



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

City Council Called Special Session

Monday, October 02, 2023 at 7:00 PM

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

AGENDA

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

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

- A.** Declaring the month of October 2023 as “*Breast Cancer Awareness Month*”
- B.** Declaring the month of October 2023 as “*Domestic Violence Awareness Month*”

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.

EXECUTIVE SESSION

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

- Sections 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and to deliberate the purchase of real property; and
- Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Spring project

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.

- 1. Consideration, discussion, and possible action on a resolution authorizing publication of notice of intention to issue combination tax and revenue certificates of obligation.**
Submitted by: Scott Moore, City Manager
- 2. Consideration, discussion, and possible action on an amendment to the Real Estate Purchase Contract.**
Submitted by: Scott Moore, City Manager

REGULAR AGENDA

- 3. Consideration, discussion, and possible action regarding the selection of a contractor and an alternate pursuant to the August 25, 2023, Request for Proposal for the Scope of Services solicited under the Terms and Conditions for the Downtown Strategic Plan Consulting Services for the City of Manor.**
Submitted by: Scott Jones, Economic Development Director
- 4. Consideration, discussion, and possible action on a Texas Motor Vehicle Records Data Contract.**
Submitted by: Scott Dunlop, Development Services Director
- 5. Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending to Chapter 14 Zoning of the Manor Code of Ordinances to Modify the Provisions for the Residential Land Use Table Relating to Single Family Attached (2 units) and Single Family Attached (3 or more units); Industrialized Housing Standards; and Office, Commercial, Institutional Architectural Standards.**
Submitted by: Scott Dunlop, Development Services Director

- 6. Second and Final Reading: Consideration, discussion, and possible action on an ordinance for the Okra Tract Development Final Planned Unit Development Site Plan, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.**
Applicant: Sotol Ventures
Owner: Dalton Wallace
Submitted by: Scott Dunlop, Development Services Director
- 7. Consideration, discussion, and possible action on a Development Agreement establishing development standards for the Okra Development.**
Submitted by: Scott Dunlop, Development Services Director
- 8. Second and Final Reading: Consideration, discussion, and possible action on an ordinance for the Manor Heights (Carillon) Subdivision Planned Unit Development (PUD) Amendment located at 13201 Old Kimbro Road, Manor, TX.**
Applicant: Kimley Horn and Associates, Inc
Owner: RHOF, LLC
Submitted by: Scott Dunlop, Development Services Director
- 9. Consideration, discussion, and possible action on the Fourth Amendment to the Manor Heights Development Agreement.**
Submitted by: Scott Dunlop, Development Services Director
- 10. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).**
Applicant: Jiwon Jung
Owner: Build Block
Submitted by: Scott Dunlop, Development Services Director
- 11. Consideration, discussion, and possible action on accepting the FY 2023-2024 proposal between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP).**
Submitted by: Tracey Vasquez, HR Director
- 12. Consideration, discussion, and possible action on an agreement between the City of Manor and NEOGOV, a Human Resource Informational System (HRIS) for the Human Resources Department.**
Submitted by: Tracey Vasquez, HR Director
- 13. Consideration, discussion, and possible action on a Software and Services Purchase Agreement between the City of Manor and Cities Digital Inc. (CDI).**
Submitted by: Lluvia T. Almaraz, City Secretary
- 14. Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.**
Submitted by: Scott Moore, City Manager

ADJOURNMENT

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

CONFLICT OF INTEREST

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

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

POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, September 29, 2023, by 5:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

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



BREAST
CANCER
AWARENESS MONTH

PROCLAMATION

WHEREAS, Breast Cancer Awareness Month is a worldwide annual campaign in October, involving thousands of organizations, to highlight the importance of breast cancer awareness, education and research; and

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among women; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering a cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors which gives us hope for a better future; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening.

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

“Breast Cancer Awareness Month”

in the City of Manor and encourage all citizens to talk to family and friends about getting screened and to join in on activities that will increase awareness and prevention of breast cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 2nd day of October 2023.

Dr. Christopher Harvey, Mayor
City of Manor



PROCLAMATION

WHEREAS, since 1981, October has been recognized as National Domestic Violence Awareness Month to bring attention to lifesaving resources for family violence survivors; and

WHEREAS, in just one day, across the U.S. and its territories, nearly 75,000 victims of domestic violence sought services from domestic violence programs and shelters. At Texas Health and Human Services (HHS), the Family Violence Program (FVP) provides services at eight nonresidential centers and 70 shelters throughout Texas; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS domestic violence does not discriminate and touches all communities regardless of age, race, disability, gender identity, or socioeconomic status; and

WHEREAS, City of Manor joins with others across Texas and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Manor.

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

“Domestic Violence Awareness Month”

in the City of Manor, Texas and urges all residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Manor on this 2nd day October 2023.

Dr. Christopher Harvey, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution authorizing publication of notice of intention to issue combination tax and revenue certificates of obligation.

BACKGROUND/SUMMARY:

This item authorizes the publication of a Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation (“COs”) in the principal amount not to exceed \$40,000,000. The City Council will consider the authorization of the COs at a special called Council meeting on November 29, 2023.

State law requires that this notice be posted on the City’s website and published in the local paper at least 45 days, in two consecutive weeks, before Council may authorize the issuance of the COs.

The proceeds of the COs will be used for the following purposes: (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City’s parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto. The certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and a limited pledge (not to exceed \$1,000) of the surplus revenues of the City’s Water and Wastewater Systems.

LEGAL REVIEW: Yes, Gregory Miller, Bond Counsel
FISCAL IMPACT: Not from this item. The City’s Financial Advisor will state the anticipated fiscal impact of any sale of Certificates of Obligation.
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2023-32

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve Resolution No. 2023-32 Authorizing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation.

PLANNING & ZONING COMMISSION:

Recommend Approval

Disapproval

None



RESOLUTION NO. 2023-32
RESOLUTION AUTHORIZING PUBLICATION
OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
CITY OF MANOR §

WHEREAS, the City Council of the City of Manor, Texas (the "City Council") deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of said City, as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. FORM OF NOTICE. Attached hereto and marked Exhibit "A" is a form of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which are hereby adopted and approved.

Section 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

Section 3. POSTING OF NOTICE ON WEBSITE. Further, said Notice shall be posted in substantially the form attached hereto continuously on the City's website for at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

PASSED AND APPROVED THIS 2ND DAY OF OCTOBER 2023.

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

[CITY SEAL]

Exhibit "A"
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Manor, Texas, will convene at the Manor City Hall, Council Chambers, 105 E. Eggleston Street, Manor, Texas at 7:00 p.m. on November 29, 2023, and, during such meeting, the City Council will consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$40,000,000 for the purpose of paying contractual obligations of the City to be incurred for (1) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City's Water and Wastewater Systems including the construction of new plants and facilities, the oversizing and expansion of existing water and sewer lines, the construction of new water and sewer lines, the addition of new water storage tanks and pumps, and the installation and expansion of lift stations; (2) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of the City's parks and recreation facilities and systems including the acquisition of parkland and the installation, maintenance, and expansion of recreation facilities and other park amenities; (3) acquiring real property for public safety facilities including real property to be a site for an emergency medical services facility and a site for a new police station; (4) designing, constructing, equipping, and acquiring real property for the improvement, expansion, and upgrading of City streets, roads, and highways, bridges, and sidewalks, including drainage, intersection, and shared use pathway improvements; and (5) the payment of professional services and costs of issuance related thereto. The certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's Water and Wastewater Systems. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code, Section 271.041, et seq.

As further required by Local Government Code Section 271.049(b)(4), the following additional information is provided:

- (A) The current principal of all outstanding debt obligations of the City is \$30,230,000.
- (B) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$33,568,959.
- (C) The maximum principal amount of the certificates to be authorized is \$40,000,000.
- (D) The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is approximately \$62,011,111.
- (E) The estimated interest rate for the certificates to be authorized is 5.00%.
- (F) The maximum maturity date of the certificates to be authorized is August 15, 2049.

Pursuant to Texas Local Government Code Section 271.049(c), an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Chapter 1251, Government Code.

/s/ Dr. Christopher Harvey
 Mayor, City of Manor, Texas



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Jones, Economic Development Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action regarding the selection of a contractor and an alternate pursuant to the August 25, 2023 Request for Proposal for the Scope of Services solicited under the Terms and Conditions for the Downtown Strategic Plan Consulting Services for the City of Manor.

BACKGROUND/SUMMARY:

On August 25th, the Economic Development Department of the City of Manor solicited bids pursuant to the City’s Comprehensive Master Plan for a Downtown Strategic Plan based on a Scope of Services advertised in the Manor and Austin newspapers in a Request for Proposal. A Selection Committee composed of Economic Development and Development Services Department heads, the City Manager, an area Economic Development Director from another city, and a Vice President of Austin’s area regional economic development council (Opportunity Austin), both with Downtown experience, were appointed to review and rate the sealed proposals opened September 8th according to the Evaluation Criteria proposed in the RFP and present their numeric ratings Council. At the October 2nd City Council Meeting, Council will review the proposals and can vote to authorize the City Manager to negotiate a legal agreement and hire a consultant, and, in the instance a contract cannot be negotiated and/or terms agreed to by the parties, then to hire an alternate to perform the contract services, subject to legal review.

A Budget Amendment will be required to the 2022-2023 Budget for the line item: General Fund – Administration: Contract Services (10-5800-54-51501) for expenses for Downtown Strategic Plan Consulting. The budget amendment will be presented at a later date.

LEGAL REVIEW: Yes, Veronic Rivera, Assistant City Attorney
FISCAL IMPACT: Yes, FY 2022-2023 Budget
PRESENTATION: No
ATTACHMENTS: Yes

STAFF RECOMMENDATION:

City staff recommends that the City Council authorize the City Manager to approve a contractor and an alternate to provide consulting services regarding the Downtown Strategic Plan and to authorize the City Manager to negotiate and execute a contract with said contractor or alternate in an amount not to exceed \$180,000.000, after legal review.

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Texas Motor Vehicle Records Data Contract.

BACKGROUND/SUMMARY:

This contract, originally executed in 2022, permits an authorized user to access TxDMV records to determine the owner of an illegally parked or abandoned vehicle. This is separate from any systems used by the Police Department. The only authorized user of the system currently is our civilian code enforcement officer. This contract would continue his authorization to access the system. There is no cost to the city to participate.

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

- Contract

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve a Texas Motor Vehicle Records Data Contract.

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

TEXAS MOTOR VEHICLE RECORDS DATA CONTRACT

The Texas Department of Motor Vehicles (“**TxDMV**”), an agency within the executive branch of the state of Texas, and City of Manor (“**Recipient**”), each a “**Party**” and collectively the “**Parties**,” enter into the following contract for accessing Texas motor vehicle records (the “**Contract**”) in accordance with 43 Texas Administrative Code §§ 217.121 through 217.133 (“**TxDMV Rules**”) (found at Title 43 of the Texas Administrative Code, Part 10, Chapter 217, Subchapter F).

RECITALS

Whereas, the Recipient, also known in the TxDMV Rules as the “**Requestor**,” is either a private entity, a Texas governmental entity, as defined in Texas Government Code § 2252.001, or a toll project entity, as defined in Texas Transportation Code § 372.001 desires to have access to or electronically receive “**Personal Information**” contained in Texas “**Motor Vehicle Records**” (the “**Data**”), as defined in Texas Transportation Code § 730.003, from the data product(s) designated below, which are defined in the TxDMV Rules;

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> MVINet | <input type="checkbox"/> Batch Inquiry | <input type="checkbox"/> Master File | <input type="checkbox"/> Weekly Updates |
| <input type="checkbox"/> eTAG File | <input type="checkbox"/> Special Plates File | <input type="checkbox"/> Dealer Supplemental File | |

Whereas, Texas Transportation Code Chapters 501, 502, 504, and 520 designates TxDMV as the Texas state agency responsible for administering and retaining the Data;

Whereas, the Federal Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Chapter 730) (the “**Acts**”) authorizes TxDMV to disclose Personal Information contained within the Data in accordance with the Acts;

Whereas, Texas Transportation Code § 730.014 and 43 Texas Administrative Code § 217.123 authorizes TxDMV to enter into written service agreements or bulk contracts, also referred to herein as the “**Contract**,” with the Recipient to provide electronic access to or electronic delivery of the Data;

Whereas, a Texas governmental entity or toll project entity, may enter into agreements with public or private entities (“**Public Purpose Contractor**”) to facilitate the performance of its public purpose; and

Whereas, Texas Transportation Code § 730.011, Texas Government Code Chapter 552, and 43 Texas Administrative Code § 217.124 authorizes TxDMV to charge the Recipient reasonable fees for the Data; and

Whereas, TxDMV has approved the Recipient’s application and agrees to provide electronic access to or will electronically deliver the Data to the Recipient subject to the terms and conditions of this Contract.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree to enter into this Contract.

AGREEMENT

The TxDMV will provide electronic access to or will electronically deliver the Data to the Recipient, under the following conditions:

1. Recipient's Certification of Use

The Recipient by signing this Contract, certifies its compliance with all provisions of the Acts, the TxDMV Rules, and with all other federal and state laws applicable to this Contract. Additionally, the Recipient acknowledges and confirms that its use of the Data obtained under this Contract is for the permissible purpose(s) referenced below as defined in Texas Transportation Code § 730.007(a)(2) and cannot be used for any other purpose. The permissible purpose(s) that the Recipient is certifying under this Contract are as follows:

- (i) Section 730.007(a)(2)(A) - Use by: (i) a government agency, including any court or law enforcement agency, in carrying out its functions; or (ii) private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
- (i) Section 730.007(a)(2)(B) - Use in connection with a matter of: (i) motor vehicle or motor vehicle operator safety; (ii) motor vehicle theft; (iii) motor vehicle product alterations, recalls, or advisories; (iv) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; or (v) removal of nonowner records from the original owner records of motor vehicle manufacturers.
- Section 730.007(a)(2)(C) - Use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
- Section 730.007(a)(2)(D) - Use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
- Section 730.007(a)(2)(E) - Use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
- Section 730.007(a)(2)(F) - Use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating, or underwriting.

- Section 730.007(a)(2)(G) - Use in providing notice to an owner of a vehicle that was towed or impounded and is in the possession of a vehicle storage facility.
- Section 730.007(a)(2)(H) - Use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
- Section 730.007(a)(2)(J) - Use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.
- Section 730.007(a)(2)(K) - Use by a consumer reporting agency, defined by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), for a purpose permitted under that Act.
- Section 730.007(a)(2)(L) - Use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
- (i) Section 730.007(a)(2)(M) - Use in the ordinary course of business by a person or authorized agent of a person who: (i) holds a salvage vehicle dealer license issued under Chapter 2302, Occupations Code; (ii) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number; (iii) holds a used automotive parts recycler license; or (iv) is licensed by, registered with, or subject to regulatory oversight by the Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

2. Data Fees and Locations

- 2.1. TxDMV will provide the Recipient with the Data at the applicable fee(s) set forth in TxDMV Rules. This Contract does not cover additional services beyond providing the Data, such as resending, researching, or programming related to the Data. The Data is provided to the Recipient as-is.
- 2.2. This Contract may be used for multiple business locations under the control of the Recipient, if applicable, and using the same tax identification number.

3. Bulk File Requirements

- 3.1. The Recipient entering into this Contract for bulk Data, also known as a “**bulk file**” as defined in TxDMV Rules, has represented that it has secured, and warrants that it shall maintain, during the life of this Contract, a performance bond in the amount of \$1 million, payable to the State of Texas pursuant to Texas Transportation Code § 730.014.

- 3.2. The Recipient entering into this Contract for bulk Data has represented that it has secured, and warrants that it shall maintain, general liability and cyber-threat insurance coverage that is reasonably related to the risks associated with unauthorized access and use of the Data in the amount of at least \$3 million pursuant to Texas Transportation Code § 730.014.
- 3.3. The Recipient entering into this Contract for bulk Data is prohibited from selling or redisclosing the Data for the purpose of marketing extended vehicle warranties by telephone pursuant to Texas Transportation Code § 730.014.
- 3.4. The Recipient entering into this Contract for bulk Data acknowledges and agrees that if it experiences a “breach of system security,” as defined by Texas Business & Commerce Code § 521.053, that includes Data obtained under this Contract, the Recipient must notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract of the breach not later than 48 hours after the discovery pursuant to Texas Transportation Code § 730.014.
- 3.5. The Recipient entering into this Contract for bulk Data acknowledges and agrees that it shall include in each contract or agreement it enters into with a third party to receive the Data from the Recipient that the third party must comply with federal and state laws regarding the Data pursuant to Texas Transportation Code § 730.014
- 3.6. The Recipient entering into this Contract for bulk Data, and any third party receiving the Data from the Recipient, shall protect the Data with appropriate and accepted industry standard security measures for the type of data and the known risks from unauthorized access and use of the Data pursuant to Texas Transportation Code § 730.014.
- 3.7. The Recipient entering into this Contract for bulk Data agrees to electronically submit an annual report, on a form prescribed by TxDMV, on or before October 1st of each year for the 12-month period beginning September 1st of the preceding year. The annual report submitted must comply with the annual report requirements as set forth in TxDMV Rules pursuant to Texas Transportation Code § 730.014.
- 3.8. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract for bulk Data affirms with their initials below, that the Recipient understands and will fully comply with all the provisions listed in this **Section 3** of this Contract.

N/A Initials

4. Data Restrictions

- 4.1. The Recipient may redisclose the Data, including redisclosure for compensation, only as permitted in accordance with **Subsection 5.1** of this Contract.
- 4.2. A Public Purpose Contractor may only use the Data to carry out the functions of the entity named in **Attachment A, Public Purpose Contractor Certification of Use**, if applicable to this Contract. If the Recipient is a Texas governmental entity or toll project entity, who has

employed a Public Purpose Contractor, then **Attachment A** is attached hereto and incorporated by reference and made part of this Contract for all purposes.

- 4.3. A Recipient who certifies a permissible purpose(s) as identified in **Section 1** of this Contract, that requires an active license or registration as set forth in TxDMV Rules, may access the Data, only while the license or registration is active and in good standing. If the license or registration expires, becomes inactive, or is revoked, and if the Recipient does not qualify for Personal Information under another permissible purpose(s), this Contract shall terminate in accordance with **Subsection 4.4** of this Contract. For the avoidance of doubt, this Subsection does not apply to a Recipient who would otherwise be exempt from the requirements pursuant to 43 Texas Administrative Code § 217.125.
- 4.4. The Recipient required to have an active license or registration must provide TxDMV proof of its renewed license or registration, as set forth in TxDMV Rules, no later than 30 days following the expiration date. If the Recipient does not provide proof within 30 days, the Recipient’s access to the Data will be suspended until such proof is provided. If the Recipient has not provided proof within 90 days following the expiration date, this Contract shall immediately terminate without notice being required.
- 4.5. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 4** of this Contract.

_____ Initials 

5. Data Redisclosure

- 5.1. In accordance with Texas Transportation Code § 730.013, the Recipient may redisclose the Data, including redisclosure for compensation, only to a **“Person”**, as defined in Texas Transportation Code § 730.003, who has a permissible purpose(s) under the Acts and, in accordance with TxDMV Rules. Though, the Recipient is strictly prohibited from redisclosing the Data, including redisclosure for compensation, in the identical or substantially identical format as disclosed by TxDMV. Additionally, the Recipient acknowledges and understands, that the Recipient is subject to a criminal offense if found to have redisclosed the Data provided under this Contract in violation of Texas Transportation Code § 730.013.
- 5.2. The Recipient who rediscloses the Data, including redisclosure for compensation, shall maintain redisclosure records containing the following information for a minimum of 5 years:
 - A. the individual’s name and the organization or entity with which the individual is associated, when known;
 - B. the permissible purpose(s) for obtaining information;
 - C. the quantity of Texas motor vehicle records redisclosed to the Person under each permissible purpose(s);
 - D. any documented agreement between the Recipient and the Person to which the Recipient redisclosed information; and

E. a statement specifying what data was redisclosed and in what format.

- 5.3. If TxDMV requests the redisclosure records in writing, the Recipient shall provide copies of the redisclosure records not later than 30 days after the date of TxDMV’s request. If the Recipient does not fully respond within 30 days, TxDMV, in its sole discretion, may prevent access or delivery of the Data under Texas Transportation Code § 730.014(g) and may terminate this Contract.
- 5.4. The Recipient shall inform all Persons to whom it rediscloses the Data, including redisclosure for compensation, of each Person’s legal obligations under the Acts and the TxDMV Rules.
- 5.5. Any violation of the Acts or TxDMV Rules by a Person that obtained the Data from the Recipient, directly or indirectly, will be considered a breach of this Contract by the Recipient, and may subject the Recipient to termination or liability under the terms of the Acts and this Contract. Additionally, the Recipient must provide written or electronic notification to the Person obtaining the Data from the Recipient that the Person is also subject to the redisclosure provisions and a criminal offense in accordance with Texas Transportation Code § 730.013.
- 5.6. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 5** of this Contract.

_____ Initials 

6. Data Security, Confidentiality and Breaches.

- 6.1. TxDMV provides access to or delivery of the Data in an electronic format through TxDMV-maintained systems. TxDMV operates and controls its electronic systems, including real-time web-based applications.
- 6.2. TxDMV is responsible for processing submitted requests and delivering the Data in a secure, electronic format, utilizing TxDMV-maintained systems. TxDMV is obligated to achieve specific performance level requirements. As such, TxDMV has the authority to suspend any account or to suspend access to TxDMV-maintained systems when such access compromises the security and operation of the systems. Suspension of a Recipient’s account or access the TxDMV-maintained systems shall continue until the compromising condition is resolved to the satisfaction of the TxDMV.
- 6.3. To the extent the Recipient has access to, stores, rediscloses, or otherwise deals with the Data, the Recipient represents and warrants that it has implemented and it shall use appropriate legal, organizational, physical, administrative and technical measures, and security procedures designed to: (i) ensure the security and confidentiality of the Data; (ii) protect the Data from unauthorized access, use, hacking, redisclosure (including redisclosure for compensation), duplication, theft, modification and/or loss; and (iii) implement physical security and access controls at any of its facilities (including any data

centers) that house the Data. This obligation applies whether the disclosure was intentional or unintentional by the Recipient, or by a Person that obtained the data from the Recipient, directly or indirectly.

- 6.4. Recipient who uses a website to process, transmit, or store the Data shall be accessible through a secure connection (HTTPS-only, with HTTP Strict Transport Security (HSTS)), utilizing Transport Layer Security (TLS) version 1.2 or higher.
- 6.5. Each individual who, by virtue of this Contract, is granted access to TxDMV-maintained systems for permissible purpose(s) to the Data shall review and execute the **Texas Motor Vehicle Records Data Contract Data Use Agreement** before accessing any TxDMV-maintained systems.
- 6.6. Notwithstanding the provisions specified in **Subsection 3.4** of this Contract, if the Recipient experiences a breach of its system security or determines there has been unauthorized access and/or use of the Data or any TxDMV-maintained systems, the Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract of the breach or unauthorized activity, no later than 48 hours after the breach of security or data is discovered.
- 6.7. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 6** of this Contract.

_____ Initials 

7. Recipient’s User Identification

- 7.1. The Recipient shall submit all requests for access to TxDMV-maintained systems using only the forms required by the TxDMV.
- 7.2. Each person who, by virtue of this Contract, is granted access to TxDMV-maintained systems for permissible purpose(s) to the Data from an eligible business location will be assigned a unique user ID to be used only by that person (the “User”). User IDs shall not be shared.
- 7.3. Any User ID assigned by TxDMV to the Recipient’s account that is no longer needed for any reason including, but not limited to, termination, death, or separation from the Recipient’s operations, the Recipient shall, within 3 business days of the event, request cancellation of the User ID on the form required by TxDMV. The TxDMV will cancel the User ID upon receipt of the properly completed form.

8. Termination

- 8.1. Termination for Convenience. TxDMV or the Recipient may terminate this Contract for convenience at any time for any reason by giving the other Party 30 days written notice. If either Party elects to terminate this Contract for convenience, all unfilled obligations shall

remain in full force. In no event will termination for convenience by TxDMV give rise to any liability whatsoever on the part of TxDMV.

- 8.2. Termination for Cause. TxDMV may immediately terminate this Contract for cause for any violation of the terms of this Contract or for any violation of any federal or state law or regulation relating to the subject matter of this Contract. TxDMV shall provide the Recipient with written notice to terminate this Contract. Termination shall be effective immediately upon the Recipient's receipt of the notice. If this Contract is terminated for cause, TxDMV may refuse to provide the Data to the Recipient in any format. A Recipient whose Contract has been terminated for cause but who is requesting renewed access to the Data must comply with the provisions of 43 Texas Administrative Code § 217.130.
- 8.3. Mutual Termination. This Contract may further be terminated by mutual consent, in writing, by both Parties. The termination shall be effective upon the date specified in the written termination agreement.
- 8.4. User IDs and Refunds on Termination. If this Contract is terminated for any reason, TXDMV will deactivate the Recipient's account and all user IDs associated with that account upon the termination date, and will issue a refund for outstanding fee credits, if any, to the Recipient within 60 days of the termination.

9. Change of Status

- 9.1. This Contract shall automatically terminate if the Recipient ceases to exist, substantially changes the nature of its business, or ceases to qualify for the Data under the permissible purpose(s) certified in **Section 1** of this Contract. The Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract in writing of any change in its status that may implicate this Section no later than 2 business days after the change. The Recipient may re-apply for access to or delivery of the Data under its new status.
- 9.2. This Contract is made exclusively between the TxDMV and the Recipient. If for any reason, the Recipient undergoes a change in business name that no longer matches the Recipient's business name in this Contract, this Contract is automatically terminated.
- 9.3. If the Recipient's change in business name does not alter the nature of the Recipient's business, or if the Recipient's qualifications for the Data under the permissible purpose(s) certified in **Section 1** of this Contract do not change, a new Contract may be executed without re-applying, at the sole discretion of TxDMV.
- 9.4. The Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract in writing of any changes to the information provided on the approved application, including, but not limited to, changes in physical or mailing address, business phone number, or listed account contact. Any notice required under this Subsection, must be provided within 5 business days of the change.

10. Additional Terms and Conditions

Item 4.

- 10.1. Amendments. This Contract may be amended only by a written amendment executed by both Parties.
- 10.2. Assignment. The Recipient shall not assign its rights or delegate its obligations under this Contract without prior written approval from TxDMV. Any attempted assignment in violation of this Subsection is void and without effect.
- 10.3. Compliance with Laws and Change in Laws. The Recipient shall comply with all applicable federal and state laws, rules, regulations, and guidelines that currently exist and as amended throughout the term of this Contract, and with the orders and decrees of any court, or administrative bodies, or tribunals in any matter affecting the performance of this Contract. Notwithstanding anything to the contrary in this Contract, TxDMV reserves the right, in its sole discretion, to unilaterally amend this Contract to incorporate any modifications necessary for the Parties compliance with changes in federal and state laws, regulations, requirements, and guidelines.
- 10.4. Contract Execution. Each Party represents and warrants that the individual executing this Contract on its behalf has full power and authority to enter into this Contract. Additionally, each Party agrees that this Contract, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. The Parties each agree that this transaction and Contract may be conducted under the Texas Uniform Electronic Transactions Act (“**UETA**”) (Texas Business and Commerce Code Chapter 322), and in particular, the Parties each consent to an electronic signature (as defined in UETA) as an enforceable signature for this Contract and any amendment thereto. The Parties further agree that any objections that electronic signatures and electronically transmitted documents do not constitute the “best evidence” of the documents, or that they do not comply with the “Statute of Frauds,” as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.
- 10.5. Designated Representatives. The following will act as the designated Representatives authorized to administer activities including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications, that are provided for or permitted to be given under this Contract. Communications to the Representatives may be given by written or electronic transmission. The designated Representatives on behalf of their respective Party are as follows:

TxDmv

Texas Department of Motor Vehicles
Vehicle Titles and Registration Division
4000 Jackson Avenue
Austin, Texas 78731
DataContractsCA1@txdmv.gov

Recipient

Scott Moore
City of Manor
P.O. Box 387
Manor, TX 76540
smoore@manortx.gov

The Recipient may change its designated Representative by providing written notice to TxDMV at least 10 business days after to the change. TxDMV will issue notification to the Recipient of any change to its designated Representative within a reasonable time period of said change or upon receipt of a communication from the Recipient to the above referenced email box.

- 10.6. Entire Agreement. This Contract contains all the terms and conditions between TxDMV and the Recipient relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this Contract, shall be of any force or effect.
- 10.7. Excluded Parties. Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 10.8. Executive Head of a State Agency Affirmation. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, Recipient certifies that it is not (1) the executive head of TxDMV, (2) a person who at any time during the four years before the date of the contract was the executive head of TxDMV, or (3) a person who employs a current or former executive head of TxDMV.
- 10.9. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless mandated otherwise by statute.
- 10.10. Inability to Provide Data. If TxDMV is delayed in or unable to provide the Data as set forth in this Contract, TxDMV will attempt to notify the Recipient, but shall not be liable to the Recipient for any delay or not being able to provide the Data.
- 10.11. **INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE RECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TxDMV, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR ANY PERSON OR ENTITY RECEIVING INFORMATION OR DATA GOVERNED BY THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TxDMV IS A NAMED DEFENDANTS IN ANY LAWSUIT AND THE RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE RECIPIENT AND TxDMV AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE**

RECIPIENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR TxDMV FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE, TxDMV, OR ITS EMPLOYEES.

10.12. Legal Notice. Any legal notice required under this Contract shall be deemed delivered when deposited by a Party in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required; or hand delivered, to the appropriate address below:

TxDMV

Texas Department of Motor Vehicles
Attn: Office of General Counsel
4000 Jackson Avenue
Austin, Texas 78731

Recipient

City of Manor
Attn: Scott Moore
P.O. Box 387
Manor, TX 76540

Legal notices given in any other manner not set forth within this Subsection shall be deemed effective only if and when received by the Party to be notified. Additionally, a copy of any legal notice must be provided at the same time to the receiving Party’s designated Representative identified in **Subsection 10.5** of this Contract when said notice is given. Either Party may change its address for legal notices by providing written notice to the other Party at least 30 days prior to the change.

10.13. **LIMITATION OF LIABILITY**. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE RECIPIENT SHALL HOLD HARMLESS TXDMV FROM ANY LIABILITY THAT MAY ARISE FROM THE RECIPIENT’S ACCESS TO, RECEIPT OF, MISUSE OF, OR REDISCLOSURE OF THE DATA BY THE RECIPIENT OR BY ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS. TXDMV MAKES NO REPRESENTATION OR WARRANTY AS TO USE, RESULT, OR ACCURACY OF THE DATA THAT IS THE SUBJECT OF THIS CONTRACT. THE RECIPIENT, NOT TXDMV, IS SOLELY RESPONSIBLE IF A USER FAILS TO PROPERLY INTERPRET THE DATA. THE RECIPIENT, NOT THE TXDMV, IS SOLELY RESPONSIBLE FOR SENDING ANY NOTICES TO THE INCORRECT PARTIES.

10.14. No Third-Party Beneficiaries. This Contract is intended for the benefit of TxDMV and the Recipient, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. Any benefit(s) that a third-party may receive as a result of this Contract are incidental and do not create any rights for such third-party.

10.15. Publicity. The Recipient shall not use TxDMV’s name, logo, or other likeness in any press release, marketing material, or other announcement, including postings on social media sites, without TxDMV’s prior written approval. TxDMV does not endorse the Recipient, any vendor, commodity, or service.

10.16. Public Information Act. The Recipient understands that TxDMV will comply with the Texas Public Information Act (Texas Government Code Chapter 552) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to

public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the Recipient is required to make any information created or exchanged with the State of Texas or TxDMV pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State of Texas or TxDMV.

- 10.17. Recitals. The recitals set forth at the beginning of this Contract are incorporated into and made part of this Contract, and the Parties represent the recitals are true, accurate, and correct.
- 10.18. Severability. This Contract shall be construed in a manner consistent with all applicable existing and future laws and regulations. If any part of this Contract is determined to be invalid or contrary to existing and future laws and regulations, the remainder of the Contract will remain in full force and effect. The illegal or invalid provision will be deemed severable and stricken from this Contract as if it had never been incorporated herein. Upon occurrence of such an event, the Parties shall meet and confer as soon as practical to renegotiate the conflicting provisions
- 10.19. Sovereign Immunity. The Parties expressly agree that no provisions of this Contract are in any way intended to constitute a waiver by the State of Texas or TxDMV of any immunities from suit or from liability that the State of Texas or the TxDMV may have by operation of law. Additionally, if the Recipient is a “governmental unit” as defined by Texas Civil Practice and Remedies Code § 101.001(3), then nothing in this Contract should be construed to abrogate any rights or affirmative defense available to the Recipient under the doctrines of sovereign and official immunity.
- 10.20. Survival. Expiration or termination of this Contract for any reason does not release the Recipient from any liability or obligation set forth in this Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of this Contract, including without limitation the provisions regarding indemnification, limitation of liability, data security, confidentiality, and breaches, and rights and remedies upon termination.

11. Contract Term

- 11.1. This Contract is effective on the signature date of the last of the Parties to sign and will continue for 5 years, unless terminated earlier pursuant to the terms and conditions of this Contract. Thereafter, this Contract **shall automatically renew for successive 5-year terms**, subject to **Subsection 11.2** of this Contract. For the avoidance of doubt, this contract may be terminated during the initial term or any renewal period in accordance with **Section 8** of this Contract.
- 11.2. TxDMV may, in its sole discretion, exercise the option to cancel the autorenewal of this Contract, at the end of each 5-year term, upon evaluation of the Recipients performance during the previous contract term. The Recipients of bulk Data will also be evaluated on

their adherence to **Section 3** of this Contract. TxDMV will notify the Recipient, in writing, of its Contract renewal status at least 30 days prior to the date the contract term will expire.

12. Signatures

By signing below, the Parties acknowledge that they have read this Contract and bind themselves to faithful performance of the duties and obligations therein.

Texas Department of Motor Vehicles

City of Manor

Signature

Signature

Roland D. Luna Sr.

Scott Moore

Printed Name

Printed Name

Executive Deputy Director

City Manager

Title

Title

Date

Date



MVINet Authorized User Form

Instructions

A MVInet security administrator (MSA) must complete this form to add a new authorized user, change a name for an existing authorized user, or delete a user's access to MVInet.

All new authorized users, and users whose name has changed, are required to fill out, sign, and date a Texas Motor Vehicle Records Data Contract Data Use Agreement (Form VTR-DUA). By completing a VTR-DUA, the authorized user named in this form acknowledges this request to add them to the account or change their name, whichever is applicable. Deletion of an authorized user does not require Form VTR-DC.DUA.

For efficient processing, please click into each field and **type** in the requested information. Electronic signatures are preferred.

Business Information

Legal Business Name	DBA (if applicable)
City of Manor	

MVINet Account Number: <u>7159</u>	<input type="checkbox"/> N/A – NEW MVInet ACCOUNT
------------------------------------	---

MVINet Authorized User Information

ENTER the Authorized User's FIRST NAME, M.I., & LAST NAME

Select a User Action

<input type="checkbox"/> Add New Authorized User	<input type="checkbox"/> Change Name of Authorized User User ID: _____ (required)	<input type="checkbox"/> Delete User User ID: _____ (required)
--	---	--

Signature

MSA printed name, signature, and date is required.

MSA Printed Name

MSA Signature

Date

Department Use Only



Web User Report For: City of Manor

AccountNo: 7159

Security Administrator: Scott Dunlop

Secondary Security Administrator: Phil Green

User List as of: 9/18/2023 4:34:47 PM

User ID	User Name
YD79601	Duane Sawyer

Total Number of Users: 1



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to modify the provisions for the residential land use table relating to Single Family Attached (2 units) and Single Family Attached (3 or more units); industrialized housing standards; and office, commercial, institutional architectural standards.

BACKGROUND/SUMMARY:

Zoning Ordinance Amendments

Section 3: Adds two-family unit type as permitted in Townhome zoning.

- This was approved on first reading in the last Zoning Ordinance update, but the ordinance provided to the City Council for second reading was an earlier version that contained an error, so this corrects the previous ordinance.

Section 4: Related to section 3 in correcting an error from the last Ordinance.

Section 5: The City Council by Ordinance 713 approved on 8/2/23 moved the development standards for Industrialized (modular) housing from Chapter 14 Zoning to Chapter 3 Building Codes. This update to the zoning ordinance removes those standards and references to them in the Building Code chapter.

