible open space. The development is planned to include two acres for commercial retail development, as well as 264 single-family homes on varying lot sizes to provide diverse housing options. Additionally, the PUD will include a public trail and open space connection from north to south, intended to contribute to the City’s long-term plans for Wilbarger Creek.

A future roadway is anticipated to bisect the Property based on the Manor Roadway Map. Annexation, zoning, platting, site plan, and building permits are anticipated to be needed in order to develop the 90.345 acres. The site is currently included in a development agreement which stipulates that upon submission of any permit the property owner must voluntarily annex into the City limits. We are requesting concurrent review of these permits, beginning with this PUD application alongside the annexation application.

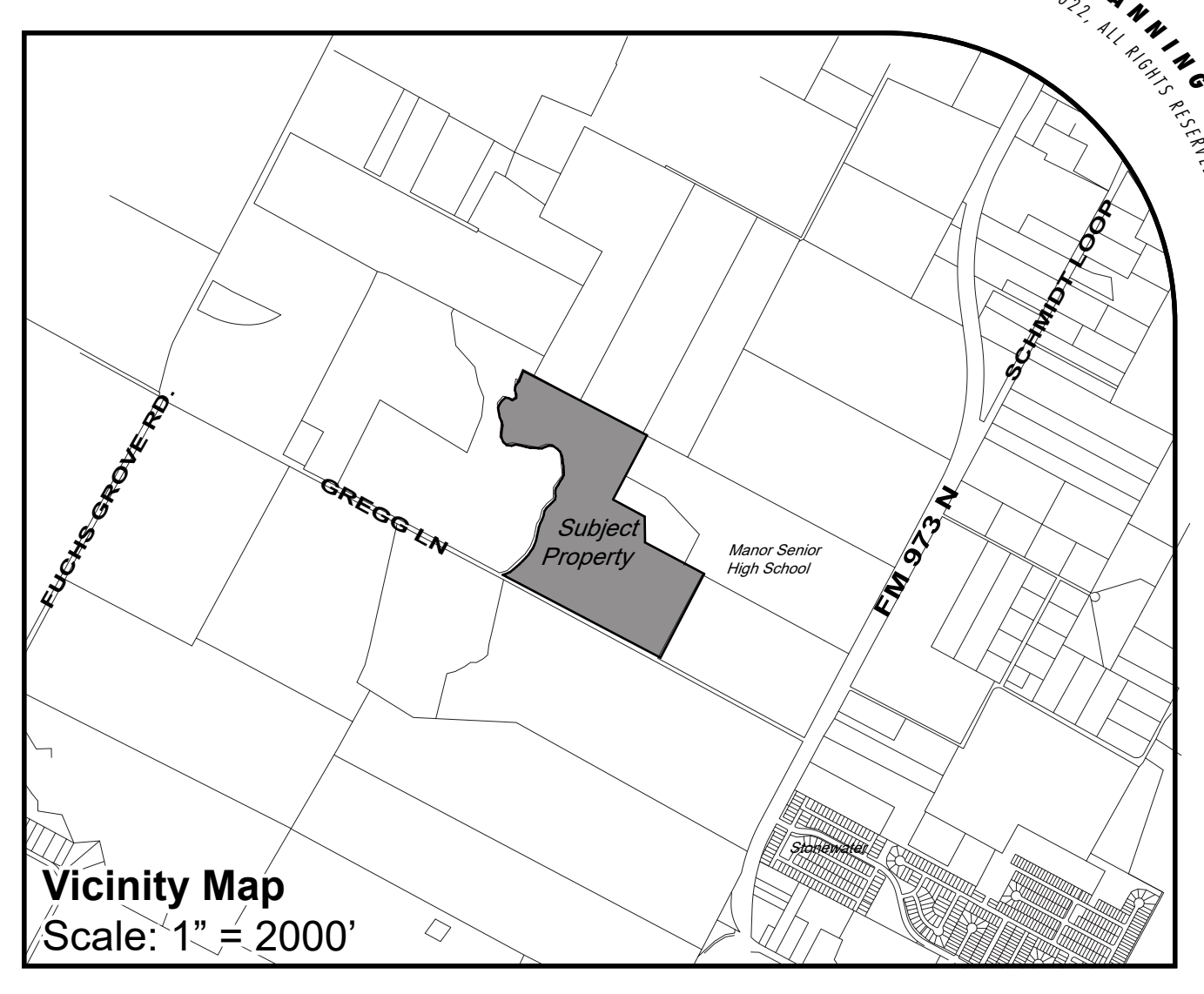
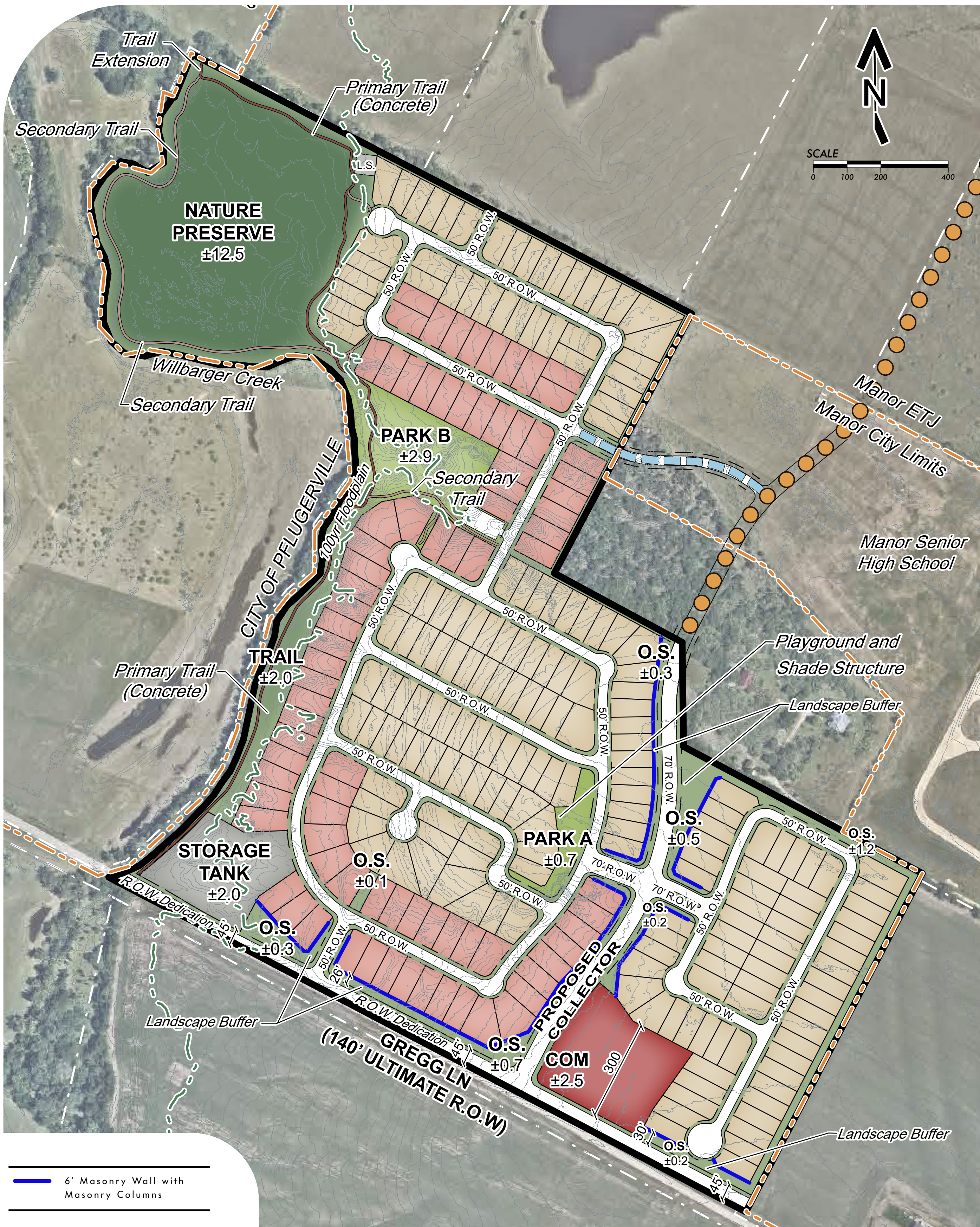
Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Sincerely



Leah M. Bojo

cc: Scott Dunlop, Development Services Director, City of Manor *(via electronic delivery)*



**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 %
SF RESIDENTIAL - TYP. 50'x120'	190 LOTS	36.3 Ac.	40%
SF RESIDENTIAL - TYP. 60'x125'	81 LOTS	23.1 Ac.	26%
COMMERCIAL	2.5 Ac.	3%	
UTILITY	2.0 Ac.	2%	
DETENTION/NATURE PRESERVE	12.5 Ac.	14%	
PARK/OPEN SPACE	7.1 Ac.	8%	
TRAILS	2.0 Ac.	2%	
COLLECTOR	4.8 Ac.	5%	
<b>TOTALS</b>	<b>271 LOTS</b>	<b>90.3 Ac.</b>	<b>100%</b>

\*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/acre
SF-60'	25'/20' on cul de sac	5'	15'	10'	7,200	60'	35'	5 du/acre
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 CALIPER, 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**
1. 8' Concrete Primary Trail (Site Connectivity)
  2. 6' Concrete Secondary Trail (Site Connectivity)
  3. Benches (300' Approximate Spacing)
- 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)
  7. (1) Trash Receptacle
  8. (2) Picnic Tables
  9. (2) Benches
  10. (1) Pet Waste Station
- PARK B**
1. 8' Concrete Primary Trail (Site Connectivity)
  2. 6' Concrete Secondary Trail (Site Connectivity)
  3. (1) Shade Structure
  4. Benches (300' Approximate Spacing)
  5. Trash Receptacles (300' Approximate Spacing)
  6. 10-20 Parking Spaces
  7. 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
- TRAIL**
1. 8' Concrete Primary Trail (Site Connectivity)
  2. Benches (300' Approximate Spacing)

**8) TRAFFIC**

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

**9) UTILITIES**

Land Use	Acres	Lots	LUES
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
	60.1 Ac.		322 LUES

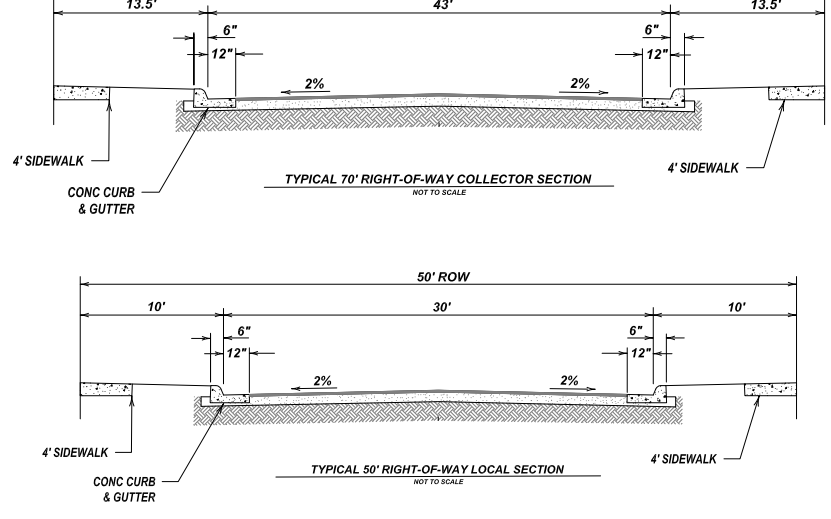
Note: These values are intended for preliminary analysis only and may vary from values provided in the final site design.

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

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

a planned unit development  
 final site plan for

# NEWHAVEN PUD

± 90.3 ACRES OF LAND  
 prepared for

## ASHTON GRAY DEVELOPMENT

LAND PLANNER:  
**META PLANNING + DESIGN**  
 24275 Katy Freeway, Ste. 200  
 Katy, Texas 77494  
 Tel: 281-810-1422