Section 6: This amendment adds that commercial, office, and institutional buildings less than 1,000 sf are exempt from the horizontal and vertical articulation standards.

P&Z voted 4-2 to recommend approval. The first reading was approved by the City Council on September 20, 2023.

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

- Ordinance No. 719

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the second and final reading of Ordinance No. 719 Amending Chapter 14, Zoning, of the Code of Ordinances of the City of Manor, Texas, by Providing for Amendments to the Residential Land Use Table; Moving Regulations for Industrialized Housing From Chapter 14, Zoning to a Stand-Alone Section of the Code of Ordinances; Modifying Office, Commercial, and Institutional Architectural Standards; Providing an Effective Date, Savings, Severability, and Open Meetings Clauses; and Providing for Related Matters.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. 719

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING CHAPTER 14, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS, BY PROVIDING FOR AMENDMENTS TO THE RESIDENTIAL LAND USE TABLE; MOVING REGULATIONS FOR INDUSTRIALIZED HOUSING FROM CHAPTER 14, ZONING TO A STAND-ALONE SECTION OF THE CODE OF ORDINANCES; MODIFYING OFFICE, COMMERCIAL, AND INSTITUTIONAL ARCHITECTURAL STANDARDS; PROVIDING AN EFFECTIVE DATE, SAVINGS, SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments to the City's zoning ordinance, and forwarded its recommendation on the amendments to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments to the City's Zoning Ordinance and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

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

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 residential land use table and architectural standards as provided for in Sections 3 through 6 of this Ordinance.

Section 3. 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 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)						P	C	C		

Section 5. Amendment of Section 14.02.061 Industrialized Homes. Section 14.02.061(d) of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

(d) *Industrialized homes.*

(1) This subsection applies to industrialized or modular homes, as defined in this chapter, that are constructed in agricultural (A), single-family estate (SF-E), single-family suburban (SF-1), single-family standard (SF-2), and two-family (TF) districts.

(2) The industrialized home must meet the criteria set forth in Article 3.09 of the Code.

Section 6. Amendment of Section 14.02.065 Office, Commercial, Institutional. Section 14.02.065(b)(3)(D) of the City of Manor Code of Ordinances is hereby amended in its entirety to read as follows:

(D) *Articulation standards.* Any primary façade shall include projections or recesses and vertical variations in the roof line in accordance with the horizontal and vertical articulation requirements set forth below. Buildings less than 1,000 square feet are exempt from articulation standards.

(i) *Horizontal articulation.*

a. A building facade may not extend for a distance greater than three times its average height without a perpendicular offset of at least ten percent of such building height.

b. The total length of all facade walls in a single plane may not exceed 60 percent of the total facade length.

c. Regardless of facade length, all primary facades shall have at least one horizontal offset of the required percentage.

(ii) *Vertical articulation.*

- a. A horizontal wall may not extend for a distance greater than three times its height without a change in elevation of at least 15 percent of such height.
- b. The total length of all vertical elevation changes in the roofline shall be no less than 20 percent and no more than 40 percent of the total facade length.
- c. Regardless of the facade length, all primary facades shall have at least one vertical elevation change.
- d. Flat roofs with a parapet wall are permitted, provided the roofline meets the vertical articulation requirements.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 8. Amendment of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of a conflict herewith. In the event of a conflict between another ordinance of the City and this Ordinance, this Ordinance shall control.

Section 9. Savings Clause. All rights and remedies of the City of Manor are expressly saved as to any and all violations of the provisions of any ordinances within the City which have accrued at the time of the effective date of this Ordinance affecting zoning; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 10. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 11. 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 Tex. Gov't. Code.

ORDINANCE NO. 719

PASSED AND APPROVED FIRST READING on this the 20th day of September 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the ___ day of October 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 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 Okra Tract Development Final Planned Unit Development Site Plan, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.

Applicant: Sotol Ventures

Owner: Dalton Wallace

BACKGROUND/SUMMARY:

Updates from Preliminary PUD Site Plan:

The Preliminary PUD Site Plan was approved by P&Z on 8/9/23 and by the City Council on 8/16/23. The Final PUD was updated to show an additional sidewalk trail connecting from a trail in Shadowglen to the entrance on the east side of the property as well as a painted crosswalk along the trail extending along the southern boundary where a minor road will cross the trail.

Project Background:

This Final PUD allows up to 325 single family lots with up to 80% of the lots being 50' and 20% being 60' wide. The minimum lot size is 6,000 (50' x 120') and the minimum dwelling unit size (heated/cooled area) is 1,700 sf.

There are 4.1 acres of C-2 Medium Commercial on FM 973 with certain uses prohibited.

The PUD is consistent with the land use designations in the Comprehensive Plan's Future Land Use Map with Commercial Corridor uses on FM 973 and Neighborhood uses between the commercial and Wilbarger Creek. The PUD is also consistent with the Trails Plan and Thoroughfare Plan in the Comprehensive Plan.

The PUD has 8.8 acres of non-floodplain, non-detention area parkland in three areas and connected by a trail system. The amount of parkland acreage exceeds code requirements by 3.88 acres. Within the parkland, they'll construct a 2-5 year old playground, 5-12 year old playground, minimum 20 stall parking lot, 10,000 sf dog park, minimum 20'x30' pavilion, and a basketball court. These are public amenities but maintained by the HOA.

Additionally, the owner is retaining the floodplain/open space but is dedicating an access easement for a regional trail that will be constructed with this PUD that connects to the Shadowglen trail(s) in the south and Monarch Ranch to the north, as well as internal trails that connect to the proposed Monarch Ranch internal trails. To provide a safe trail crossing across the collector road, a crosswalk with pedestrian-activated flashing lights will be installed.

The PUD also contains two unloaded collector roads that are 64' ROW, one of which is on our Thoroughfare Plan and would be a parallel north-south route to FM 973. This roadway, Silent Falls Way, would extend through Okra

ORDINANCE NO. 720

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 MEDIUM COMMERCIAL (C-2) 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 Medium Commercial (C-2) 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 Medium Commercial (C-2) 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. 720

PASSED AND APPROVED FIRST READING on this the 20th day of September 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

EXHIBIT "A"

Property Legal Description:

LEGAL DESCRIPTION

BEING a 113.415-acre tract of land out of the Sumner Bacon Survey No. 62, Abstract No. 63, City of Manor, Travis County, Texas, being a portion of that certain tract of land called to contain 136.342-acres of land as described in a Special Warranty Deed with Vendor's Lien to Okra Land Incorporated recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas; said 113.415-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING at a 1/2-inch iron rod found on the western right-of-way line of FM 973 (R.O.W. Varies) as shown on a State of Texas Department of Transportation Right of Way Project recorded in CSJ No. 1200-02-022, being a 0.455 acre tract as described in a Deed in Document No. 2000169315 of the Official Public Records of Travis County, Texas, for the southeastern corner of a 3.711-acre tract of land (Tract 2) as described in a Special Warranty Deed to MP 973, LLC recorded in Document No. 2022077336 of the Official Public Records of Travis County, Texas, for the northeastern corner of said 136.342-acre tract, for the northeastern corner of this herein described tract, from which a 4-inch aluminum disk in concrete bears North 59°26'39" East a distance of 255.81 feet;

THENCE: Along the western right-of-way line of said FM 973, the eastern line of the said 136.342-acre tract with a curve to the left having a Delta angle of 9°19'52", a Radius of 2391.83 feet, an Arc length of 389.53 feet and a Chord bearing of South 13°16'25" West a distance of 389.10 feet to a 1/2-inch iron rod found for a corner on the western right-of-way line of said FM 973, a corner of said 136.342-acre tract, for a corner of this herein described tract;

THENCE: Continuing along the western right-of-way line of said FM 973, the eastern line of the said 136.342-acre tract with a curve to the left having a Delta angle of 17°51'33", a Radius of 612.86 feet, an Arc length of 191.03 feet and a Chord bearing of South 18°02'28" West a distance of 190.26 feet to a 5/8-inch iron rod with cap stamped "Quiddity Eng" set on the western right-of-way line of said FM 973, for a corner of said 136.342-acre tract, for the northern corner of a 0.78-acre tract of land as described in a Special Warranty Deed to Henrietta B. Velasquez recorded in Document No. 2003002504 of the Official Public Records of Travis County, Texas, on the approximate common original survey Line of Greenbury Gates Survey No. 63, Abstract No. 315 and Sumner Bacon Survey No. 62, Abstract No. 63, for a corner of this herein described tract;

THENCE: South 27°03'13" West a distance of 738.92 feet continuing along the southeastern line of the said 136.342-acre tract, the approximate common original survey Line of Greenbury Gates Survey No. 63, Abstract No. 315 and the Sumner Bacon Survey No. 62, Abstract No. 63, being the approximate centerline of Manor and Taylor Lane (R.O.W. Width Not Specified) recorded in the Travis County Road Book, Precinct 1, Page 72, the northwestern line of said 0.78-acre tract, and continuing along the northwestern line of a 1.00-acre tract of land as described in a Special Warranty Deed to Frank Velasquez recorded in Volume 12592, Page 1305 of the Real Property Records of Travis County, Texas to a 1/2-inch iron rod found for the southeastern corner of said 136.342-acre tract, the southwestern corner of said 1.00-acre tract, a corner of a Portion of Abandoned County Road referred to in Document Nos. 2000046321, 2001205199 and 202100182 of the Official Public Records of Travis County, Texas, a corner of a 32.950-acre tract of land as described in a Special Warranty Deed to Timmerman Commercial Developments, LP recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, for the southeastern corner of this herein described tract;

ORDINANCE NO. 720

THENCE: North 63°22'48" West a distance of 25.82 feet along the southwestern line of said 136.342-acre tract, the northeastern line of a portion of the said Abandoned County Road to a 3-inch pipe fence post found for a corner of said 136.342-acre tract, the northeastern corner of the Shadowglen Phase 2 Section 25-26 subdivision as shown on a plat recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 62°07'14" West a distance of 4004.94 feet along the southwestern line of said 136.342-acre tract, the northeastern line of said Shadowglen Phase 2 Section 25-26 subdivision, the northeastern line of Shadowglen Phase 2 Section 28 subdivision as shown on a plat recorded in Document No. 202100181 of the Official Public Records of Travis County, Texas, the northeastern line of Shadowglen Phase 2 Section 27A-27B subdivision as shown on a plat recorded in Document No. 202100183 of the Official Public Records of Travis County, Texas, and along the northeastern line of a 200.38-acre tract of land as described in a Special Warranty Deed to City of Manor, Texas recorded in Document No. 2012141817 of the Official Public Records of Travis County, Texas, to a calculated point of the approximate center line of Wilbarger Creek, for the southwestern corner of this herein described tract;

THENCE: Across said 136.342-acre tract, along the meanders of an approximate center line of Wilbarger Creek with the following courses and distances:

1. North 81°31'45" East a distance of 24.47 feet to a calculated point;
2. North 59°31'17" East a distance of 154.72 feet to a calculated point;
3. North 24°13'41" East a distance of 45.69 feet to a calculated point;
4. North 55°47'03" East a distance of 21.00 feet to a calculated point;
5. North 79°17'12" East a distance of 26.15 feet to a calculated point;
6. North 45°17'07" East a distance of 98.71 feet to a calculated point;
7. North 31°43'45" East a distance of 106.97 feet to a calculated point;
8. North 46°36'22" East a distance of 52.57 feet to a calculated point;
9. North 69°08'44" East a distance of 46.82 feet to a calculated point;
10. North 48°39'08" East a distance of 23.13 feet to a calculated point;
11. North 21°26'53" East a distance of 20.89 feet to a calculated point;
12. North 44°59'59" East a distance of 60.89 feet to a calculated point;
13. North 58°23'35" East a distance of 31.80 feet to a calculated point;
14. North 88°18'54" East a distance of 23.62 feet to a calculated point;
15. North 58°23'32" East a distance of 42.40 feet to a calculated point;
16. North 43°31'54" East a distance of 19.16 feet to a calculated point;
17. North 22°29'47" East a distance of 74.42 feet to a calculated point;
18. North 16°45'20" East a distance of 52.54 feet to a calculated point;
19. North 12°04'54" West a distance of 29.48 feet to a calculated point;
20. North 34°09'35" West a distance of 35.25 feet to a calculated point;
21. North 54°01'40" West a distance of 79.81 feet to a calculated point;
22. North 68°52'29" West a distance of 24.57 feet to a calculated point;
23. North 83°12'38" West a distance of 22.03 feet to a calculated point;
24. South 63°59'48" West a distance of 47.52 feet to a calculated point;
25. North 87°00'48" West a distance of 59.98 feet to a calculated point;
26. North 74°52'32" West a distance of 39.93 feet to a calculated point;

ORDINANCE NO. 720

- 27. North 48°21'59" West a distance of 37.63 feet to a calculated point;
- 28. North 25°51'28" West a distance of 94.35 feet to a calculated point;
- 29. North 75°22'45" West a distance of 24.76 feet to a calculated point;
- 30. South 87°47'48" West a distance of 27.11 feet to a calculated point;
- 31. North 69°33'00" West a distance of 32.80 feet to a calculated point;
- 32. North 41°33'10" West a distance of 30.63 feet to a calculated point;
- 33. North 05°54'22" West a distance of 2.49 feet to a calculated point on a northwestern line of said 136.342-acre tract, a southeastern line of a 56.567-acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Rust Creek, LLC recorded in Document No. 2021052028 of the Official Public Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: South 87°57'38" East a distance of 1026.12 feet along a northwestern line of said 136.342-acre tract, a southeastern line of the said 56.567-acre tract, and the southeastern line of a 123.550-acre tract of land as described in a Special Warranty Deed to Monach Ranch At Manor, LLC recorded in Document No. 2021275494 of the Official Public Records of Travis County, Texas, to a 1/2-inch iron rod with cap stamped "Chaparral" found for a common corner of said 136.342-acre tract and said 123.550-acre tract, for a corner of this herein described tract;

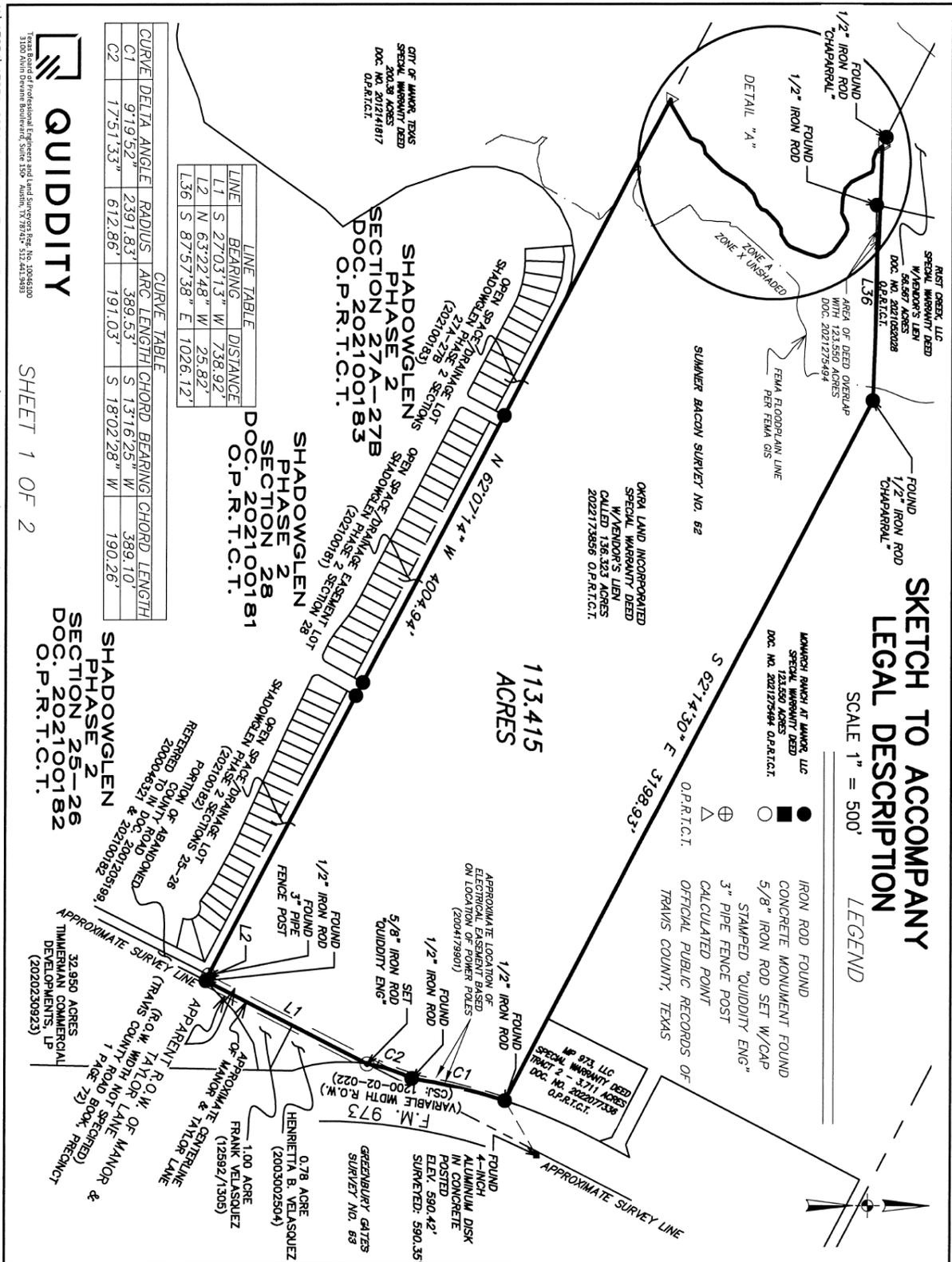
THENCE: South 62°14'30" East a distance of 3198.93 feet along a northeastern line of said 136.342-acre tract, a southwestern line of said 123.550-acre tract and a southwestern line of the said 3.711 acres (Tract 2) to the POINT OF BEGINNING and CONTAINING an area of 113.415-acres of land.


 Rex L. Hackett
 Registered Professional Land Surveyor No. 5573
 Email: rhackett@quiddity.com

2-6-2023
 Date



Geographic ID: 0242600204
 TCAD Property ID: 248031
 Map: T31, U31



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 27°03'13" W	738.92'
L2	N 63°22'48" W	25.82'
L36	S 87°57'38" E	1026.12'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	9°19'52"	2391.83'	389.53'	S 13°16'25" W	389.10'
C2	17°51'33"	612.86'	191.03'	S 18°02'28" W	190.26'



Quiddity
 3100 Main Street, Suite 150
 Austin, TX 78702
 512.441.9833

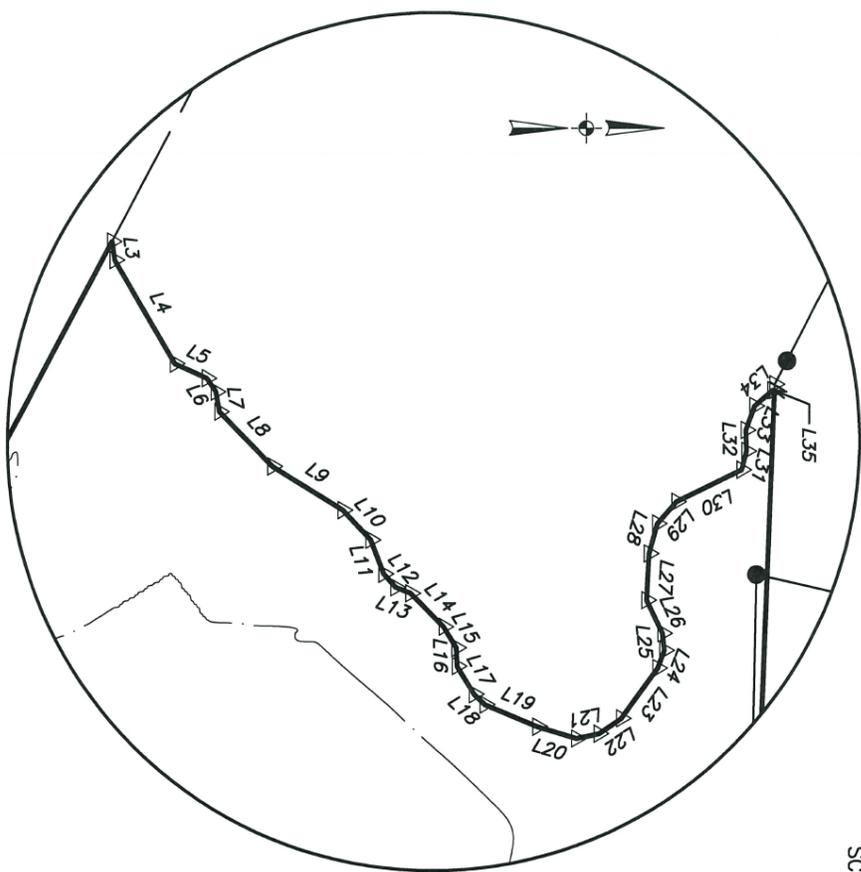
SHEET 1 OF 2

K:\17834\17834-0001-01 Wallace Tract - Preliminary & Survey\Surveying Phase\CAD Files\Working Dwg\17834-0001-01 Primary.dwg

RLH/gsh

JOB # 17834-0001-01

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**
SCALE 1" = 200'



1500 David of Professional Engineers and Land Surveyors, Inc. No. 202850
1500 David of Professional Engineers and Land Surveyors, Inc. No. 202850
1500 David of Professional Engineers and Land Surveyors, Inc. No. 202850

SHEET 2 OF 2

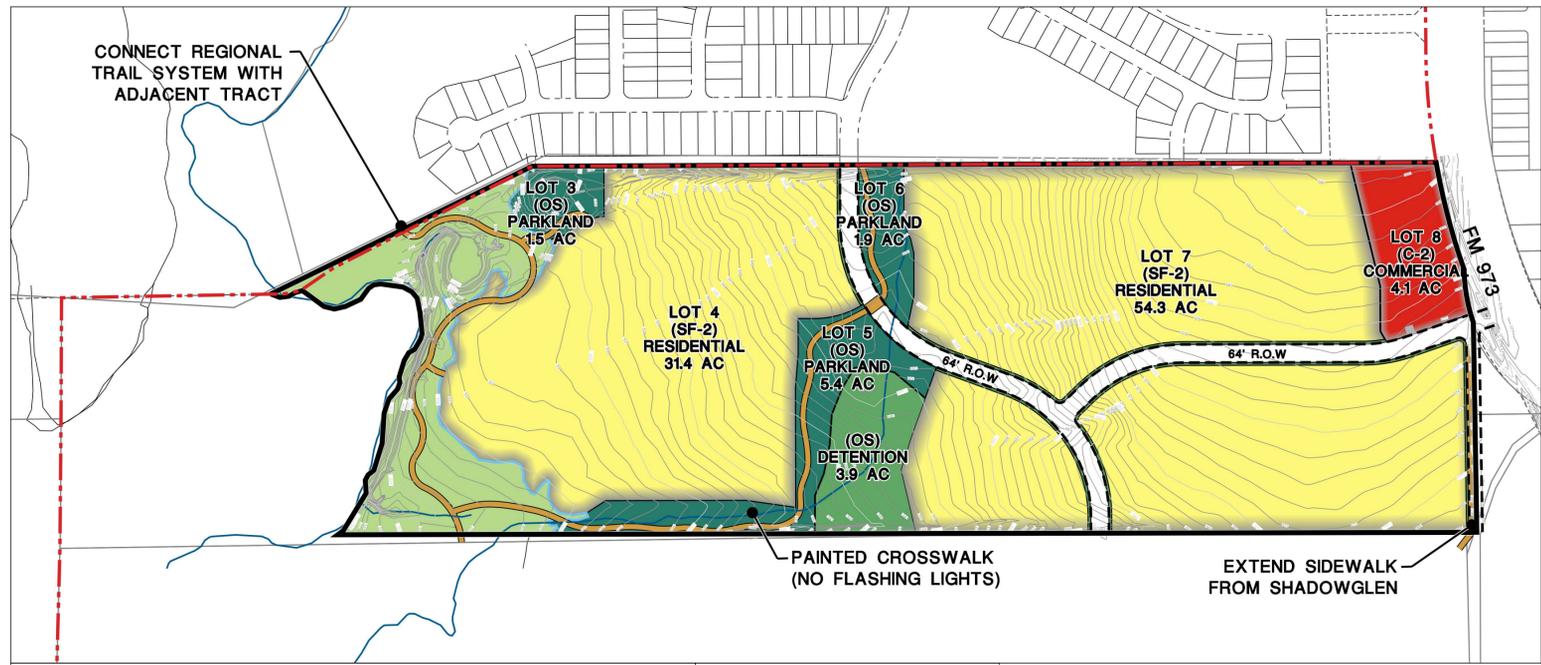


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2-6-2023

LINE	BEARING	DISTANCE
L1	N 81.31'45" E	24.47'
L2	N 59.31'17" E	154.72'
L3	N 24.13'41" E	45.69'
L4	N 55.47'03" E	21.00'
L5	N 79.17'12" E	26.15'
L6	N 45.17'07" E	98.71'
L7	N 31.43'45" E	106.97'
L8	N 46.36'22" E	52.57'
L9	N 69.08'44" E	46.82'
L10	N 48.39'08" E	23.13'
L11	N 21.26'53" E	20.89'
L12	N 44.59'59" E	60.89'
L13	N 58.23'35" E	31.80'
L14	N 88.18'54" E	23.62'
L15	N 58.23'32" E	42.40'
L16	N 43.31'54" E	19.16'
L17	N 22.29'47" E	74.42'
L18	N 16.45'20" E	52.54'
L19	N 12.04'54" W	29.48'
L20	N 34.09'35" W	35.25'
L21	N 54.01'40" W	79.81'
L22	N 68.52'29" W	24.57'
L23	S 83.12'38" W	22.03'
L24	S 63.59'48" W	47.52'
L25	N 87.00'48" W	59.98'
L26	N 74.52'32" W	39.93'
L27	N 48.21'59" W	37.63'
L28	N 75.22'45" W	24.76'
L29	N 25.51'28" W	94.35'
L30	S 87.47'48" W	27.11'
L31	N 69.33'00" W	32.80'
L32	N 41.33'10" W	30.63'
L33	N 05.54'22" W	2.49'
L34		
L35		

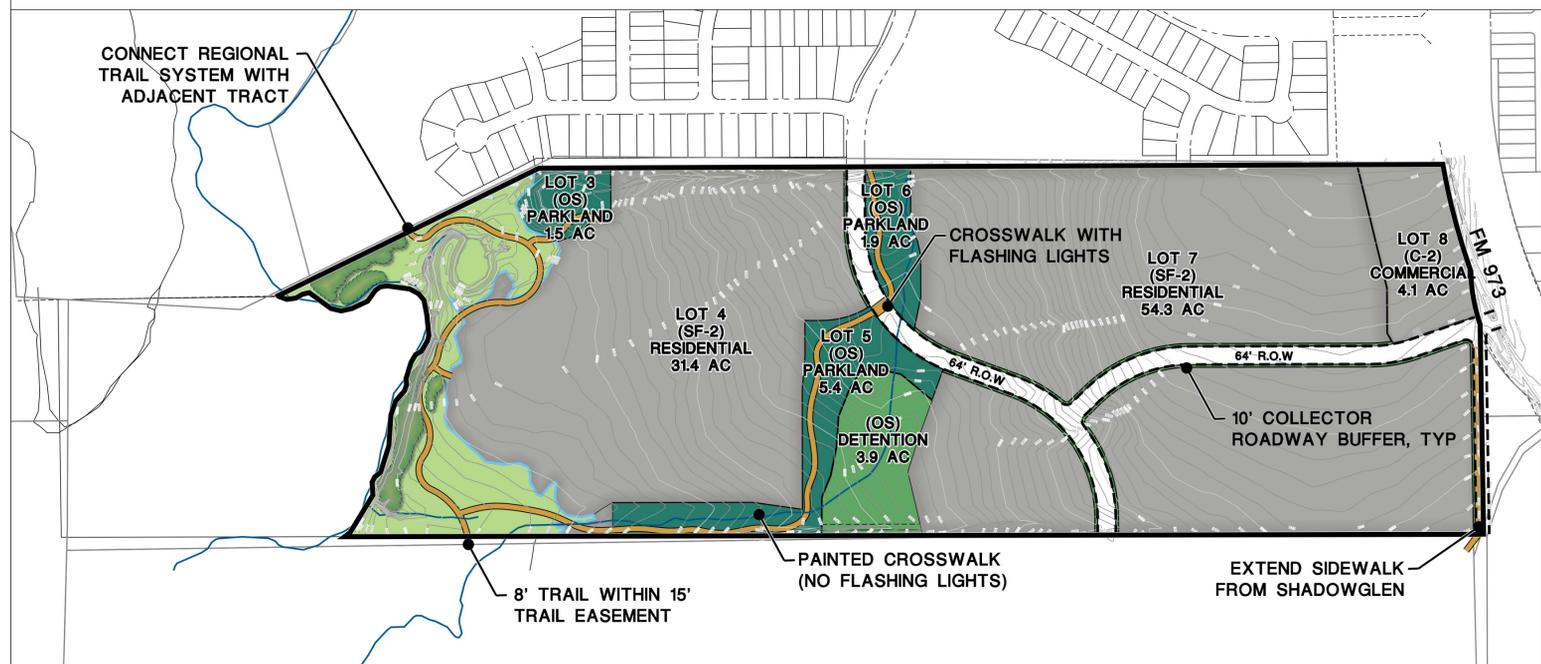
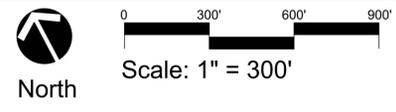
K:\17834\17834-0001-01 Wallace Tract - Preliminary & Survey\1 Surveying Phase\CAD Files\Working Dwg\17834-0001-01 Primary.dwg
RHJ/cash JOB # 17834-0001-01

EXHIBIT “B”
Planned Unit Development Site Plan
[attached]



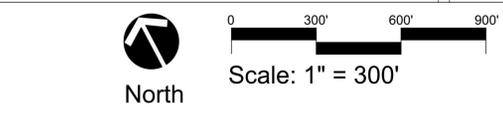
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
TOTAL	113.4 ACRES		2.9 DU/AC

LEGEND
— PLAN BOUNDARY
- - - PROPOSED RIGHT-OF-WAY
- · - · - CITY LIMITS
— 8' TRAILS



PARK PLAN
PARK LAND DEDICATION:

325	/66 x 1 =	4.9	8.8
(number of dwelling units)		(required park acreage)	(proposed park acreage)



Approval and authorized for record by the City Council for the City of Manor, Texas.

Dated this ____ Day of _____, 20__

By: _____
Honorable Mayor Dr. Christopher Harvey
Mayor of the City of Manor, Texas

- A. Purpose and Intent**
- The Okra Tract Planned Unit Development (PUD) is comprised of approximately 136.3 acres. The development of this Property is a combination of light commercial along FM 973 at the Eastern edge of the Property and a single-family detached residential community on the remainder of the Property.
- B. Applicability and Base Zoning**
- All aspects regarding the development of this PUD shall comply with the City of Manor Code of Ordinances, except as established in this exhibit, titled Final PUD Site Plan.
 - For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Manor Code of Ordinances:
SF-2 (Single-Family Standard)
C-2 (Medium Commercial)
- C. Conceptual Site Layout and Land Use Plan**
- The Land Use Plan has been attached to this PUD to illustrate the design intent for the Property. The Final PUD Site Plan is intended to serve as a guide to illustrate the general community vision and design concept and is not intended to serve as a final document.
- D. Allowable/Prohibited Uses**
- The allowable residential use shall be detached single-family dwellings on individually platted lots. The maximum residential lot count shall be three hundred and twenty five (325). Commercial uses shall be consistent with allowable C-2 (Medium Commercial) land uses as defined in Division 3, Section 14.02.017 of City of Manor Code of Ordinances except as modified herein.
 - The following uses shall be prohibited within the C-2 area of the PUD:
 - Amusement (outdoor)
 - Automobile Repair (minor)
 - Automobile Repair (major)
 - Commercial Off-Street Parking
 - Contractor's Shop
 - Financial Services (alternative)
 - Funeral Services
 - Kennel
 - Laundry Services
 - Mini-Storage Warehouse
 - Off-Site Accessory Parking
 - Pawnshop
 - Recreational Vehicle Sales and Rental
 - Truck and Trailer Sales and Rental
 - Veterinary Service, Large

- E. Residential Development Standards**
- To ensure product diversity, the following single-family detached residential percentages shall apply to the residential district within this PUD:
 - A maximum of 80 percent (80%) of the total lots may have a width of less than sixty feet (60').
 - A minimum of 20 percent (20%) of the total shall have a width of sixty feet (60') or wider.
 - The Okra Tract residential development will comply with the Development Standards set forth below:

RESIDENTIAL USES

Lot Area: 6,000 s.f. Minimum (fronted loaded garage)
 Lot Width: (minimum)50 ft.
 Front Setback: (minimum)25 ft.
 Side Setback: (minimum)5 ft.
 Street Side Setback: (minimum)15 ft.
 Rear Setback to residential:(minimum)10 ft.
 Rear Setback to commercial: 15 ft.
 Minimum dwelling unit size: 1,500 sq. ft.
 Maximum building coverage: 50%
 Maximum building coverage plus accessory structures: 60%

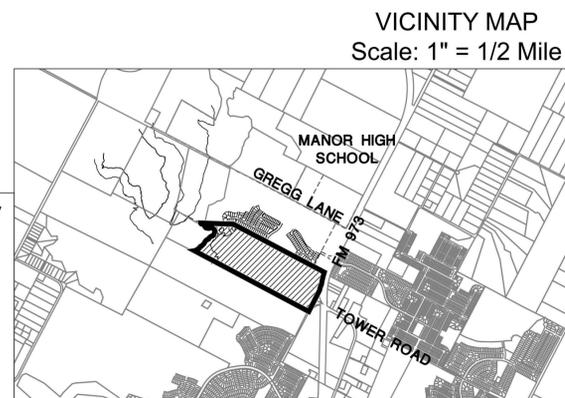
- Standards not listed follow code, as amended

- F. Commercial Development Standards**
- The Okra Tract commercial development shall comply with the C-2 (Medium Commercial) development standards set forth in the City of Manor Code of Ordinances, as amended.

- G. Drainage Dedication and Facilities**
- Residential drainage facilities shall utilize earthen berms and be designed with a curvilinear shape where possible. If concrete retaining walls are required in the design of detention facilities, such areas shall be limited to not more than forty percent (40%) of the perimeter of the pond.

- H. Parkland and Open Space**
- This Final PUD Site Plan provides approximately 8.8 acres of park and open space with the dedication of three (3) tracts of land as illustrated on the Parks Plan on this sheet. The parks and open space will include detention facilities for the project, tree preservation areas, trail corridor easement and active programmed parkland.
 - An eight-foot (8') concrete trail located within a fifteen-foot (15') public trail easement shall provide pedestrian/bike access along the owner retained floodplain connecting from the north property boundary to the south property boundary, as depicted on Park Plan. Trees shall be planted parallel to the concrete trail at a spacing of one (1) tree for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from the Type A/B tree list of the City of Manor Code of Ordinances.
 - Parkland amenities located within the Okra Tract PUD shall include a minimum of the following recreational elements: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area. None of these parkland amenities will be allowed in the detention area.
 - Age 5-12 playground with a shade structure
 - Age 2-5 playground with a shade structure
 - Parking areas with a minimum of 26 parking spaces
 - Minimum 10,000 square foot dog park, will be fenced in.
 - Minimum 20 foot by 30 foot picnic pavilion
 - Basketball Court
 - The proposed parkland and public regional trail shall be dedicated to the City of Manor and privately maintained by the Okra Tract Homeowner's Association.

- I. Landscaping**
- Unloaded Collector Landscape Buffer.
 - 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 the Manor Code of Ordinances) and five (5), minimum three (3) gallon, shrubs shall be planted per 50 linear feet of landscape buffer.
 - Subdivision wall fence standard for fence walls along the unloaded collector roadways, a minimum (6) foot masonry wall with masonry columns a minimum of (200) foot apart.
 - Storm Water Detention
 - Storm water detention facilities, if required shall be screened according to the requirements outlined in the City of Manor Code of Ordinances, Section 15.03.021 (f).
 - All landscape buffers and walls shall be privately maintained by the Okra Tract Homeowners Association.