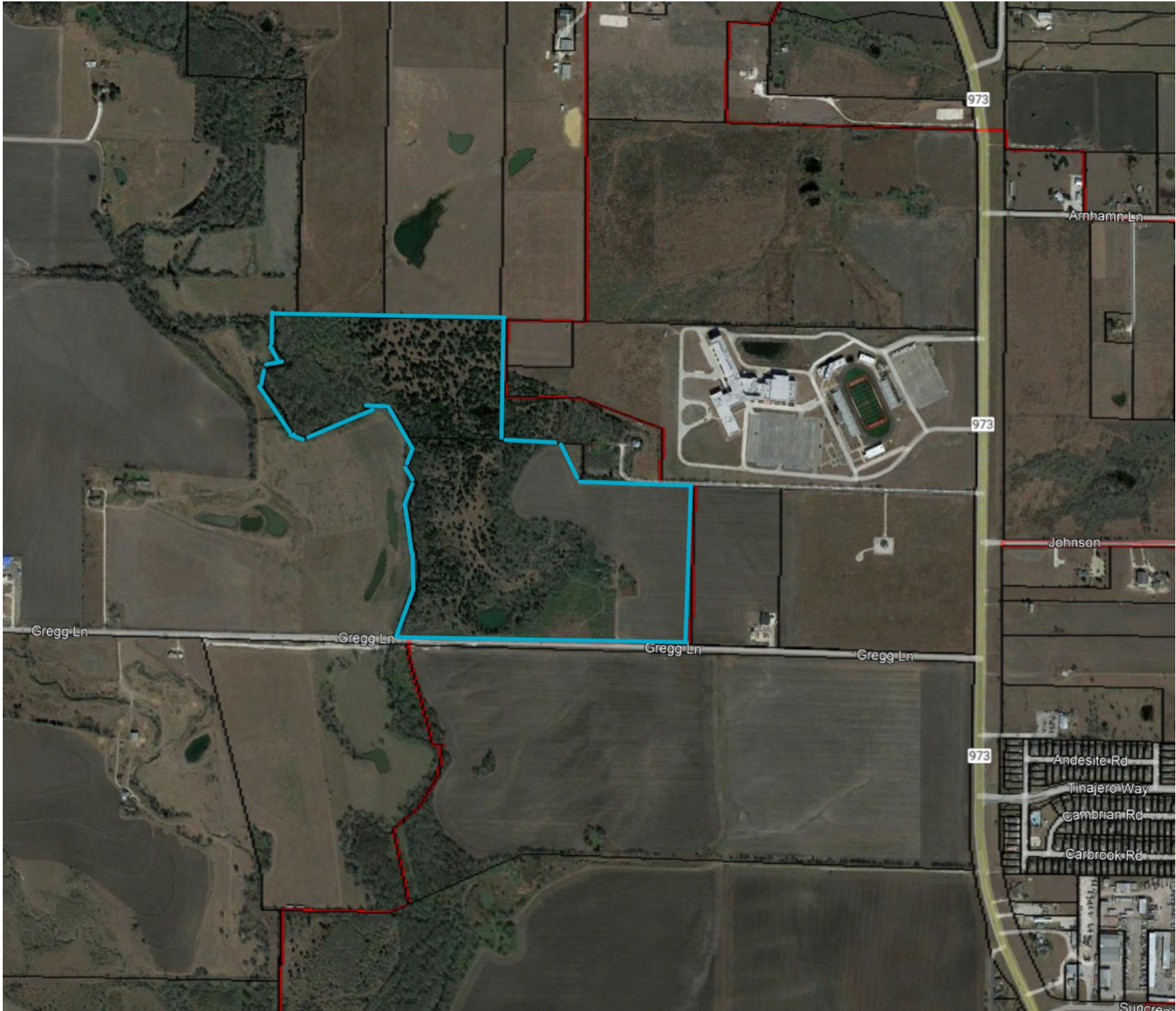
ENGINEER:  
**QUIDDITY**  
 3100 Alvin Devane Blvd, Suite 150  
 Austin, Texas 78741  
 Tel: 512.441.9493  
 www.quiddity.com

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

SCALE  
 0 100 200 400

MTA-78007  
 DECEMBER 5, 2022

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.





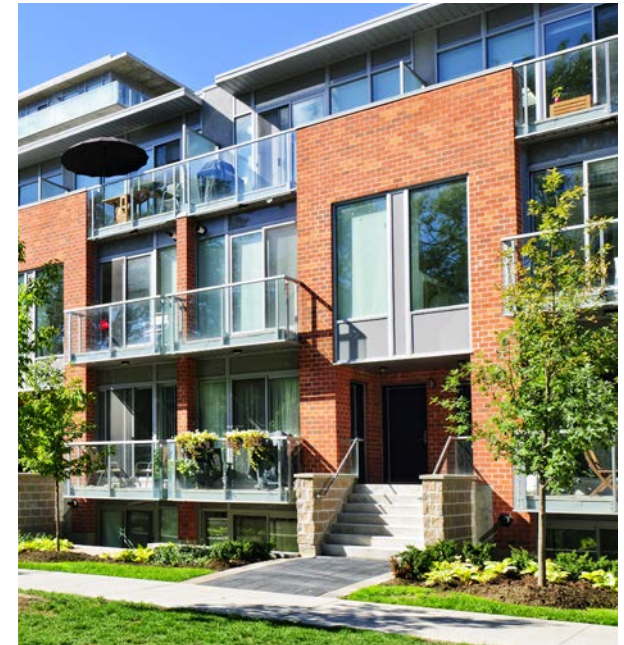
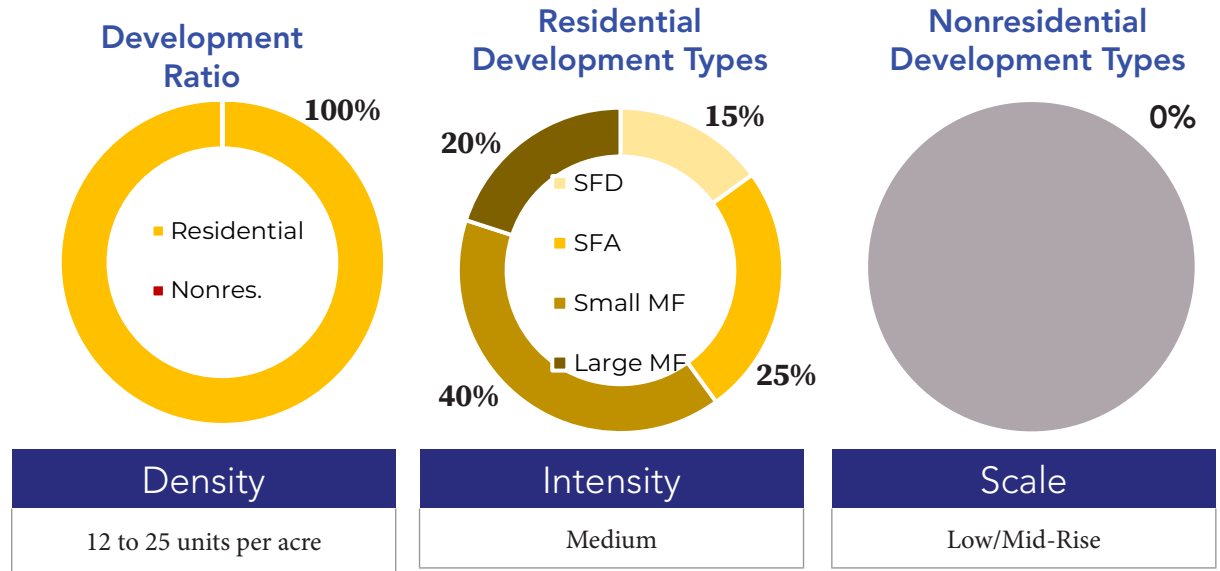
**MIXED DENSITY NEIGHBORHOODS**

Mixed Density Neighborhoods primarily support a mix of housing options that may consist of one or more of the following housing types from more dense single family homes to small multifamily, with a higher proportion of attached, missing middle, and multifamily products than the Neighborhood category.

The mixed density neighborhood areas are intended to diversify residential areas and allow for infill of different housing types among new or existing single family homes.

This use can serve as an appropriate transition from nonresidential and mixed-use areas to the lower density Neighborhoods.

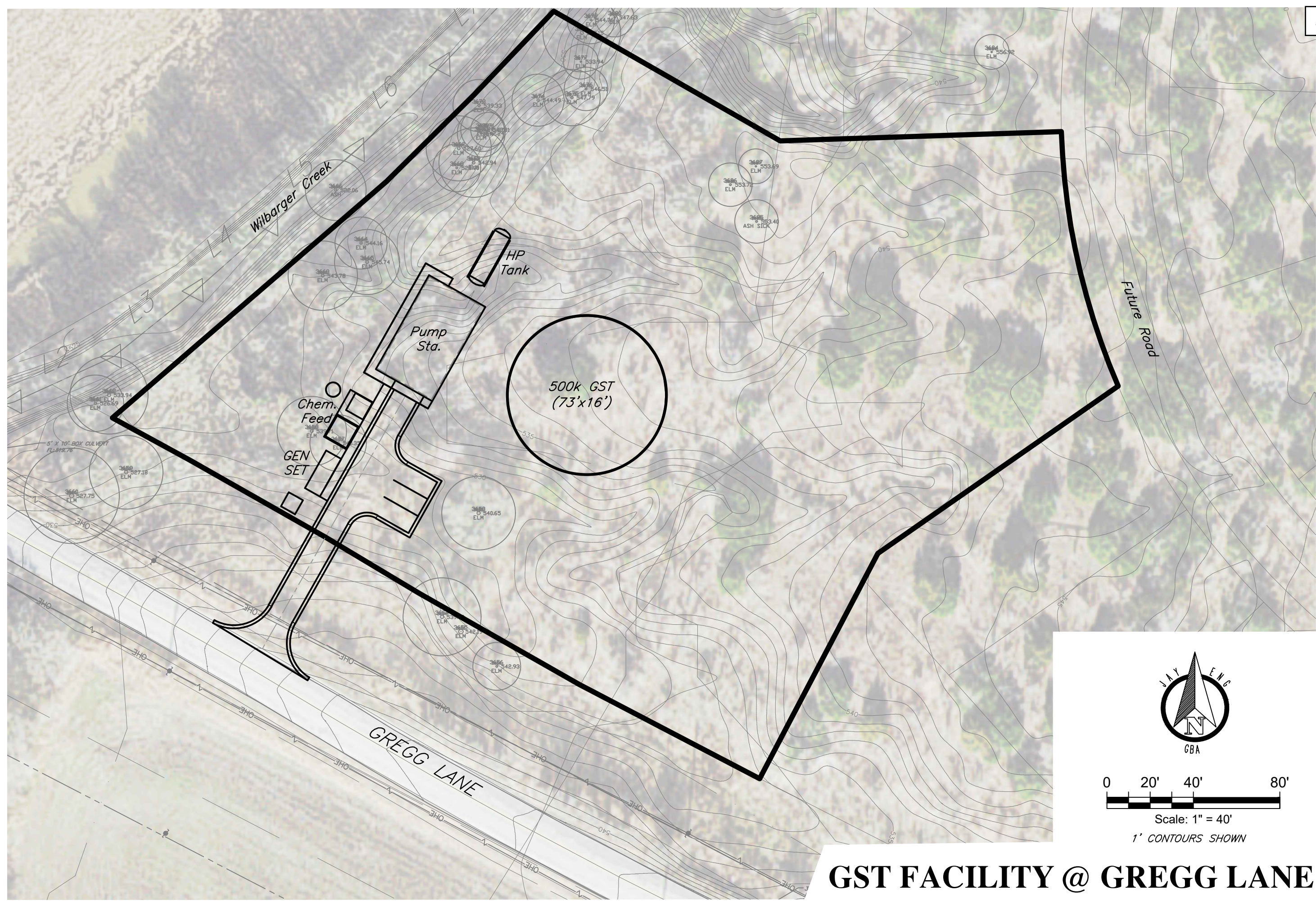
**Figure 3.5.** Mixed Density Neighborhoods Land Use Mix Dashboard





DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	●●●○○	Appropriate if a denser product on smaller lots, condo regime, or “build-to-rent” products.
SFD + ADU	●●●●○	
SFA, Duplex	●●●●●	
SFA, Townhomes and Detached Missing Middle	●●●●●	Appropriate overall.
Apartment House (3-4 units)	●●●●●	
Small Multifamily (8-12 units)	●●●●●	
Large Multifamily (12+ units)	●●●○○	Appropriate when adjacent to retail and employment opportunities, with superior access to open space and roadways. Should be integrated with small multifamily and other missing middle housing options.
Mixed-Use Urban, Neighborhood Scale	●○○○○	Not considered appropriate, but may occur in other future land use categories adjacent to Mixed-Density Neighborhoods.
Mixed-Use Urban, Community Scale	●○○○○	
Shopping Center, Neighborhood Scale	●○○○○	
Shopping Center, Community Scale	●○○○○	
Light Industrial Flex Space	●○○○○	
Manufacturing	●○○○○	
Civic	●●●●●	Considered supportive to the function and livability of this future land use category; government buildings, schools and community facilities can serve as activity hubs within neighborhoods.
Parks and Open Space	●●●●●	Generally considered appropriate or compatible within all Land Use Categories.





G:\15318\Civil 3D\Production Drawings\Exhibits\15318\_GST Facility Gregg Lane\_Exh 1.dwg

# GST FACILITY @ GREGG LANE



1500 County Road 269  
Leander, TX 78641

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

Date: Friday, December 9, 2022

Aneil Naik  
Drenner Group  
2705 Bee Caves Road, Suite 100  
Austin TX 78746  
anaik@drennergroupp.com

Permit Number 2022-P-1480-ZO  
Job Address: Gregg Lane, Manor 78653

Dear Aneil Naik,

The submittal of the revised New Haven Final PUD Site Plans submitted by Drenner Group and received by our office on 12/7/2022, 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

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



10/24/2022

## City of Manor Development Services

# Notification for a Final PUD Site Plan

Project Name: New Haven Development Final PUD  
 Case Number: 2022-P-1480-ZO  
 Case Manager: Michael Burrell  
 Contact: [mburrell@manortx.gov](mailto:mburrell@manortx.gov) – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Final Planned Use Development for the New Haven Subdivision located near the intersections of Gregg Ln and N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

**Public Hearing: Conduct a public hearing on a Final Planned Use Development for the New Haven Subdivision, two hundred and seventy-two (272) lots on 90.3 acres, more or less, and being located near the intersections of Gregg Ln and N. FM 973, Manor, TX.**

***Applicant: Drenner Group***

***Owner: Ashton Grey Development***

The Planning and Zoning Commission will meet at 6:30PM on 11/09/2022 at 105 East Eggleston Street in the City Hall Council Chambers.

City Council will meet at 7:00PM on 11/16/2022 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 Final PUD Site Plan has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners and Council Members during the discussion of this item.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19, 2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the New Haven Development Agreement.

**BACKGROUND/SUMMARY:**

This development agreement sets some of the development standards not provided for in the PUD like masonry, architectural requirements, and outdoor lighting as well as providing for concurrent subdivision review. It includes PID provisions, but does not create the PID, as that will occur later by separate action. The PID Committee met on 4/12 to discuss these PID provisions. The agreement also details the provision of wastewater service the property and includes cost-sharing with city whereby the city will pay for oversizing the off-site lines and reimbursing the developer 50% of the paid wastewater impact fees from lots within the developer for the on-site wastewater line oversizing. The oversizing increases the lines from 8" and 12" to 15" to accommodate future growth from the Okra Tract, Monarch Ranch, and land north of the New Haven Development.