**OKRA TRACT
FINAL PUD SITE PLAN
MANOR, TEXAS**

Issue Date: 2/10/2023

Issued:	Date
1. PUD Submittal	2/10/2023
2.	
3.	
4.	
5.	

Revisions:

1.	3/29/2023
2.	8/17/2023
3.	8/25/2023
4.	9/26/2023
5.	

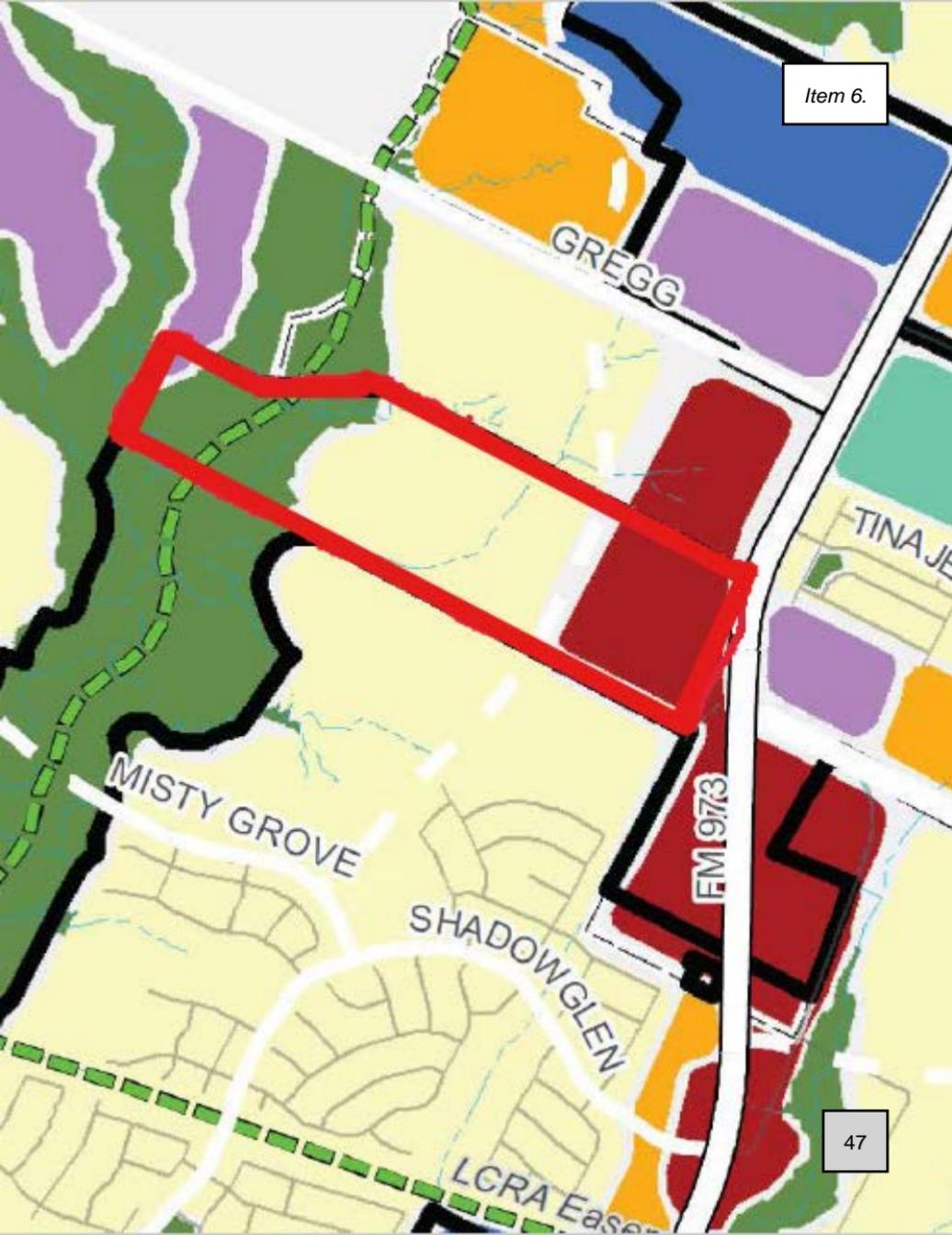
Drawn By: TW
Reviewed By: MB

Project No.
220013 - BBGR

SHEET 1 of 1



Item 6.



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.

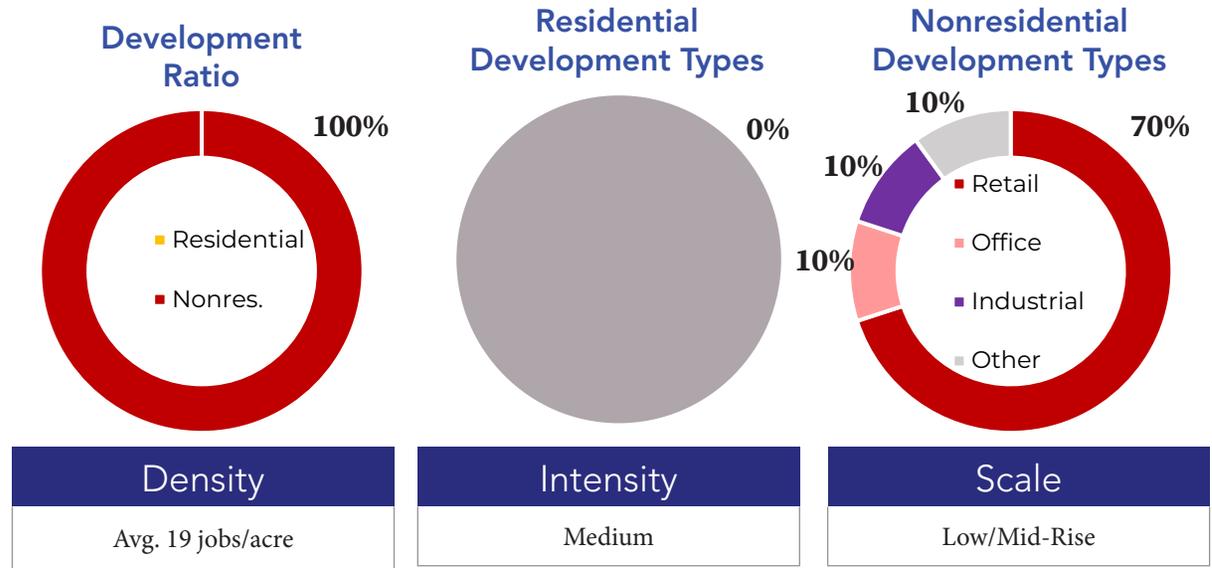
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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.

NEIGHBORHOODS

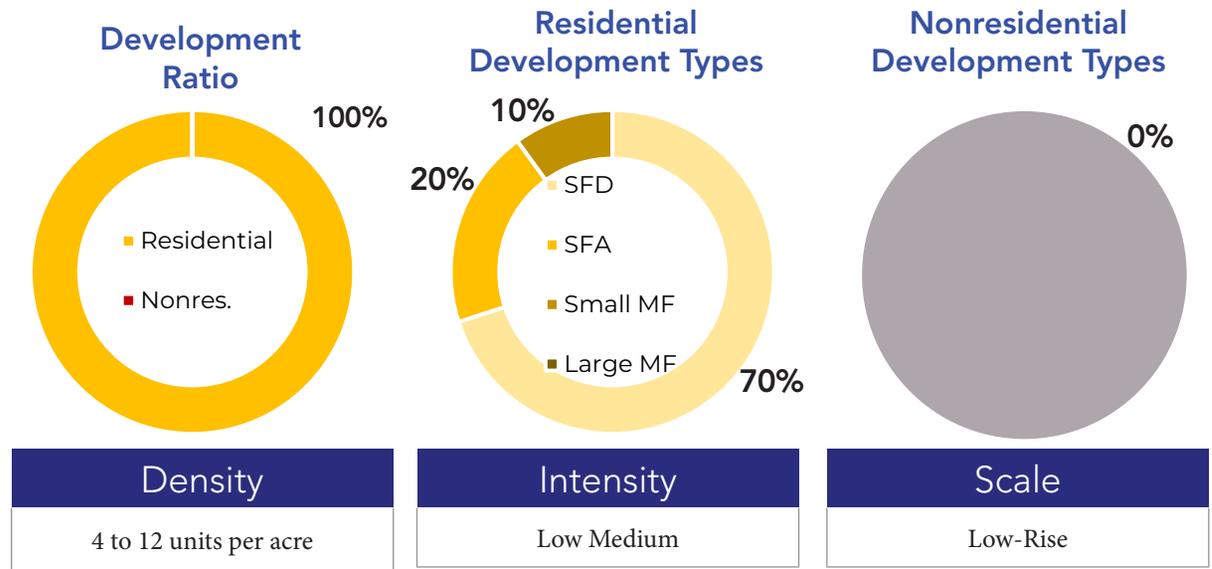
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture 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.



8/30/2023

City of Manor Development Services

Notification for a Final PUD Site Plan

Project Name: Okra Tract Final PUD
Case Number: 2023-P-1570-ZO
Case Manager: Michael Burrell
Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Subdivision Final Planned Use Development (PUD) for the Okra Tract Subdivision located at 14418 N. FM 973, Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Final PUD for the Okra Tract Development, three hundred and thirty-one (331) lots on 113.4 acres, more or less, and being located at 14418 N. FM 973, Manor, TX.

Applicant: Sotol Ventures

Owner: Dalton Wallace

The Planning and Zoning Commission will meet at 6:30PM on September 13, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

City Council will meet at 7:00PM on September 20, 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 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.

14420 Pernella Rd Intervivos Revocable Trust
14420 Pernella Rd
Manor, TX 78653

ANDERSSON CATHERINE & DANIEL
13917 HEARTLAND DR
Manor, TX 78653

Arthur Ray & Odette Vanessa Taylor
14416 Pernella Rd
Manor, TX 78653

BAJWA NAJM US SAQIB & TAHIRA NAJM
139 HEARTLAND DR
Manor, TX 78653

BIREDDY ANVESH REDDY
14012 Heartland Dr
Manor, TX 78653

BRASSELL REBECCA & PATRICK
14005 HEARTLAND DR
Manor, TX 78653

CABRERA KEVIN E & ISABEL S
14401 HEARTLAND DR
Manor, TX 78653

CITY OF MANOR
105 E EGGLESTON ST
Manor, TX 78653

CONROY KEVIN
13916 Heartland Dr
Manor, TX 78653

DAVIS ANISSA CHEREE & ARTHUR JR
13925 HEARTLAND DR
Manor, TX 78653

De Jesus-Martinez Ignacio ETAL
14405 FM 973 N
Manor, TX 78653

DEROCH MANDY BARBER
14108 HEARTLAND DR
Manor, TX 78653

DIACONU MARIANA & GERALD BRANDON TODD
14420 Heartland Dr
Manor, TX 78653

DICK GEOFFREY SCOTT & ANIKA VAN BOOM
14316 HEARTLAND DR
Manor, TX 78653

Enfield Partners LLC ETAL
2303 Camino Alto
Austin, TX 78746

GHAFFAR AAMIR & SOPHIA BAWANY
13933 HEARTLAND DR
Manor, TX 78653

Gliberto & Maria Estrada
1411 FM 973 N
Manor, TX 78653

GLORIA ALVARO F
13904 Heartland Dr
Manor, TX 78653

GUZMAN MASON ANDREW
14208 HEARTLAND DR
Manor, TX 78653

HAYNES BUCHANAN CAROL M
14200 HEARTLAND DR
Manor, TX 78653

Henrietta Velasquez
14315 Old Manor-Taylor Rd
Manor, TX 78653

JACKSON NICOLETTE & CARSON JAMES GOSSETT
14029 Heartland Dr
Manor, TX 78653

JAIN KRITIKA & ANAND BHAVANE JAYANTI
14032 Heartland Dr
Manor, TX 78653

JEFF 1 LLC
5001 PLAZA ON THE LATE #200
Austin, TX 78746

JOHN LIPIKA R & SHERVIN AMBANATTU BABU
13901 Heartland Dr
Manor, TX 78653

Juan Chaparro
14408 Pernella Rd
Manor, TX 78653

KALE MICHAEL & LASHONDRA M
14013 HEARTLAND DR
Manor, TX 78653

Kristine & Matthew Escobedo
14400 Pernella Rd
Manor, TX 78653

KURIAN CLEMENT & LIZ MANDAPATHIL
14004 Heartland Dr
Manor, TX 78653

LAKE ELIJAH & KANESHA
14301 HEARTLAND DR
Manor, TX 78653

LEKCAM Communication LLC
16404 Marcello Dr
Pflugerville, TX 78660

LEONARD SCOTT
13921 Heartland Dr
Manor, TX 78653

MADHYASTHA SUHASA & ASHRITHA PURADAMANE
BALACHANDRA
14309 HEARTLAND DR
Manor, TX 78653

Mary Clark
14404 Pernella Rd
Manor, TX 78653

Masrur Reza, Mustafa Ali Reza Chowdhury, Fauzia Zaman
14412 Pernella Rd
Manor, TX 78653

MCCUE KEVIN & BRITTANY BAMBERG
14033 Heartland Dr
Manor, TX 78653

Meritage Homes of Texas LLC
611 S Congress Ave, suite 510
Austin, TX 78704

Meritage Homes of Texas LLC
17101 Orinda Lane
Pflugerville, TX 78660

Monarch Ranch at Manor LLC
310 Enterprise Dr.
Oxford, MS 38655

PADILLA ELIAS JOSE
14308 HEARTLAND DR
Manor, TX 78653

PERRY HOMES LLC
PO BOX 34306
Houston, TX 77234

Roy & Frank Velasquez
14301 Old Manor-Taylor Rd
Manor, TX 78653

RUSSELL RACHEL R & WILLIAM B WRIGHT
14421 HEARTLAND DR
Manor, TX 78653

RUST CREEK LLC
9606 OLD MANOR RD #1
Austin, TX 78724

SAMUEL ANCY & SIJU THOMAS VARGHESE
14325 HEARTLAND DR
Manor, TX 78653

SANTIAGO JONA FATIMA P & HONOFRE JOEY
14017 HEARTLAND DR
Manor, TX 78653

SG LAND HOLDINGS LLC
2646 DUPONT DR STE 60 PMB 520
Irvine, CA 92612

SG LAND HOLDINGS LLC
2646 DUPONT DR STE 60 PMB 520
Irvine, CA 92612

SG LAND HOLDINGS LLC
2646 DUPONT DR STE 60 PMB 520
Irvine, CA 92612

SNELL TYLER & MATTIE
13908 HEARTLAND DR
Manor, TX 78653

SNYDER JACOB ADAM
13913 HEARTLAND DR
Manor, TX 78653

SORATHIA BHARGAV
3472 Fitzsimmons Cmn
Fremont, CA 94538

SRIHARI FNU & PRIYANKA PUPPALA
14009 Heartland Dr
Manor, TX 78653

Stanley & Sandra Voelker
14401 FM 973 N
Manor, TX 78653

STEVES DANIEL & JANELLE
14400 HEARTLAND DR
Manor, TX 78653

STEWART MARIANNE K & LARRY N
14300 HEARTLAND DR
Manor, TX 78653

STONE LEISA M & ZACHARY P
14413 HEARTLAND DR
Manor, TX 78653

SUTT DYLAN J
14104 Heartland Dr
Manor, TX 78653

THOMPSON MATTHEW
14505 HEARTLAND DR
Manor, TX 78653

Timmerman Commercial Investments LP
501 Vale ST
Austin, TX 78746

TRIPATHI ANKIT MANI
14205 HEARTLAND DR
Manor, TX 78653

UNAL BELGIN & AYHAN
14320 HEARTLAND DR
Manor, TX 78653

VALENZUELA MELINDA S & MATTHEW R
14204 HEARTLAND DR
Manor, TX 78653

WANG YILI & YUNQING XIA
14001 HEARTLAND DR
Manor, TX 78653

WEISS KERMIT R & EMMAGENE
PO BOX 25
Manor, TX 78653

WILLIAMS LAURA
14305 HEARTLAND DR
Manor, TX 78653

YINGST ALEX BICERA
13920 Heartland Dr
Manor, TX 78653

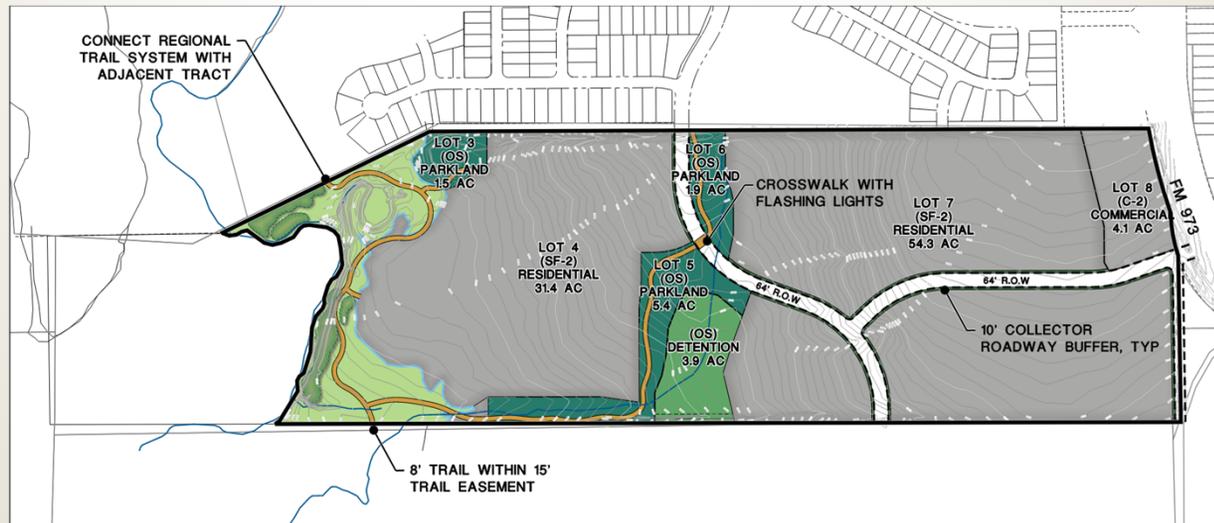


OKRA – FINAL PUD

Located off FM 973

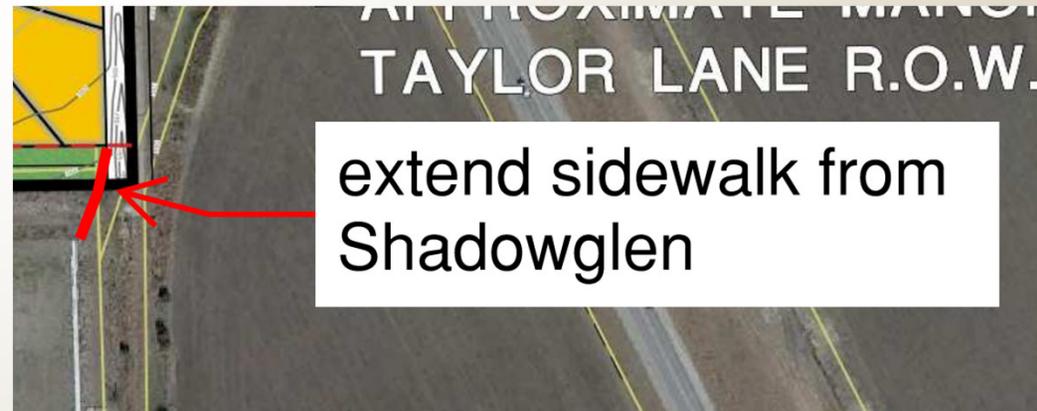
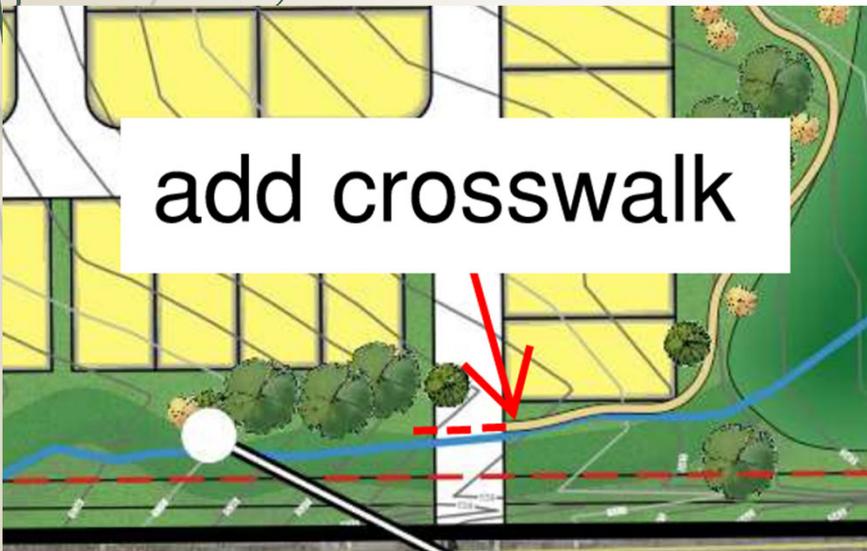
OKRA

- 113.415 acres
- Currently zoned C2
- Proposed mix-use development with commercial and residential



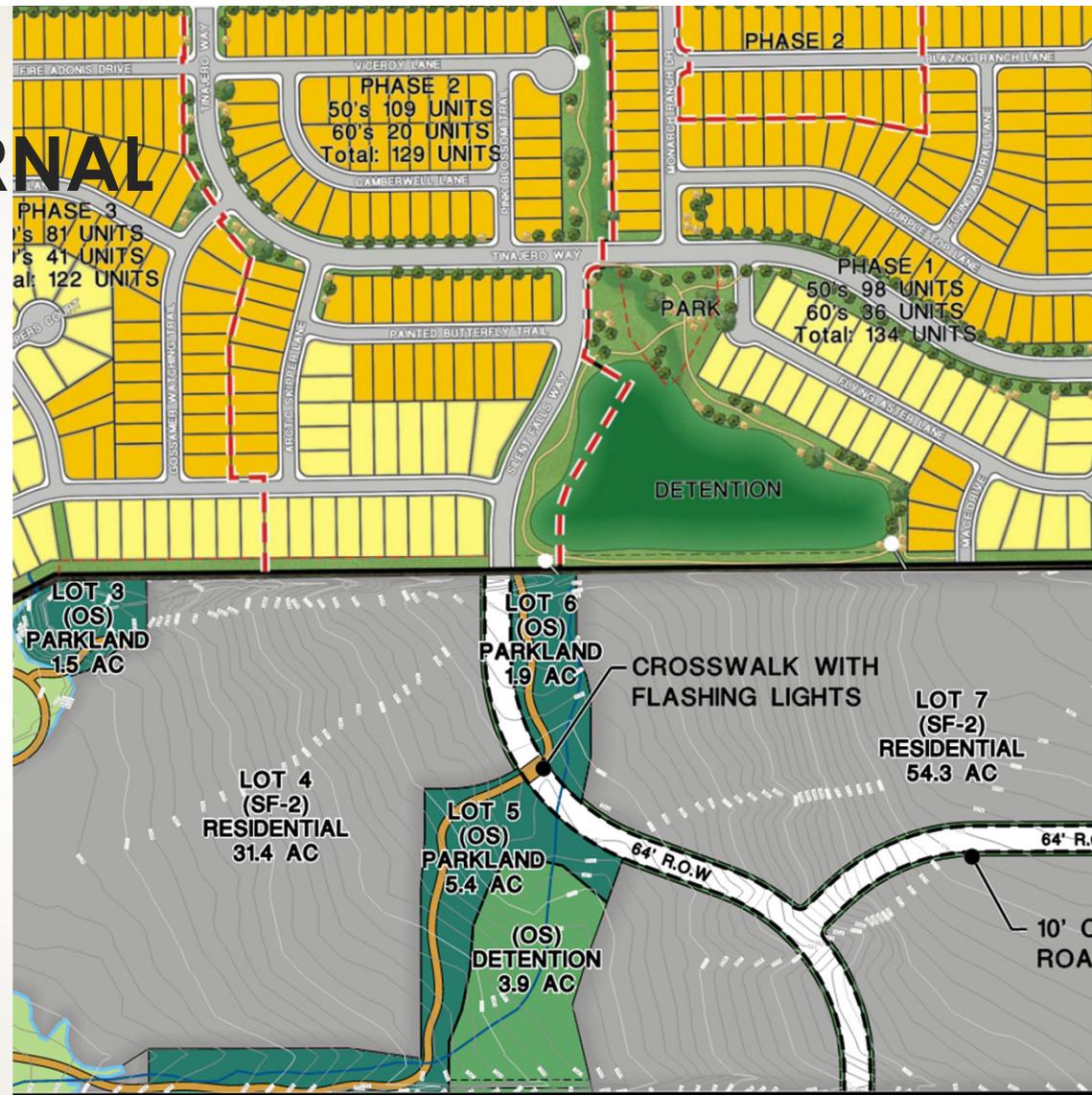
PUD PARKLAND REQUESTS

- Add crosswalk over Caldera Way to connect internal trail to regional trail
- Extend sidewalk from Shadowglen to Okra's entrance

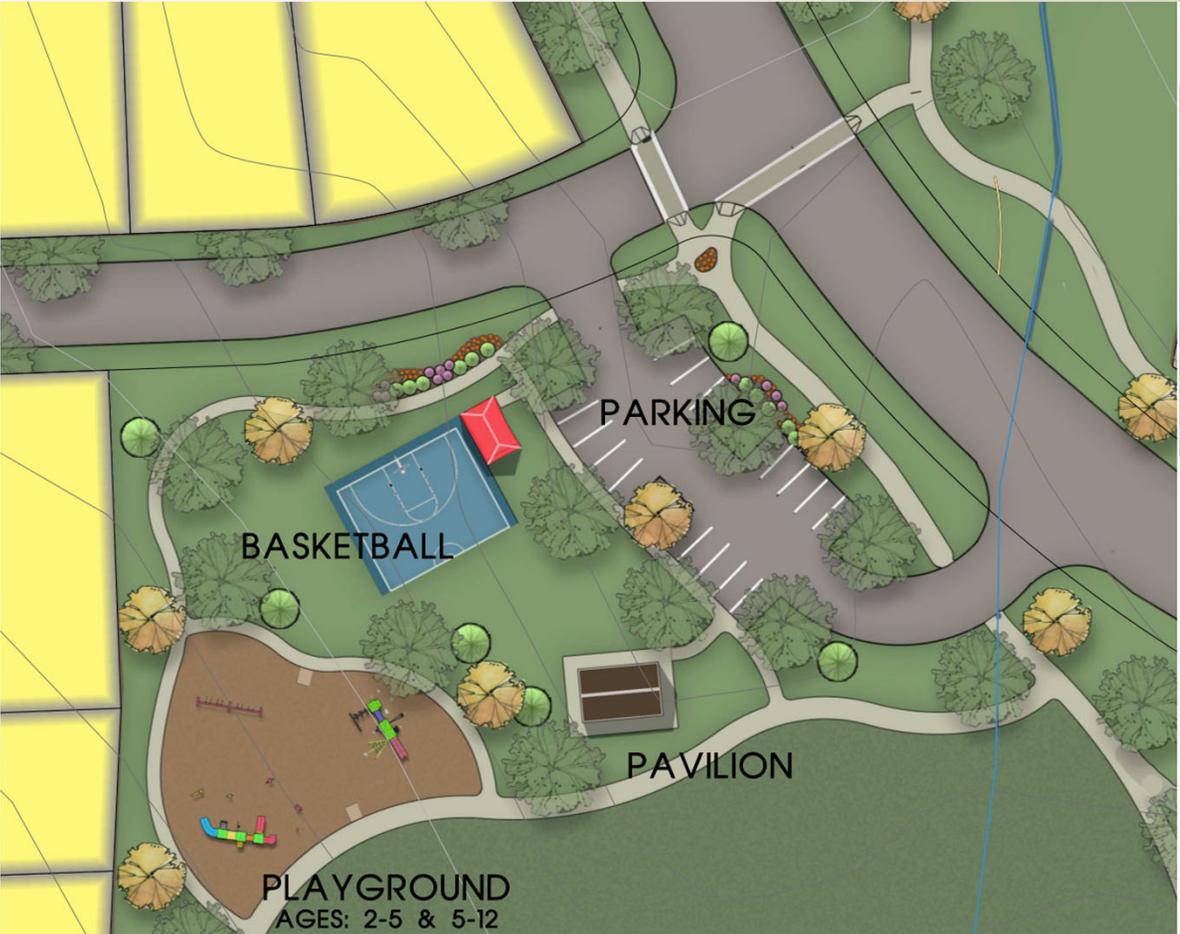


PARKLAND- INTERNAL

- Connected to Monarch Ranch's public parkland through trails and a crosswalk
- 8.8 acres
 - Detention is **not** included in the parkland calculation
- Amenities:
 - Two playgrounds
 - Min. 20 Parking Spaces
 - Dog park
 - Basketball court
 - Pavilion



PARKLAND CONCEPT



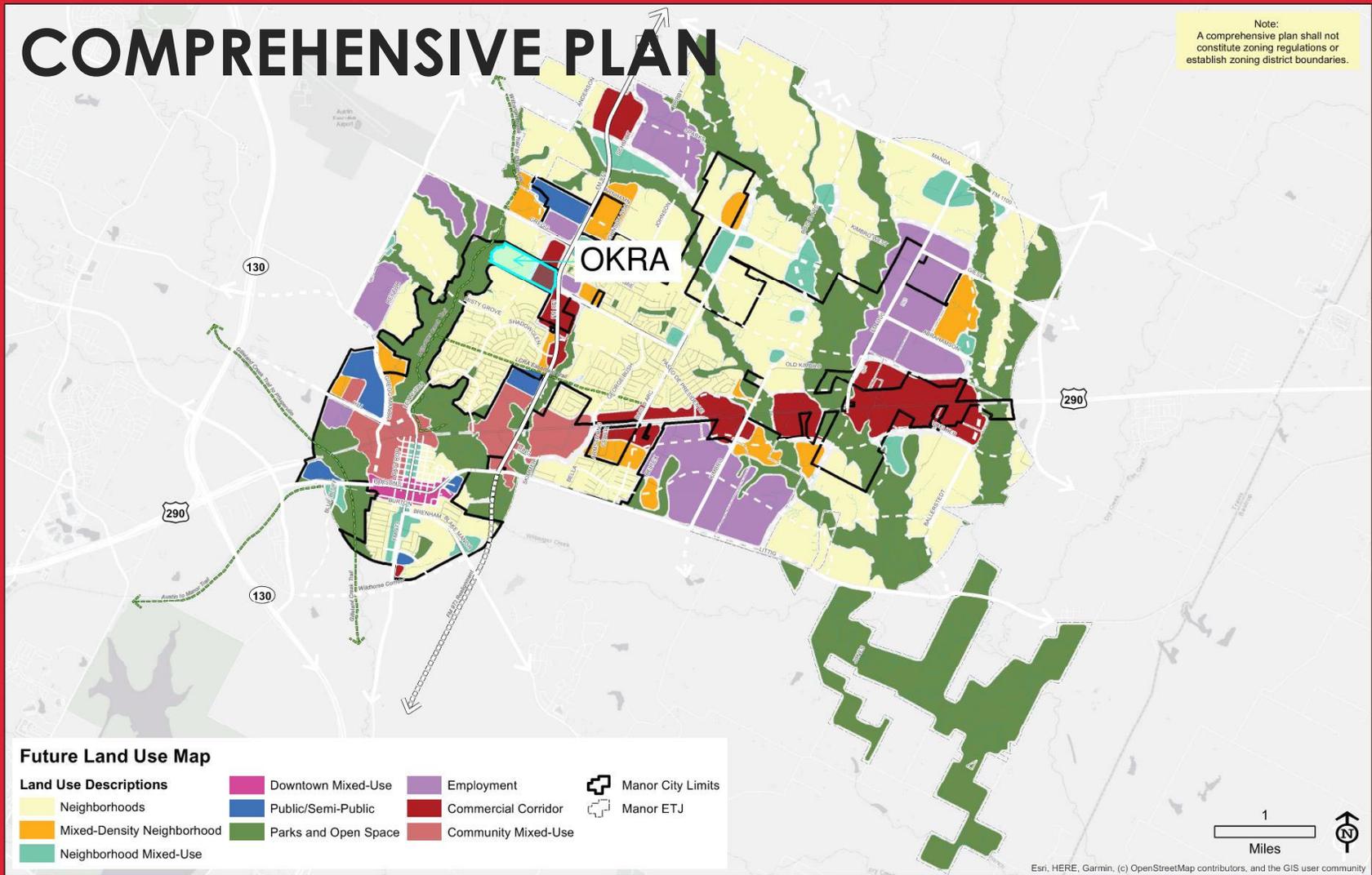
ADDITIONAL PARK AREA - REGIONAL TRAIL



- Smaller Park area off the Regional Trail with street parking

COMPREHENSIVE PLAN

Note:
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

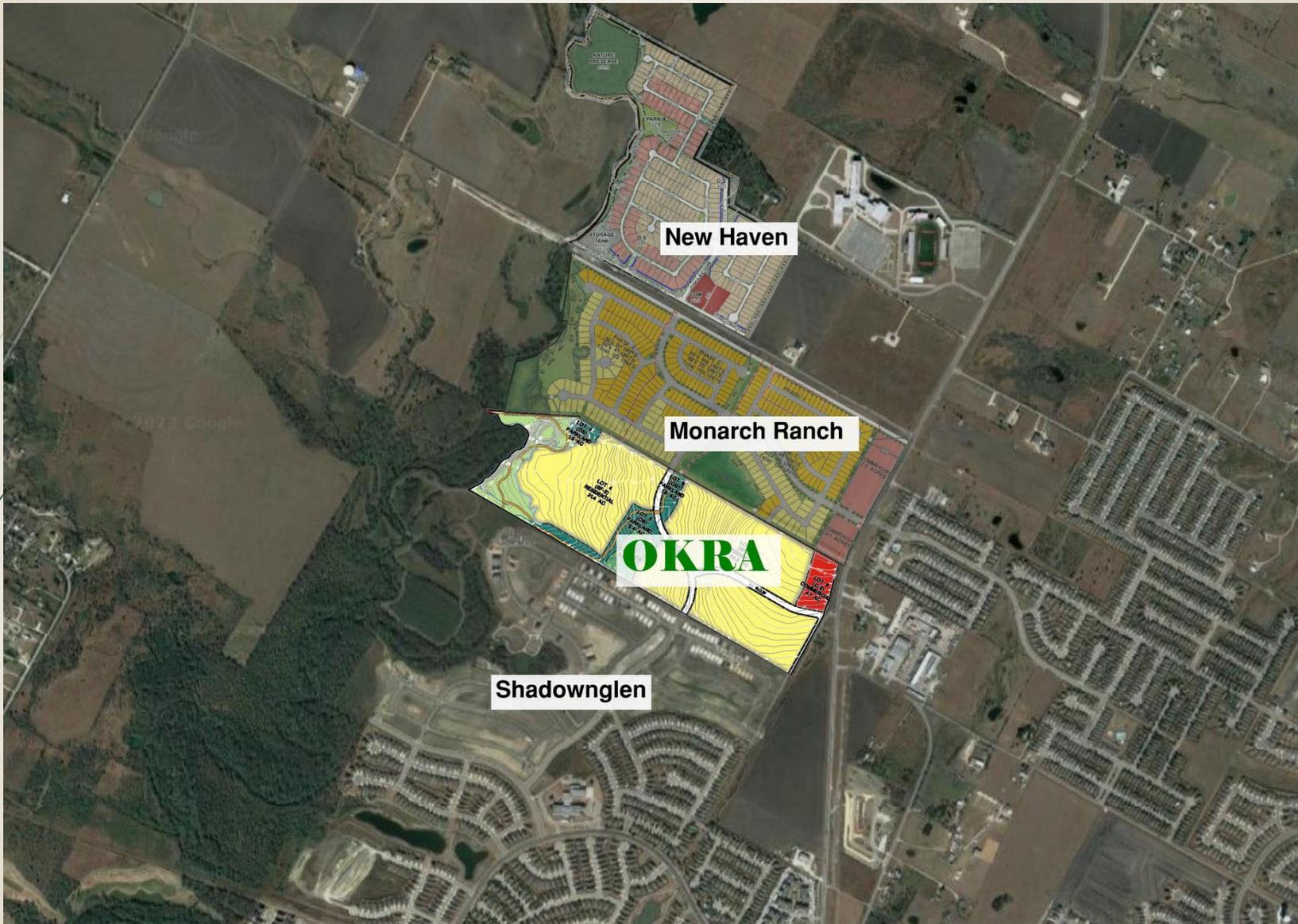


Future Land Use Map

Land Use Descriptions

- Neighborhoods
- Mixed-Density Neighborhood
- Neighborhood Mixed-Use
- Downtown Mixed-Use
- Public/Semi-Public
- Parks and Open Space
- Employment
- Commercial Corridor
- Community Mixed-Use
- Manor City Limits
- Manor ETJ