This agreement also provides for the donation of land to the city for a Ground Storage Tank on Gregg Lane. The property is also transferring out of Manville and Aqua's water service areas and into the city's water service area.

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

- Development Agreement

**STAFF RECOMMENDATION:**

It is the city staff's recommendation that the City Council approve the New Haven Development Agreement.

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

## DEVELOPMENT AGREEMENT (Newhaven)

This Development Agreement (the “**Agreement**”) is made, entered into, and effective, as of the \_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between the **City of Manor**, a Texas home-rule municipal corporation (the “**City**”), and **Gregg Lane Dev LLC**, a Texas limited liability company and its authorized and approved successors and assigns (the “**Developer**”). **Monarch Ranch at Manor LLC**, a Texas limited liability company (“**Monarch Developer**”) hereby consents to this Agreement for the limited purposes described in Sections 6.02, 6.03, and 6.04 herein. The City and the Developer are sometimes referred to herein as the “**Parties**.” The Parties hereby contract, covenant and agree, and the Monarch Developer hereby consents for the limited purposes described herein, as follows.

### Recitals

A. Developer owns approximately 90.35 acres of land, more or less, located in Travis County, Texas, described in the attached **Exhibit “A”** (the “**Property**”). The Property is located within the extraterritorial jurisdiction (“**ETJ**”) of the City but is subject to one or more annexation agreements that provide for the Property to be annexed into the full purpose jurisdiction of the City when the Property is developed.

B. Developer intends to develop the Property as a master planned mixed use development with up to 275 dwelling units and approximately 2.6 acres planned for commercial uses, as provided in this Agreement, and as generally shown on the Development Plan attached hereto as **Exhibit “B”** (the “**Project**” and/or the “**Development**”).

C. Prior to the Effective Date, Developer submitted a Planned Unit Development (“**PUD**”) zoning application to the City covering the Property and it is intended that concurrently herewith, the Property will be annexed into the full purpose jurisdiction of the City and the Property will be zoned PUD in accordance with the terms and conditions contained in the PUD Application Exhibit attached hereto as **Exhibit “C”**.

D. The Developer has submitted a Public Improvement District (“**PID**”) Petition to the City and the City intends to create a PID on the Property (the “**District**”) in order to finance certain public infrastructure to support the Project in a financially feasible manner in accordance with the PID Act and any other applicable state law at no cost to the City. It is intended that special assessments will be levied on the Property and PID Bonds (hereinafter defined) will be sold to finance and/or reimburse the cost of certain Authorized Improvements (hereinafter defined) more particularly described in the PID Financing Agreement (hereinafter defined) and the Service and Assessment Plan (hereinafter defined) which will be agreed to by the Parties after the Effective Date.

E. Developer will initially fund the costs to design and construct the Authorized Improvements within the Project. Subject to the terms of this Agreement, the City will pay for and/or reimburse the Developer for the costs of the Authorized Improvements from proceeds of the PID Bonds.



F. Developer may, subject to the terms of this Agreement, elect to construct the Offsite Wastewater Facilities (hereinafter defined) to service the Development and if so, Monarch Developer agrees to allow Developer the use of the Monarch Ranch Offsite Water and Wastewater Construction Plans (hereinafter defined) to construct the Offsite Wastewater Facilities pursuant to the terms of this Agreement.

G. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure within the City, and otherwise be in the best interests of the City.

H. The Parties desire to establish certain standards, restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

I. This Agreement is entered into pursuant to the provisions of the City Charter of the City (“**City Charter**”) and applicable state law.

## **Article I. Incorporation of Recitals and Definitions**

**1.01. Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

**1.02. Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“**Agreement**” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 13.01 hereof.

“**Annexation Ordinance**” means Ordinance No. \_\_\_\_\_ covering the Property and including the Property within the City’s full purpose jurisdiction, adopted on even date herewith.

“**Applicable Rules**” shall have the meaning set forth in Section 4.01 hereof.

“**Appraisal**” means the appraisal of the Property obtained in connection with issuance of the PID Bonds to determine whether there is sufficient value associated with the Property to meet the value to lien ratios set forth in the PID Finance Exhibits (hereinafter defined).

“**Authorized Improvements**” means public improvements that are eligible under the PID Act and to be constructed and funded by the PID Bonds (hereinafter defined). The public improvements are

currently intended to include landscaping, drainage improvements, detention pond, erosion control, street and site improvements, collector road street and site improvements, lift station and force main, earthwork and demolition, traffic improvements, formation costs, soft costs, and costs of bond issuance. The final list of Authorized Improvements will be more particularly described in the PID creation resolution, PID Financing Agreement (hereinafter defined) and the Service and Assessment Plan (hereinafter defined). A current list of public improvements for the Project and their estimated costs are attached hereto as **Exhibit “H”**. The PID will fund no more than \$10,000,000 in Authorized Improvements, including Bond issuance and financing costs, with funding priority given to roadway, water and wastewater improvements, subject to the terms of this Agreement.

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

“**City Engineer**” means the person or firm designated by the City Council as engineer for the City of Manor, Texas, which is currently George Butler Associates, Inc.

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

“**Development Plan**” means the plan for the Development as depicted on **Exhibit “B”** attached hereto and made a part hereof.

“**Development Services Director**” means the Development Services Director of the City of Manor, Texas.

“**Owners’ Association**” means a Property homeowners’ association created by the Developer and establishing bylaws, rules, regulations, and restrictive covenants (collectively the “Association Regulations”) to assure the Owners’ Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Owners’ Association pursuant to this Agreement.

“**PID Act**” means Chapter 372, Texas Local Government Code, as amended from time to time.

“**PID Assessments**” means the assessments levied against land in the District, as provided for in the Service and Assessment Plan (and associated assessment ordinance) in accordance with the PID Act.

“**PID Bonds**” means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District.

“**PID Financing Agreement**” or “**PFA**” means a PID Financing Agreement to be entered into between City and Developer to provide for the assessment, levying and collection of special assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds and other matters related thereto.

“**PUD**” means a zoning district which permits development of land under unified control (planned and developed as a whole in a single development operation or a programmed phasing of developments).

“**PUD Application Exhibit**” means the exhibit attached hereto as **Exhibit “C”** which is intended to be a part of the PUD Ordinance.

“**PUD Ordinance**” means Zoning Ordinance No. \_\_\_\_\_ adopted on even date herewith establishing PUD zoning for the Project.

“**SAP**” means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite special assessments on the Property in support of the PID Bonds in accordance with the financial analysis and assumptions about the Project and further subject to the PID Bond issuance requirements set forth in Article VII.

“**TIA**” shall mean a traffic impact analysis prepared by a licensed engineer.

## **Article II.**

### **Purposes, Consideration, Term and Termination, Sequence of Events, Cooperation**

**2.01. Property and Development Plan.** The Property is proposed for development as a master planned development with up to 275 dwelling units, including approximately 2.6 acres of commercial land, an approximately 2.0-acre water storage tank site (the “**Water Storage Tank Site**”) which will be conveyed to the City, open space/nature preserve and other public and private amenities, as generally depicted on **Exhibit “B”** attached hereto. Developer will subdivide and develop the Property in accordance with the PUD, this Agreement, the plans and specifications approved by the City, good engineering practices, and the Applicable Rules.

**2.02. General Benefits.** Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City subject to the terms and conditions contained herein. Developer has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement; (iv) the concurrent review of the plats, plans, and TIA submitted for the Development; and (v) PID financing of certain eligible public infrastructure. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of conveyance of the Water Storage Tank Site, by virtue of the dedication of additional right-of-way for the expansion of Gregg Lane, and by virtue of extension of its water and wastewater systems and base of utility customers. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

**2.03. Acknowledgement of Consideration.** The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Developer will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

**2.04. Term of Agreement.** The term of this Agreement shall be thirty (30) years from the Effective Date (as may be extended, the “Term”). By written agreement, the Parties may extend the Term.

**2.05. Contemplated Sequence of Events.** The sequence of events contemplated by this Agreement is as follows:

- (a) Second and final reading of the Annexation Ordinance and PUD Ordinance (which includes the PUD Application Exhibit );
- (b) Approval of this Agreement by the City Council, and the Developer;
- (c) Review of the PID Petition and creation of the PID, subject to the approval by City Council;
- (d) Submittal and review of preliminary plat(s), construction plans and TIA for the Property; and
- (e) City and Developer’s negotiation and execution of various agreements to effectuate the terms of the PID and the issuance, subject to the approval by City Council of the PID Bonds.

**2.06. Necessary and Appropriate Actions.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City’s case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

### **Article III. Obligations and Conditions**

**3.01. City’s Obligations.** The City will reasonably cooperate with Developer and use its best efforts, in good faith, to:

- (a) Complete City staff review and schedule for approval of the concept plan, preliminary plat, and construction plans for the Project, subject to the Developer timely submitting applications and responding to comments;
- (b) Negotiate and enter into the PFA and approve the form of SAP prior to the issuance

of the PID Bonds, provided that:

(1) The PFA and the SAP will specifically identify the Authorized Improvements; and

(2) Developer can reasonably demonstrate by providing evidence of fiscal security in a form acceptable to the City that it has or will have adequate funding to timely complete any infrastructure required for the Project which will not be paid for or reimbursed by the PID Bonds; and

(c) Authorize issuance of the PID Bonds within twelve (12) months after the Effective Date of this Agreement (provided Developer has requested the issuance of PID Bonds) or within a reasonable time of receiving a bond issuance request from the Developer thereafter (the “Bond Authorization Date”) in accordance with the PID Bond issuance requirements set forth in Article VII, provided that:

(1) An Appraisal of the Property has been prepared by a third party selected by the City, in consultation with the property owner, prior to issuance of PID Bonds;

(2) The Parties have entered into the PFA;

(3) Special assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted;

(4) Developer can reasonably demonstrate to the City and its financial advisors that, as of the time of the proposed bond sale (i) all applicable tests necessary for issuance of the PID Bonds have been satisfied, (ii) there is sufficient security for the PID Bonds based upon the market conditions at the time of such bond sale, and (iii) any other terms reasonably determined appropriate by the City have been satisfied; and

(d) Subject to the conditions set forth in Section 3.01(b) and 3.01(c), work towards approval of the PFA and issuance of the PID Bonds.

**3.02. Developer's Obligations.** The Developer shall:

(a) Use its best efforts, in good faith, to submit concept plan, preliminary plat, and construction plan applications, as may be required, to the City and respond to City comments, subject to the City timely commenting on such applications;

(b) Reasonably cooperate with the City and use its best efforts, in good faith, to (i) negotiate and enter into the PFA, (ii) request the issuance of the PID Bonds, (iii) provide the City with information needed to evaluate the proposed special assessments, to develop and adopt the SAP, and to issue the PID Bonds;

(c) Develop the Property and construct all infrastructure required for built-on-the-lot single-family homes in compliance with the Applicable Rules;

(d) Pay to the City such fees and charges for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees, with the Developer, its grantees, successors and assigns agreeing that the City's fees and charges currently provided for in the Applicable Rules which may be amended by the City from time to time;

(e) Pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement; and

(f) Agree that this Agreement does not waive the requirements of any Applicable Rules, except as specifically provided herein.

(g) Pay, at the City Council's discretion, a community benefit fee.

**3.03. Conditions.** Notwithstanding any other codes, resolutions, or ordinances of the City or any agreements related to the PID to the contrary, in the event any of the following events should occur: (i) the City identifies material flaws in the assumptions set forth in the PID documents, including, but not limited to, whether the proposed special assessments will impact the marketability of the Project; (ii) the Developer fails to give the City notice of its request to issue bonds; (iii) the Appraisal does not demonstrate that Property meets the value to lien ratio set forth in this Agreement and the PID documents; or (iv) the City fails for any reason to authorize the issuance of the PID Bonds to finance the Authorized Improvements on or before the Bond Authorization Date, the Parties shall confer to determine whether the issuance of PID Bonds is feasible based on the conditions set forth in Article VII. If the Parties elect not to proceed with the issuance of PID Bonds, then Developer shall develop the Project in accordance with the Applicable Rules.

**3.04. Dissolution of PID.** Contemporaneously with the creation of the PID, the Parties shall enter into an agreement for the dissolution of the PID (the "**Dissolution Agreement**") whereby the Developer agrees that in the event no PID Assessments have been levied and/or PID Bonds have been issued within three (3) years after the creation of the PID and in accordance to the agreed upon terms set forth in the Dissolution Agreement, the City may dissolve the PID.

## **Article IV. Development of the Property**

### **4.01. Applicable Rules.**

(a) The Property shall be developed in compliance with the Applicable Rules, this Agreement and pursuant to the Development Plan, as it may be amended from time to time, and good engineering practices. The Property may be developed with the densities and the uses shown on the Development Plan. The Property may be developed in phases according to the phasing plan approved by the City.

(b) The City Development Rules that apply to the Property are the City ordinances, rules, and regulations governing subdivision, land use, site development, and building and utility construction; provided that the City Development Rules shall be modified as set forth in this Agreement and/or the PUD. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals shall prevail. If there is a conflict between this Agreement (including the Code Modifications) and the City Rules, this Agreement (including the Code Modifications) shall prevail.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

(1) “**Applicable Rules**” means the City Rules, the City Charter, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

(2) “**City Rules**” means the City’s ordinances, rules and regulations (including the City Development Rules), as modified by the Code Modifications.

(3) “**City Development Rules**” means the ordinances and regulations defined in Section 4.01(b) in effect on the Effective Date, as modified by the Code Modifications, with amendments to such regulations applicable to the Property as provided herein.