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community





EXTERNAL ROAD IMPROVEMENTS

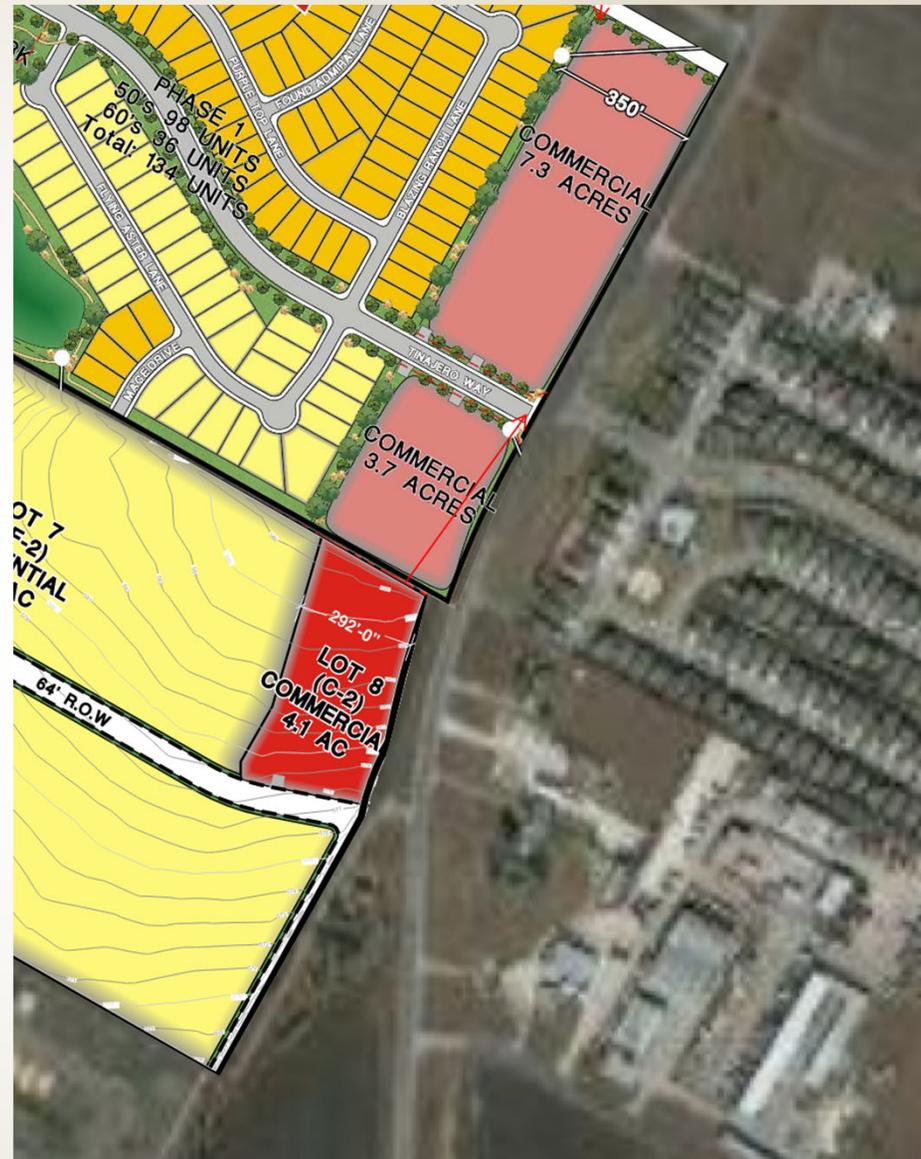
- ▶ Extend the Center Lane that ends at Tinajero Way past Suncrest
- ▶ Add a Right Hand Turn Lane into OKRA

COMMERCIAL – C2

➤ 4.1 acres commercial

The following uses shall be prohibited within the C-2 area of the PUD:

- Amusement (outdoor)
- Automobile Repair (minor)
- Automobile Repair (major)
- Commercial Off-Street Parking
- Contractor's Shop
- Financial Services (alternative)
- Funeral Services
- Kennel
- Laundry Services
- Mini-Storage Warehouse
- Off-Site Accessory Parking
- Pawnshop
- Recreational Vehicle Sales and Rental
- Truck and Trailer Sales and Rental
- Veterinary Service, Large

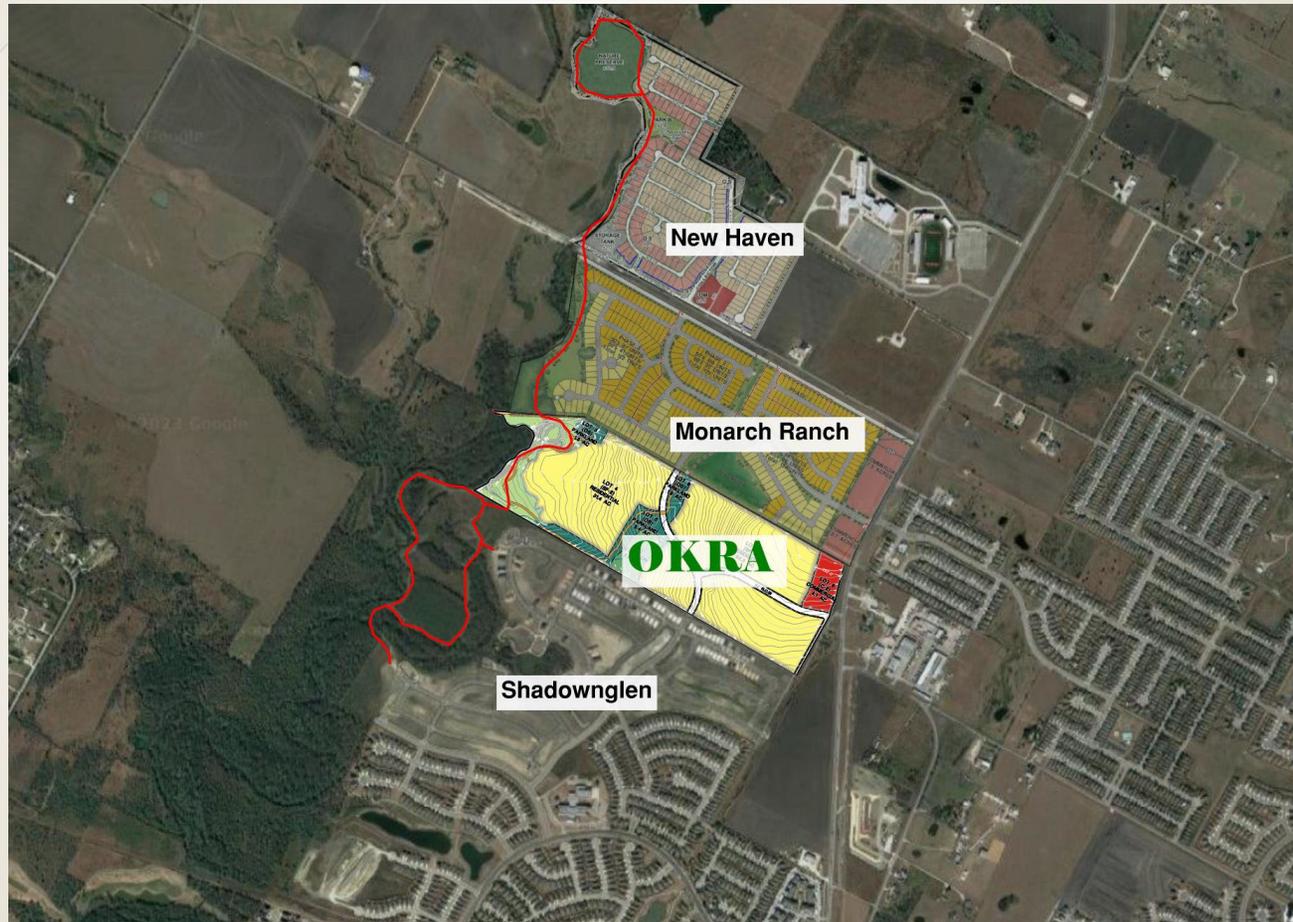


RESIDENTIAL – SF2



- Mixture of 60' and 50' lots
- Lot depth 120 ft
- ~300 homes

PARKLAND REGIONAL





Questions?



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Development Agreement establishing development standards for the Okra Development.

BACKGROUND/SUMMARY:

This development agreement complements the Okra Final PUD Site Plan. It includes the following provisions:

1. Residential development standards of 70% front and 60% overall masonry (stone, brick, or stucco)
2. Non-residential development standards of 60% front and 50% overall masonry (stone, brick, or stucco)
3. Residential and non-residential architectural standards
4. Non-residential outdoor lighting standards
5. Concurrent review of subdivision plats
6. Commitment to provide wastewater
7. Decertification from Manville WSC CCN and commitment for the city to provide water
8. Signage can be permitted in a landscaped median in city ROW with a license agreement
9. Park land acreages and amenities included in the PUD are restated in this DA for additional compliance
10. Creation of an HOA to manage parks and landscaping
11. City waiver of a TIA and acknowledgement of TxDOT and Travis County TIA waivers in lieu of constructing traffic improvements

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

- Development Agreement

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve a Development Agreement establishing development standards for the Okra Development.

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

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR OKRA DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Okra Development (the "Agreement") is made and entered into, effective as of the ___ day of _____, 20__, by and between the City of Manor, Texas, a Texas home rule municipal corporation (the "City") and Okra Land Incorporated, a Texas limited liability company ("Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows:

Section 1. Purpose; Consideration.

- (a) The Developer owns approximately 136.323-acre tract of land located in Travis County, Texas, being more particularly described as a 113.415-acre tract in Exhibit A and as a 22.927-acre tract in Exhibit A-1 attached hereto and incorporated herein for all purposes (collectively, the "Property"). Developer plans to develop the Property as a mix use development with a single-family residential subdivision (the "Residential Development"), commercial development (the "Commercial Development") and floodplain retained by Developer, collectively referred to as the "Okra Development" or "Development". The Developer and the City want to provide that the City is able to enforce the development standards for the Development as they are described in this Agreement through its building permit, inspection, and certificate of occupancy processes, given that Texas Government Code Section 3000.002 et seq, limits the ability of cities to enforce certain development standards governing building materials by ordinance. In addition, the Developer and the City want to provide for the City to allow for the concurrent review of the plats and plans submitted by Developer for the Development.
- (b) The Developer will benefit from a concurrent review of the plats and plans for the Development; and the City enforcing the Development Standards as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of homes or other buildings and structures authorized by the applicable zoning regulations. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement commences on the Effective Date hereof, subject to earlier termination as provided in this Agreement. Unless earlier terminated as provided in this Agreement, this Agreement shall terminate for the Residential Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Residential Development; for the Commercial Development on the later of (i) ten (10) years from the Effective Date or (ii) issuance of the final certificate of occupancy for the final structure in the Commercial Development.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written until the termination date, provided that the City may terminate this Agreement in accordance with Section 13.

Section 3. 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.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the commercial structures located along FM 973 in 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, Sections 14.02.061(b) and 14.02.065(b) shall apply to the residential and commercial structures located in 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 the commercial structures located along FM 973 in the Property.
- (e) **Building Permits.** The Developer acknowledge and agree that compliance with Sections 3(a) and 3(b) will be a condition of issuance of building permits and certificates of occupancy. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3(a) and 3(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 Regulations, as herein defined, 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 Regulations for a certificate of occupancy to be issued for such structure.

- (f) **Timing of Platting.** 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), 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 ordinances and subdivision regulations. The Parties acknowledge and agree that the Residential Development and Commercial Development will follow separate development timelines and that submittals for each may be made at separate times. Each of the Residential Development and Commercial Development are entitled to the same timing as described above.

Section 4. Development of the Property. Except as modified by this Agreement, the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances and the zoning regulations applicable to the Property on the date of this Agreement, and such amendments to City ordinances and regulations that that may be applied to the Property under Chapter 245, Texas Local Government Code, and good engineering practices(the "Applicable Regulations"). If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

Section 5. Wastewater Service.

- (a) **Service Connections.** The City will provide wastewater service to lots within the Development, and will approve connections for each residential or commercial unit or structure to the City's wastewater system upon payment of applicable fees and a Certificate of Occupancy being issued for the unit or structure and provide wastewater service for the residential or commercial unit or structure within the completed subdivisions on the same terms and conditions as provided to all other areas of the City; provided that the Developer has constructed, completed, and obtained the City's acceptance of all infrastructure required to serve the Project.
- (b) **Wastewater Service Construction Obligations.** The Parties acknowledge that the necessary easements for the construction of wastewater lines, infrastructure and facilities necessary to serve the Property (the "Wastewater Facilities") as depicted in Exhibit B have been dedicated by separate instrument and accepted by the City. The Parties acknowledge

that construction of the Wastewater Facilities are being undertaken by adjoining property owners through separate agreements with the City. Should the Wastewater Facilities not be constructed in time to serve the Development or failed to be constructed, the Parties agree to amend this Agreement to cover construction obligations and reimbursements as applicable.

- (c) **Dedication and Acceptance.** Dedication and acceptance of the Wastewater Services is governed by the Applicable Regulations. The City agrees that it will not unreasonably deny, delay, or condition its acceptance of the Wastewater Service. From and after the City's final acceptance of the Wastewater Service, the City will own, operate, and maintain the Wastewater Services and will be responsible for all costs associated with it, except as otherwise provided by the Applicable Regulations or this Agreement.

Section 6. Water Service.

- (a) **Service.** The Parties acknowledge that the Property is currently located within Manville's water Certificate of Convenience and Necessity (CCN). The Developer shall be responsible for preparing and processing a petition for release of the Property from Manville's CCN.
- (b) **Developer Decertification of Property.** The Developer will submit to the Public Utility Commission of Texas ("PUC") a Water Service Area Transfer Agreement pursuant to Texas Water Code Section 13.248 to transfer the Property more particularly described on Exhibit A from Manville Water Supply Corporations' ("Manville") CCN to the City's CCN on or before the City's approval of the final plat for the initial phase of the Development and shall thereafter diligently pursue the service area transfer from Manville's to the City's CCN. The Developer shall be responsible for any and all costs of this service area transfer and shall enter into a deposit agreement between the City and the Developer.
- (c) **City Service.** Upon transfer of the Property described on Exhibit A to the City's CCN, the City hereby agrees to provide continuous and adequate water service to the Property as is required of all CCN holders pursuant to Texas Water Code Section 13.250 (a).
- (d) **Future Development.** The City agrees to release and/or decertify the property shown in Exhibit A-1 from its water CCN if at the time Developer requests water service, the City determines that the City will not extend services to said property. The Developer shall be responsible for any and all costs of such release and or decertification.

Section 7. Signage. Developer and City agree to the following signage for the Development:

- (a) The City will allow the sign, associated landscaping and irrigation within the median and public right of way via a license agreement; and
- (b) The Developer will comply with the signage standards set forth for residential districts in the City's Code of Ordinances, Section 15.04.018(13).

- (c) The Developer will comply with the signage standards set for commercial districts in the City's Code of Ordinances, Section 15.04.018.

Section 8. Parkland. The Parties agree to the following Parkland for the Residential Development:

- (a) The approximately 8.8 acres that will be dedicated as parkland and open space as more particularly depicted in Exhibit C ("Parkland and Open Space") will satisfy all of Developer's obligations with respect to the City's park requirements for the Residential Development.
- (b) Developer shall convey the approximately 8.8 acres by deed to the City upon City's approval of the final plat for the portion of the Property in which the applicable Parkland and Open Space is contained. Parkland and Open Space shall be dedicated at the time of final plat approval for the portion of the Property in which the Parkland and Open Space is contained.
- (c) All Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in Exhibit C will be maintained and operated by the HOA, as the term is defined in Section 9, commencing upon the conveyance of the applicable Parkland and Open Space by separate instrument and continuing for as long as the Parkland and Open Space is used as parkland. All Parkland and Open Space conveyed to the City will be maintained and operated by the HOA, and the Developer and/or the HOA and the City will enter into a maintenance and operation agreement substantially in the form attached hereto as Exhibit D concurrently with the conveyance of the Parkland and Open Space or Public Amenities, as applicable.
- (d) An eight-foot (8') concrete trail located within a public easement shall provide pedestrian/bike access along the owner retained floodplain connecting the north property boundary to the south property boundary, as depicted in Exhibit C.
- (e) Trees shall be planted parallel to the concrete trail at a spacing of one (1) for every forty (40) linear feet. Trees shall be a minimum of three (3) inch caliper and selected from Type A/B tree list of the City of Manor Code of Ordinances.
- (f) Parkland amenities located within the Residential Development shall include a minimum of the following recreational elements:
1. age 5-12 playground,
 2. age 2-5 playground,
 3. parking area with a minimum of 20 parking space,
 4. dog park with a minimum area of 10,000 square feet,
 5. picnic areas with a minimum of 4 picnic tables,
 6. picnic pavilion with a minimum size of 20' x 30', and
 7. basketball court.

Section 9. Homeowners Association. Developer will create a Homeowners Association (“Association” or “HOA”), and shall establish bylaws, rules, regulations, and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Subdivision shall be required to be a member of the Association, and unpaid dues or assessments shall be and constitute a lien on the lot for which they are assessed. The Association Regulations will establish periodic Association dues and assessments, to be charged and paid by the lot owners in the Development, that are and will be sufficient to maintain and operate all Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in Exhibit C in accordance with Section 8 above. The Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance and operation all Parkland and Open Space conveyed to the City and all trails, landscaping and public amenities described in Exhibit C and to provide funds required for the management and operation of the Association. Developer agrees to convey title to the HOA for the HOA to become the owner of those portions of the Residential Development that are designated on the approved plat of the Property as green space, trails, or amenities open to the use of the homeowners and will be responsible for the maintenance and upkeep of all of the property conveyed to it.

Section 10. Traffic Impact Analysis (TIA) and Transportation Mitigation. The Parties agree that as consideration for constructing the 64’ internal collector roads through the Project and right turn lane with 100 ft taper and two-way left turn lane at Tinajero Way, carrying the two-way left turn lane past N Suncrest to where the 100 ft taper begins as more particularly described in Exhibit D, attached hereto and incorporated herein, the City shall not require Developer to perform a Traffic Impact Analysis for the Project.

Section 11. Development Approvals. In addition to any other remedies set forth herein, if the Developer fails to make any payments to the City required in this Agreement, the City may withhold development approvals for the Development until such payment has been made.

Section 12. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) The Developer may assign all its rights and obligations in and to this Agreement to any affiliate or related entity of Okra Land Incorporated without the prior consent or approval of the City Council. Developer may assign all its rights and obligations in and to this Agreement to any affiliate or related entity without the prior consent or approval of the City Council. If either Developer assigns this Agreement and its obligations and rights under this Agreement to an affiliate or related entity, the applicable Developer will be released on the date of the assignment from any further obligations under this Agreement provided the City is given notice of the assignment within thirty (30) days after the assignment is made by either Developer. The assignment of this Agreement or of either Developer’ interests, rights or duties in this Agreement to any one (1) or more purchasers of all or part of the Property that is not one of the Developer or an affiliate or related entity of one of the of Developer must first be approved and consented to by the City Council of the City, which consent shall not be unreasonably withheld or delayed.

- (b) This Agreement constitutes a covenant that runs with the Property and is binding on future owners of the Property. The Developer and the City acknowledge and agree that this Agreement is binding upon and inure to the benefit of the parties, their successors, and assigns the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 13. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days 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 that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a building permit application or a certificate of occupancy for a structure that does not comply with the Development Standards. The City may terminate this Agreement if the Developer fails to cure a default within the period required by this Section.

Section 14. Reservation of Rights. 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.

Section 15. Attorney's Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

Section 16. 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. 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.

Section 17. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God (which includes natural disasters); 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; pandemic; 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.

- (b) 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.
- (c) 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.

Section 18. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address 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: City Manager
105 E. Eggleston Street
Manor, Texas 78653

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, Suite A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Okra Land Incorporated
Attn: H. Dalton Wallace
9505 Johnny Morris Rd
Austin, Texas 78724

with copy to:

Rachel Shanks
1102 Rock St.
Georgetown, TX 78626

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 19. 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. 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 waive any and all claims or causes of action against the City 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.

Section 20. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 21. 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.

Section 22. 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 within the city pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 23. No Third Party Beneficiaries. 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.

Section 24. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 25. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

Section 26. Interpretation; Terms and Dates. References made in the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine or neuter. If any date for performance of an obligation or exercise of a right set forth in this Agreement falls on a Saturday, Sunday or State of Texas holiday, such date shall be automatically extended to the next day which is not a Saturday, Sunday or State of Texas holiday.

Section 27. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the organization for which such signatory has executed this Agreement.

Section 28. Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile, and each such counterpart shall be deemed and original and all such counterparts shall be deemed one and the same instrument.

Section 29. 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 represent 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.

Section 30. 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 represent 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.

Section 31. Anti-Boycott Verification – Energy Companies. The 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 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).

Section 32. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Section 33. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 34. Exhibits. The following exhibits are attached to this Agreement and made a part hereof for all purposes.

- Exhibit A** – 113.415-Acre Tract Property Description
- Exhibit A-1** – 22.927-Acre Tract Property Description
- Exhibit B** – Wastewater Easements
- Exhibit C** – Parkland and Open Space/Amenities
- Exhibit D** – TIA Mitigation
- Exhibit E** – License Agreement Form

[signature pages follow]

EXECUTED this the ____ day of _____, 20__.

CITY:
City of Manor, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

By: _____
Name: Dr. Christopher Harvey
Title: Mayor

APPROVED AS TO FORM:

Veronica Rivera, Assistant City Attorney

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 20__, 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

OKRA DEVELOPER:

OKRA LAND INCORPORATED

By: _____

Name:

Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Okra Ranch at Manor LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

Exhibit A 113.415-Acre Tract Property Description



3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING a 113.415-acre tract of land out of the Sumner Bacon Survey No. 62, Abstract No. 63, City of Manor, Travis County, Texas, being a portion of that certain tract of land called to contain 136.342-acres of land as described in a Special Warranty Deed with Vendor's Lien to Okra Land Incorporated recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas; said 113.415-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING at a 1/2-inch iron rod found on the western right-of-way line of FM 973 (R.O.W. Varies) as shown on a State of Texas Department of Transportation Right of Way Project recorded in CSJ No. 1200-02-022, being a 0.455 acre tract as described in a Deed in Document No. 2000169315 of the Official Public Records of Travis County, Texas, for the southeastern corner of a 3.711-acre tract of land (Tract 2) as described in a Special Warranty Deed to MP 973, LLC recorded in Document No. 2022077336 of the Official Public Records of Travis County, Texas, for the northeastern corner of said 136.342-acre tract, for the northeastern corner of this herein described tract, from which a 4-inch aluminum disk in concrete bears North 59°26'39" East a distance of 255.81 feet;

THENCE: Along the western right-of-way line of said FM 973, the eastern line of the said 136.342-acre tract with a curve to the left having a Delta angle of 9°19'52", a Radius of 2391.83 feet, an Arc length of 389.53 feet and a Chord bearing of South 13°16'25" West a distance of 389.10 feet to a 1/2-inch iron rod found for a corner on the western right-of-way line of said FM 973, a corner of said 136.342-acre tract, for a corner of this herein described tract;

THENCE: Continuing along the western right-of-way line of said FM 973, the eastern line of the said 136.342-acre tract with a curve to the left having a Delta angle of 17°51'33", a Radius of 612.86 feet, an Arc length of 191.03 feet and a Chord bearing of South 18°02'28" West a distance of 190.26 feet to a 5/8-inch iron rod with cap stamped "Quiddity Eng" set on the western right-of-way line of said FM 973, for a corner of said 136.342-acre tract, for the northern corner of a 0.78-acre tract of land as described in a Special Warranty Deed to Henrietta B. Velasquez recorded in Document No. 2003002504 of the Official Public Records of Travis County, Texas, on the approximate common original survey Line of Greenbury Gates Survey No. 63, Abstract No. 315 and Sumner Bacon Survey No. 62, Abstract No. 63, for a corner of this herein described tract;

THENCE: South 27°03'13" West a distance of 738.92 feet continuing along the southeastern line of the said 136.342-acre tract, the approximate common original survey Line of Greenbury Gates Survey No. 63, Abstract No. 315 and the Sumner Bacon Survey No. 62, Abstract No. 63, being the approximate centerline of Manor and Taylor Lane (R.O.W. Width Not Specified) recorded in the Travis County Road Book, Precinct 1, Page 72, the northwestern line of said 0.78-acre tract, and continuing along the northwestern line of a 1.00-acre tract of land as described in a Special Warranty Deed to Frank Velasquez recorded in Volume 12592, Page 1305 of the Real Property Records of Travis County, Texas to a 1/2-inch iron rod found for the southeastern corner of said 136.342-acre tract, the southwestern corner of said 1.00-acre tract, a corner of a Portion of Abandoned County Road referred to in Document Nos. 2000046321, 2001205199 and 202100182 of the Official Public Records of Travis County, Texas, a corner of a 32.950-acre tract of land as described in a Special Warranty Deed to Timmerman Commercial Developments, LP recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas, for the southeastern corner of this herein described tract;



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THENCE: North 63°22'48" West a distance of 25.82 feet along the southwestern line of said 136.342-acre tract, the northeastern line of a portion of the said Abandoned County Road to a 3-inch pipe fence post found for a corner of said 136.342-acre tract, the northeastern corner of the Shadowglen Phase 2 Section 25-26 subdivision as shown on a plat recorded in Document No. 202100182 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 62°07'14" West a distance of 4004.94 feet along the southwestern line of said 136.342-acre tract, the northeastern line of said Shadowglen Phase 2 Section 25-26 subdivision, the northeastern line of Shadowglen Phase 2 Section 28 subdivision as shown on a plat recorded in Document No. 202100181 of the Official Public Records of Travis County, Texas, the northeastern line of Shadowglen Phase 2 Section 27A-27B subdivision as shown on a plat recorded in Document No. 202100183 of the Official Public Records of Travis County, Texas, and along the northeastern line of a 200.38-acre tract of land as described in a Special Warranty Deed to City of Manor, Texas recorded in Document No. 2012141817 of the Official Public Records of Travis County, Texas, to a calculated point of the approximate center line of Wilbarger Creek, for the southwestern corner of this herein described tract;

THENCE: Across said 136.342-acre tract, along the meanders of an approximate center line of Wilbarger Creek with the following courses and distances:

1. North 81°31'45" East a distance of 24.47 feet to a calculated point;
2. North 59°31'17" East a distance of 154.72 feet to a calculated point;
3. North 24°13'41" East a distance of 45.69 feet to a calculated point;
4. North 55°47'03" East a distance of 21.00 feet to a calculated point;
5. North 79°17'12" East a distance of 26.15 feet to a calculated point;
6. North 45°17'07" East a distance of 98.71 feet to a calculated point;
7. North 31°43'45" East a distance of 106.97 feet to a calculated point;
8. North 46°36'22" East a distance of 52.57 feet to a calculated point;
9. North 69°08'44" East a distance of 46.82 feet to a calculated point;
10. North 48°39'08" East a distance of 23.13 feet to a calculated point;
11. North 21°26'53" East a distance of 20.89 feet to a calculated point;
12. North 44°59'59" East a distance of 60.89 feet to a calculated point;
13. North 58°23'35" East a distance of 31.80 feet to a calculated point;
14. North 88°18'54" East a distance of 23.62 feet to a calculated point;
15. North 58°23'32" East a distance of 42.40 feet to a calculated point;
16. North 43°31'54" East a distance of 19.16 feet to a calculated point;
17. North 22°29'47" East a distance of 74.42 feet to a calculated point;
18. North 16°45'20" East a distance of 52.54 feet to a calculated point;
19. North 12°04'54" West a distance of 29.48 feet to a calculated point;
20. North 34°09'35" West a distance of 35.25 feet to a calculated point;
21. North 54°01'40" West a distance of 79.81 feet to a calculated point;
22. North 68°52'29" West a distance of 24.57 feet to a calculated point;
23. North 83°12'38" West a distance of 22.03 feet to a calculated point;
24. South 63°59'48" West a distance of 47.52 feet to a calculated point;
25. North 87°00'48" West a distance of 59.98 feet to a calculated point;
26. North 74°52'32" West a distance of 39.93 feet to a calculated point;



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- 27. North 48°21'59" West a distance of 37.63 feet to a calculated point;
- 28. North 25°51'28" West a distance of 94.35 feet to a calculated point;
- 29. North 75°22'45" West a distance of 24.76 feet to a calculated point;
- 30. South 87°47'48" West a distance of 27.11 feet to a calculated point;
- 31. North 69°33'00" West a distance of 32.80 feet to a calculated point;
- 32. North 41°33'10" West a distance of 30.63 feet to a calculated point;
- 33. North 05°54'22" West a distance of 2.49 feet to a calculated point on a northwestern line of said 136.342-acre tract, a southeastern line of a 56.567-acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Rust Creek, LLC recorded in Document No. 2021052028 of the Official Public Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: South 87°57'38" East a distance of 1026.12 feet along a northwestern line of said 136.342-acre tract, a southeastern line of the said 56.567-acre tract, and the southeastern line of a 123.550-acre tract of land as described in a Special Warranty Deed to Monach Ranch At Manor, LLC recorded in Document No. 2021275494 of the Official Public Records of Travis County, Texas, to a 1/2-inch iron rod with cap stamped "Chaparral" found for a common corner of said 136.342-acre tract and said 123.550-acre tract, for a corner of this herein described tract;

THENCE: South 62°14'30" East a distance of 3198.93 feet along a northeastern line of said 136.342-acre tract, a southwestern line of said 123.550-acre tract and a southwestern line of the said 3.711 acres (Tract 2) to the POINT OF BEGINNING and CONTAINING an area of 113.415-acres of land.

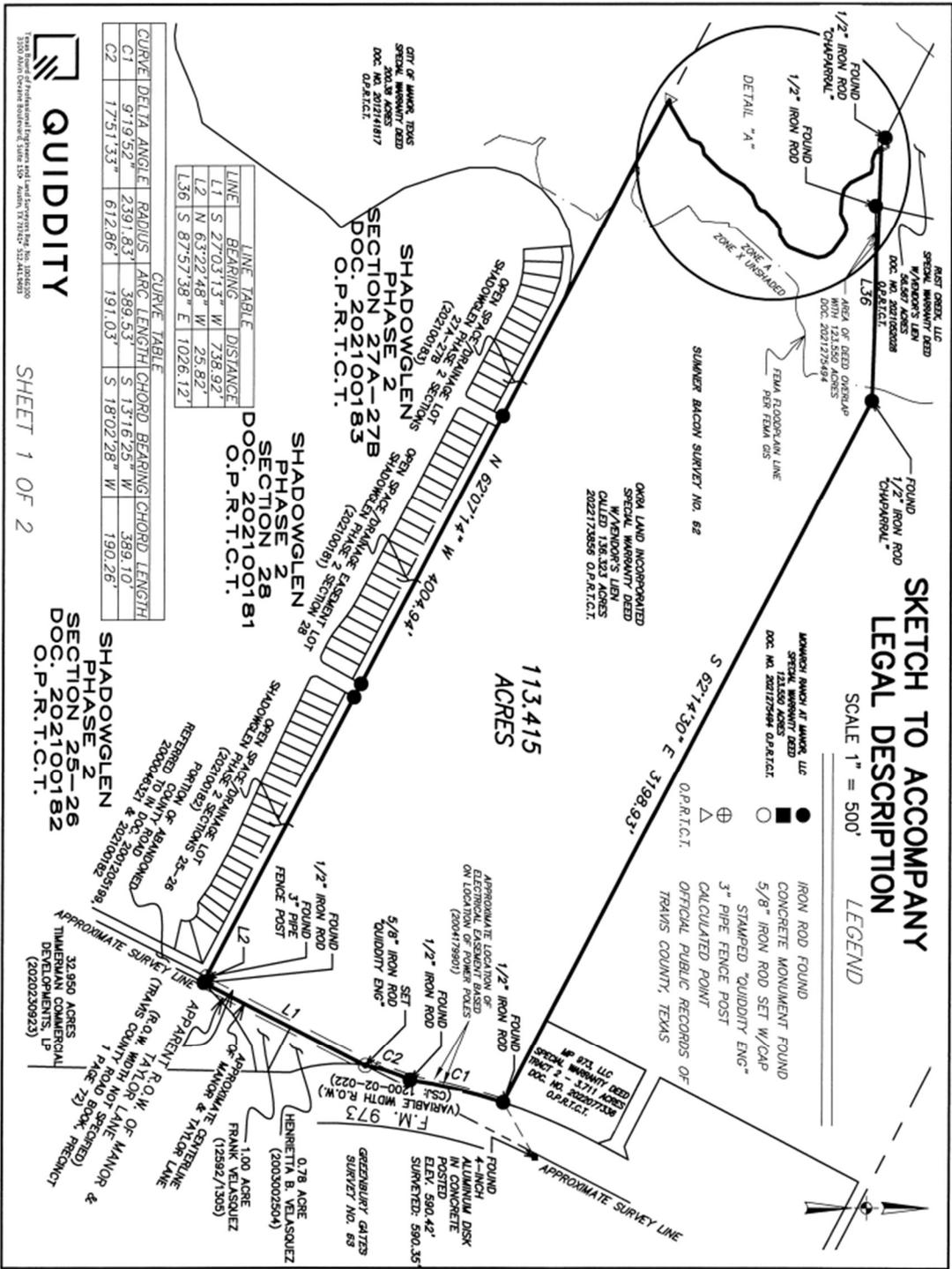
Rex L. Hackett
Registered Professional Land Surveyor No. 5573
Email: rhackett@quiddity.com

2-6-2023

Date

Geographic ID: 0242600204
TCAD Property ID: 248031
Map: T31, U31





LINE TABLE

LINE	BEARING	DISTANCE
L1	S 27°03'13\" W	738.92'
L2	N 63°22'48\" W	25.82'
L36	S 87°57'38\" E	1026.12'

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	9°19'52\"	2391.83'	389.53'	S 13°16'25\" W	389.10'
C2	17°51'33\"	612.86'	191.03'	S 18°02'28\" W	190.26'



SHEET 1 OF 2

K:\17834\17834-0001-01 Wallace Tract - Preliminary & Survey\1 Surveying Phase\00 Files\Working Dwg\17834-0001-01 Primary.dwg

RLV/csh

JOB # 17834-0001-01

Exhibit A-1 22.927-Acre Tract Property Description



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LEGAL DESCRIPTION

BEING a 22.927-acre tract of land out of the Sumner Bacon Survey No. 62, Abstract No. 63, City of Manor, Travis County, Texas, being a portion of that certain tract of land called to contain 136.342-acres of land as described in a Special Warranty Deed with Vendor's Lien to Okra Land Incorporated recorded in Document No. 2022173856 of the Official Public Records of Travis County, Texas; said 22.927-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING at a 1/2-inch iron rod with cap stamped "Chaparral" found on the southeastern line of a 350.759-acre tract of land as described in a Special Warranty Deed to Meritage Homes of Texas, LLC recorded in Document No. 2020148949 of the Official Public Records of Travis County, Texas for the southwestern corner of the said 136.342-acre tract, the northwestern corner of a 200.38-acre tract of land as described in a Special Warranty Deed to City of Manor, Texas recorded in Document No. 2012141817 of the Official Public Records of Travis County, Texas, for the southwestern corner of this herein described tract;

THENCE: North 27°13'30" East a distance of 837.25 feet along the westernmost line of the said 136.342-acre tract, an eastern line of the said 350.759-acre tract, and continuing along a southeastern line of a 157.945-acre tract of land as described in a Warranty Deed to Kermit R. & Emmagene Weiss recorded in Volume 12467, Page 177 of the Real Property Records of Travis County, Texas to a 1/2-inch iron rod found for the northwestern corner of said 350.759-acre tract, for a corner of the said 157.945-acre tract, on a southwestern line of a 56.567-acre tract of land as described in a Special Warranty Deed with Vendor's Lien to Rust Creek, LLC recorded in Document No. 2021052028 of the Official Public Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: South 62°47'00" East along a northeastern line of said 136.342-acre tract, a southwestern line of said 56.567-acre tract, at a distance of 738.67 feet pass a 1/2-inch iron rod with cap stamped "Chaparral" found on the common line of said 136.342-acre tract and said 56.567-acre tract, **a distance in all of 772.64 feet** to a calculated corner for a corner of said 136.342-acre tract and said 56.567-acre tract, for a corner of this herein described tract;

THENCE: South 87°57'38" East a distance of 7.52 feet continuing along a northern line of said 136.342-acre tract, a southern line of the said 56.567-acre tract to a calculated point of the approximate center line of Wilbarger Creek, for the northeastern corner of this herein described tract;

THENCE: Across said 136.342-acre tract, along the meanders of an approximate centerline of Wilbarger Creek with the following courses and distances:

1. South 05°54'22" East a distance of 2.49 feet to a calculated point;
2. South 41°33'10" East a distance of 30.63 feet to a calculated point;
3. South 69°33'00" East a distance of 32.80 feet to a calculated point;
4. North 87°47'48" East a distance of 27.11 feet to a calculated point;
5. South 75°22'45" East a distance of 24.76 feet to a calculated point;
6. South 25°51'28" East a distance of 94.35 feet to a calculated point;
7. South 48°21'59" East a distance of 37.63 feet to a calculated point;
8. South 74°52'32" East a distance of 39.93 feet to a calculated point;



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Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

9. South 87°00'48" East a distance of 59.98 feet to a calculated point;
10. North 63°59'48" East a distance of 47.52 feet to a calculated point;
11. South 83°12'38" East a distance of 22.03 feet to a calculated point;
12. South 68°52'29" East a distance of 24.57 feet to a calculated point;
13. South 54°01'40" East a distance of 79.81 feet to a calculated point;
14. South 34°09'35" East a distance of 35.25 feet to a calculated point;
15. South 12°04'54" East a distance of 29.48 feet to a calculated point;
16. South 16°45'20" West a distance of 52.54 feet to a calculated point;
17. South 22°29'47" West a distance of 74.42 feet to a calculated point;
18. South 43°31'54" West a distance of 19.16 feet to a calculated point;
19. South 58°23'32" West a distance of 42.40 feet to a calculated point;
20. South 88°18'54" West a distance of 23.62 feet to a calculated point;
21. South 58°23'35" West a distance of 31.80 feet to a calculated point;
22. South 44°59'59" West a distance of 60.89 feet to a calculated point;
23. South 21°26'53" West a distance of 20.89 feet to a calculated point;
24. South 48°39'08" West a distance of 23.13 feet to a calculated point;
25. South 69°08'44" West a distance of 46.82 feet to a calculated point;
26. South 46°36'22" West a distance of 52.57 feet to a calculated point;
27. South 31°43'45" West a distance of 106.97 feet to a calculated point;
28. South 45°17'07" West a distance of 98.71 feet to a calculated point;
29. South 79°17'12" West a distance of 26.15 feet to a calculated point;
30. South 55°47'03" West a distance of 21.00 feet to a calculated point;
31. South 24°13'41" West a distance of 45.69 feet to a calculated point;
32. South 59°31'17" West a distance of 154.72 feet to a calculated point;
33. South 81°31'45" West a distance of 24.47 feet to a calculated point on the southwestern line of the said 136.342-acre tract and the northeastern line of the said 200.38-acre tract, for the southeastern corner of this herein described tract;

THENCE: North 62°07'14" West a distance of 1002.75 feet along the southwestern line of the said 136.342-acre tract, the northeastern line of the said 200.38-acre tract to the POINT OF BEGINNING and CONTAINING an area of 22.927-acres of land.

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
Email: rhackett@quiddity.com

2-6-2023

Date



Geographic ID: 0242600204
TCAD Property ID: 248031
Map: T31

Exhibit B Wastewater Service

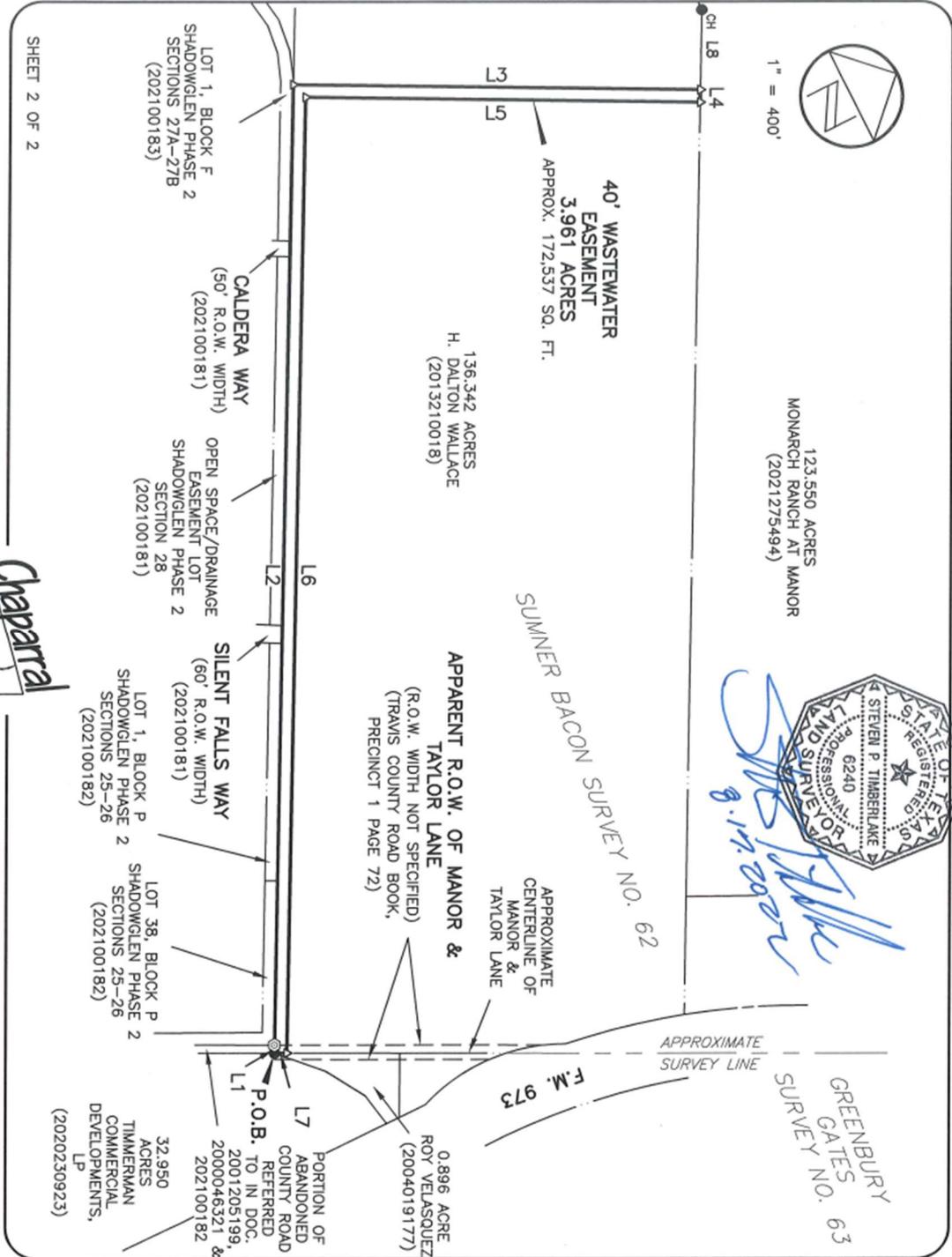
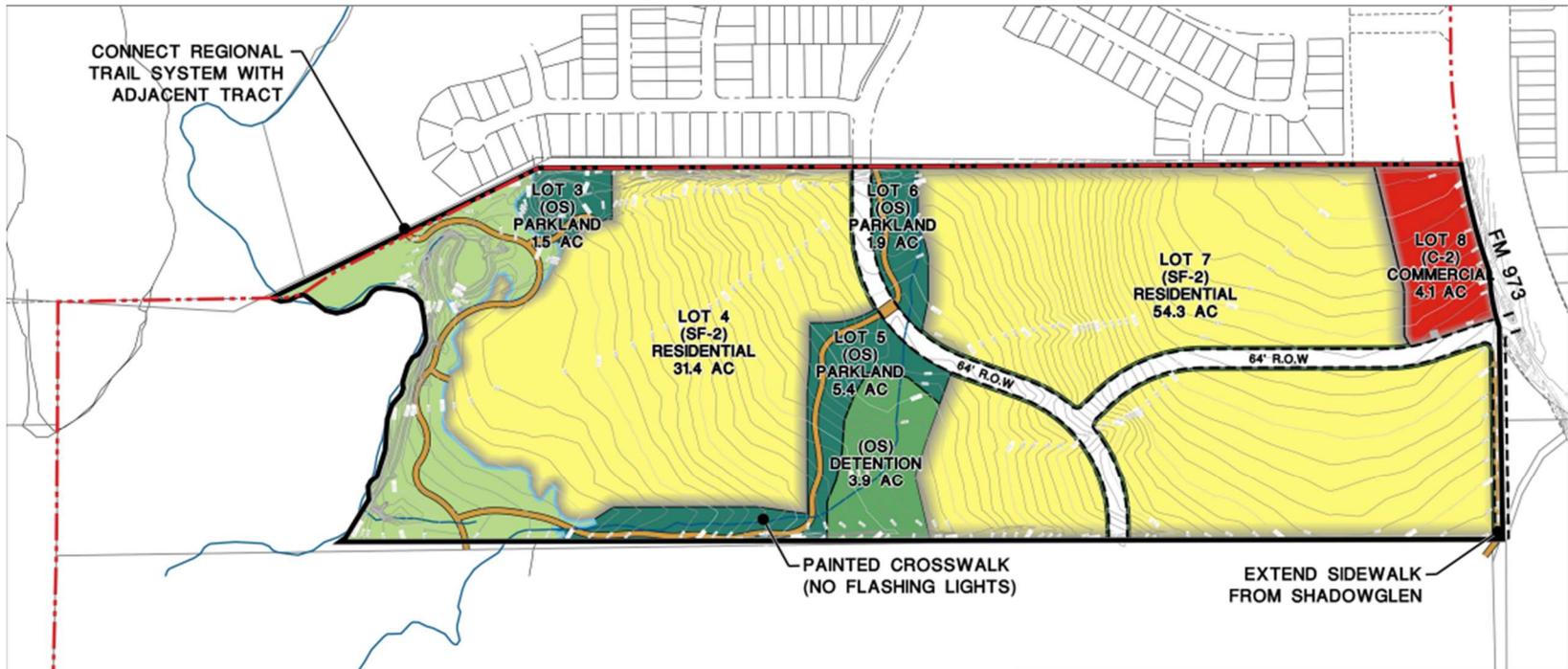


Exhibit C Parkland Exhibit



LAND USE PARCEL TABLE			
LAND USE	ACREAGE	LOTS	DENSITY
 (SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
 (C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
 FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
 (OS) PARKLAND	8.8 ACRES	3 LOTS	
 (OS) DETENTION	3.9 ACRES	1 LOTS	
TOTAL	113.4 ACRES		2.9 DU/AC

LEGEND	
	PLAN BOUNDARY
	PROPOSED RIGHT-OF-WAY
	CITY LIMITS
	8' TRAILS



Scale: 1" = 300'

Amenities

1. Approximately 8.8 acres of park and open space.
2. Detention facilities.
3. Tree preservation areas.
4. An eight-foot (8') concrete trail located within a fifteen-foot (15') public trail easement; and internal eight-foot (8') concrete trails.
5. Parkland amenities including: playground, parking area, dog park, picnic areas, picnic pavilion and open lawn/gaming area.
6. Basketball court.
7. Shade structures.

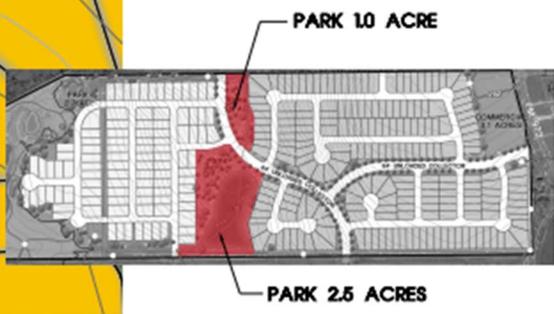


Exhibit D TIA Mitigation

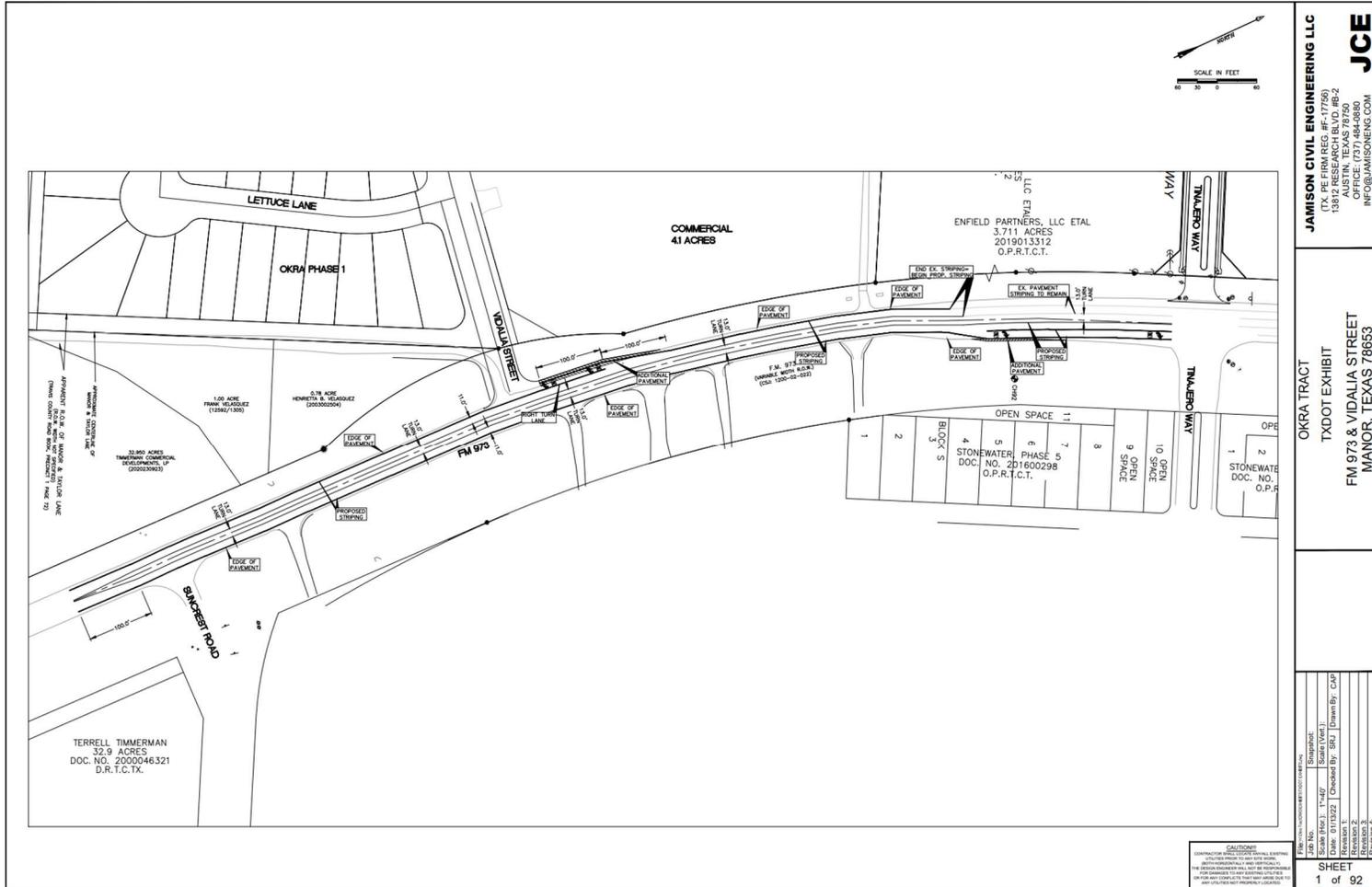


Exhibit E
License Agreement Form

**CITY OF MANOR
LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made and entered into on this the ____ day of _____, 20__, (the "Effective Date") by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City" or "Licensor"), and the _____, a Texas _____ (the "Licensee"). The City and the Licensee are referred to together as the "Parties".

RECITALS:

WHEREAS, The _____ Subdivision contains publicly-owned land;
And

WHEREAS, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the _____ Subdivision to construct, improve, install, and maintain improvements under the terms and conditions set forth in this License Agreement.

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

I. RECITALS

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

II. PURPOSE OF LICENSE AGREEMENT

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

Construction, improvement, installation and maintenance of _____ located at the _____ Subdivision, as more particularly shown and described in Exhibit "A" attached hereto (the "Improvements").

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

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

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

III. FEE

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

IV. CITY'S RIGHTS TO LICENSED PROPERTY

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

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

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

V. INSURANCE

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

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

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

VI. INDEMNIFICATION

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

VII. CONDITIONS

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

7.02. Maintenance. Licensee shall maintain the licensed property and the Improvements by maintaining the Improvements in good condition and making any necessary repairs to the

Improvements at its expense. Licensee shall be responsible for any costs associated with electrical usage as a result of the Improvements.

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

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

City:

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

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

Licensee:

with a copy to:

7.05. Remedies. The Licensee agrees that in the event of any default on its part under this Agreement, the City shall have available to it equitable remedies including, without limitation, the

right of the City to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

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

VIII. COMMENCEMENT AND TERMINATION

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

XI. TERMINATION

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

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

- a. The licensed Improvements, or a portion of them, interfere with the City's right-of-way;
- b. Use of the right-of-way area becomes necessary for a public purpose;
- c. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such improvements;

- d. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
- e. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

X. EMINENT DOMAIN

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

XI. INTERPRETATION

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

XII. APPLICATION OF LAW

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

XIII. VENUE

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

XIV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

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

XV. ASSIGNMENT

15.01. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to

the City a copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

XVI. POWER AND AUTHORITY

16.01. The City hereby represents and warrants to Licensee that the City has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

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

[signature pages follow]

ACCEPTED this the _____ day of _____, 20__.

THE CITY:
CITY OF MANOR

_____, City Manager

ATTEST:

By: _____

Name: Lluvia T. Almaraz

Title: City Secretary

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

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

Notary Public, State of Texas

LICENSEE:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, as _____ of _____, a _____, on behalf of said _____.

Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

Exhibit “A”
[attachment follows this page]



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 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 Manor Heights (Carillon) Subdivision Planned Unit Development (PUD) Amendment located at 13201 Old Kimbro Road, Manor, TX.

Applicant: Kimley Horn and Associates, Inc

Owner: RHOF, LLC

BACKGROUND/SUMMARY:

This amendment:

1. Adds 9.41 acres of C-2 commercial to a tract that fronts along Old Kimbro Road and connects to existing commercial along US 290. The area was left as undeveloped open space and not counted as parkland since there was a higher level of soil contamination from a prior use of property (gun range). The soil can be remediated to permit commercial uses, but not residential.
2. Updates the list of permitted uses in NB and C-2 to match current codes in regards to allowable uses, conditions on uses, specific use permits, and terminology/definitions.
3. Modifies tables to show increase in commercial acreages and decrease in open space acreages
4. Updates architectural standards to provide for double-height garages, but limits the number to 20% of homes in sections 2-1A and 2-1B. Total of 32 houses.

P&Z voted 6-0 to recommend approval. The first reading was approved by the City Council on September 20, 2023.

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

- Ordinance No. 721
- Letter of intent
- Amended PUD
- Mailing Labels and Notice

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the second and final reading of Ordinance No. 721 Amending Ordinance 534 to Modify the Planned Unit Development Land Use Plan for the Manor Heights Development; Rezoning From Planned Unit Development (PUD) to Planned Unit Development (PUD).

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

X

ORDINANCE NO. 721

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING ORDINANCE 534 TO MODIFY THE PLANNED UNIT DEVELOPMENT LAND USE PLAN FOR THE MANOR HEIGHTS DEVELOPMENT; REZONING FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (PUD); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Manor, Texas (the “City”) has initiated that the property described hereinafter in Exhibit “A” attached hereto and incorporated herein as if fully set forth (the “Property”) be rezoned from zoning district Planned Unit Development (PUD) to zoning district Planned Unit Development (PUD);

Whereas, Ordinance No. 534 was adopted by the City of Manor, Texas City Council (the “City Council”) on November 14, 2018;

Whereas, the City has initiated an amendment to Ordinance No. 534 in order to modify the Planned Unit Development Land Use Plan for the Manor Heights Subdivision Planned Unit Development;

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

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

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

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

Section 2. Amendment of Ordinance. Ordinance No. 534 is hereby modified and amended by replacing Exhibit “B” in its entirety and replacing with a new Exhibit “B” which is attached hereto and incorporated herein as if fully set forth as Exhibit “B” to include the modified Planned Unit Development Land Use Plan for the Manor Heights Planned Unit Development.

Section 3. Amendment of Conflicting Ordinances. Exhibit “B” of the City’s Ordinance No. 534 is hereby amended as provided in this Ordinance. 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 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. 721

PASSED AND APPROVED FIRST READING on this the 20th day of September 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

EXHIBIT “A”

Property Legal Description:

90.089 acres out of the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas and being the tracts of land conveyed to RHOF, LLC, a Texas Limited Liability Company, per deed recorded as document No.2017194263 of the official public records of Travis County, Texas

44.0347 acres of land located in the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas and being a portion of that certain called 180.83 acres of land conveyed to Alma Juanita Meier, as described in Volume 11376, Page 676, Official Public Records of Travis County, Texas

267.972 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456 AND THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING THE SAME 267.972 ACRE TRACT OF LAND CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, AS DESCRIBED IN DOCUMENT NUMBER 2016214460, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

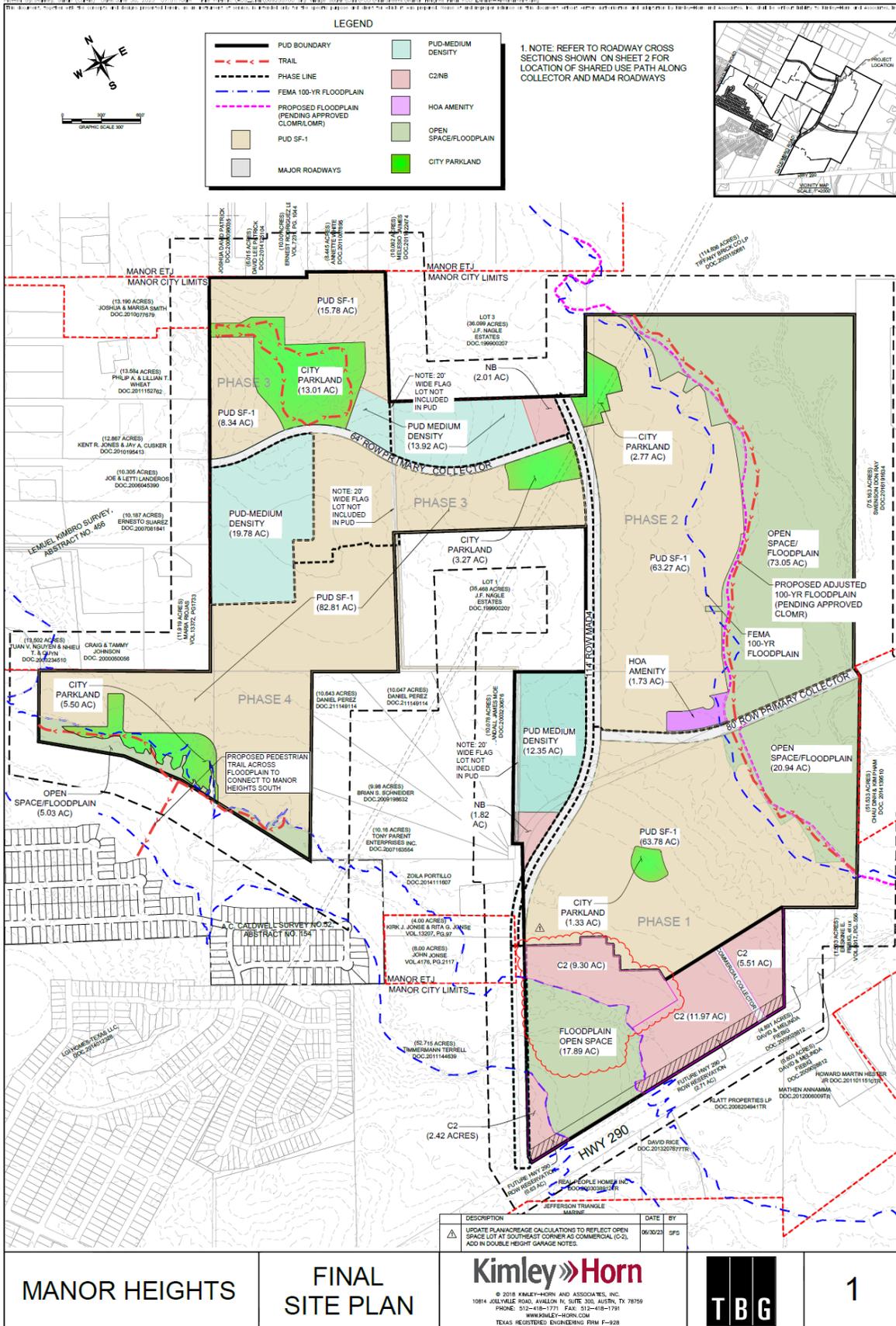
(35.626 AC) LOT 2, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, TOGETHER WITH A NON-EXCLUSIVE 60 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT AS CREATED AND MORE PARTICULARLY DESCRIBED IN THAT DECLARATION OF ACCESS AND PUBLIC UTILITY EASEMENT RECORDED IN DOCUMENT NO. 1999058184, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, BEING THE SAME 35.626 ACRES CONVEYED TO SKY VILLAGE KIMBRO ESTATES, LLC, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

Westernmost 20 feet of LOT 3, J.F. NAGLE ESTATES, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 199900207, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

3.469 acres of land located in the Lemuel Kimbro Survey, Abstract Number 456, Travis County, Texas and being a portion of that certain tract of land conveyed to Sky Village Kimbro Estates, LLC, as recorded in 2017157471 of the official Records of Travis County, Texas

157.9603 acres out of the A.C. Caldwell survey No.52, Abstract 154 and the Lemuel Kimbro Survey No.64, Abstract 456, and being the tracts of land conveyed to Kimbro Road Estates, LP per deed recorded as document No.201780865 of the official public records of Travis County, Texas

EXHIBIT “B”
Planned Unit Development Land Use Plan
[attached]



Printed by: [unclear], Date: [unclear], Time: [unclear]. File Path: [unclear]

Document subject to the terms and conditions of the contract for professional services, including but not limited to the fact that the design is not to be used for any other project or purpose without the written consent of the design professional.

PUD DATA TABLES

1. APPROVED LAND USES

THE LAND USES SHOWN ON THE PLAN SHALL BE PERMITTED CHANGES TO THE LOCATION OF THE LAND USES SHOWN ON THE PLAN SHALL BE GRANTED BY THE PLANNING AND ZONING COMMISSION...

Table with columns: LAND USE, ORIGINAL PUD ACREAGE, AMENDMENT ACREAGE, TOTAL ACREAGE, PERCENTAGE OF TOTAL ACREAGE. Rows include Single Family Residential, PUD Medium Density, Highway Commercial, etc.

10. STREET UTILITIES

ESTIMATED LUES FOR PRELIMINARY ANALYSIS

Table with columns: LAND USE, ACRES, NO. LOTS, LUES. Rows include PUD SF-1, PUD Medium Density, C-2 and NB, etc.

PUD MEDIUM DENSITY (10% RESIDENTIAL, 20% OFFICE, 30% RETAIL, 15% OF LUE) - CITY PARKLAND (5 LUES)

NOTE: THESE VALUES ARE INTENDED FOR PRELIMINARY ANALYSIS ONLY AND MAY VARY FROM VALUES PROVIDED IN THE FINAL SITE DESIGN.

PERMITTED NEIGHBORHOOD BUSINESS (NB)

- Amusement (Indoor) P
Amusement (Outdoor) P
Art Gallery P
Art Workshop P
Business Support Services P
Child Care Center P
Club or Lounge P
Community Center P
Communication services or facilities P
Convenience Retail Services P
Financial Services P
Food Preparation P
Food Retail P
Fuel Station P
General Retail (General) P
General Retail (Specialty) P
Hospital Services P
Hotel P
Laundry Services (Self) P
Medical Clinic P
Office, Business P
Office, Medical P
Office, Professional P
Personal Improvement Services P
Personal Services P
Pet Store P
Printing and Publishing P
Product development services (General) P
Regional Airport P
Retail P
Retail Services (General) P
School, boarding P
School, business or trade P
School, college or university P
School, private or parochial P
School, public P
Veterinary services, small C
Wireless transmission facilities, attached C

PERMITTED MEDIUM COMMERCIAL (C2)

- Adult Day Care P
Alcoholic Beverage Establishment P
Amusement (Indoor) C
Amusement (Outdoor) C
Art Studio or Gallery P
Automobile Repair (Major) C
Automobile Repair (Minor) C
Automobile Washes C
Brewery, Micro P
Brewery, Large P
Business Support Services P
Child Care Center P
Club or Lounge P
Commercial Office/Street Parking C
Communication services or facilities P
Construction and Equipment Sales (Heavy) P
Convenience Retail Services P
Event Center P
Event Center P
Event Center P
Food Court Establishment C2
Food Preparation C
Food Retail C
Food Services C
Gasoline Station (Full Service) C2
Gasoline Station (Mini-Stop) C2
General Retail Sales (Convenience) P
General Retail Sales (General) P
Governmental facilities P
Hotel C
Hotel C
Liquor Sales P
Multi-Unit Residential C - See notes 23
Office, Government P
Office, Government P
Office, Government P
Office Accessory Parking P
Personal Improvement Services P
Personal Services P
Pet Store C
Printing and Publishing C
Restaurant - Office or Drive-through C
School, boarding P
School, business or trade P
School, college or university P
School, private or parochial P
School, public P
Smoke Shop or Tobacco Store P
Theater P
Utility Services, minor P
Veterinary services, large C
Veterinary services, small C
Wireless transmission facilities, attached C
Wireless transmission facilities, small C

PUD NOTES

- 1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 6 AND 18 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, WILL BE SUBMITTED WITH FOR REVIEW WITH THE CONSTRUCTION PLANS, ON A PER-FAIR BASIS.
4. SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 80% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES SHALL BE REPLACED AT THE RATIO DEFINED IN THE CITY SUBDIVISION ORDINANCE.
5. THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE LAND PLAN THAT ARE PERMITTED TO BE OF SUCH MINIMUM LOT AREA AND LOT WIDTH CATEGORY), HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS, AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
6. LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
7. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND PARALLEL TO CURVED STREET LINES.
8. 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 APPROVAL AND ACCEPTANCE OF THE FINAL PLAT. SIDEWALKS IN RESIDENTIAL AREAS NOT CONSTRUCTED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 10% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. THE CONSTRUCTION OF SIDEWALKS MAY EXCEED 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. 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. FAILURE TO PROVIDE SUFFICIENT BONDS OR COMPLETE THE SIDEWALKS IN RESIDENTIAL AREAS SHALL NOT QUALIFY THE CITY TO BUILD SIDEWALKS. THE CONSTRUCTION OF SIDEWALKS IN NON-RESIDENTIAL AREAS SHALL BE COMPLETED DURING SUBDIVISION CONSTRUCTION.
9. THE MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 420 SQUARE FEET WITH PUD SF-1 AND 300 SQUARE FEET WITH PUD-MEDIUM DENSITY.
10. LOT FRONTAGE WIDTH OF PUD SF-1 SHALL BE AS FOLLOWS:
10.1. ALL LOTS EXCEPT THOSE IN CUL-DE-SACS OR ALONG A CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 50 FEET.
10.2. LOTS ALONG CUL-DE-SACS AND CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 30 FEET AT THE RIGHT OF WAY, AND 30' WIDE FRONTAGE MEASURED AT THE PROPERTY EASEMENT LINE.
11. SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM SIDE SET BACK OF FIVE (5) FEET FOR EACH LOT.
12. SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM REAR SET BACK OF TEN (10) FEET FOR EACH LOT.
13. OFF-STREET PARKING SPACES AND LOADING FACILITIES FOR THE COMMERCIAL TRACTS HAVE BEEN CONTINGENT AND WILL MEET CITY OF MANOR'S PARKING CALCULATION TABLES REQUIREMENTS.
14. EXISTING SITE TOPOGRAPHY CONTAINS RELATIVELY FLAT SLOPED RANGING FROM 1% TO 5%. PROPOSED ROADWAY GRADIENTS WILL BE SUITABLE FOR EMERGENCY ACCESS AND WILL MEET CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL AND EMERGENCY SERVICE DISTRICT 12 REQUIREMENTS.
15. LANDSCAPING AND SCREENING WILL BE INTEGRATED INTO THE FINAL OVERALL SITE DESIGN AND WILL BE PROVIDED TO CREATE ADEQUATE BUFFERS TO SHELVE LIGHTS, NOISE, MOVEMENT OR ACTIVITIES FROM ADJACENT PROPERTIES.
16. NO DUPLEXES ARE ALLOWED IN THIS PUD.
17. THE DEVELOPER WILL BE IN ACCORDANCE WITH THE ENVIRONMENTAL ASSESSMENT FOR THE SITE.
18. MINIMUM ON-SITE PARKING REQUIREMENTS FOR PUD MEDIUM DENSITY SHALL BE TWO SPACES FOR EACH LIVING UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM ABOVE TWO PLUS 15% ADDITIONAL SPACES FOR VISITOR PARKING. TANGIBLE SPACES ARE ALLOWABLE. OFF-SITE PARKING TO MEET THE PARKING REQUIREMENT IS SUBJECT TO APPROVAL BY THE CITY DEVELOPMENT SERVICES DEPARTMENT.
19. ALL RESIDENTIAL HOMES WITHIN THIS PUD WILL FOLLOW THE DESIGN STANDARDS THAT ARE AGREED UPON BETWEEN THE DEVELOPER AND CITY OF MANOR.
20. THERE WILL BE A (4) FOUR HOUR MAXIMUM TIME LIMIT FOR THE PARKING ON RESIDENTIAL STREETS.
21. PUBLIC TRAILS SHOWN ALONG FLOODPLAIN, CITY PARKLAND, AND OPEN SPACE SHALL BE A MINIMUM OF 6 FEET AND SHALL BE COMPOSED OF A COMBINATION OF DISCOMPOSED GRANITE AND CONCRETE DEPENDING ON SITE CONDITIONS AT FINAL LANDSCAPING.
22. THE MINIMUM FRONT FACED MASONRY IS 30% MASONRY MUST BE STONE, BRICK, OR STUCCO.
23. HOUSE PLANS SUBMITTED TO THE CITY SHALL BE STAMPED OR INDICATED BY LETTERS OF TRANSMITTAL AND LANDSCAPING THAT THE ARCHITECTURAL REVIEW COMMITTEE (ARC) HAS REVIEWED AND APPROVED THE HOUSES AS COMING INTO CONFORMANCE WITH THE PUD ARCHITECTURAL DESIGN REQUIREMENTS FOR CITY REVIEW.
24. LOTS UNDER THE PUD MEDIUM DENSITY CATEGORY SHALL BE ALLEY LOADED WHEN THE PROPOSED FRONT YARD SETBACK IS 10 FEET OR MORE.
25. THE MIN-STOREHOUSE IS LIMITED TO THE MINIMUM LOT AREA AND CONDITIONS ESTABLISHED IN UDC 14.02.018 FOR THE USE. ADDITIONALLY, PORTION OF THE MIN-STOREHOUSE GARAGE USE SHALL BE LOCATED WITHIN 500-FEET OF U.S. HIGHWAY 290.
26. 20% OF THE HOMES LOCATED IN SECTIONS 21A AND 21B OF PHASE 1 OF THE PROJECT MAY INCLUDE THE "DOUBLE HEAVY GARAGE PLAN" AS SUCH PLAN IS GENERALLY ILLUSTRATED ON SHEET 4 OF THIS PUD.

2. MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS

Table with columns: LAND USE, FRONT YARD SETBACK (FT), SIDE YARD SETBACK (FT), REAR YARD SETBACK (FT), MINIMUM LOT AREA (SQ FT), MINIMUM LOT WIDTH (FT), MINIMUM LOT DEPTH (FT), MAXIMUM HEIGHT (FT). Rows include PUD SF-1, PUD Medium Density, C-2 and NB, City Parkland.