(4) “**Code Modifications**” means the modifications to the City Rules set forth herein or in the PUD Ordinance.

(5) “**Project Approvals**” means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly granted approvals required under the City Rules for the Project, including the Development Plan, PUD, plat approval, site development plans, and building permits.

#### **4.02. Development Standards.**

(a) **Residential Development Requirement - Dwelling Unit Size.** The exterior wall standards set forth in this section shall apply to the residential structures located on the Property. At least seventy percent (70%) minimum of the exterior façade of the front elevations, and sixty percent (60%) minimum combined on all elevations, of each single family structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors and trim work. The City agrees to reduce the dwelling unit size of a single family structure by 500 square feet.

(b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the non-residential structures located on the Property. At least sixty percent (60%) minimum of the exterior façade of the front elevations, and fifty percent (50%) minimum combined on all elevations, of each non-residential structure shall be constructed of clay brick, natural stone, cultured stone, cast stone, stucco or natural stone panels or similar material

approved by the Development Services Director, exclusive of roofs, eaves, soffits, windows, balconies, gables, doors, and trim work.

(c) **Architectural Requirement.** The architectural standards set forth in the City’s Code of Ordinances, Section 14.02.065(b) shall apply to the non-residential structures located on the Property. The architectural standards set forth in the City’s Code of Ordinances, Section 14.02.061(b) shall apply to the residential structures located on the Property.

(d) **Outdoor Lighting Requirement.** The outdoor lighting standards set forth in the City’s Code of Ordinances, Article 15.05 shall apply to all non-residential development on the Property.

(e) **Building Permits.** The Developers acknowledge and agree that compliance with Sections 4.02(a) and (b) will be a condition of issuance of building permits and certificates of occupancy. Developers further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Sections 4.02(a) and (b) above, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must be in compliance with this Agreement, as well as the Applicable Rules, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Rules for a certificate of occupancy to be issued for such structure.

**4.03. Timing of Platting/Traffic Impact Analysis.** The Developer agrees to waive the submission requirements of the City’s ordinances and subdivision regulations and the City agrees to allow concurrent review of concept plan(s), preliminary plat(s), construction plan(s), Traffic Impact Analysis (“TIA”), and final plat(s). Upon each submittal, the City shall have thirty (30) days to respond to the Developer and/or its authorized representative with comments citing the deficiencies of the plats and plans. After the City has determined the plats and plans meet the minimum requirements of the City’s ordinances and subdivision regulations, the plats and plans will be heard before the applicable governing body for approval. Reviews of the plats and plans may occur concurrently, but approvals with the applicable governing body must follow the sequence set forth in the City’s Rules. The TIA need not be approved before approval of a preliminary plat; rather, a TIA need only be approved before issuance of construction permits.

**4.04. Zoning.** An application for zoning of the Property to “PUD” has previously been submitted to the City. It is the intent of the Developer to have the City zone the Property as “PUD” pursuant to the PUD Ordinance contemporaneously with the City’s approval of this Agreement. The zoning of the Property shall be (and has been) subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any zoning approved for the Property shall allow the Property to be developed in accordance with terms and conditions of this Agreement.



**4.05. Vesting.** Any claim of vested rights under this Agreement shall be limited to the period of time beginning on the Effective Date and no vested rights exist with respect to any claim, event plans or matters that occurred prior to the Effective Date. Any vested rights of the Developer under this Agreement shall apply and begin only on the Effective Date and vesting (1) shall expire on the fifth anniversary from the date a concept plan is filed with the City if no progress has been made towards the completion of the Project; or (2) will terminate if this Agreement is terminated by reason of Developer’s default beyond any applicable notice and cure periods (the “**Vested Rights**”). Progress toward completion of the Project shall be defined as set forth in Section 245.005(c), Texas Local Government Code. The Parties acknowledge and agree that this paragraph shall not apply to fees imposed in conjunction with development permits.

**4.06. Developer’s Rights to Continue Development.** In consideration of Developer’s agreements, the City agrees that it will not, during the Term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Project except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

**4.07. Parkland/Open Space.**

To satisfy the City Rules, the Project will pay a fee-in-lieu of parkland dedication in the amount of \$550.00 per residential lot. In addition to the City Rules, and in exchange for the City’s consideration of the PUD and PID, the Developer has agreed that the Project will also contain various parks, open space, trails and a nature preserve, as generally shown in **Exhibit “D”** (the “**Public Amenities**”). Developer shall grant to the City a Public Access Easement in a form agreed upon by the Parties upon the City’s approval of the final plat for the portion of the Property in which the applicable Public Amenities are contained. All Public Amenities shall be maintained by the Developer or the Owner’s Association.

**4.08. Ground Water Storage Tank Site Donation.** Subject to (a) the terms stated herein, including but not limited to Article VII below, and (b) all easements, restrictions, rights, reservations, encumbrances and other matters as reasonably acceptable to the City (the “**Permitted Exceptions**”), Developer agrees to donate the Water Storage Tank Site to the City in fee simple via a special warranty deed concurrently with the City’s acceptance and recordation of the final plat. The City acknowledges and agrees that the special warranty deed shall (i) more particularly describe the Water Storage Tank Site via metes and bounds description; (ii) be subject to the Permitted Exceptions; (iii) reserve an easement allowing for trail connectivity to the Property from Gregg Lane Drive, as generally shown in the PUD Application Exhibit (the “**Trail**”); and (iv) contain a reverter clause for the thirty (30) years in favor of Developer providing that if the Water Storage Tank Site is used for any purpose other than constructing, operating, maintaining, or repairing the ground water storage tank for the public provision of water, the grant of the Water Storage Tank Site to the City shall be extinguished, and fee simple ownership of the land shall automatically revert to the Developer. Before the first certificate of occupancy in the Development

is issued, Developer must construct the portion of the Trail crossing the Water Storage Tank Site. Developer shall not be required to do any other site work (including but not limited to grading or clearing) on the Water Storage Tank Site. The Parties shall reasonably cooperate with each other to ensure that the City’s construction of the ground water storage tank, water pump station and attendant appurtenances on the Water Storage Tank Site does not interfere with Developer’s construction of the Trail and the overall construction of the Development.

**4.09. Manville.** The Developer will negotiate and finalize a certificate of convenience and necessity (“CCN”) transfer agreement between Manville Water Supply Corporation (“**Manville**”) and the City to transfer the Property from Manville’s water CCN to the City’s water CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. Developer shall thereafter submit to the Public Utility Commission of Texas (the “**PUC**”) and diligently pursue obtaining approval of the CCN transfer agreement for the Property. The Developer shall be responsible for any and all costs of obtaining the transfer agreement between Manville and the City and the PUC approval of the CCN transfer and shall enter into a deposit agreement between the City and Developer. If the Developer and Manville settle on an amount to be paid to Manville in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Manville and the City, the Developer shall be responsible for all amounts due and payable to Manville required to obtain Manville’s approval of the CCN transfer agreement.

**4.10. Aqua.** The Developer will negotiate and finalize a CCN transfer agreement between Aqua Water Supply Corporation, or its successor entity (“**Aqua**”) and the City to transfer the Property from Aqua’s water CCN to the City’s water CCN pursuant to and in accordance with Texas Water Code Section 13.248 in a form acceptable to and approved by the City. Developer shall thereafter submit to the PUC and diligently pursue obtaining approval of the CCN transfer agreement for the Property. The Developer shall be responsible for any and all costs of obtaining the transfer agreement between Aqua and the City and the PUC approval of the CCN transfer and shall enter into a deposit agreement between the City and Developer. If the Developer and Aqua settle on an amount to be paid to Aqua in order to obtain approval of the CCN transfer in accordance with a CCN transfer agreement in a form mutually acceptable to Aqua and the City, the Developer shall be responsible for all amounts due and payable to Aqua required to obtain Aqua’s approval of the CCN transfer agreement.

**4.11. Roadway Connection.** Developer acknowledges and agrees that the City shall not be required to issue certificates of occupancy for any of the thirty (30) lots depicted on **Exhibit “E”** attached hereto until such time as an all-weather access road has been constructed from the eastern boundary of the Property to Anderson Road, as generally depicted on **Exhibit “E,”** attached hereto.

**Article V.  
PID True Up**

**5.01 PID True Up.**

(a) **Definitions.**

The following definitions shall be used in this Article V:

**“Maximum Assessment”** means, for each lot classification identified in the SAP, an assessment equal to the lesser of: (i) the amount calculated pursuant to the SAP, and (ii) an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID bonds, at the time such PID bonds are issued.

**“Maximum Equivalent Tax Rate”** means, for each lot classification identified in the SAP, \$0.30 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Developer, or any other information that may help determine buildout value.

**(b) Mandatory Reduction in Assessments if Maximum Assessment Exceeded.**

(1) *Maximum Assessment exceeded at plat.* If the subdivision of any assessed property by a recorded subdivision plat causes the assessment per lot to exceed the Maximum Assessment, then prior to the City approving the plat the Developer must partially prepay the assessment for each property that exceeds the Maximum Assessment in an amount sufficient to reduce the assessment to the Maximum Assessment.

(2) *Maximum Assessment exceeded at PID Bond issuance.* At the time PID Bonds are issued, if the assessment per Lot for any lot classification identified in the SAP exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the assessment on the parcel shall be reduced until the assessment equals the Maximum Assessment.

**5.02 Incorporation of Terms and Conditions.** The provisions of Section 5.01 will be incorporated into the PID Financing Agreement. If any of the terms contained in this Article V conflict with the terms and conditions ultimately contained in the PID Financing Agreement, the terms and conditions of the PID Financing Agreement shall control. Furthermore, if any of the terms contained in this Article V conflict with the terms and conditions contained in the PID Financing Agreement, this shall not necessitate an amendment to this Agreement.

## **Article VI.**

### **Utility Commitments/Wastewater Service**

**6.01 Utility Commitment.** Upon the PUC’s approval of the CCN transfer agreements described in Section 4.09 and Section 4.10 above and the City’s acceptance of the Wastewater Facilities (defined below), the City will provide water and wastewater utility service to all customers within each phase of the Property in the amount of 322 LUEs.

**6.02 Wastewater Service Construction Obligations.**

(a) Pursuant to that certain Development Agreement Establishing Development Standards for Monarch Ranch Development dated May 4, 2022, as amended by that certain First Amendment to Development Agreement Establishing Development Standards for Monarch Ranch

Development dated December 21, 2022 (collectively, the “**Monarch DA**”) between Enfield Partners, LLC, Birdview, LLC, MP 973, LLC, and Payne Travis, LLC, (collectively, the “**Enfield Developer**”), the Monarch Developer, and the City, the Monarch Developer is solely responsible for the engineering and construction of the wastewater lines, infrastructure and facilities depicted in **Exhibit “F”**, attached hereto, including the “Segment B Gravity Line” between points two and three (the “**Segment B Gravity Line**”) and “Segments C, D and E” between points three and six (the “**Monarch Offsite Wastewater Facilities**”) (collectively, the “**Offsite Wastewater Facilities**”). Monarch Developer has completed the design and engineering of the Monarch Offsite Wastewater Facilities and has not commenced the design and engineering for the Segment B Gravity Line. The Offsite Wastewater Facilities must be constructed in order for the Project to have the wastewater infrastructure needed to serve the Project for its intended use. Developer was informed by Monarch Developer that the Monarch Developer may not commence design and/or construction of the Offsite Wastewater Facilities in a timeframe that would allow Developer to complete the Project within the timeframe desired by Developer. As a result, Developer may need the right to construct the Offsite Wastewater Facilities, as well as use the plans and designs that have been prepared by Jamison Civil Engineering that have been approved by the City of Manor by Permit No. 2022-P-1449-CO (“**Monarch Ranch Offsite Water and Wastewater Construction Plans**”).

(b) Monarch Developer agrees that Developer may elect to construct the Offsite Wastewater Facilities by giving written notice (the “**Notice of Election**”) to Monarch Developer and the City notifying each of the Developer’s election to construct the Offsite Wastewater Facilities within fifteen (15) days from the date of this Agreement, which Notice of Election shall include the estimated date that Developer intends to commence construction of the Offsite Wastewater Facilities and the estimated completion date. Monarch Developer reserves the authority to retain the right to construct the Offsite Wastewater Facilities if in its sole discretion Monarch Developer determines that the timeline for construction of those Facilities by Developer is not consistent with the timing Monarch Developer needs to commence development of its property. Monarch Developer agrees to give Developer and the City notice that it has determined to retain the right to construct the Offsite Wastewater Facilities within thirty (30) days from receipt of the Notice of Election (“**Notice of Retention**”). If Monarch Developer provides such Notice of Retention, Monarch Developer hereby agrees to commence and complete construction on or before the commencement date and completion date provided in Developer’s Notice of Election. If Developer is the party that will construct the Offsite Wastewater Facilities, Monarch Developer agrees to allow Developer to use the Monarch Ranch Offsite Water and Wastewater Construction Plans, approved by the City, and Developer will initially fund, and pay for the construction and installation of the Offsite Wastewater Facilities in accordance with the Monarch Ranch Offsite Water and Wastewater Construction Plans, the Applicable Rules, and good design and engineering practices. The Developer and the Monarch Developer shall be entitled to make reasonable revisions to the Monarch Ranch Offsite Water and Wastewater Construction Plans to facilitate the Developer’s construction of the Onsite Wastewater Facilities (defined below). Monarch Developer shall be responsible for submitting such revisions for either the Developer or Monarch Developer to the City in accordance with the Applicable Rules. If the Developer constructs the Offsite Wastewater Facilities, the Developer shall be entitled to the cost for oversizing as provided in Section 6.04 below, subject to the provisions and limitations set forth in this Agreement, and the Monarch Developer hereby consents and agrees to the foregoing. The Parties and the Monarch Developer hereby acknowledge that the Monarch Ranch Offsite Water and Wastewater Plans prepared by Jamison Civil Engineering also include plans unrelated to the

construction of the Offsite Wastewater Facilities. Accordingly, the Parties and Monarch Developer hereby agree that the terms of this Agreement do not apply to the portion of the above-referenced plans and designs which do not include the Offsite Wastewater Facilities. Furthermore, the Monarch Developer hereby agrees to use its best efforts to cause the Monarch DA to be amended to reflect that some or all of the Offsite Wastewater Facilities may be constructed by the Developer and if the Offsite Wastewater Facilities are constructed by the Developer, the Monarch Developer shall not be entitled to any impact fee rebates for the applicable Offsite Wastewater Facilities constructed by the Developer.