FOR LOTS WITH PROPOSED 10-FOOT FRONT YARD SETBACKS, ALLEYS ARE TO BE PROVIDED ALONG WITH FOR LOTS WITH 10-FOOT REAR YARD SETBACKS, A 20' FRONT YARD SETBACK MUST BE PROVIDED TO ACCOMMODATE FOR PARKING REQUIREMENTS.

3. LOT COVERAGE

Table with columns: LAND USE, MAIN BUILDINGS, MAIN AND ACCESSORY BUILDINGS. Rows include PUD SF-1, PUD Medium Density, C-2 and NB, City Parkland.

4. PARKING

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

Table with columns: LAND USE, NET LOT AREA. Rows include PUD SF-1, PUD Medium Density, C-2 and NB, Parkland.

NOTE: MINIMUM LANDSCAPING REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY, OR DWELLING, SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, ONE (1) TWO-GALLON SHRUBS AND LAWN GRASS FROM ALL SIDES OF THE STRUCTURE, TO THE FRONT, REAR, AND SIDE PROPERTY LINES. RESIDENTIAL STRUCTURES ON REVERSE FRONTAGE LOTS SHALL ALSO BE REQUIRED TO SCREEN THE REAR OF THE STRUCTURE FROM THE ADJUTING HIGHWAY, ACCESS ROAD, OR OTHER PUBLIC RIGHT-OF-WAYS.

LANDSCAPING PLACED WITHIN PUBLIC RIGHT-OF-WAY SHALL NOT BE CREDITED TO THE MINIMUM LANDSCAPING REQUIREMENTS BY THIS SECTION UNLESS THE DEVELOPER AND THE CITY NEGOTIATE A LICENSE AGREEMENT BY WHICH THE DEVELOPER ASSUMES THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL LANDSCAPING LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.

6. LOT MIX FOR SF-1 AREAS

THE FOLLOWING PERCENTAGE OF THE MIX LOT SHALL BE MET WITHIN SF-1 PUD AREAS WITHIN 4% +/-

Table with columns: LOT WIDTH, PERCENTAGE MIX. Rows include 50' WIDE, 55' WIDE, 60' WIDE.

7. MAXIMUM DENSITY

Table with columns: LAND USE, MINIMUM DENSITY, MAXIMUM DENSITY. Rows include PUD SF-1, PUD Medium Density, C-2 and NB.

8. PARKLAND

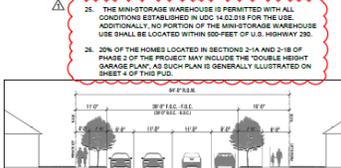
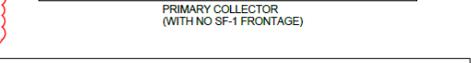
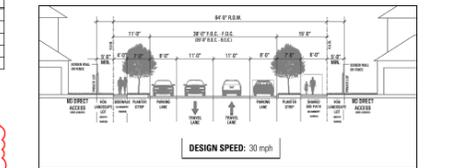
Table with columns: LAND USE, AREA (AC). Rows include TOTAL AREA OF DEVELOPMENT, REQUIRED PARKLAND (5% OF TOTAL AREA), PROPOSED PARKLAND OUTSIDE FLOODPLAIN, EXCESS OF REQUIRED PARKLAND.

9. TRAFFIC

ESTIMATED LAND USE TABLE FOR PRELIMINARY TRAFFIC IMPACT

Table with columns: Land Use Type, Square Feet or Units, % of Category, FAR. Rows include PUD SF-1, Restaurant (Commercial), Retail (Commercial), Self Storage (Commercial), PUD Medium Density, City Parkland.

NOTE: THESE VALUES ARE INTENDED FOR PRELIMINARY TRAFFIC GENERATION REPORTS ONLY AND MAY VARY FROM VALUES PROVIDED IN THE FINAL SITE DESIGN AND TRAFFIC IMPACT ANALYSIS.



APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS. DATED THIS ___ DAY OF ___, 20__.

THIS PLAN 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 MANOR.

DESCRIPTION: UPDATE PLAN/ACREAGE CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHWEST CORNER AS COMMERCIAL (C-2) ADD IN DOUBLE HEIGHT GARAGE NOTES. DATE: 06/30/23 BY: SFS

MANOR HEIGHTS PUD GUIDELINES & NOTES

Kimley Horn logo and contact information: 2018 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AUSTIN, TX 78759. PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928

TBG logo and number 2. STANDARD RESIDENTIAL ROADWAY SECTION. DESIGN SPEED: 25 mph.



Front Facades
Page 2

Front Facades are defined as residential elevations facing a street or park. Facades adjacent to a park with a wall or fence between the facade and park is not a front facade. Both street facing facades on corner lots are considered front facades and must be articulated, continue the siding material palette on both street-facing facades and incorporate architectural elements. The percentage of design elements, materials and detailing are not required to be consistent on both facades.

Streetage Variety. The same elevation can be repeated no more than every fourth lot. The same elevation cannot be placed on a lot directly across the street or diagonal from any other plan with the same elevation. No elevations may be repeated on a cul-de-sac having less than six (6) lots. No color palette may be repeated more than seven times on any block of more than 21 lots.

Variety of facade articulation. Front elevations shall have at least two different design features to break the wall plane. The following are examples of the types of design features that meet this requirement:

- Horizontal offsets, recesses or projections, breezeways, porte-cocheres, canopies, ornamental cornices, ornamental and bay windows, vertical "stepped" offsets, peaked roof forms, arches, architectural details such as tile work or moldings integrated into the facade, integrated planters or wing walls, accent materials, varied roof heights, or similar design features.

Front Facades should create visual interest through horizontal and vertical articulation of the building elevation. A variety of textured surfaces and natural materials may be used, particularly at the pedestrian eye-level, with windows and entrances that face the street. Blank walls should be minimized.



Front-loaded Garage - Flush with Facade
Page 3

Garage doors flush with the street-facing facade require design features on the facade that de-emphasizes the visual impact of the garage. At least one of the following is required on a flush garage:

- Integrated trim or banding around the garage door that matches the residential building
- Garage door relief detailing; windows are a preferred element
- An overhead eave or porte-cochere extended above the face of the garage door in front of the garage door face
- Decorative hardware such as hinges, handles, etc.



Front Entries
Page 4

On lots less than 55' in frontage, entries must be one-story scaled entries and either recessed or covered with a porch, canopy, or other shading device. A variety of front door types is required.

Articulated use of details and accent materials should be used at building entries to emphasize human-scale. Building entrances may be marked by porch elements, trellises, canopies, awnings or special roof treatments. Oversized and grandiose archways are discouraged.



Front-loaded Garage - Projecting
Page 5

Garages projecting in front of the street facing building facade may protrude in front of the building provided that design features are provided on all exposed garage facades to de-emphasize the visual impact of the garage. A projecting garage may be side loaded (garage doors perpendicular to the street). Some combination of the following is required on a projecting garage:

- Extend and integrate the building siding materials on the garage facades
- Integrated trim or banding around the garage door that matches the residential building
- Garage door windows
- Single garage doors
- An architectural roof above the garage, such as a gabled roof



Exteriors of Residential Buildings
Page 6

Materials. Exterior surface area (all stories) may consist of ledge stone, fieldstone, cast stone, cementitious-fiber planking and board and batten (not mesh), painted or tinted stucco and brick. Solid wood planking, decorative cementitious-fiber panels, galvanized metal and other durable materials may be used for accent features. The minimum front facade masonry is 30%, masonry must be stone, brick or stucco.

Detailing. Design elements and detailing, including the presence of windows and window treatments, trim detailing and exterior wall materials should be continued around the primary building; the percentage of design elements, materials and detailing may vary from facade to facade to encourage architectural variety and are not required to be consistent.

Residential buildings that back up to a collector street or higher street category shall be limited to one-story height to minimize the visual impact of rear facades being prominently viewed by the public.



Garage Door Articulation
Page 7

Stain or paint colors for garage doors shall be compatible with the color palette of the building facade siding or trim of the home to de-emphasize the garage door and emphasize the architectural building facade. Detailing and articulation of the garage doors is required.

General. Individual or two-car garage doors are permitted. The use of three garage doors is permitted provided at least one of the doors is offset two feet from the other doors. The driveway width at the curb line may be no wider than 17' or the width of a 2-door garage.



Front-loaded Garage - Living Area Forward
Page 8

A garage door recessed from the face of the front facade that emphasizes the living area of the home from the street is a permitted garage type.



Roofs and Overhead Structures
Page 18

Simple roof lines are encouraged and can be achieved by including hips, gables, projections (e.g. dormers) and roof form changes in keeping with a selected architectural style. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements.

Pitched roofs shall be clad in 25-year minimum composition shingles or low reflectivity coated metal roofing materials. The materials and colors of canopies, awnings and trellises should be compatible with the roof materials and complement and harmonize with the exterior design of the building.

An overhead eave or porte-cochere may extend above the face of the garage door in front of the garage door face. The overhead eave or the porte-cochere may extend five feet into the building setback line.

DESCRIPTION	DATE	BY
UPDATE PLAN/SCHEME CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (O-2). ADD IN DOUBLE HEIGHT GARAGE NOTES.	06/30/22	SFS

MANOR HEIGHTS

EXHIBIT B
PUD DESIGN
STANDARDS

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 GULFVIEW ROAD, KUILON N. SUITE 300, AUSTIN, TX 78758
PHONE: 512-416-1771 FAX: 512-416-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM E-928



3

 <p>MEDIUM DENSITY RESIDENTIAL</p> <p>All guidelines set forth in these Design Guidelines apply to this housing type. In addition, the following apply to Medium Density Residential buildings and site design:</p> <p>Architectural style A variety of quality and durable residential buildings within a condominium lot or small lot site must include a variety of architectural features and colors to establish an appealing streetscape character.</p> <p>Form and mass A single, large building mass should be avoided. Building designs should incorporate visually heavier and more massive elements, details or colors at the building base, and visually lighter elements, details or colors above the base. Groups of buildings must have variety of colors. Four-flat and Mansion Home buildings are permitted.</p> <p>Long walls and facades Up to six attached dwellings may be attached in a single row as a group.</p> <p>Windows and transparency All walls and elevations on all floors of attached residential buildings must include windows or doors with glass, except as appropriate to assure privacy for adjacent residents.</p> <p>Medium Density Residential Page 11</p>	<p>The PUD shall provide for a collection of privately owned, common open space lots set within the PUD and made available for residential use. Common open space will be designed to (i) serve the recreational needs of the residents (ii) provide places and opportunities for interaction within the community and (iii) provide opportunities for interaction with the natural environment.</p> <p>All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Home Owner Association (HOA) or other responsible entity. The HOA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.</p> <p>Any lot designated as common open space shall consist of at least six thousand (6,000) square feet. The area of the common open space lot shall be measured and calculated to the property line of the lot.</p> <p>Parking for common open space uses within the PUD may be provided with adjacent on-street parking. Off-street parking may also be provided within a common open space lot, at the option of the Developer.</p> <p>Common Open Space Page 13</p>									
 <p>Building roofs On buildings with pitched roofs, the minimum roof pitch is 6:12 on the main structure. On buildings where flat roofs are the predominant roof type, parapet walls should be provided.</p> <p>Mechanical equipment screening Roof-top mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited. Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping. Mechanical equipment must be located where their acoustics will minimize disruption to abutting residential dwelling units.</p> <p>Solar panels and rain collection devices are exempt from mechanical equipment screening standards.</p> <p>Medium Density Residential Page 12</p>	<p>A Master Homeowner Association shall be created and maintained for the community, empowered to govern and establish design guidelines, review architectural and landscape designs and enforce regulations and design guidelines. These regulations and guidelines will provide practical design direction which will create a special residential community environment that is consistent with these architectural design guidelines.</p> <p>Each new residential unit in Manor Heights will be subject to design criteria that will be detailed in design guidelines as referenced in the Declaration of Covenants, Conditions, and Restrictions (CCRs) to be established by Owner and enforced by the Architectural Review Committee (ARC) which will be created pursuant to the CCRs.</p> <p>House plans submitted to The City shall be stamped or indicated by letter of transmittal (or similar language) that architectural review committee (ARC) has reviewed and approved the house plans as complying with the PUD Design Requirements for City Review.</p> <p>Design Review and Enforcement Page 14</p>									
 <p>DOUBLE HEIGHT GARAGES (PHASE 2 ONLY) (SEE PUD NOTE 26)</p>  <p>DOUBLE HEIGHT GARAGES (PHASE 2 ONLY) (SEE PUD NOTE 26)</p>										
<p>MANOR HEIGHTS</p>	<p>EXHIBIT B PUD DESIGN STANDARDS</p>	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>UPDATE PLANNING CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2). ADD IN DOUBLE HEIGHT GARAGE NOTES.</td> <td>06/30/23</td> <td>SFS</td> </tr> </tbody> </table> <p>Kimley»Horn</p> <p>© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 10814 GILLYMILE ROAD, WILLOW PARK, SUITE 300, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM E-928</p>	DESCRIPTION	DATE	BY	UPDATE PLANNING CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2). ADD IN DOUBLE HEIGHT GARAGE NOTES.	06/30/23	SFS		<p>4</p>
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December 15, 2022

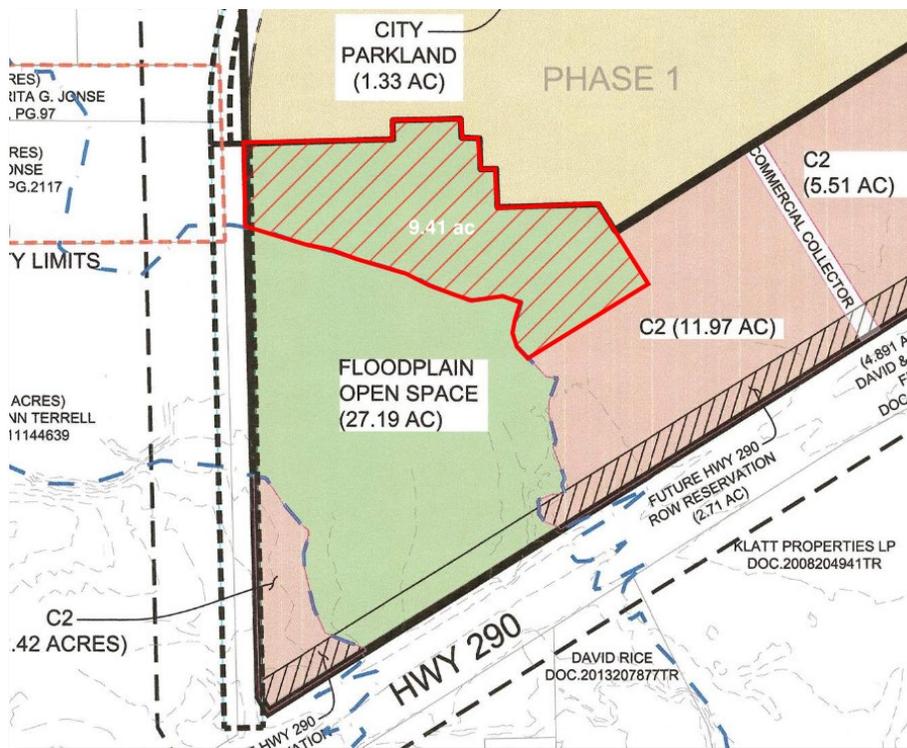
City of Manor
Attn: Scott Dunlop
105 E. Eggleston St.
Manor, Texas 78653

Re: Application for to amend the Manor Heights PUD to amend the base zoning on an approximately 9.41 acre portion of the PUD generally located at 13201 Old Kimbro Road (TCAD 236952)

To Whom It May Concern:

Please accept this Summary Letter for the above-referenced project. The Property to be rezoning is located at 13201 Old Kimbro Road in Manor, Travis County, Texas.

The proposed amendment intends to modify the base zoning of an approximately 9.41-acre parcel within the PUD from Floodplain/Open Space designation to Highway Commercial (C-2). Also, proposed are updates to the permitted use table to match the current UDC and modify the table to allow mini-storage warehouse as a permitted use with certain conditions.



As part of the PUD amendment, the uses in the respective zoning districts were modified to remove certain uses, add certain uses, or update to add uses that would comply with the current zoning district. Below, a table outlines the uses in each zoning district and what changes were made.

Modified C-2

Land Use	Status
Adult Day Care new use	Updated to match current C-2 zoning district
Alcoholic Beverage Establishment	Updated to match current C-2 zoning district
Amusement (indoor) (C)	Updated to match current C-2 zoning district
Amusement (outdoor) (C)	Updated to match current C-2 zoning district
Antique Shop new use	Updated to match current C-2 zoning district
Art Gallery	No change
Art Workshop	No change
Auto rental (C)	Conditional in current C-2 zoning district
Automobile repair minor (C)	Conditional in current C-2 zoning district
Automobile repair, major (C)	Updated to match current C-2 zoning district
Automobile sales (C)	Conditional in current C-2 zoning district
Automobile washing (C)	Conditional in current C-2 zoning district
Aviation services remove	Removed
Bail bond remove – Included in Financial Services, alternative	Removed (included in an updated land use category)
Brewery, micro new use	Updated to match current C-2 zoning district
Brewpub new use	Updated to match current C-2 zoning district
Business support services	Updated to match current C-2 zoning district
Building maintenance Services remove – Included in Business Support Services	Removed (included in an updated land use category)
Business and trade schools remove – Included in School, business or trade	Removed (included in an updated land use category)
Camp remove	Removed
Campground remove	Removed
Carriage stable remove	Removed
Cemetery remove	Removed

Child Care Center	Updated to match current C-2 zoning district
Club or Lodge	No change
College or University remove – Included in School, college or university	Removed (included in an updated land use category)
Commercial Blood Plasma (C) remove	Removed
Commercial off Street parking remove	Removed
Commercial service facilities remove – Included in Commercial Services or Facilities	Removed (included in an updated land use category)
Commercial services or facilities	Updated to match current C-2 zoning district
Communication Services remove	Removed
Community Events remove – Included in Event Center	Removed (included in an updated land use category)
Community Recreation remove – Undefined term, included in Amusement Indoor, Event Center	Removed (included in an updated land use category)
Construction and equipment sales (minor)	Updated to match current C-2 zoning district
Construction Sales and Services remove – Included in Construction and Equipment Sales (minor)	Removed (included in an updated land use category)
Consumer repair services	No change
Convenience Storage remove	Removed
Counseling Services remove	Removed
Day Care Services remove – Included in Child Care Center	Removed (included in an updated land use category)
Distillery, micro new use	Updated to match current C-2 zoning district
Employee Recreation remove - Undefined term, included in Amusement Indoor, Event Center	Removed (included in an updated land use category)
Event Center new use	Updated to match current C-2 zoning district
Financial Services (C)	Conditional in current C-2 zoning district
Financial Services, alternative (C)	Updated to match current C-2 zoning district
Florist (C)	Conditional in current C-2 zoning district
Food Court Establishment remove	Removed
Food preparation (C)	Conditional in current C-2 Zoning district
Food sales (C)	Conditional in current C-2 zoning district
Funeral services (C)	Conditional in current C-2 zoning district

Game Rooms (C/S)	C/S in current C-2 zoning district
Garden Center (C)	Updated to match current C-2 zoning district
Gasoline Station (limited) (C/S)	Updated to match current C-2 zoning district
General Retail sales (convenience)	Updated to match current C-2 zoning district
General Retail sales (general)	Updated to match current C-2 zoning district
Government Facilities	Updated to match current C-2 zoning district
Hotel & motel remove – Included in Hotel	Removed (included in an updated land use category)
Hotel (C)	Updated to match current C-2 zoning district
Indoor entertainment remove – Included in Amusement (indoor)	Removed (included in an updated land use category)
Indoor sports and recreation remove - Included in Amusement (indoor)	Removed (included in an updated land use category)
Kennels (C)	Conditional in current C-2 zoning district
Laundry Services	No change
Laundry Services (self)	Updated to match current C-2 zoning district
Liquor Sales	No change
Local utility services remove – Included in Utility Services, minor	Removed (included in an updated land use category)
Marina remove	Updated to match current C-2 zoning district
Mini-storage warehouse (C)*	Updated to match current C-2 zoning district
Monument retail sales remove – Included in General Retail Sales	Removed (included in an updated land use category)
Offices, government	Updated to match current C-2 zoning district
Off-site accessory parking	No change
Outdoor entertainment remove – Included in Amusement (outdoor)	Removed (included in an updated land use category)
Outdoor sports and recreation remove - Included in Amusement (outdoor)	Removed (included in an updated land use category)
Park and recreation facilities remove - Included in Amusement (outdoor)	Removed (included in an updated land use category)
Pawnshop (C)	No change
Personal Improvement Services	No change
Personal Services	No change
Pet Services remove – Included in Pet Store	Removed (included in an updated land use category)

Pet Store (C)	Updated to match current C-2 zoning district
Plant Nursery remove – Included in Garden Center	Removed (included in updated land use category)
Postal Facilities remove – Included in Government Facilities	Removed (included in updated land use category)
Printing and Publishing (C)	Conditional in current C-2 zoning district
Private primary and secondary education remove – Included in School, private or parochial	Removed (included in updated land use category)
Public primary and secondary education remove – Included in School, public	Removed (included in updated land use category)
Recreation equipment sales (C)	Conditional in current C-2 zoning district
Religious assembly	No change
Restaurant	No change
Restaurant drive-in or drive-through (C)	Conditional in current C-2 zoning district
Safety Services remove - Included in Government Facilities and Offices, government	Removed (included in updated land use category)
School, boarding new use	Updated to match current C-2 zoning district
School, business or trade	Updated to match current C-2 zoning district
School, college or university	Updated to match current C-2 zoning district
School, private or parochial	Updated to match current C-2 zoning district
School, public	Updated to match current C-2 zoning district
Semi-permanent food establishment (C)	Updated to match current C-2 zoning district
Service Station remove – Included Gas Station (limited)	Removed (included in updated land use category)
Smoke shop or tobacco store new use	Updated to match current C-2 zoning district
Theater	No change
Transportation terminal (C)	Updated to match current C-2 zoning district
Truck and trailer sales and rental (C)	Updated to match current C-2 zoning district
Transportation services remove	Removed
Utility Services, minor	Updated to match current C-2 zoning district
Veterinary Services, large (C)	Updated to match current C-2 zoning district

Veterinary Services, small (C)	Updated to match current C-2 zoning district
Wireless Transmission Facility, attached (C) new use	Updated to match current C-2 zoning district
Wireless Transmission Facility, stealth (C) new use	Updated to match current C-2 zoning district
All other civic remove - Included in Government Facilities and Offices, government	Removed (included in updated land use category)

If you have any questions or comments regarding this request, please contact me at 512-617-8504.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Ethan Harwell
Project Manager

December 15, 2022

Ethan Harwell
Kimley-Horn and Associates, Inc.
10814 Jollyville Road, Campus IV, Suite 200
Austin, TX 78759

Re: Agent Authorization – Application to Amend an approximately 9.41 ac portion of the Manor Heights PUD generally located at 13201 Old Kimbro Road.

Dear Mr. Harwell:

This letter shall serve as authorization for Kimley-Horn and Associates, Inc. to represent and act on behalf of RHOF LLC for the purpose of preparing and submitting all required applications associated with the rezoning application for the approximately 9.41 acre tract within the Manor Heights PUD generally located at 13201 Old Kimbro Road.

Please contact Jordan Litwiniak at 716-675-1200 if additional information is required.

Sincerely,



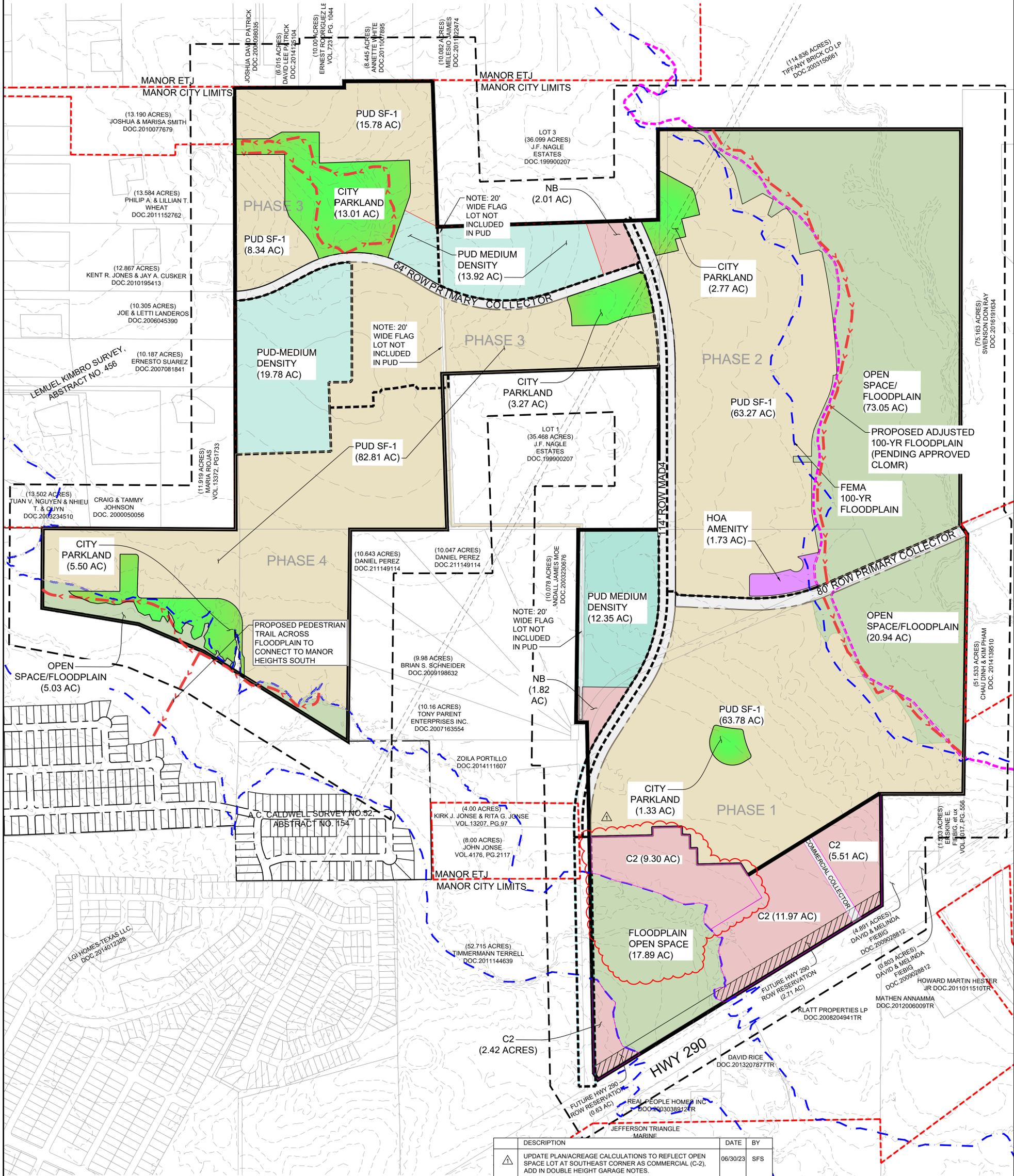
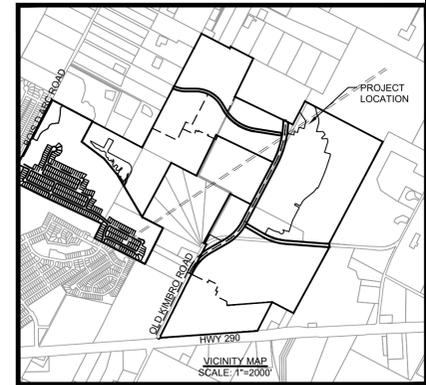
RHOF LLC
Name: Jordan Litwiniak
Title: Manager

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LEGEND

	PUD BOUNDARY		PUD-MEDIUM DENSITY
	TRAIL		C2/NB
	PHASE LINE		HOA AMENITY
	FEMA 100-YR FLOODPLAIN		OPEN SPACE/FLOODPLAIN
	PROPOSED FLOODPLAIN (PENDING APPROVED CLOMR/LOMR)		CITY PARKLAND
	PUD SF-1		
	MAJOR ROADWAYS		

1. NOTE: REFER TO ROADWAY CROSS SECTIONS SHOWN ON SHEET 2 FOR LOCATION OF SHARED USE PATH ALONG COLLECTOR AND MAD4 ROADWAYS



DESCRIPTION	DATE	BY
UPDATE PLAN/ACREAGE CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2), ADD IN DOUBLE HEIGHT GARAGE NOTES.	06/30/23	SFS

PUD NOTES

- AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
- AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 8 AND 18 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY DESIGNATED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
- THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, WILL BE SUBMITTED WITH FOR REVIEW WITH THE CONSTRUCTION PLANS, ON A PER PHASE BASIS.
- SIGNIFICANT COTTONWOOD, HACKBERRY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF 50% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIOS DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
- THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE LAND PLAN THAT ARE PERMITTED TO BE OF SUCH MINIMUM LOT AREA AND LOT WIDTH CATEGORY), HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS, AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
- LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
- SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND RADIAL TO CURVED STREET LINES.
- 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.
- THE MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 6,250 SQUARE FEET WITHIN PUD-SF-1, AND 3300 SQUARE FEET WITHIN PUD-MEDIUM DENSITY.
- LOT FRONTAGE WIDTHS OF PUD SF-1 SHALL BE AS FOLLOWS:
 - ALL LOTS EXCEPT THOSE IN CUL-DE-SACS OR ALONG A CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 50 FEET.
 - LOTS ALONG CUL-DE-SACS AND CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 30 FEET AT THE RIGHT OF WAY, AND 50' WIDE FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM SIDE SET BACK OF FIVE (5) FEET FOR EACH LOT.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM REAR SET BACK OF TEN (10) FEET FOR EACH LOT.
- OFF-STREET PARKING SPACES AND LOADING FACILITIES FOR THE COMMERCIAL TRACTS HAVE BEEN CONTEMPLATED AND WILL MEET CITY OF MANOR'S PARKING CALCULATION TABLES REQUIREMENTS.
- EXISTING SITE TOPOGRAPHY CONTAINS RELATIVELY FLAT SLOPES RANGING FROM 1% TO 5%. PROPOSED ROADWAY GRADES WILL BE SUITABLE FOR EMERGENCY ACCESS AND WILL MEET CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL AND EMERGENCY SERVICE DISTRICT 12 REQUIREMENTS.
- LANDSCAPING AND SCREENING WILL BE INTEGRATED INTO THE FINAL OVERALL SITE DESIGN AND WILL BE PROVIDED TO CREATE ADEQUATE BUFFERS TO SHIELD LIGHTS, NOISE, MOVEMENT OR ACTIVITIES FROM ADJACENT PROPERTIES.
- NO DUPLEXES ARE ALLOWED IN THIS PUD.
- THE DEVELOPMENT WILL BE IN ACCORDANCE WITH THE ENVIRONMENTAL ASSESSMENT FOR THE SITE.
- MINIMUM ON-SITE PARKING REQUIREMENTS FOR PUD MEDIUM DENSITIES SHALL BE TWO SPACES FOR EACH LIVING UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM ABOVE TWO PLUS 10% ADDITIONAL SPACES FOR VISITOR PARKING. TANDEM SPACES ARE ALLOWABLE. OFF-SITE PARKING TO MEET THIS PARKING REQUIREMENT IS SUBJECT TO APPROVAL BY THE CITY DEVELOPMENT SERVICES DEPARTMENT.
- ALL RESIDENTIAL HOMES WITHIN THIS PUD WILL FOLLOW THE DESIGN STANDARDS THAT ARE AGREED UPON BETWEEN THE DEVELOPER AND CITY OF MANOR.
- THERE WILL BE A (4) FOUR HOUR MAXIMUM TIME LIMIT FOR THE PARKING ON RESIDENTIAL STREETS.
- PUBLIC TRAILS SHOWN ALONG FLOODPLAIN, CITY PARKLAND, AND OPEN SPACE SHALL BE A MINIMUM OF 8' WIDE AND SHALL BE COMPOSED OF A COMBINATION OF DECOMPOSED GRANITE AND CONCRETE DEPENDING ON SITE CONDITIONS AT TRAIL LOCATIONS.
- THE MINIMUM FRONT FACADE MASONRY IS 30%, MASONRY MUST BE STONE, BRICK, OR STUCCO.
- HOUSE PLANS SUBMITTED TO THE CITY SHALL BE STAMPED OR INDICATED BY LETTER OF TRANSMITTAL (OR SIMILAR LANGUAGE) THAT THE ARCHITECTURAL REVIEW COMMITTEE (ARC) HAS REVIEWED AND APPROVED THE HOUSE PLANS AS COMPLYING WITH THE PUD ARCHITECTURAL DESIGN REQUIREMENTS FOR CITY REVIEW.
- LOTS UNDER THE PUD MEDIUM DENSITY CATEGORY SHALL BE ALLEY LOADED WHEN THE PROPOSED FRONT YARD SETBACK IS 10 FEET.
- THE MINI-STORAGE WAREHOUSE IS PERMITTED WITH ALL CONDITIONS ESTABLISHED IN UDC 14.02.018 FOR THE USE. ADDITIONALLY, NO PORTION OF THE MINI-STORAGE WAREHOUSE USE SHALL BE LOCATED WITHIN 500-FEET OF U.S. HIGHWAY 290.
- 20% OF THE HOMES LOCATED IN SECTIONS 2-1A AND 2-1B OF PHASE 2 OF THE PROJECT MAY INCLUDE THE "DOUBLE HEIGHT GARAGE PLAN", AS SUCH PLAN IS GENERALLY ILLUSTRATED ON SHEET 4 OF THIS PUD.

PUD DATA TABLES

1. APPROVED LAND USES

THE LAND USES SHOWN ON THE PLAN SHALL BE PERMITTED. CHANGES TO THE LOCATION OF THE LAND USES SHOWN ON THE PLAN SHALL BE GRANTED BY THE PLANNING AND ZONING COMMISSION IF: (A) THE PROPOSED LAND USES ARE CONSISTENT WITH THE FOLLOWING TABLE, OR (B) THE CHANGE IN LOCATION OF LAND USES DOES NOT RESULT IN A HIGHER DENSITY USE THAN THE USE SHOWN ON THE PLAN. ANY APPLICATION FOR A CHANGE IN LOCATION OF LAND USES IS DEEMED APPROVED IF THE PLANNING AND ZONING COMMISSION DOES NOT DISAPPROVE IT WITHIN 30 DAYS AFTER THE DATE THE APPLICATION IS FILED WITH THE CITY SECRETARY. IF THE PLANNING AND ZONING COMMISSION DISAPPROVES AN APPLICATION FOR A CHANGE OF LAND USES, THEN THE APPLICANT MAY APPEAL THAT DISAPPROVAL TO THE CITY COUNCIL. THE CITY COUNCIL WILL ACT ON THE APPEAL WITHIN 30 DAYS OF THE DATE THE APPEAL IS FILED WITH THE CITY SECRETARY.