(c) Monarch Developer agrees to grant an easement to Developer for the purpose of construction, operation and maintenance of wastewater lines within the Segment B Gravity Line within thirty (30) days from the date that this Agreement is signed by all parties. If Developer elects to construct the Offsite Wastewater Facilities in accordance with Section 6.02(b) above, Developer shall retain the services of Jamison Civil Engineering to create and complete the plans for the Segment B Gravity Line. Developer is obligated to pay the costs of the engineering services for the Segment B Gravity Line designed by Jamison Civil Engineering. If Developer agrees to construct the wastewater lines within the easement land, Developer must construct the wastewater lines in a timely manner and according to the plans completed by Jamison Civil Engineering and approved by the City.

(d) The Developer shall be responsible for the engineering and construction of the on-site wastewater lines, infrastructure and facilities more specifically depicted in **Exhibit “F”** attached hereto (the “**Onsite Wastewater Facilities**” and collectively with the Offsite Wastewater Facilities, the “**Wastewater Facilities**”). The Developer shall submit construction plans for the Onsite Wastewater Facilities to the City for review and approval, such approval not to be unreasonably withheld, conditioned, or delayed (the “**Onsite Wastewater Plans**” and collectively with the Offsite Wastewater Plans, the “**Wastewater Plans**”). The Developer will fund and pay for the design, construction, and installation of the Onsite Wastewater Facilities in accordance with the Onsite Wastewater Plans, the Applicable Rules, and good design and engineering practices. The Developer will obtain City acceptance of the Onsite Wastewater Facilities in accordance with the procedures and time frames set forth in the City’s Subdivision Ordinance for each phase of the Onsite Wastewater Facilities, when completed. The Developer shall be entitled to the wastewater Impact Fee Rebates as provided in Section 6.06 and, if applicable, the cost for oversizing as provided in Section 6.04 below, subject to the provisions and limitations set forth in this Agreement.

**6.03 Use of City Property and Easements.** In order to construct the Offsite Wastewater Facilities, easements, if not already obtained by the Effective Date, will be needed from the owner of the Okra property more particularly described on **Exhibit “G”** attached hereto and from the Monarch Developer for the property more particularly described on **Exhibit “G”** attached hereto (collectively, the “**Grantors**”). The easements are necessary and required by the City for the City to provide wastewater service to the Property and for the Developer to comply with the Applicable Rules and obtain approval for the development of the Property. The City agrees to cooperate, and support the Developer’s acquisition of the necessary easements from the Grantors, at no cost to the City. To the extent possible, the easements shall be free and clear of all liens and encumbrances using forms acceptable to the City. If the Developer is unable to obtain any of the easements from the Grantors, the Developer shall notify the City within thirty (30) days that the easement(s) was not obtained and the City will determine whether to use condemnation proceedings to obtain the necessary easements

needed. If the City proceeds with condemnation proceedings to obtain the easement(s) needed, the Developer shall be responsible for all costs associated with the easement acquisition. Notwithstanding the above, the Monarch Developer hereby agrees to provide the wastewater easements provided for in the Monarch DA concurrently with the execution of this Agreement.

#### **6.04 Oversizing of Wastewater Service.**

(a) The City is requiring the oversizing of certain segments of the Offsite Wastewater Facilities from the proposed 8" wastewater lines required to serve the Development to 15" wastewater lines, as more particularly set forth in **Exhibit "F"** attached hereto. Developer will be responsible for the costs associated with providing the appropriately sized Onsite Wastewater Facilities to the Development. The Developer and/or the Monarch Developer, (as applicable to the entity that actually is responsible for the construction of the Offsite Wastewater Facilities), will be responsible for the costs associated with providing the appropriately sized Offsite Wastewater Facilities to the Development. The City will be responsible for the Oversizing Costs (defined herein) required by the City. If Developer elects to construct some or all of the Offsite Wastewater Facilities in accordance with Section 6.02 above, then the City shall reimburse the Developer for the oversizing costs by paying the Developer a lump sum cost within thirty (30) days after the completion and acceptance of the applicable Offsite Wastewater Facilities. The City shall reimburse the Developer for the Oversizing Costs of the Onsite Wastewater Facilities in accordance with Section 6.06 below. If the Developer does not elect to construct the Offsite Wastewater Facilities in accordance with Section 6.02 above, then nothing in this Section 6.04 shall be construed as restricting Monarch Developer's right to reimbursement for the Oversizing Costs of the Offsite Wastewater Facilities in accordance with the Monarch DA.

(b) Subsections 6.04(b)-(e) herein shall only apply if the Developer elects to construct the Offsite Wastewater Facilities in accordance with Section 6.02 above. The Offsite Wastewater Facilities shall be competitively bid with a minimum of three (3) bids being requested, which shall be documented by the Developer. The construction contract for the Offsite Wastewater Facilities will be bid with alternate bids being required for Offsite Wastewater Facilities sized to serve the Project as required by the Applicable Rules ("**Alternate #1**") and the larger-sized Offsite Wastewater Facilities required by the City ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the approved Monarch Ranch Offsite Water and Wastewater Construction Plans for the Offsite Wastewater Facilities. Prior to bidding, the Developer must provide the City Engineer with a copy of the documents soliciting the bids. Within fifteen (15) business days, the City Engineer will review the description of the utility infrastructure for compliance with this Agreement and notify the Developer's Engineer of any corrections to be made.

(c) After bids are received, the Developer's Engineer will provide the City Engineer and the City's purchasing agent with copies of the bids. Within ten (10) business days of receipt of the bids, the City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced and will notify the Developer's Engineer and the purchasing agent that (i) the bids are approved; or (ii) the bids are rejected due to being unbalanced or skewed. If the City Engineer rejects the bids, the Developer's Engineer will cause the bids to be corrected and resubmitted to the City Engineer. The City Engineer will review the corrected bids and either

approve the bids or reject the bids and seek additional corrections in accordance with the procedures set forth in this subsection (c), or submit the bid to the City Council for approval.

(d) The oversizing costs will be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2; provided that all such sums and amounts have been paid by the Developer and are reasonable, necessary and documented to and approved by the City Engineer, Director of Development Services, or the City Council, as applicable (the “**Oversizing Costs**”). Developer shall not receive or be entitled to receive any rebates or reimbursements for any of the costs attributable to any portion of the Wastewater Facilities that is not attributable to the oversizing of the Wastewater Facilities and installed and constructed by City, except as set forth in Sections 6.06, 6.07 and 6.08 below.

(e) The City’s construction plan review and inspection fees will not be applied to the portion of construction costs for the Wastewater Facilities that constitutes the reimbursable Oversizing Costs for the Wastewater Facilities paid to Developer.

**6.05 Dedication and Acceptance.** Dedication and acceptance of the Wastewater Facilities is governed by the Applicable Rules. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Wastewater Facilities. From and after the City’s final acceptance of the Wastewater Facilities, the City will own, operate and maintain the Wastewater Facilities and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Rules or this Agreement.

#### **6.06. Impact Fee Rebates.**

(a) Subject to the City’s Capital Improvement Plan (“**CIP**”) update and the terms and provisions of this Agreement, the Developer will be paid a rebate of that portion of each Impact Fee received by City for the provision of wastewater service to each lot or building site located on the Property and served by the Onsite Wastewater Facilities, in an amount equal to fifty percent (50%) of each Impact Fee, each being an “**Impact Fee Rebate**” and collectively the “**Impact Fee Rebates**”). The payments will be made on or before the 15th day of each April, July, October and January following the date the City receives Impact Fees for connections served by the line. The payments will be in an amount equal to fifty percent (50%) of each Impact Fee collected by the City for a lot or building site served by the Wastewater Facilities, during the three (3) calendar months preceding the month the scheduled payment is due and payable. For illustrative purposes only, if the City collects wastewater Impact Fees of \$4,470.00 for the connection of 10 LUEs to the Wastewater Facilities in the months of January, February and March, then, in that event, on or before the 15th day of April, the City will rebate to the Developer an amount equal to fifty percent (50%) of those collected Impact Fees. For the avoidance of doubt, the Developer hereby agrees to receive the Impact Fee Rebates only for the Development.

(b) Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating any portion of the Impact Fees collected for lots or building sites served by the Wastewater Facilities on the earlier of: (i) the date that the Developer, its grantees, successors and assigns, has been paid Impact Fee Rebates in an amount equal to the cost of the Oversizing Costs of the Onsite Wastewater Facilities (the “**Reimbursement Amount**”); or (ii) termination of this Agreement. The City at any time at its sole discretion may pay the Developer the balance of

the Reimbursement Amount from other funds available to the City. The Developer will not receive any Impact Fee Rebates until the Offsite Wastewater Facilities are completed and accepted by the City.

**6.07 Escrow Account.** Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Impact Fees (the “**Impact Fee Escrow Account**”). The City will deposit into the Impact Fee Escrow Account fifty percent (50%) of the Impact Fees paid to and received by the City for connections listed in Section 6.06. The Impact Fee Escrow Account will be held by the City and the Impact Fee Rebates will be disbursed to the Developer from the Impact Fee Escrow Account as provided in this Agreement. Payments of Impact Fee Rebates to the Developer shall begin after the Developer completes and obtains City acceptance of the Offsite Wastewater Facilities.

**6.08 Payment of Rebates.** Impact Fee Rebates will be paid by the City to the Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Impact Fees at such time, if any, as the Developer, its grantees, successors and assigns, have been paid Impact Fees, or a combination of Impact Fee Rebates and one or more payments from the City, in an amount equal to the Reimbursement Amount.

## **Article VII. Public Improvement District**

**7.01. Cooperation.** The City and the Developer shall cooperate in good faith and in a diligent manner to cause the creation of the PID and also the completion of all the applicable documentation related to the PID.

**7.02. PID Bond Operations and Value to Lien.** The City intends to issue special revenue bonds (“**PID Bonds**”) with a minimum 3:1 value to lien. The aggregate principal amount of PID Bonds to be issued shall be in an amount that will not exceed \$10,000,000 secured by special assessments levied on the Property in the District which shall be used to fund: (i) the actual costs of the Authorized Improvements in the District, (ii) to the extent permitted by law, required reserves and capitalized interest during the period of construction and not more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than twenty-four (24) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances. Such Authorized Improvements and bond financing will be more particularly described in the SAP and the PID Financing Agreement for the PID. The City and the Developer will enter into the PID Finance Agreement and agree upon the



terms of the SAP as soon as practicable after the Effective Date and prior to the PID Assessment being levied and/or PID Bonds being issued.

**7.03. Maturity.** The final maturity for the PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.

**7.04. Financing Amount.** The Developer intends to request the issuance of the PID Bonds, subject to the condition that the maximum cost of Authorized Improvements to be funded plus issuance and other financing costs shall not exceed \$10,000,000.

**7.05. Water Storage Tank Site Obligation.** If the City does not approve the PID Financing Agreement and SAP, and/or levy PID Assessments and issue PID Bonds with a minimum 3:1 value to lien that will not exceed \$10,000,000 within twelve (12) months of the Effective Date (provided Developer has requested the issuance of PID Bonds) or within a reasonable time after Developer's request therefore, then Developer and City hereby agree that the Developer shall not be obligated to dedicate the Water Storage Tank Site (or if the Water Storage Tank Site has already been conveyed, the City shall deed the Water Storage Tank Site back to the Developer at no cost to Developer).

### **Article VIII. Assignment of Commitments and Obligations**

#### **8.01. Developer Assignment of Agreement.**

(a) The rights and obligations of the City under this Agreement may not be assigned or transferred unless the assets constituting a particular improvement or project are sold by the City, at its sole discretion, in whole or in part, to another political subdivision of the State of Texas or a utility company holding a certificate of public convenience and necessity issued by the TCEQ or its successor agency and then the assignment shall be applicable only to that particular improvement or project.

(b) Subject to subparagraphs (c) and (d) below, the Developer may assign this Agreement with respect to all or part of the Property from time to time to any party, so long as the assignee has demonstrated to the City Council, whose approval shall not be unreasonably withheld, conditioned, delayed or denied, that the assignee has the financial and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Developer shall provide the City Council thirty (30) day's prior written notice of any such assignment. After an assignment or a partial assignment, the Developer, upon consent by the City Council, 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 so assigned, except for obligations that expressly survive hereunder.

(c) For purposes herein “**Designated Successors and Assigns**” shall mean an entity to which the Developer expressly assigns (in writing) all or a portion of its rights and obligations contained in this Agreement pursuant to this Section 8.01. Upon any assignment or partial assignment to its Designated Successors and Assigns, the Developer may request the City Council to approve the release of the Developer from the rights and obligations assigned to any Designated Successor and Assigns, such approval shall not be unreasonably withheld, conditioned or delayed. Upon such approval by the City Council, the Developer shall no longer be liable for the assigned rights and obligations and the City shall look solely to such developer’s Designated Successors and Assigns for performance timing. Any sale of a portion of the Project or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(d) In the case of nonperformance by one owner, the City may pursue all remedies against that nonperforming owner, but will not impede development activities of any performing owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing owner’s development, which performing owner may also pursue remedies against the nonperforming owner.

(e) Unless expressly stated in the assignment documentation, no assignment of any rights and/or obligations of the Developer under this Agreement shall be deemed an assignment of (i) the Developer’s rights to receive proceeds from the sale of PID bonds on the Project or (ii) the Developer’s right to receive the reimbursements set forth in this Agreement.

**8.02. Binding Obligations.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

**8.03. Not Binding on End Users.** This Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

## **Article IX.**

### **Default/Remedies; Reservation of Rights; Attorney’s Fees; Waiver**

#### **9.01. Default/Remedies.**

(a) Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fifteen (15) days (for a monetary default) and sixty (60) days (for a non-monetary default) after receipt by such Party of notice of default from the other Party (“**Cure Period**”). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90)

calendar days so long as the cure is being diligently and continuously pursued during such time; provided, further, that if a default is not cured within the applicable Cure Period, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from (1) calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Rules, (2) applying PID proceeds then on deposit to any infrastructure construction cost remaining unpaid or take such other action or any combination thereof it may reasonably find in the public interest.

(b) If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, suspension of Developer's receipt of Impact Fee Rebates until such default is cured, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, termination and injunctive relief.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

(d) The City shall have the right to terminate this Agreement and reimbursement rights of the Developer if the Developer is in default under this Agreement beyond any applicable notice and cure period. The City may elect, but is not obligated, to draw on fiscal surety posted by Developer if the Developer is in default under this Agreement beyond any applicable notice and cure period. Nothing herein shall limit the City's rights to continue collecting assessments associated with the PID.

## **9.02. Reservation of Rights; Limited Immunity Waiver.**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**9.03. Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

## Article X. Force Majeure

**10.01. Definition.** The term “**force majeure**” as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

**10.02. Notice of Default.** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**10.03. Settlements and Strikes.** It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

## Article XI Notices

**11.01. Method of Notice.** Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor  
Attn: Scott Moore, City Manager  
105 E. Eggleston St.  
Manor, TX 78653  
Telephone: (512) 272-5555

with copy to:

The Knight Law Firm, LLP  
Attorneys at Law  
Attn: Paige Saenz/Veronica Rivera

223 West Anderson Lane, #A105  
Austin, Texas 78752

Any notice mailed to Developer shall be addressed:

Gregg Lane Dev LLC  
101 Parklane Blvd., Suite 102  
Sugar Land, Texas 77478

With copy to:

Talley J. Williams  
Metcalfe Wolff Stuart & Williams, LLP  
221 West 6<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701

And

Drenner Group, P.C.  
2705 Bee Caves Road, Suite 100  
Austin, Texas 78756  
Attn: Leah Bojo

Any notice mailed to Monarch Developer shall be addressed:

Monarch Ranch at Manor, LLC  
Attn: David B. Blackburn  
310 Enterprise Drive  
Oxford, MS 38655  
dblackburn@blackburngroup.net

With copy to:

Monarch Ranch at Manor, LLC  
Attn: Jake Muse  
310 Enterprise Drive  
Oxford, MS 38655  
jmuse@blackburngroup.net

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

## **Article XII. Waiver and Release; Authority**

**12.01. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the

benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement. Developer specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Developer to install or construct any project or obligation undertaken by Developer pursuant to this Agreement. The foregoing notwithstanding, the Developer specifically does not waive or release any claim or cause of action that Developer may have as a result of the City's breach of its agreements hereunder.

#### **12.02. Authority.**

(a) The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

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

(c) Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, the City Charter, or Applicable Rules, by the City Manager and for Developer by any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

**Article XIII.  
Entire Agreement**

**13.01. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof unless otherwise provided herein.

**Article XIV.  
General Provisions**

**14.01. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**14.02. No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

**14.03. Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

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

**14.05. Texas Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in the State District Courts of Travis County, Texas.

**14.06. Timely Performance.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**14.07 Estoppel Certificates.** From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Developer or its

assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

**14.08 Anti-Boycott Verification.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

**14.09. Iran, Sudan and Foreign Terrorist Organizations.** To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

**14.10. No Firearm Entity Boycott.** To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), as amended, Developer hereby verifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or Federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association,” “firearm entity,” and “firearm trade association” shall have the meanings assigned to such terms in Section 2274.001(3), 2247.001(6) and 2274.001(7), Texas Government Code (as added by SB 19), respectively. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

**14.11. No Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or



Federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. §230.405 and exists to make a profit.

**14.12. Exhibits.** The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A:	The Property
Exhibit B:	Development Plan
Exhibit C:	PUD Application Exhibit
Exhibit D:	Public Amenities
Exhibit E:	Roadway Connection
Exhibit F:	Wastewater Facilities
Exhibit G:	Okra Tract and Monarch Ranch Tract
Exhibit H:	Authorized Improvements

*[Signature pages follow]*

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

**CITY:**

**City of Manor, Texas,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**Attest:**

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

**THE STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Dr. Christopher Harvey, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

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

**DEVELOPER:**

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager

**THE STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

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

**CONSENTING PARTY**

Monarch Ranch at Manor, LLC, a Texas limited liability company, hereby consents to this Agreement solely for the purpose of agreeing to the terms and obligations outlined in Sections 6.02 and 6.03.

**MONARCH DEVELOPER:**

MONARCH RANCH AT MANOR LLC

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

**THE STATE OF TEXAS           §**  
**COUNTY OF \_\_\_\_\_       §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Monarch Ranch at Manor LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

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

**Exhibit A**  
**The Property**

**Tract 1 – 59.765 Acres**



**Professional Land Surveying, Inc.**  
**Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-369-0943

3500 McCal Lane  
Austin, Texas 78744

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

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

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

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

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

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 85°28'25" East, a distance of 50.87 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;
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 49.00 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 32.64 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 26.76 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;
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°36'01"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 1079.71 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 306.96 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* 8-25-2020  
 Paul J. Flugel  
 Registered Professional Land Surveyor  
 State of Texas No. 6096  
 TBPLS Firm No. 10124500



## Tract 2 – 30.580 Acres



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-369-0049

3500 McCall Lane  
Austin, Texas 78744

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

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

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

**THENCE** North 61°37'58" West with the south line of the 39.4 acre tract, same being the north line of the 60.292 acre tract, passing a 1/2" rebar found at a distance of 648.82 feet, and continuing 20.62 feet, for total distance of 669.44 feet to a calculated point in the approximate centerline of Wilbarger Creek, also being the west line of the 39.4 acres and the being also the east line of an 85.789 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;



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;

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 53.41 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;

**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).

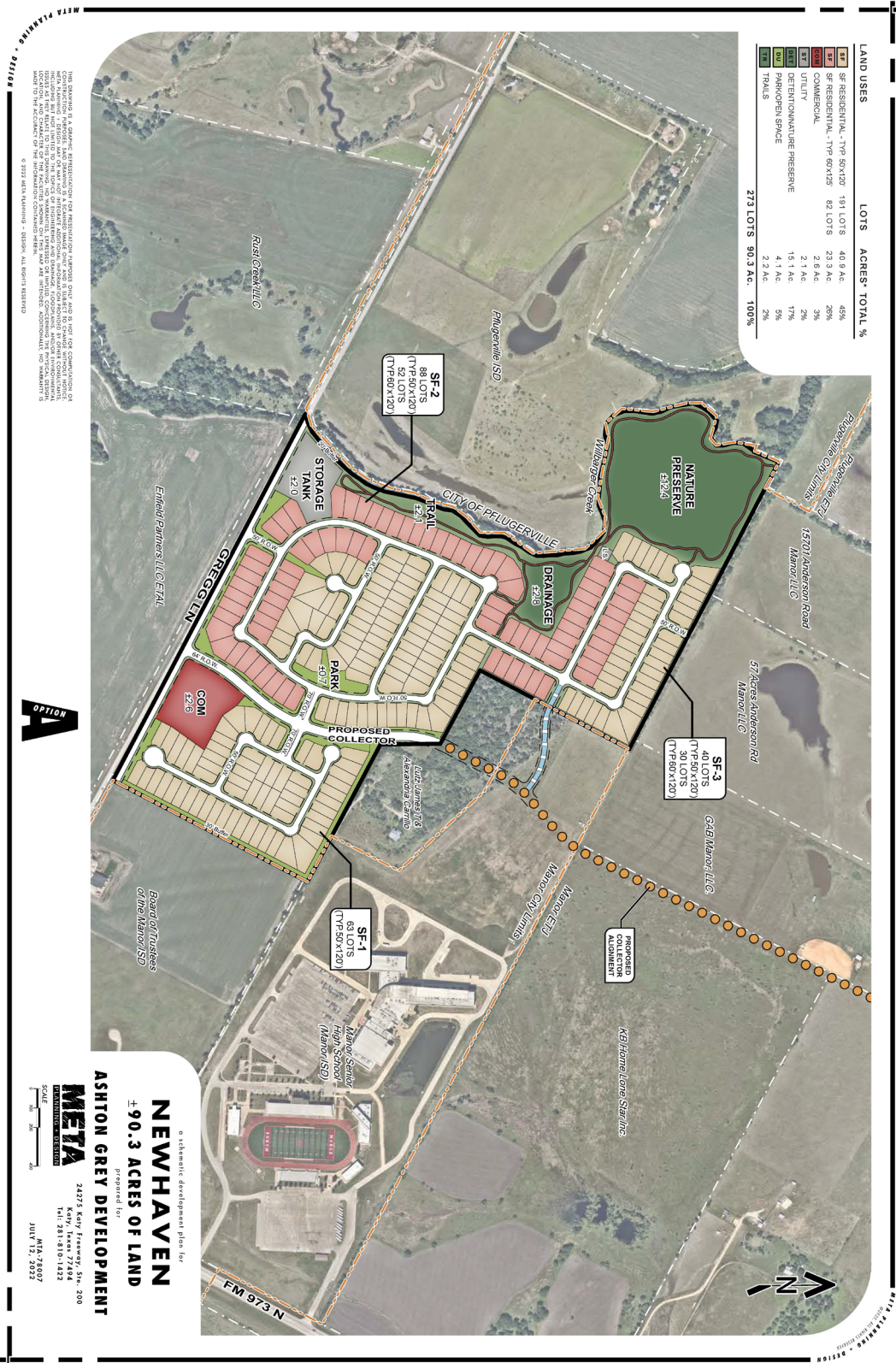
Attachments: Drawing 1682-001-30.580ac

*Paul J. Flugel* 1-6-2021

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



## Exhibit B Development Plan



THIS DRAWING IS A GRAPHIC REPRESENTATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT FOR CONSTRUCTION OR CONTRACT DOCUMENTS. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE DEVELOPER AND ARCHITECT ASSUME NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DEVELOPER AND ARCHITECT ASSUME NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE DEVELOPER AND ARCHITECT ASSUME NO LIABILITY FOR ANY ERRORS OR OMISSIONS.

**NEWHAVEN**  
 ± 90.3 ACRES OF LAND  
 ASHTON GREY DEVELOPMENT  
 Prepared for:  
**META**  
 24275 Katy Freeway, Ste. 200  
 Katy, Texas 77494  
 T: 281-810-1422  
 M: 281-76007  
 JULY 12, 2022



## Public Amenities EXHIBIT D

### AMENITIES

#### NATURE PRESERVE

1. 8' Concrete Primary Trail (Site Connectivity)
2. 6' Concrete Secondary Trail (Site Connectivity)
3. Benches (300' Approximate Spacing)

#### 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)
7. (1) Trash Receptacle
8. (2) Picnic Tables
9. (2) Benches

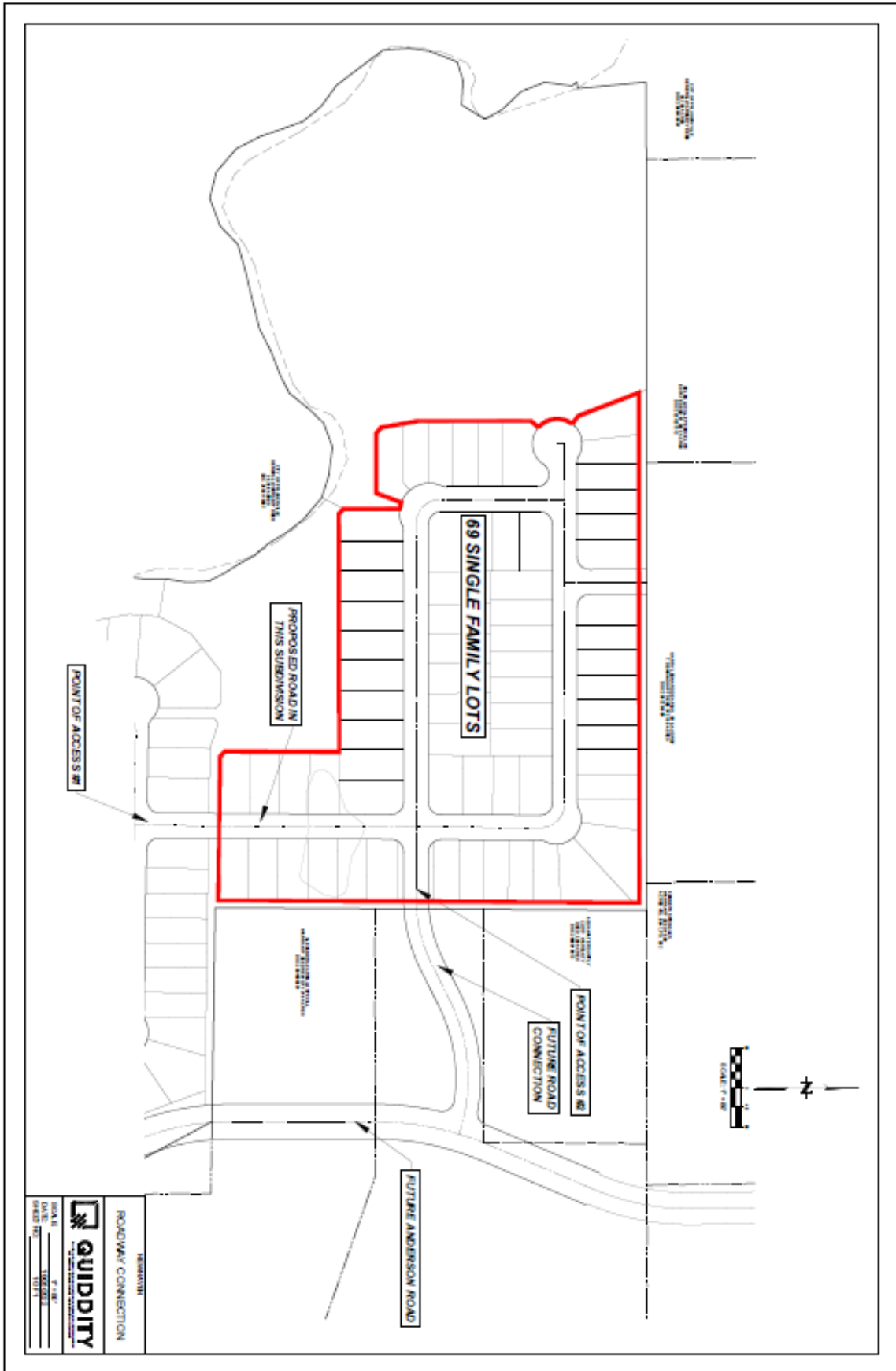
#### Trail

1. 8' Concrete Primary Trail (Site Connectivity)
2. Benches (300' Approximate Spacing)