LAND USE	ORIGINAL PUD ACREAGE	AMENDMENT	TOTAL ACREAGE	PERCENTAGE OF TOTAL ACREAGE
SINGLE-FAMILY RESIDENTIAL (PUD SF-1)	234.0	0.0	234.0	48.98%
PUD MEDIUM DENSITY	46.6	0.0	46.6	9.74%
HIGHWAY COMMERCIAL (C-2)	19.8	9.4	29.2	6.11%
NEIGHBORHOOD BUSINESS (NB)	3.9	0.0	3.9	0.82%
HOA AMENITY	1.7	0.0	1.7	0.36%
CITY PARKLAND	25.9	0.0	25.9	5.42%
FLOODPLAIN OPEN SPACE	126.2	-9.4	116.8	24.45%
MAJOR ROADWAYS	19.7	0.0	19.7	4.12%
TOTAL	477.8	0.0	477.8	100%

2. MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS

LAND USE	FRONT YARD SETBACK (FT)	SIDE YARD SETBACK (FT)	STREET SIDE YARD SETBACK (FT)	REAR YARD SETBACK (FT)	MINIMUM LOT SIZE (SF)	MINIMUM LOT WIDTH (FT)	MAXIMUM HEIGHT LIMIT (FT)
PUD SF-1	20	5	15	10	6,250	50	35
PUD MEDIUM DENSITY	*10 OR 20	5	15	* 20 OR 10	3,300	30	35
C-2 AND NB	25	7	15	15	7,500	50	60

* FOR LOTS WITH PROPOSED 10-FOOT FRONT YARD SETBACKS, ALLEYS ARE TO BE PROVIDED ALONG WITH REQUIRED 20' REAR YARD SETBACK TO ACCOMMODATE FOR PARKING REQUIREMENTS. FOR LOTS WITH 10-FOOT REAR YARD SETBACKS, A 20' FRONT YARD SETBACK MUST BE PROVIDED TO ACCOMMODATE FOR PARKING REQUIREMENTS

3. LOT COVERAGE

LAND USE	MAIN BUILDINGS	MAIN AND ACCESSORY BUILDINGS
PUD SF-1	50%	60%
PUD MEDIUM DENSITY	55%	65%
C-2 AND NB	60%	70%
CITY PARKLAND	50%	60%

4. PARKING

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
PUD SF-1	SEE NOTE
PUD MEDIUM DENSITY	20%
C-2 AND NB	15%
PARKLAND	20%

NOTE: MINIMUM LANDSCAPE REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY, OR DWELLING, SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, SIX (6) TWO-GALLON SHRUBS AND LAWN GRASS FROM ALL SIDES OF THE STRUCTURE, TO THE FRONT, REAR, AND SIDE PROPERTY LINES. RESIDENTIAL STRUCTURES ON REVERSE FRONTAGE LOTS SHALL ALSO BE REQUIRED TO SCREEN THE REAR OF THE STRUCTURE FROM THE ADJUTING HIGHWAY, ACCESS ROAD, OR OTHER PUBLIC RIGHT-OF-WAYS.

LANDSCAPING PLACED WITHIN PUBLIC RIGHT-OF-WAY SHALL NOT BE CREDITED TO THE MINIMUM LANDSCAPE REQUIREMENTS BY THIS SECTION UNLESS THE DEVELOPER AND THE CITY NEGOTIATE A LICENSE AGREEMENT BY WHICH THE DEVELOPER ASSUMES THE RESPONSIBILITY FOR THE MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL LANDSCAPING LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.

6. LOT MIX FOR SF-1 PUD AREAS

THE FOLLOWING PERCENTAGE OF THE MIX LOT SHALL BE MET WITHIN SF-1 PUD AREAS WITHIN +/- 5%.

LOT WIDTH	PERCENTAGE MIX
50' WIDE	70%
55' WIDE	15%
60' WIDE	15%

7. MAXIMUM DENSITY

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	1500 SF (LIVING AREA)	-
PUD MEDIUM DENSITY	1 UNIT/ACRE	9 UNITS PER ACRE
C-2 AND NB	0.2 FAR	1.8 FAR

8. PARKLAND

PARKLAND	
LAND USE	AREA (AC)
TOTAL AREA OF DEVELOPMENT	477.75
REQUIRED PARKLAND (5% OF TOTAL AREA)	23.9
PROPOSED PARKLAND OUTSIDE FLOODPLAIN	25.9
*EXCESS OF REQUIRED PARKLAND	2.0

9. TRAFFIC

ESTIMATED LAND USE TABLE FOR PRELIMINARY TRAFFIC IMPACT

Land Use Type	Square Feet or Units	% of Category	FAR
PUD SF-1	935-995	100%	-
Restaurant (Commercial)	20,735	8%	0.2
Retail (Commercial)	154,564	61%	0.25
Self Storage (Commercial)	78,670	31%	0.2
PUD MEDIUM DENSITY	340-400	100%	-
CITY PARKLAND	N/A	100%	-

NOTE: THESE VALUES ARE INTENDED FOR PRELIMINARY TRIP GENERATION REPORTS ONLY AND MAY VARY FROM VALUES PROVIDED IN THE FINAL SITE DESIGN AND TRAFFIC IMPACT ANALYSIS.

10. WET UTILITIES

ESTIMATED LUE'S FOR PRELIMINARY ANALYSIS

SITE SUMMARY 477.8 ACRES			
LAND USE	ACRES	NO. LOTS	LUE'S
PUD SF-1	234.0	935-995	935-995
PUD MEDIUM DENSITY	46.6	340-400	238-280*
C-2 AND NB	33.1	N/A	250**
HOA AMENITY	1.7	-	5
CITY PARKLAND	25.9	-	6***
OPEN SPACE FLOODPLAIN	116.8	-	-
MAJOR ROADWAYS	19.7	-	-
TOTALS	477.8	-	1435-1536

* PUD MEDIUM DENSITY (9 UNITS/ACRE) (7 LUE/UNIT)
 ** COMMERCIAL : 10% RESTAURANT (200 SF/LUE), 90% RETAIL (1660 SF/LUE)
 *** CITY PARKLAND (6 LUE'S)

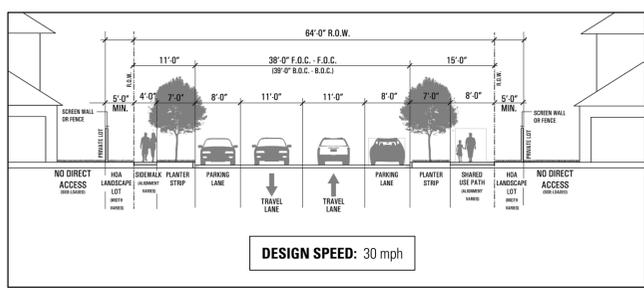
NOTE: THESE VALUES ARE INTENDED FOR PRELIMINARY ANALYSIS ONLY AND MAY VARY FROM VALUES PROVIDED IN THE FINAL SITE DESIGN.

PERMITTED NEIGHBORHOOD BUSINESS (NB)

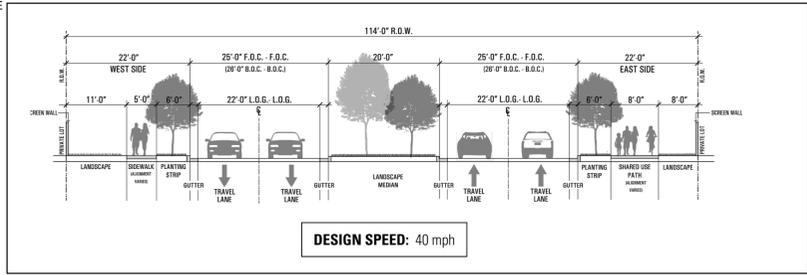
- Amusement (indoor) C
- Antique Shop P
- Art Gallery P
- Art Workshop P
- Business Support Services P
- Child Care Center P
- Club or Lounge P
- Community Garden C
- Communication services or facilities P
- Consumer Repair Services P
- Event Center C
- Financial Services C
- Florist C
- Food Preparation C
- Food Sales C
- Funeral Services C
- General Retail (convenience) P
- General Retail (General) P
- Government Facilities P
- Hospital Services P
- Hotel C
- Laundry Services (self) P
- Liquor Sales C
- Medical Clinic P
- Offices, government P
- Offices, medical P
- Offices, professional P
- Personal Improvement Services P
- Personal Services P
- Pet Store P
- Printing and Publishing C
- Product development services (general) P
- Religious Assembly P
- Restaurant P
- Research services (general) P
- School, boarding P
- School, business or trade P
- School, college or university P
- School, private or parochial P
- School, public P
- Veterinary Services, small C
- Wireless transmission facilities, attached C
- Wireless transmission facilities, stealth C

PERMITTED MEDIUM COMMERCIAL (C2)

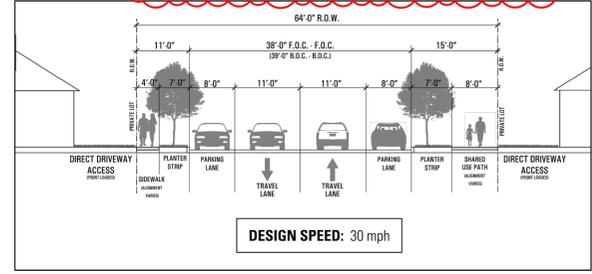
- Adult Day Care P
- Alcoholic Beverage Establishment P
- Amusement (Indoor) C
- Amusement (Outdoor) C
- Antique Shop P
- Art Studio or Gallery P
- Automobile Repair (major) C
- Automobile Repair (minor) C
- Automobile Washing C
- Brewery, micro P
- Brewpub P
- Business Support Services P
- Child Care Center P
- Club or Lodge P
- Commercial Off-Street Parking C
- Communication Services or Facilities P
- Construction and Equipment Sales (minor) P
- Consumer Repair Services P
- Distillery, micro P
- Event Center P
- Financial Services C
- Florist C
- Food Court Establishment C/S
- Food Preparation C
- Food Sales C
- Funeral Services C
- Garden Center C
- Gasoline Station (full service) C/S
- Gasoline Station (limited) C/S
- General Retail Sales (convenience) P
- General Retail Sales (General) P
- Governmental Facilities P
- Hotel C
- Kennel C
- Liquor Sales P
- Mini-storage Warehouse C *See note 25
- Offices, Government P
- Offices, Showroom P
- Off-site Accessory Parking P
- Personal Improvement Services P
- Personal Services P
- Pet Store C
- Printing and Publishing C
- Religious Assembly P
- Restaurant P
- Restaurant-Drive-in or Drive-through C
- School, boarding P
- School, business or trade P
- School, college or university P
- School, private or parochial P
- School, public P
- Smoke shop or tobacco store P
- Theatre P
- Utility Services, minor P
- Veterinary Services, large C
- Veterinary Services, small C
- Wireless Transmission Facility, attached C
- Wireless Transmission Facility, stealth C



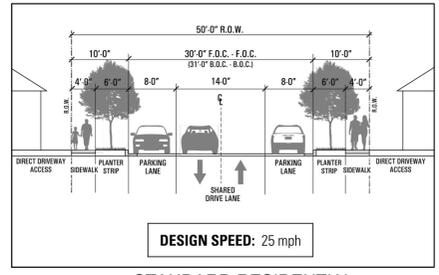
PRIMARY COLLECTOR (WITH NO SF-1 FRONTAGE)



DESIGN SPEED: 40 mph



PRIMARY COLLECTOR (WITH SF-1 FRONTAGE)



DESIGN SPEED: 25 mph

APPROVAL AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL FOR THE CITY OF MANOR, TEXAS.
 DATED THIS ___ DAY OF _____, 20__
 BY: HONORABLE MAYOR RITA G. JONSE
 MAYOR OF THE CITY OF MANOR, TEXAS

THIS PLAN 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: WILLIAM MYERS, CHAIRPERSON

MAD 4 DESIGN

DESCRIPTION	DATE	BY
UPDATE PLAN/CREAGRE CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2), ADD IN DOUBLE HEIGHT GARAGE NOTES.	06/30/23	SFS



Front Facades are defined as residential elevations facing a street or park. Facades adjacent to a park with a wall or fence between the façade and park is not a front façade. Both street facing facades on corner lots are considered front facades and must be articulated; continue the siding material palette on both street-facing facades and incorporate architectural elements. The percentage of design elements, materials and detailing are not required to be consistent on both facades.

Streetscape Variety. The same elevation cannot be placed on a Lot directly across the street or diagonal from any other plan with the same elevation. No elevations may be repeated on a cul-de-sac having less than six (6) Lots. No color palette may be repeated more than seven times on any block of more than 21 lots.

Variety of facade articulation. Front elevations shall have at least two different design features to break the wall plane. The following are examples of the types of design features that meet this requirement:

- Horizontal offsets, recesses or projections, breezeways, porte-cocheres, canopies, ornamental cornices, ornamental and bay windows, vertical "elevation" off-sets, peaked roof forms, arches, architectural details such as tile work or moldings integrated into the façade, integrated planters or wing walls, accent materials, varied roof heights, or similar design features

Front Facades should create visual interest through horizontal and vertical articulation of the building elevation. A variety of textured surfaces and natural materials may be used, particularly at the pedestrian eye-level, with windows and entrances that face the street. Blank walls should be minimized.



Front Facades

1 August 2018

Page 3



Garage doors flush with the street-facing façade require design features on the façade that de-emphasizes the visual impact of the garage. At least one of the following is required on a flush garage:

- Integrated trim or banding around the garage door that matches the residential building
- Garage door relief detailing; windows are a preferred element
- An overhead cave or porte-cochere extended above the face of the garage door in front of the garage door face
- Decorative hardware such as hinges, handles, etc.

Front-loaded Garage - Flush with Facade

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On lots less than 55' in frontage, entries must be one-story sealed entries and either recessed or covered with a porch, canopy, or other shading device. A variety of front door types is required.

Articulated use of details and accent materials should be used at building entries to emphasize human-scale. Building entrances may be marked by porch elements, trellises, canopies, awnings or special roof treatments. Oversized and grandiose archways are discouraged.

Front Entries

1 August 2018

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Garages projecting in front of the street facing building façade may protrude in front of the building provided that design features are provided on all exposed garage facades to de-emphasize the visual impact of the garage. A projecting garage may be side loaded (garage doors perpendicular to the street). Some combination of the following is required on a projecting garage:

- Extend and integrate the building siding materials on the garage façades
- Integrated trim or banding around the garage door that matches the residential building
- Garage door windows
- Single garage doors
- An architectural roof above the garage, such as a gabled roof

Front-loaded Garage - Projecting

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Materials. Exterior surface area (all stories) may consist of ledge stone, fieldstone, cast stone, cementitious-fiber planking and board and batten (not panels), painted or tinted stucco and brick. Solid wood planking, decorative cementitious-fiber panels, galvanized metal and other durable materials may be used for accent features. The minimum front facade masonry is 30%, masonry must be stone, brick or stucco.

Detailing. Design elements and detailing, including the presence of windows and window treatments, trim detailing and exterior wall materials should be continued around the primary building; the percentage of design elements, materials and detailing may vary from façade to façade to encourage architectural variety and are not required to be consistent.

Residential buildings that back up to a collector street or higher street category shall be limited to one-story height to minimize the visual impact of rear facades being prominently viewed by the public.

Exteriors of Residential Buildings

1 August 2018

Page 5



Stain or paint colors for garage doors shall be compatible with the color palette of the building façade siding or trim of the home to deemphasize the garage door and emphasize the architectural building façade. Detailing and articulation of the garage doors is required.

General. Individual or two-car garage doors are permitted. The use of three garage doors is permitted provided at least one of the doors is offset two feet from the other doors. The driveway width at the curb line may be no wider than 17' or the width of a 2-door garage.

Garage Door Articulation

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A garage door recessed from the face of the front façade that emphasizes the living area of the home from the street is a permitted garage type.

Front-loaded Garage - Living Area Forward

1 August 2018

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Simple roof lines are encouraged and can be achieved by including hips, gables, projections (e.g. dormers) and roof form changes in keeping with a selected architectural style. On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements.

Pitched roofs shall be clad in 25-year minimum composition shingles or low reflectivity coated metal roofing materials. The materials and colors of canopies, awnings and trellises should be compatible with the roof materials and complement and harmonize with the exterior design of the building.

An overhead cave or porte-cochere may extend above the face of the garage door in front of the garage door face. The overhead cave or the porte-cochere may extend five feet into the building setback line.

Roofs and Overhead Structures

1 August 2018

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DESCRIPTION	DATE	BY
△ UPDATE PLAN/ACREAGE CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2), ADD IN DOUBLE HEIGHT GARAGE NOTES.	06/30/23	SFS

MANOR HEIGHTS

EXHIBIT B
PUD DESIGN
STANDARDS

Kimley»Horn

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TEXAS REGISTERED ENGINEERING FIRM F-928

T B G

3



MEDIUM DENSITY RESIDENTIAL

All guidelines set forth in in these Design Guidelines apply to this housing type. In addition, the following apply to Medium Density Residential buildings and site design:

Architectural style

A variety of quality and durable residential buildings within a condominium lot or small lot site must include a variety of architectural features and colors to establish an appealing streetscape character.

Form and mass

A single, large building mass should be avoided. Building designs should incorporate visually heavier and more massive elements, details or colors at the building base, and visually lighter elements, details or colors above the base. Groups of buildings must have variety of colors. Four-flat and Mansion Home buildings are permitted.

Long walls and facades

Up to six attached dwellings may be attached in a single row as a group.

Windows and transparency

All walls and elevations on all floors of attached residential buildings must include windows or doors with glass, except as appropriate to assure privacy for adjacent residents.



Medium Density Residential

1 August 2018

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The PUD shall provide for a collection of privately owned, common open space lots set within the PUD and made available for residential use. Common open space will be designed to (i) serve the recreational needs of the residents (ii) provide places and opportunities for interaction within the community and (iii) provide opportunities for interaction with the natural environment.

All private open space and structures thereon shall be conveyed to and permanently owned and maintained by a Home Owner Association (HOA) or other responsible entity. The HOA may adopt rules and regulations regarding access, permitted uses, security (policing) and maintenance responsibilities for the open spaces.

Any lot designated as common open space shall consist of at least six thousand (6,000) square feet. The area of the common open space lot shall be measured and calculated to the property line of the lot.

Parking for common open space uses within the PUD may be provided with adjacent on-street parking. Off-street parking may also be provided within a common open space lot, at the option of the Developer.

Common Open Space

1 August 2018

Page 13



Building roofs

On buildings with pitched roofs, the minimum roof pitch is 6:12 on the main structure. On buildings where flat roofs are the predominant roof type, parapet walls should be provided.

Mechanical equipment screening

Rooftop mechanical equipment must be hidden or screened with architecturally integral elements at least as high as the equipment to be screened. Makeshift equipment screens, such as wooden or plastic fences, are prohibited. Ground mounted mechanical equipment must be hidden or screened with architecturally integral wing walls and/or landscaping. Mechanical equipment must be located where their acoustics will minimize disruption to abutting residential dwelling units.

Solar panels and rain collection devices are exempt from mechanical equipment screening standards.



Medium Density Residential

1 August 2018

Page 12

A Master Homeowner Association shall be created and maintained for the community, empowered to govern and establish design guidelines, review architectural and landscape designs and enforce regulations and design guidelines. These regulations and guidelines will provide practical design direction which will create a special residential community environment that is consistent with these architectural design guidelines.

Each new residential unit in Manor Heights will be subject to design criteria that will be detailed in design guidelines as referenced in the Declaration of Covenants, Conditions, and Restrictions (CCRs) to be established by Owner and enforced by the Architectural Review Committee (ARC) which will be created pursuant to the CCRs.

House plans submitted to The City shall be stamped or indicated by letter of transmittal (or similar language) that architectural review committee (ARC) has reviewed and approved the house plans as complying with the PUD Design Requirements for City Review.

Design Review and Enforcement

1 August 2018

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DOUBLE HEIGHT GARAGES (PHASE 2 ONLY) (SEE PUD NOTE 26)



DOUBLE HEIGHT GARAGES (PHASE 2 ONLY) (SEE PUD NOTE 26)

DESCRIPTION	DATE	BY
UPDATE PLAN/ACREAGE CALCULATIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2), ADD IN DOUBLE HEIGHT GARAGE NOTES.	06/30/23	SFS



8/30/2023

City of Manor Development Services

Notification for a PUD Amendment

Project Name: Manor Heights PUD Amendment
 Case Number: 2022-P-1500-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Planned Unit Development (PUD) Amendment for the Manor Heights (Carillon) Subdivision, one thousand three-hundred and ninety-five (1,395) lots on 477.8 acres, more or less, and being located at 13201 Old Kimbro Rd., Manor, TX. The request will be posted on the agenda as follows:

Public Hearing: Conduct a public hearing on a Planned Unit Development (PUD) Amendment for the Manor Heights (Carillon) Subdivision located at 13201 Old Kimbro Rd., Manor, TX.

Applicant: Kimley Horn
Owner: RHOF LLC

The Planning and Zoning Commission will meet at 6:30PM on September 13, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The Manor City Council will meet at 7:00 PM on September 20, 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 PUD Amendment has been filed. Comments may be addressed to the email address or phone number above. Any communications received will be made available to the Commissioners during the discussion of this item.

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 (T) 512.272.5555 • (F) 512.272.8636 • WWW.CITYOFMANOR.ORG

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GEORGETOWN, TX 78628-6007

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ARLINGTON, TX 76006

DUQUE STATES LLC
2311 W HOWARD LN
AUSTIN, TX 78728



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the Fourth Amendment to the Manor Heights Development Agreement.

BACKGROUND/SUMMARY:

This 4th Amendment to the Manor Heights DA complements the Manor Heights PUD Amendment. That PUD Amendment increases the acreage of commercial land so this 4th Amendment updates the DA to reflect that. The provisions of this development agreement include:

1. Current commercial development standards are applied to the commercial tracts including architectural standards (including masonry), outdoor lighting, landscaping and screening, and parking standards.
2. Updates Exhibits A-2, B-2, E, and F to reflect the increase in commercial acreage in the PUD
3. Provides a limit on the number of “double height” garages that are permitted in Sections 2-1A and 2-1B to 20% of the homes (32 lots).
4. Updates the open space acreage in response to the increase in commercial acreage

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

- Development Agreement

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve the Fourth Amendment to the Manor Heights Development Agreement.

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

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
(Manor Heights)**

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Fourth Amendment**”) is dated effective _____, 2023 (the “**Fourth Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”), and FORESTAR (USA) REAL ESTATE GROUP, INC., a Texas corporation (the “**Developer**”). The City and Developer are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. Sky Village Kimbro Estates, LLC, a Texas limited liability company (“**Sky Village**”) and RHOF, LLC, a Texas limited liability company (“**RHOF**”) (collectively, the “**Original Developer**”) and the City previously entered into that certain Development Agreement dated effective November 7, 2018 (the “**Agreement**”), as was amended by that certain First Amendment to Development Agreement dated November 6, 2019 (the “**First Amendment**”), as further amended by that certain Second Amendment to Development Agreement dated October 21, 2020 (the “**Second Amendment**”), and as further amended by that certain Third Amendment to Development Agreement dated June 15, 2022 (the “**Third Amendment**”) for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas, as more particularly described in the Agreement.

B. Developer owns all the Property (as defined in the Agreement), save and except the Commercial Parcels (as defined in the First Amendment), which are owned by RHOF. RHOF is executing and acknowledging this Fourth Amendment as the owner of the Commercial Parcels.

C. The Original Developer assigned all of its rights under the Development Agreement to Developer.

D. A portion of the Commercial Parcels is being rezoned from open space to commercial use (as more particularly depicted and described on **Exhibit “A-2”** attached hereto), and the Developer, RHOF and City desire to update and amend the Agreement, as more particularly described below, to incorporate the current commercial requirements as to all Commercial Parcels for masonry, lighting, parking and landscaping as set forth in the City of Manor Codes of Ordinances.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Developer and RHOF hereby agree as follows:

1) Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Fourth Amendment to the same extent as if set forth herein in full.

2) Capitalized Terms. All capitalized terms in this Fourth Amendment shall have the same meanings as in the Agreement unless expressly provided otherwise herein.

3) Commercial Standards. Notwithstanding anything in the Agreement or this Fourth Amendment to the contrary, the following sections of the City of Manor Codes of Ordinances (the “Code”) shall apply to the Commercial Parcels: “Architectural Standards,” Chapter 14, Article 14.02, Division 6, of the Code, including masonry requirements; “Outdoor Lighting,” Article 15.05, of the Code; “Landscaping and Screening,” Article 15.03 of the Code; and “Parking Standards,” Article 15.02 of the Code (collectively, the “Commercial Standards”). For the avoidance of doubt, only the Commercial Parcels shall be required to comply with the above Commercial Standards.

4) Exhibit A-2: “Commercial Parcels”. **Exhibit “A-2”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “A-2”** attached hereto.

5) Exhibit B-1: “Master Development Plan”. **Exhibit “B-1”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “B-1”** attached hereto.

6) Exhibit E: “Code Modifications”. **Exhibit “E”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “E”** attached hereto.

7) Exhibit F: “Parkland”. **Exhibit “F”** to the Agreement is hereby deleted in its entirety and replaced with **Exhibit “F”** attached hereto.

8) Double Height Garage. The following is hereby added as a new Section 4.09 to the Agreement:

“Section 4.09 Double Height Garage. Notwithstanding anything in the Agreement or this Fourth Amendment to the contrary, the City hereby acknowledges and agrees that up to twenty percent (20%) of the homes (“Maximum Double Height Garage Component Amount”) located in Section 2-1A and 2-1B of Phase 2 of the Project may include the “Double Height Garage Plan”, as such plan is generally illustrated on **Exhibit “E”** attached hereto. Any requests exceeding the Maximum Double Height Garage Component Amount shall require an amendment to the Agreement and the PUD.”

9) Open Space. The phrase “*approximately 183.7 acres of open space (which open space acreage includes flood plain) for a total of 217.4 acres*” contained in Section 4.06 of the Development Agreement shall be amended and replaced with “*approximately 175.3 acres of open space (which open space acreage includes flood plain) for a total of 209 acres*”.

10) Ratification of Agreement/Conflict. All terms and conditions of the Agreement are hereby ratified and affirmed, as modified by this Fourth Amendment. To the extent there is any inconsistency between the Agreement and this Fourth Amendment, the provisions of this Fourth Amendment shall control.

11) No Waiver. The City's, RHOF's, and Developer's execution of this Fourth Amendment shall not (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.

12) Governing Law. This Fourth Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

13) Anti-Boycott Verification. To the extent this Fourth 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, Developer represents that neither 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 Fourth 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.

14) Iran, Sudan and Foreign Terrorist Organizations. To the extent this Fourth 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, Developer represents that Developer 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.

15) Anti-Boycott Verification – Energy Companies. The 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 Fourth 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).

16) Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Developer 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 Fourth 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.

17) Entire Agreement. The Parties hereto agree and understand that no oral agreements, or understandings, shall be binding, unless reduced to a writing which is signed by said Parties. The Parties hereto agree and understand that this Fourth Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

18) Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement.

[Signature pages follow]

EXECUTED in multiple originals, and in full force and effect as of the Fourth Amendment Effective Date.

CITY:

CITY OF MANOR, TEXAS,
a Texas home-rule municipal corporation

By: _____
Dr. Christopher Harvey, 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]

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, _____ of the FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

[Signatures Continue on next page]

ACKNOWLEDGED AND AGREED TO:

RHOF, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by _____, _____ of RHOF, LLC, a Texas limited liability company,
on behalf of said company.

(SEAL)

Notary Public, State of _____

EXHIBIT E CODE MODIFICATIONS

1. MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS

LAND USE	FRONT YARD SETBACK (FT)	REAR YARD SETBACK (FT)	STREET SIDE YARD SETBACK (FT)	MINIMUM LOT AREA (SQ FT)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MINIMUM HEIGHT (FT)
PUD SF-1	10	10	10	5,000	30	30	10
PUD MEDIUM DENSITY	10	10	10	5,000	30	30	10
C-1, C-2, OG, NB	10	10	10	5,000	30	30	10
CITY PARKLAND	10	10	10	5,000	30	30	10

* FOR LOTS WITH PROPOSED 10-FOOT FRONT YARD SETBACKS, ALLEYS ARE TO BE PROVIDED ALONG WITH REAR YARD SETBACK TO ACCOMMODATE FOR PARKING REQUIREMENTS. FOR LOTS WITH 10-FOOT REAR YARD SETBACKS, A 20' FRONT YARD SETBACK MUST BE PROVIDED TO ACCOMMODATE FOR PARKING REQUIREMENTS.

2. LOT COVERAGE

LAND USE	MAIN BUILDINGS	MAIN AND ACCESSORY BUILDINGS
PUD SF-1	50%	60%
PUD MEDIUM DENSITY	55%	65%
C-1, C-2, OG, NB	60%	70%
CITY PARKLAND	50%	60%

3. 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
PUD SF-1	SEE NOTE
PUD MEDIUM DENSITY	20%
C-1, C-2, OG, NB	15%
PARKLAND	20%

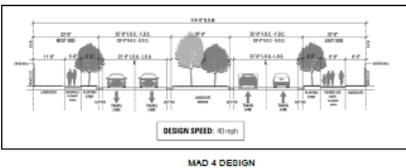
4. MAXIMUM DENSITY

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	1000 SF (LIVING AREA)	-
PUD MEDIUM DENSITY	1 UNIT/ACRE	9 UNITS PER ACRE
C-1 AND NB	0.2 FAR	1.8 FAR

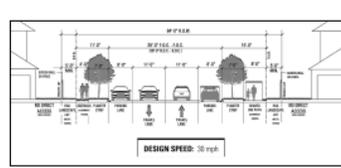


NOTES

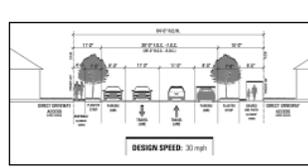
- AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAN PHASE OTHER THAN A 1:500 SCALE.
- AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFY THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 10 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 4 AND 10 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION AND THE NUMBER OF SIGNIFICANT TREES IN EACH CATEGORY IDENTIFIED TO BE REMOVED DURING CONSTRUCTION SHALL BE SUBMITTED WITH CONSTRUCTION PLANS.
- THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, WILL BE SUBMITTED TO THE CITY ENGINEER WITH THE CONSTRUCTION PLANS ON A PER-PHASE BASIS.
- SIGNIFICANT COTTONWOOD, MADRONY OR MESQUITE TREES REMOVED SHALL BE REPLACED AT A RATE OF TEN NEW CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIO SPECIFIED IN THE CITY'S SIGNIFICANT TREES ORDINANCE.
- THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE LAND PLAN THAT ARE IDENTIFIED TO BE OF EACH MINIMUM LOT AREA AND LOT WIDTH CATEGORY) HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE MET BOTH BY THE MINIMUM DEVELOPMENT AREA IF PROVIDED FOR LOTS WITHIN THE LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE AERIAL PHOTOGRAPH FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
- LOTS SHALL NOT BE REQUIRED TO FACE A BARRIAR LOT ACROSS THE STREET.
- SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND MAJOR TO CURVED STREET LINES.
- THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS MUST NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAN, BUT MUST BE COMPLETED PRIOR TO THE BEGINNING OF CONSTRUCTION OR OCCUPANCY OR WITHIN 180 DAYS FROM THE APPROVAL OF THE FINAL PLAN. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAN SHALL BE PROVIDED AND BOUND FOR THE CITY. THE CITY SHALL BE ADVISED WITHIN 30 DAYS OF THE DATE OF THE APPROVAL AND CITY MAY WITHDRAW THE CONSTRUCTION OF ANY SIDEWALKS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE COMPLETION OF THE SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED BY THE END OF THE 180 DAY PERIOD SHALL BE COMPLETED BY THE DEVELOPER BY THE CITY WITHIN THE PREVIOUS FAILURE TO PROVIDE SUFFICIENT BOND 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 SIDEWALK CONSTRUCTION.
- THE MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 4,000 SQUARE FEET WITHIN PUD-SF-1, AND 3,000 SQUARE FEET WITHIN PUD-MEDIUM DENSITY.
- LOT FRONTAGE WIDTHS OF PUD-SF-1 SHALL BE AS FOLLOWS:
 - ALL LOTS EXCEPT THOSE IN CUL-DE-SACS OR ALONG A CURVED ALIGNMENT TO HAVE A MINIMUM FRONTAGE OF AT LEAST THIRTY FEET.
 - LOTS ALONG CUL-DE-SACS AND CURVED ROADWAYS TO HAVE A MINIMUM FRONTAGE OF 10 FEET OR MORE THAN IS SET BY THE RIGHT-OF-WAY AND 50 FEET WIDE FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM SIDE SET BACK OF FIVE (5) FEET FOR EACH LOT.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM REAR SET BACK OF TEN (10) FEET FOR EACH LOT.
- OFF-STREET PARKING SPACES AND LOADING FACILITIES FOR THE COMMERCIAL TRACTS HAVE BEEN CONSIDERED AND WILL MEET CITY OF MANOR'S PARKING CALCULATION TABLES REQUIREMENTS.
- EXISTING SITE TOPOGRAPHY CONTAINS RELATIVE PLANT SLOPES RANGING FROM 1% TO 2% AND SLOPES OF 2% OR GREATER WILL BE ASSESSED FOR EROSION CONTROL AND STABILIZATION. BEST CITY OF MANOR TRANSPORTATION CRITERIA MANUAL AND EMERGENCY SERVICES DISTRICT 10 FIELD MANUALS.
- LANDSCAPING AND SCREENING WILL BE INTEGRATED INTO THE FINAL DESIGN AND SCREENING WILL BE PROVIDED TO OBSCURE ADJACENT BUILDINGS TO ENHANCE HOME MOVEMENT OR ACTIVITIES FROM ADJACENT PROPERTIES.
- NO DUPLEXES ARE ALLOWED IN THIS PUD.
- THE DEVELOPMENT WILL BE IN ACCORDANCE WITH THE ENVIRONMENTAL ASSESSMENT FOR THE SITE.
- MINIMUM ON-SITE PARKING REQUIREMENTS FOR PUD MEDIUM DENSITY SHALL BE TWO SPACES FOR EACH SINGLE UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM ABOVE TWO PLUS TWO ADDITIONAL SPACES FOR VISITOR PARKING. TRUCKS SPACES ARE ALLOWABLE. OFF-SITE PARKING TO MEET THIS PARKING REQUIREMENT IS SUBJECT TO APPROVAL BY THE CITY DEVELOPMENT SERVICES DEPARTMENT.
- ALL RESIDENTIAL HOMES WITHIN THIS PUD WILL FOLLOW THE DESIGN STANDARDS THAT ARE ASSIGNED UPON BETWEEN THE DEVELOPER AND CITY OF MANOR.
- THERE WILL BE A 16 HOUR MAXIMUM TIME LIMIT FOR THE PARKING ON RESIDENTIAL STREETS.
- PUBLIC TRAILS BROWN ALONG FLOORPLAN CITY PARKLAND AND OPEN SPACE SHALL BE A MINIMUM OF 5 FEET AND SHALL BE CONSTRUCTED OF CONCRETE OR ASPHALT OR STONE AND CONCRETE DEPENDING ON SITE CONDITIONS AT TRAIL LOCATIONS.
- THE MINIMUM FRONT FACADE MASONRY IS 30% MASONRY MUST BE STONE BRICK OR REDUCED.
- HOUSE PLANS SUBMITTED TO THE CITY SHALL BE STAMPED OR INDICATED BY LETTER OF TRANSMITTAL (OR SIMILAR LANGUAGE) THAT THE ARCHITECTURAL REVIEW COMMITTEE (ARC) HAS REVIEWED AND APPROVED THE HOUSE PLANS AS COMPLYING WITH THE PUD ARCHITECTURAL DESIGN REQUIREMENTS FOR CITY REVIEW.
- LOTS UNDER THE PUD MEDIUM DENSITY CATEGORY SHALL BE ALLEY LOADED WHEN THE PROPOSED FRONT YARD SETBACK IS 10 FEET.
- THE MIN STORAGE WAREHOUSE IS PERMITTED WITH ALL CONDITIONS DETERMINED IN JOC 14.03.010 FOR THE USE. ADDITIONALLY, NO PORTION OF THE MIN STORAGE WAREHOUSE USE SHALL BE LOCATED WITHIN 250 FEET OF OLD HEMLOCK ROAD OR US HIGHWAY 286.