#### Park B

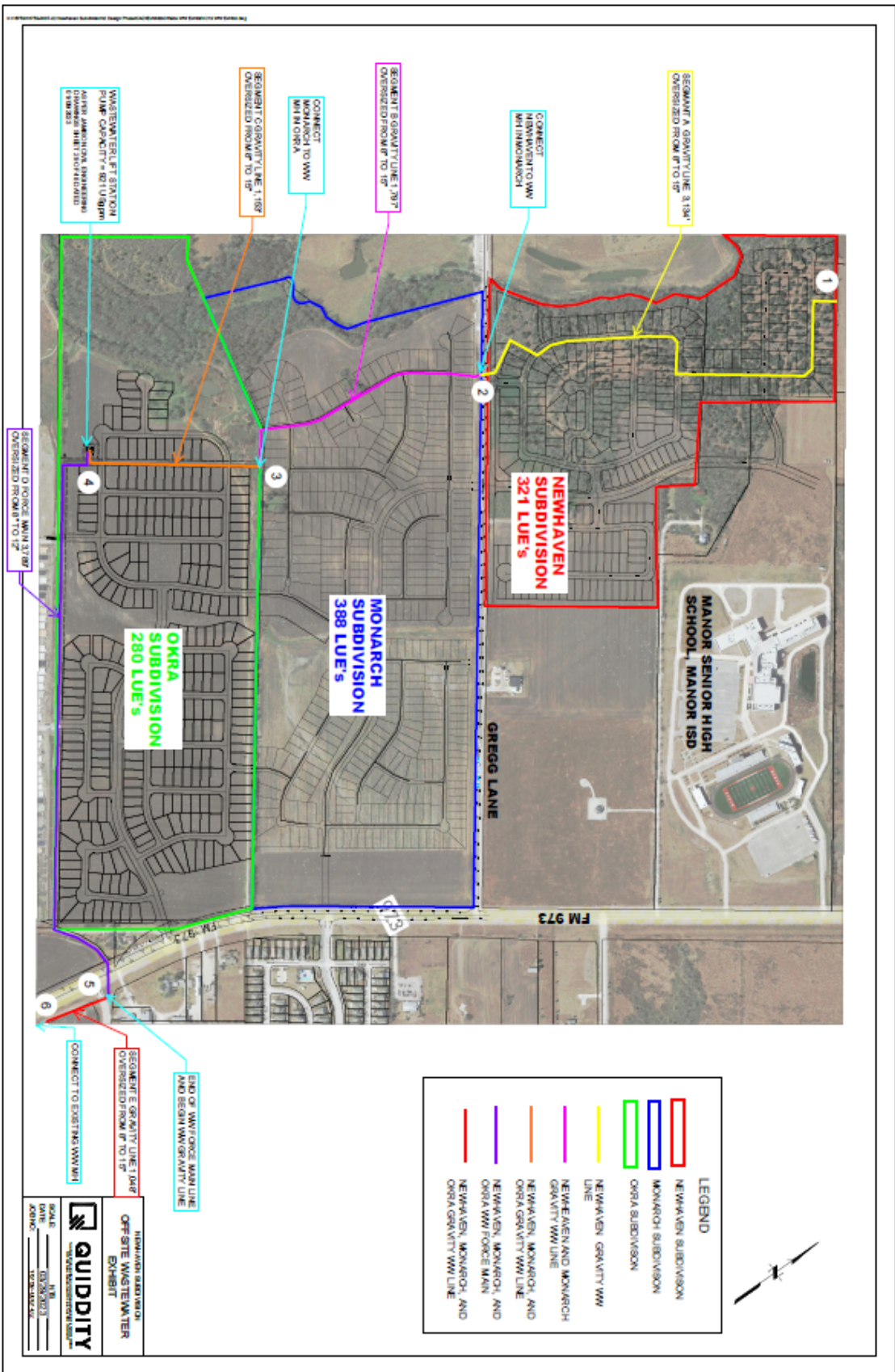
1. 8' Concrete Primary Trail (Site Connectivity)
2. 6' Concrete Secondary Trail (Site Connectivity)
3. (1) Gazebo
4. Benches (300' Approximate Spacing)
5. Trash Receptacles (300' Approximate Spacing)

### Exhibit E Roadway Connection



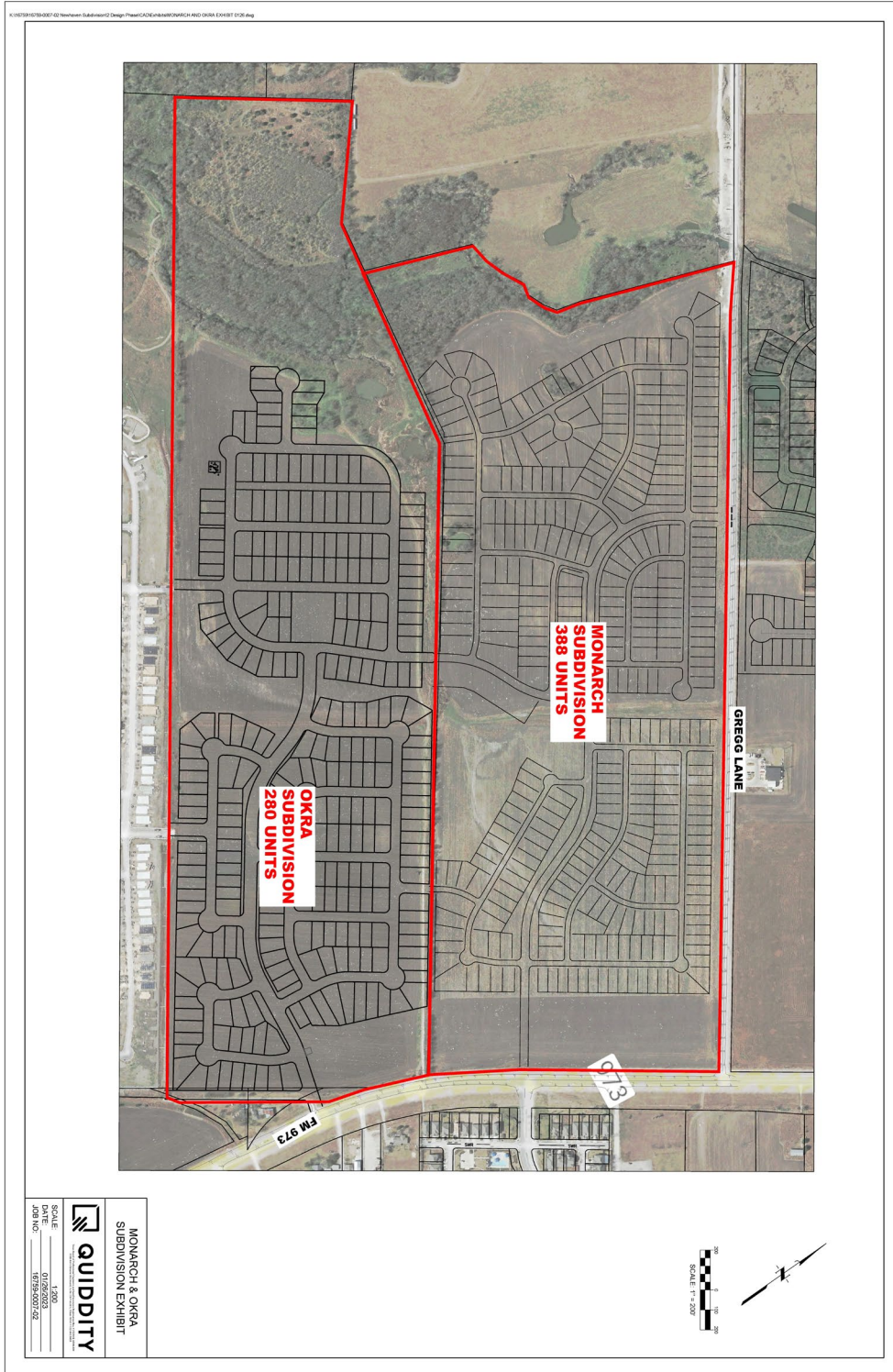
**Exhibit F**  
**Wastewater Facilities**





**Exhibit G**

**Okra Tract and Monarch Ranch Tract**



**Exhibit H**  
**Authorized Improvements**

DRAFT

Newhaven Public Improvement District  
Authorized Improvements  
December 2, 2022

Authorized Improvements [a]	IA #1
<i>Internal Improvements</i>	
Landscaping [b]	\$ 1,449,611
Drainage Improvements	\$ 2,559,590
Detention Pond	\$ 198,000
Erosion Control	\$ 129,965
Street & Site Improvements	\$ 2,624,260
Collector Road Street and Site Improvements	\$ 303,725
Lift Station and Forcemain	\$ 770,076
Earthwork and Demolition	\$ 376,265
Traffic Improvements	\$ 822,468
District Formation Costs	\$ 300,000
Non-Design Fees & Expenses	\$ 1,088,944
Contingency	\$ 953,396
Engineering	\$ 1,593,436
<b>Total Internal Improvements</b>	<b>\$ 13,169,736</b>
<i>Private Improvements</i>	
Waterline Improvements	\$ 1,405,268
Wastewater Line Improvements	\$ 1,795,355

Footnotes:

[a] Per preliminary OPC Prepared by Jones & Carter dated 4/12/22. Excludes dry utilities & impact fees as they are not PID eligible.

[b] Per Bruno Land Design OPC, received 6/7/2022. Excludes Brick Wall, Park Amenities and Trees as these are PUD items.



**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 10.600 acre Remainder Tract.

**BACKGROUND/SUMMARY:**

Back in 2017 the City annexed this property and entered into an Annexation Development Agreement that allowed the property to remain outside the city limits so long as the use of the property did not change and not plats or plans were filed. A portion of the property subject to the Development Agreement was sold to Gregg Lane Dev, LLC and a portion was retained by the seller. This Amendment leaves the portion retained by the seller in the city’s ETJ, while the rest of the tract is considered for annexation, zoning, and development.

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

- Development Agreement Amendment

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 10.600 acre Remainder Tract.

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

**AMENDMENT TO THE DEVELOPMENT AGREEMENT UNDER  
SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

THIS Amendment to the Development Agreement under Section 43.035, Texas Local Government Code (the “**Amendment**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and **GREGG LANE DEV LLC**, a Texas limited liability company (the “**Owner**”). The City and the Owner are collectively sometimes referred to herein as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Parties entered into that certain Development Agreement under Section 43.035, Texas Local Government Code, dated August 7, 2017, filed and recorded in the Official Public Records of Travis County as Document/Instrument No. 2017165296 (the “**Original Agreement**”);

**WHEREAS**, the Original Agreement provides that the Property, as defined in the Original Agreement (the “**Original Tract**”), shall remain the City’s extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

**WHEREAS**, the owners of the Property requested that an approximately 30.580 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Annexed Tract**”), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. \_\_\_\_\_; and

**WHEREAS**, the Parties desire to amend the definition of Property in the Original Agreement to mean the portion of the Property that has not been annexed into the city limits (the “**Remainder Tract**”) and that the Original Agreement remain in effect as to the Remainder Tract.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

**I. RECITALS**

1.01. Recitals Incorporated. The above recitals are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

**II. AMENDMENT**

2.01. Definition of Property. The term “Property” when used in the Original Agreement, shall mean the Remainder Tract, which is the portion of the Property as originally defined under the Original Agreement, an exhibit of which is attached hereto as Exhibit B, less the Annexed Tract, which is described in Exhibit A.

### III. GENERAL PROVISIONS

3.01. Capitalized Terms. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Original Agreement.

3.02. Amendment of Original Agreement. The Original Agreement is hereby amended to the extent of any conflict with this Amendment. If any provisions conflict between this Amendment and the Original Agreement, this Amendment shall control.

3.03. Entire Agreement. This Amendment, together with any exhibits attached hereto, and the Original Agreement, as amended by this Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

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

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

3.06. Authority. Each party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

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

3.08. Anti-Boycott Verification. To the extent this Amendment 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, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

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

3.11. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely

on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

3.12. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and year first above written.

*[Signature Pages Follow]*



**OWNER:**

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager

**THE STATE OF TEXAS** §  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

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

**THE CITY OF MANOR,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**           §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dr. Christopher Harvey, Mayor of The City of Manor, a Texas home-rule municipal corporation, and acknowledged that he/she is fully authorized to execute the foregoing document and that he/she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

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

**AFTER RECORDING RETURN TO:**

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

**Exhibit A**  
**Annexed Tract**

## EXHIBIT A (5 OF 12)



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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

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

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

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

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

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

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## EXHIBIT A (6 OF 12)

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;

## EXHIBIT A (7 OF 12)

- 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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EXHIBIT A (8 OF 12)

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

Surveyed on the ground on August 3, 2020.

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

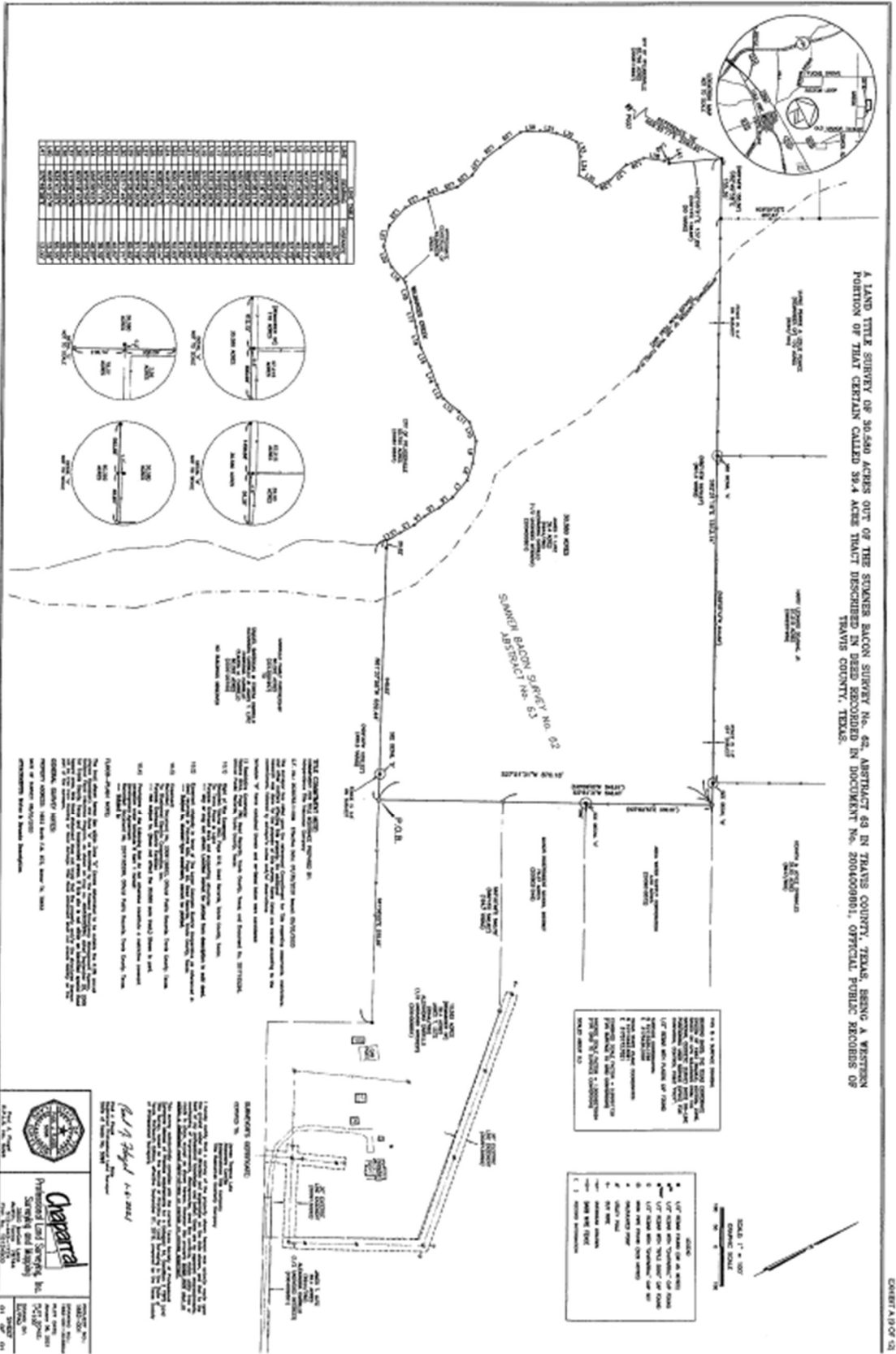
Attachments: Drawing 1662-001-30.580ac

*Paul J. Flugel* 1-6-2021

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

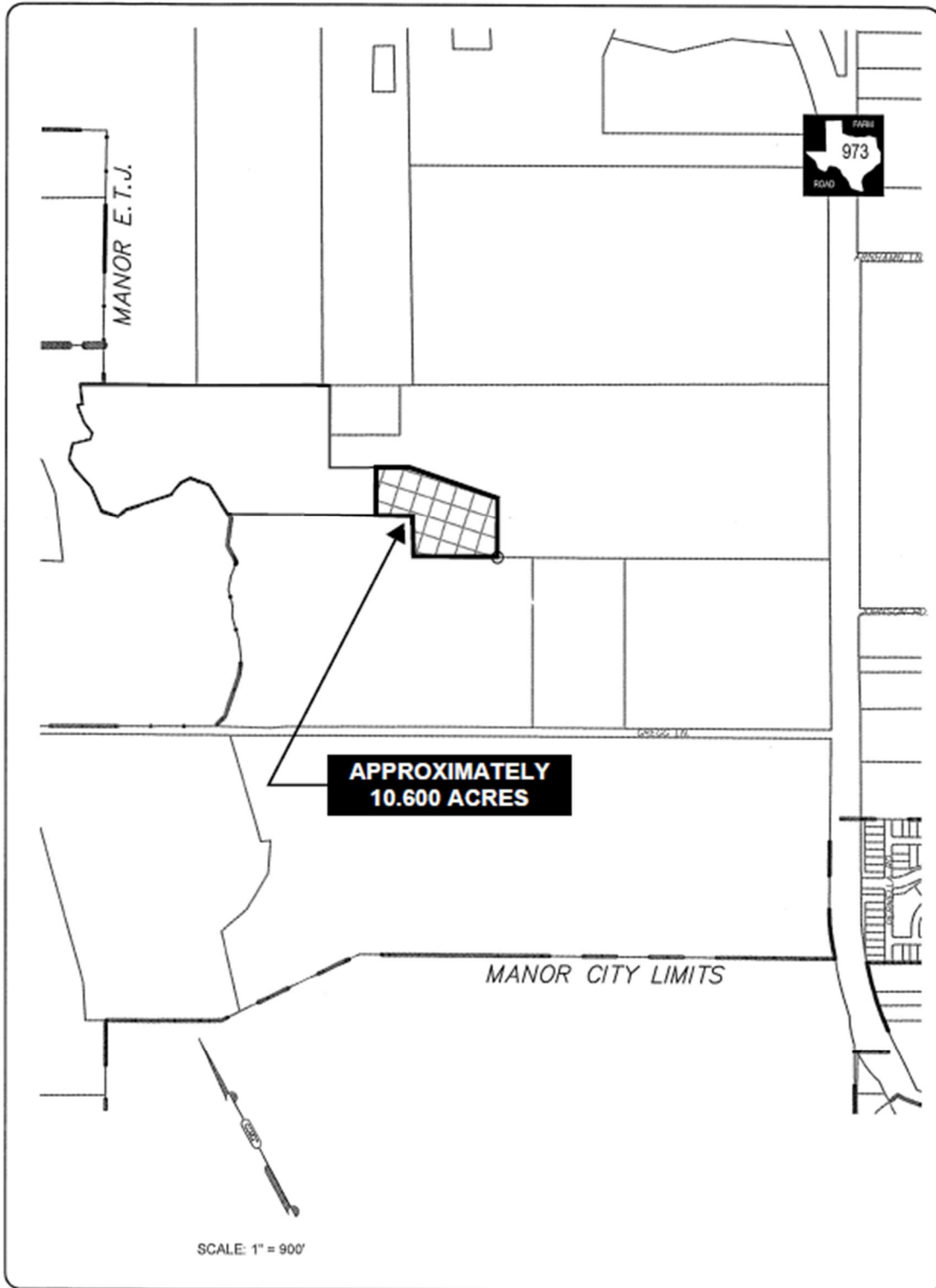


1662-001-30.580 AC





### Exhibit B Remainder Tract





**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** April 19,2023  
**PREPARED BY:** Scott Dunlop, Director  
**DEPARTMENT:** Development Services

**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 0.605 acre Remainder Tract.

**BACKGROUND/SUMMARY:**

Back in 2017 the City annexed this property and entered into an Annexation Development Agreement that allowed the property to remain outside the city limits so long as the use of the property did not change and not plats or plans were filed. A portion of the property subject to the Development Agreement was sold to Gregg Lane Dev, LLC and a portion was retained by the seller. This Amendment leaves the portion retained by the seller in the city’s ETJ, while the rest of the tract is considered for annexation, zoning, and development.

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

- Development Agreement Amendment

**STAFF RECOMMENDATION:**

It is the city staff’s recommendation that the City Council approve an Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Gregg Lane Development, LLC resulting in a 0.605 acre Remainder Tract.

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

**AMENDMENT TO THE DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

THIS Amendment to the Development Agreement under Section 43.035, Texas Local Government Code (the “**Amendment**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”) and is entered into by and between the **CITY OF MANOR, TEXAS**, a Texas home-rule municipal corporation (the “**City**”) and **GREGG LANE DEV LLC**, a Texas limited liability company (the “**Owner**”). The City and the Owner are collectively sometimes referred to herein as the “**Parties**”.

**RECITALS**

**WHEREAS**, the Parties entered into that certain Development Agreement under Section 43.035, Texas Local Government Code, dated August 7, 2017, filed and recorded in the Official Public Records of Travis County as Document/Instrument No. 2017165295 (the “**Original Agreement**”);

**WHEREAS**, the Original Agreement provides that the Property, as defined in the Original Agreements (the “**Original Tract**”), shall remain the City’s extraterritorial jurisdiction until the occurrence of an event specified in the Original Agreement;

**WHEREAS**, the owners of the Property requested that an approximately 59.765 acre portion of the Original Tract, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “**Annexed Tract**”), be annexed into the City, and said Annexed Tract was annexed by the City by Ordinance No. \_\_\_\_\_; and

**WHEREAS**, the Parties desire to amend the definition of Property in the Original Agreements to mean the portions of the Property that has not been annexed into the city limits (the “**Remainder Tract**”) and that the Original Agreement remain in effect as to the Remainder Tract.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto agree as follows:

**I. RECITALS**

1.01. Recitals Incorporated. The above recitals are incorporated herein and made a part of this Amendment to the same extent as if set forth herein in full.

**II. AMENDMENT**

2.01. Definition of Property. The term “Property” when used in the Original Agreement, shall mean the Remainder Tract, which is the portion of the Property as originally defined under the Original Agreement, an exhibit of which is attached hereto as Exhibit B, less the Annexed Tract, which is described in Exhibit A.

### III. GENERAL PROVISIONS

3.01. Capitalized Terms. Any capitalized term that is used in this First Amendment and is not otherwise defined herein shall have the meaning that is ascribed to it in the Original Agreement.

3.02. Amendment of Original Agreement. The Original Agreement is hereby amended to the extent of any conflict with this Amendment. If any provisions conflict between this Amendment and the Original Agreement, this Amendment shall control.

3.03. Entire Agreement. This Amendment, together with any exhibits attached hereto, and the Original Agreement, as amended by this Amendment, constitute the entire agreement between the Parties with respect to the subject matter stated therein, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof.

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

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

3.06. Authority. Each party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof.

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

3.08. Anti-Boycott Verification. To the extent this Amendment 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, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

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

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

3.11. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Amendment. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely

on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

3.12. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date and year first above written.

*[Signature Pages Follow]*

**OWNER:**

**GREGG LANE DEV LLC**, a Texas limited liability company

By: Gregg Lane Manager, LLC, a Texas limited liability company, its Manager

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: \_\_\_\_\_  
Name: Sudharshan Vembutty  
Title: Manager

**THE STATE OF TEXAS** §  
**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, Manager of Gregg Lane Manager, LLC, a Texas limited liability company, Manager of Gregg Lane Dev LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

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

**THE CITY OF MANOR,**  
a Texas home-rule municipal corporation

By: \_\_\_\_\_  
Name: Dr. Christopher Harvey  
Title: Mayor

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Dr. Christopher Harvey, Mayor of The City of Manor, a Texas home-rule municipal corporation, and acknowledged that he/she is fully authorized to execute the foregoing document and that he/she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

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

**AFTER RECORDING RETURN TO:**

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



**Exhibit A**  
**Annexed Tract**



**Professional Land Surveying, Inc.**  
**Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

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

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

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

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

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

1. North 73°18'55" East, a distance of 46.89 feet to a to a calculated point;
2. North 65°28'25" East, a distance of 50.67 feet to a to a calculated point;
3. North 51°10'42" East, a distance of 48.58 feet to a to a calculated point;
4. North 48°30'24" East, a distance of 46.23 feet to a to a calculated point;
5. North 49°14'49" East, a distance of 52.77 feet to a to a calculated point;
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 26.76 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;
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 1079.71 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 1662-001-59.755ac

*Paul J. Flugel* 8-25-2020  
 Paul J. Flugel  
 Registered Professional Land Surveyor  
 State of Texas No. 5096  
 TBPLS Firm No. 10124500





### Exhibit B Remainder Tract