MAD 4 DESIGN



PRIMARY COLLECTOR (WITH NO SF-1 FRONTAGE)



PRIMARY COLLECTOR (WITH SF-1 FRONTAGE)

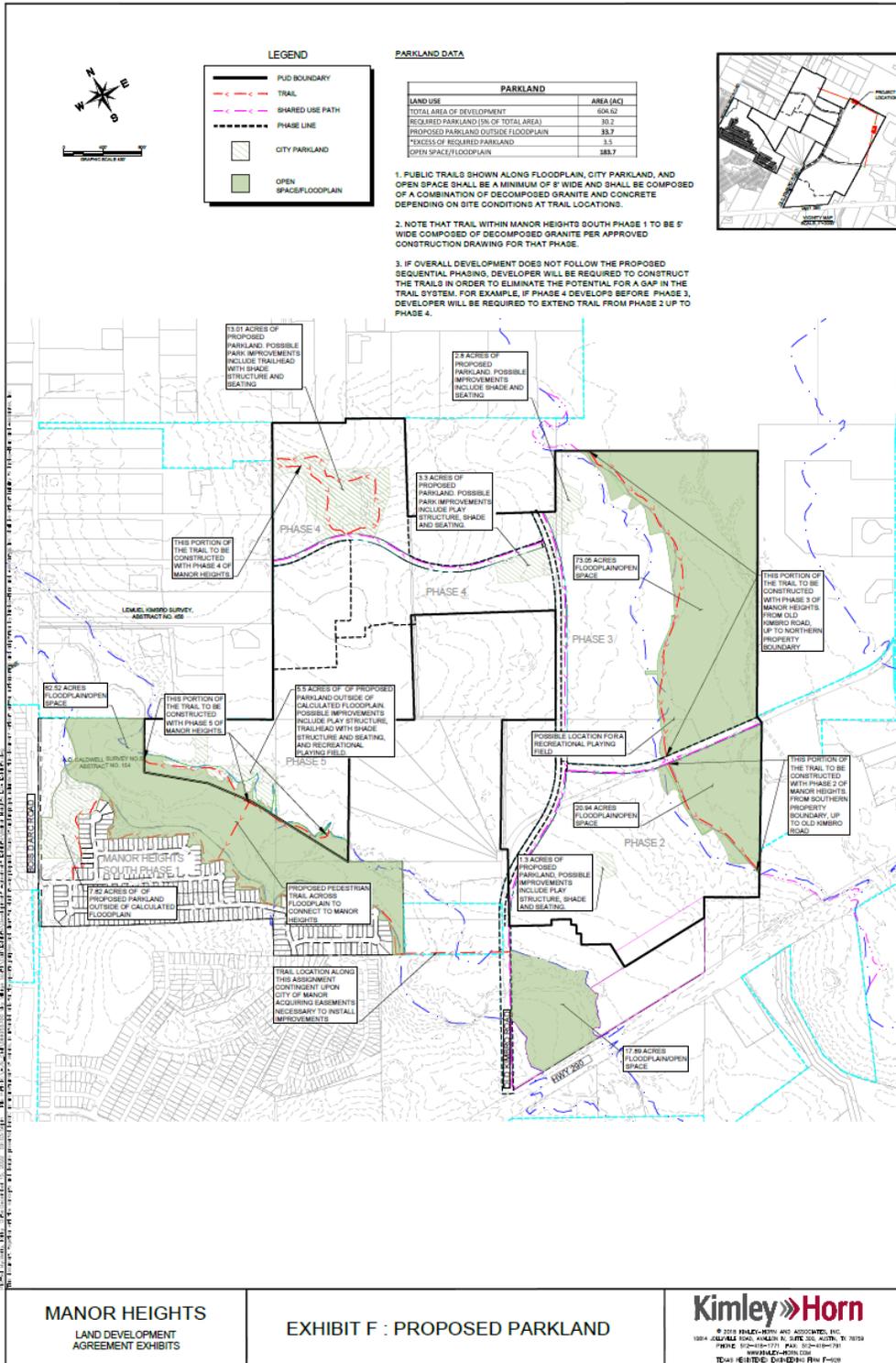
MANOR HEIGHTS
LAND DEVELOPMENT
AGREEMENT EXHIBITS

EXHIBIT E : CODE MODIFICATIONS

Kimley-Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
1000 JEFFERSON ROAD, SUITE 300, KIMLEY, TN 37053
PHONE: 615-319-1771 FAX: 615-319-7971
WWW.KIMLEY-HORN.COM
TEAM LEADER: DANIEL HORN F-108

EXHIBIT F

PROPOSED PARKLAND





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).

Applicant: Jiwon Jung

Owner: Build Block

BACKGROUND/SUMMARY:

The property at 108 W. Boyce was previously requested to be rezoned to Downtown Business by the same applicant. At the February 8th P&Z meeting, discussion was held and the rezoning request for 108 W. Boyce was recommended for denial due to the lot’s small size and the remaining single family home at 104 W. Boyce between 108 W. Boyce and 109 N. Lexington. The City Council also denied the request for 108 W. Boyce for the same reasons. The applicant has purchased the lot at 104 W. Boyce to alleviate the prior concerns as the property is now larger and there won’t be a single family residence between two commercial/mixed-use developments.

The applicant has provided a conceptual layout of 3-story mixed-use building for the property. Downtown Business zoning is consistent with the area’s designation in the Comprehensive Plan’s Future Land Use Map as Downtown Mixed-Use. A combination of on-site and off-site (street) parking is envisioned.

Action on this item was postponed at the 8/9/23 P&Z and 8/16/23 City Council so the applicant can provide additional conceptual renderings. Those have been added to the backup.

P&Z voted 5-0 to recommend approval. The first reading was approved by the City Council on September 20, 2023.

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

- Ordinance No. 722
- Letter of Intent
- Rezoning map
- Aerial Image
- Updated Conceptual Site Plan
- FLUM
- Downtown Mixed-Use Dashboard
- Public Notices and Labels

STAFF RECOMMENDATION:

It is the City Staff’s recommendation that the City Council approve the second and final reading of Ordinance No. 722 rezoning two (2) lots on .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. 722

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 DOWNTOWN BUSINESS (DB); 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 the current zoning district Single Family Suburban (SF-1) to zoning district Downtown Business (DB). The Property is accordingly hereby rezoned to Downtown Business (DB).

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. 722

Page 2

PASSED AND APPROVED FIRST READING on this the 20th day of September 2023.

PASSED AND APPROVED SECOND AND FINAL READING on this the 2nd day of October 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

EXHIBIT "A"

Property Address:
104-108 West Boyce Street, Manor, TX 78653

Property Legal Description 104 West Boyce Street:

Being the west one-half (1/2) of Lot 16, 17 and east one-half (1/2) of Lot 18, Block 29, Town of Manor

Property Legal Description 108 West Boyce Street:

Being the west one-half (1/2) Lot 18, 19, and 20, Block 29, Town of Manor

May. 15, 2023

Development Services
City of Manor
105 E Eggleston Street
Manor, TX 78653

Letter of Intent for Rezoning

Project Address: 104 Boyce St, Manor, TX 78653

Property ID: 238661

Legal Description: W 1/2 OF LOT 16, 17 & E 1/2 OF LOT 18 BLK 29 MANOR TOWN OF

The property owner seeks to rezone the 0.165-acre lot located at 108 W Boyce St, Manor, TX 78653 from SF-1(Single Family Suburban) to DB (Downtown Business).

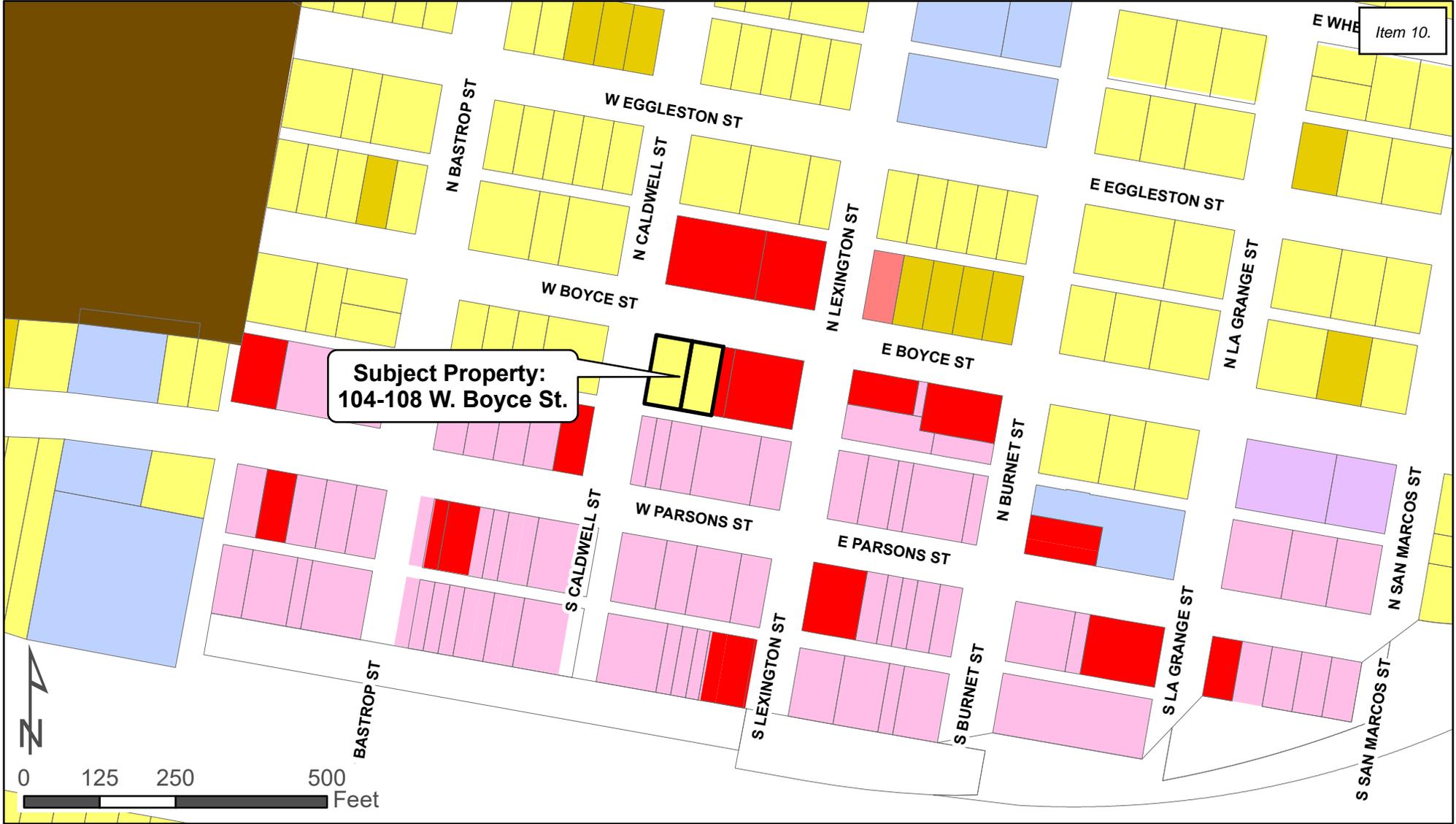
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, the subject site, which is in the Downtown Mixed-Use area, is currently designated as an SF-1(Single Family Suburban) zone, and only low-density development is possible, which is not in line with Manor city's urban planning. In this situation, I hope that we can create a dense commercial and residential community to meet the idea of Manor city planning, through this zoning change.

As a large multi-family and mixed-use development project such as Manor Crossing Project is planned, the owner seeks an opportunity to respond to the population growth. Rezoning this tract will allow providing opportunities for cultural diversity and commercial growth. The property currently sits along West Boyce Street as a cross lot being DB-zoned parcel. I believe that rezoning the subject tract as proposed will not alter or impair the adjacent uses/properties.

I appreciate your consideration of the proposed rezoning application for approval and will be available to answer questions you might have regarding this matter. Please do not hesitate to email with your questions and comments.

Sincerely,

Jiwon Jung
CEO of Build Block Inc.
2700 E 2nd St
Los Angeles, CA 90033



**Subject Property:
104-108 W. Boyce St.**



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

**Proposed:
Downtown Business (DB)**

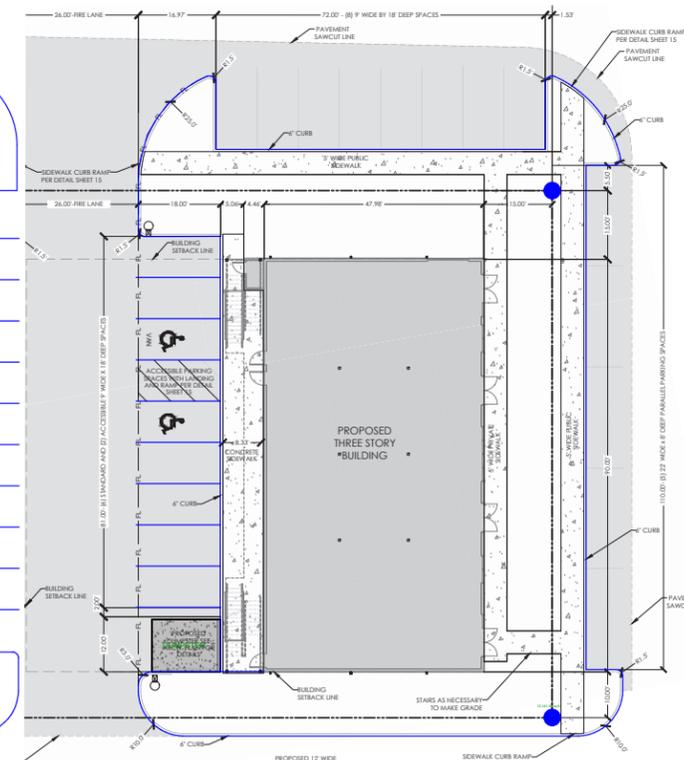
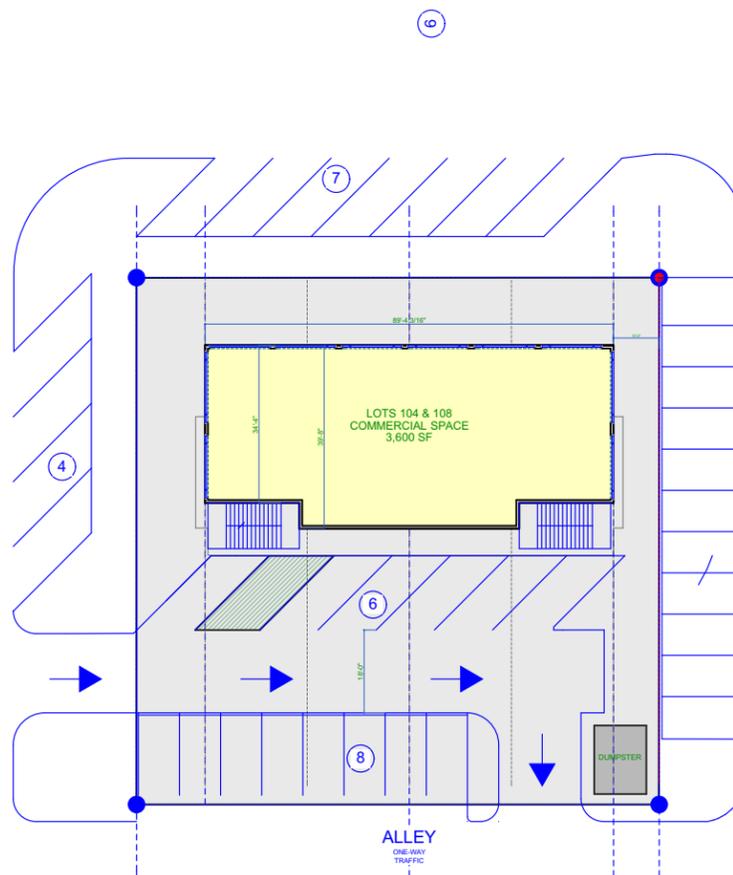
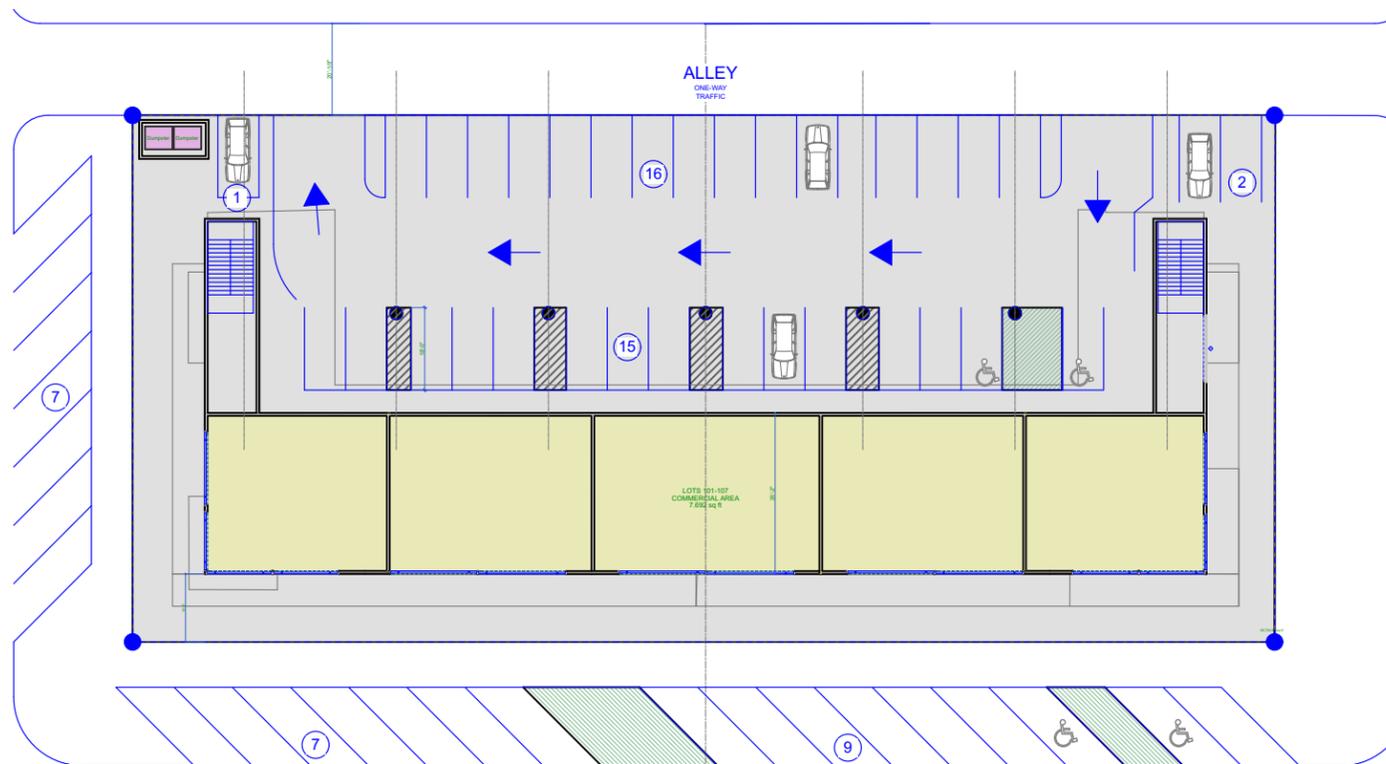
Zone	
	A - Agricultural
	SF-1 - Single Family Suburban
	SF-2 - Single Family Standard
	TF - Two Family
	TH - Townhome
	MF-1 - Multi-Family 15
	MF-2 - Multi-Family 25
	MH-1 - Manufactured Home
	I-1 - Institutional Small
	I-2 - Institutional Large
	GO - General Office
	C-1 - Light Commercial
	C-2 - Medium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

Aerial Image

Legend

- 📌 104 W Boyce Item 10.
- 📍 108 W Boyce St
- 📍 Bright Beginnings Learning Center
- 📍 Feature 1
- 📍 Feature 2
- 📍 Olga book
- 📍 Polygon Measure





1 Master Plan Lots 101-107 Lots 104 & 108
SCALE: 1" = 40'

MANOR
Mixed Use
Development

Lots 101-107
Lots 104 & 108
Boyce Street
Manor, TX 78653

DATE: 8/23/2023

DRAWN BY:

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FEASIBILITY
ANALYSIS - 1 LOT



1212 Chicon, Unit 101
Austin, Texas 78702

Subject Property: Lots 101-107 W. Boyce Street
 Property ID: 238627, 238628
 Legal Description:
 Lots 1-3 Block 43 Town of Manor (.396 acres)
 Lots 4-5 Block 43 Town of Manor (.264 acres)
 Lot size- .66 acres 28,749.6 sf
 Proposed Mixed Use
 Zoning- DB
 Setbacks:
 Front - 15'-0"
 Side- 0-10' to Non-Residential
 20'-0" to Residential)
 Rear- 20'-0" to Residential
 0-10' to Non Residential
 Street Side - 15'-0"

Max Bldg Ht- 60'-0"
 Max Bldg Coverage- 95%
 Minimum Dwelling Size- 1000 sf
 500 sf Historic
 Max # of Dwelling Units- 25 per Acre
 Allowable # of Dwelling units .66 x 25= 16

Dwelling Units Provided:
 Level 2- 7 two bedroom units
 Level 3- 6 two bedroom units
 TOTAL- 13 two bedroom units

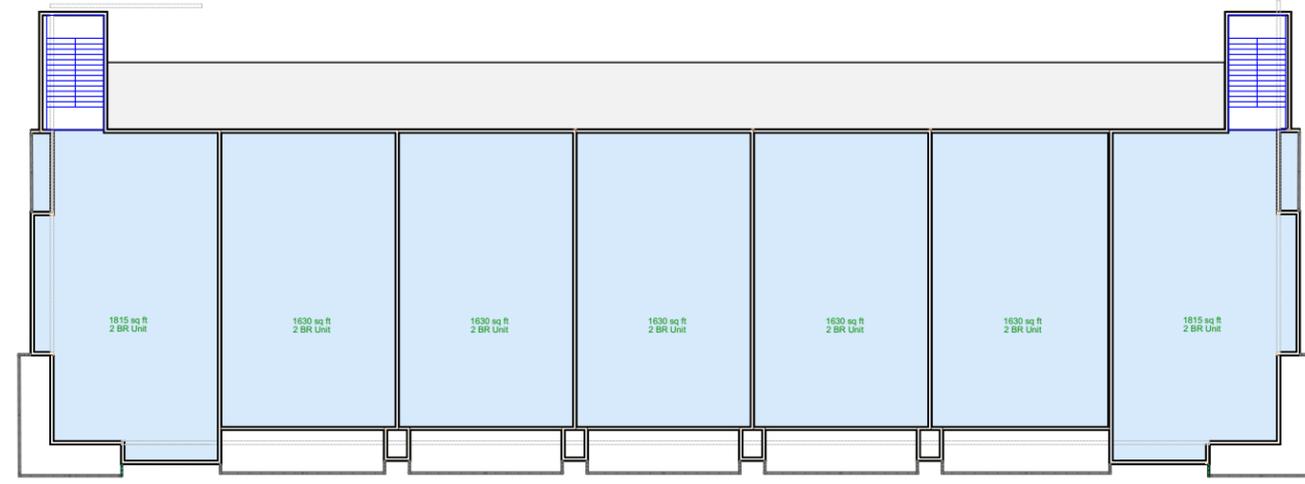
Commercial Space Provided: 7254 sf

Parking Analysis
Residential: 14 Units
 1.5 Spaces for each 1 BR dwelling unit
 2 Spaces required for each 2=BR dwelling unit and
 1/2 space required for each unit above 2
 Bedrooms
 13 units x 2= 26 Spaces Required

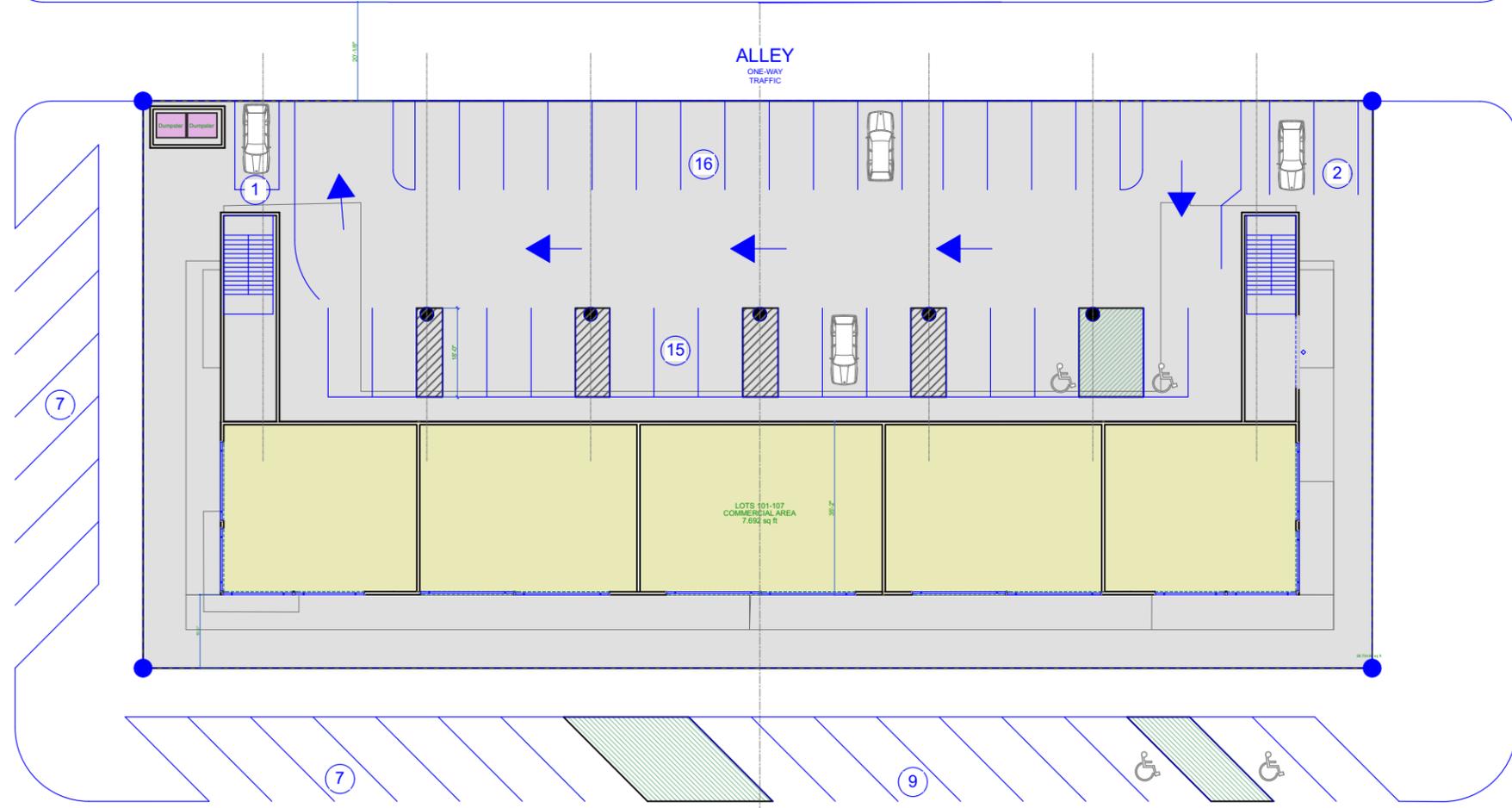
Commercial Parking 1:250
 7,692 sf @ 1:250- 31 Spaces Required

TOTAL PARKING SPACES REQUIRED= 57

34 On-Site Parking Spaces Provided
 23 Off-Site Street Parking Spaces Provided
 TOTAL SPACES PROVIDED= 57



2 STORIES 2 & 3
 SCALE: 1/32" = 1'-0"



1 GROUND LEVEL
 SCALE: 1/32" = 1'-0"

MANOR Mixed Use Development

Lots 101-107
 Lots 104 & 108
 Boyce Street
 Manor, TX 78653

DATE: 8/23/2023

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SCHEMATIC DESIGN -1 LOT PODIUM



1212 Chicon, Unit 101
Austin, Texas 78702

Subject Property: Lots 101-107 W. Boyce Street
Property ID: 238627, 238628

Legal Description:

- Lots 1-3 Block 43 Town of Manor (.396 acres)
- Lots 4-5 Block 43 Town of Manor (.264 acres)

Lot size- .66 acres 28,749.6 sf

Proposed Mixed Use

Zoning- DB

Setbacks:

- Front - 15'-0"
- Side- 0-10' to Non-Residential
20'-0" to Residential)
- Rear- 20'-0" to Residential
0-10' to Non Residential
- Street Side - 15'-0"

Max Bldg Ht- 60'-0"

Max Bldg Coverage- 95%

Minimum Dwelling Size- 1000 sf

500 sf Historic

Max # of Dwelling Units- 25 per Acre

Allowable # of Dwelling units .66 x 25= 16

Dwelling Units Provided:

Level 2- 5 one bedroom units- 2 two bedroom units

Level 3- 5 one bedroom units- 2 two bedroom units

TOTAL- 10 one bedroom units

4 two bedroom units

Commercial Space Provided: 7254 sf

Parking Analysis

Residential: 14 Units

1.5 Spaces for each 1 BR dwelling unit

2 Spaces required for each 2=BR dwelling unit and
space required for each unit above 2 Bedrooms

10 units x 1.5 (one bedroom)= 15 Spaces Required

4 units x 2 (two bedroom)= 8 Spaces Required

23 Residential Spaces Required

Commercial Parking 1:250

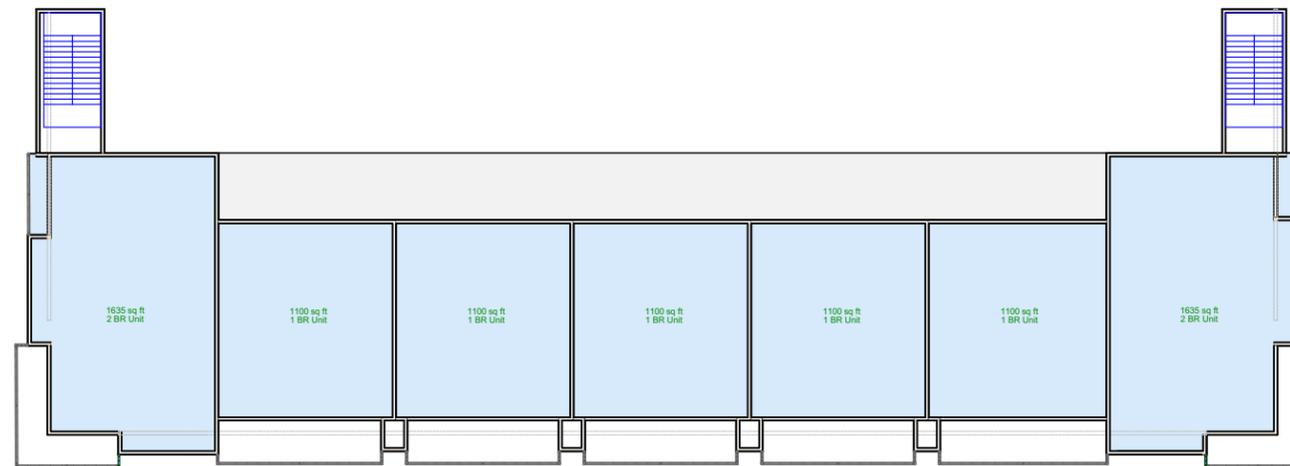
7,692 sf @ 1:250- 31 Spaces Required

TOTAL PARKING SPACES REQUIRED= 54

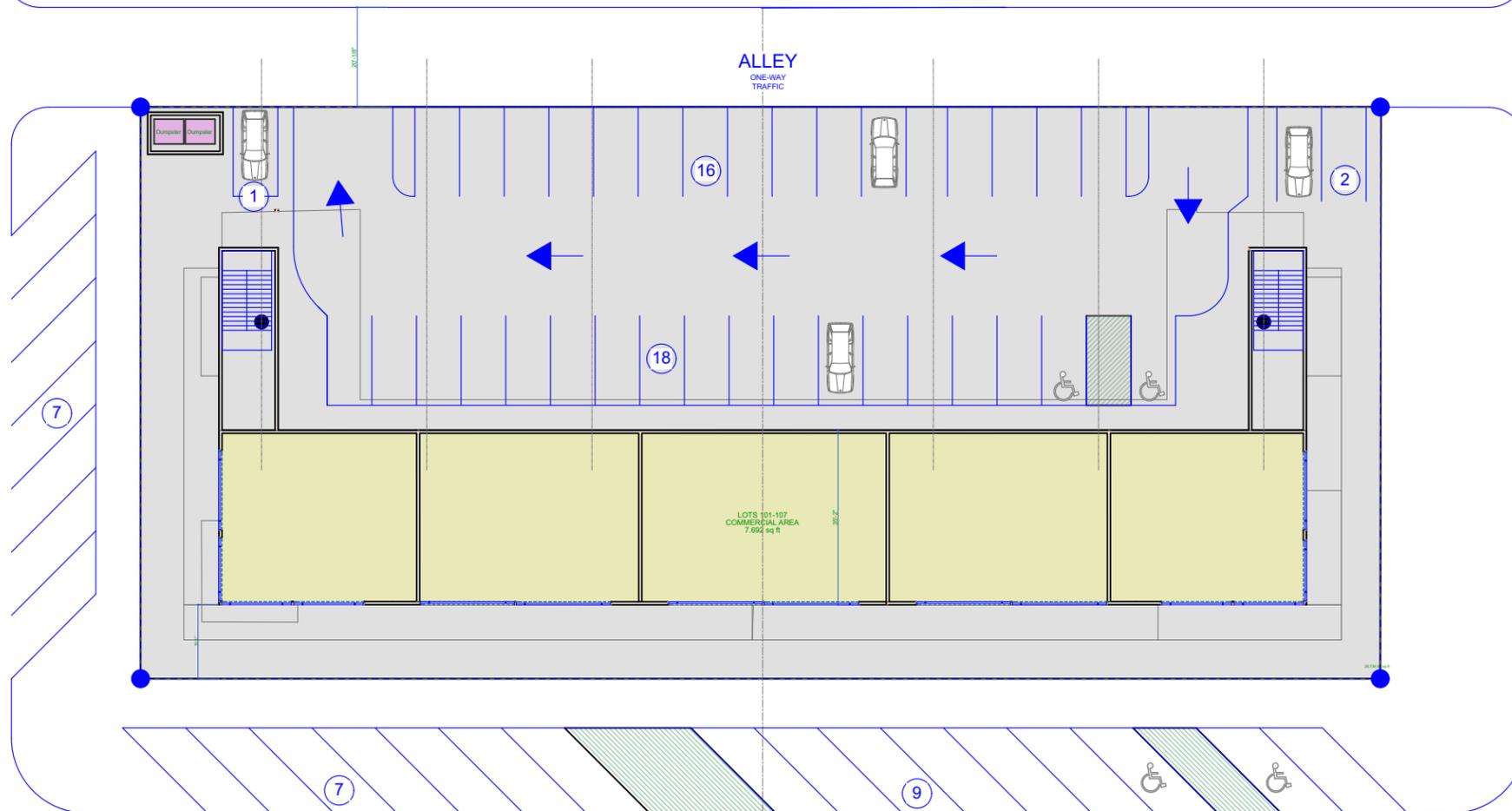
37 On-Site Parking Spaces Provided

23 Off-Site Street Parking Spaces Provided

TOTAL SPACES PROVIDED= 60



2 STORIES 2 & 3
SCALE: 1/32" = 1'-0"



1 GROUND LEVEL
SCALE: 1/32" = 1'-0"

MANOR Mixed Use Development

Lots 101-107
Lots 104 & 108
Boyce Street
Manor, TX 78653

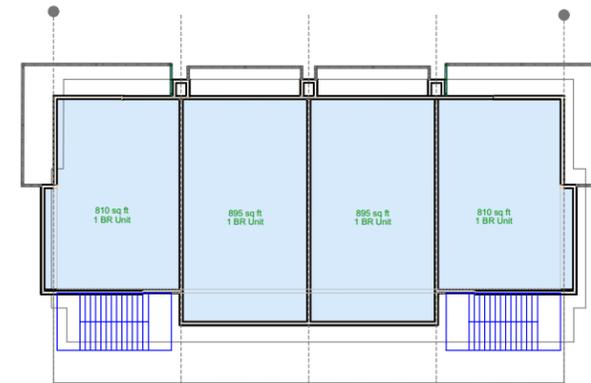
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**SCHEMATIC
DESIGN- 1 LOT-
NO PODIUM**

02.2



2 **STORIES 2 & 3**
SCALE: 1/32" = 1'-0"

Subject Property: Lots 104 & 108 W. Boyce Street
Legal Description:
 Lot 104 Block 29 W 1/2 of Lot 16,17 E 1/2 of Lot 18 Town of Manor (.132 acres) 5,749.92 sf
 Lot 108 Block 29 W 1/2 of Lot 18-20 Town of Manor (.165 acres) 7,187.4

Lot size- .297 acres 12,937.32 sf

Proposed Mixed Use
 Zoning- DB
 Setbacks:
 Front - 15'-0"
 Side- 0-10' to Non-Residential
 20'-0" to Residential
 Rear- 20'-0" to Residential
 0-10' to Non Residential
 Street Side - 15'-0"

Max Bldg Ht- 60'-0"
 Max Bldg Coverage- 95%
 Minimum Dwelling Size- 1000 sf
 500 sf Historic
 Max # of Dwelling Units- 25 per Acre
 Allowable # of Dwelling units .297 x 25= 7.4

Dwelling Units Provided:
 Level 2- (4) one bedroom units
 Level 3- (4) one bedroom units
 TOTAL- (8) one bedroom units

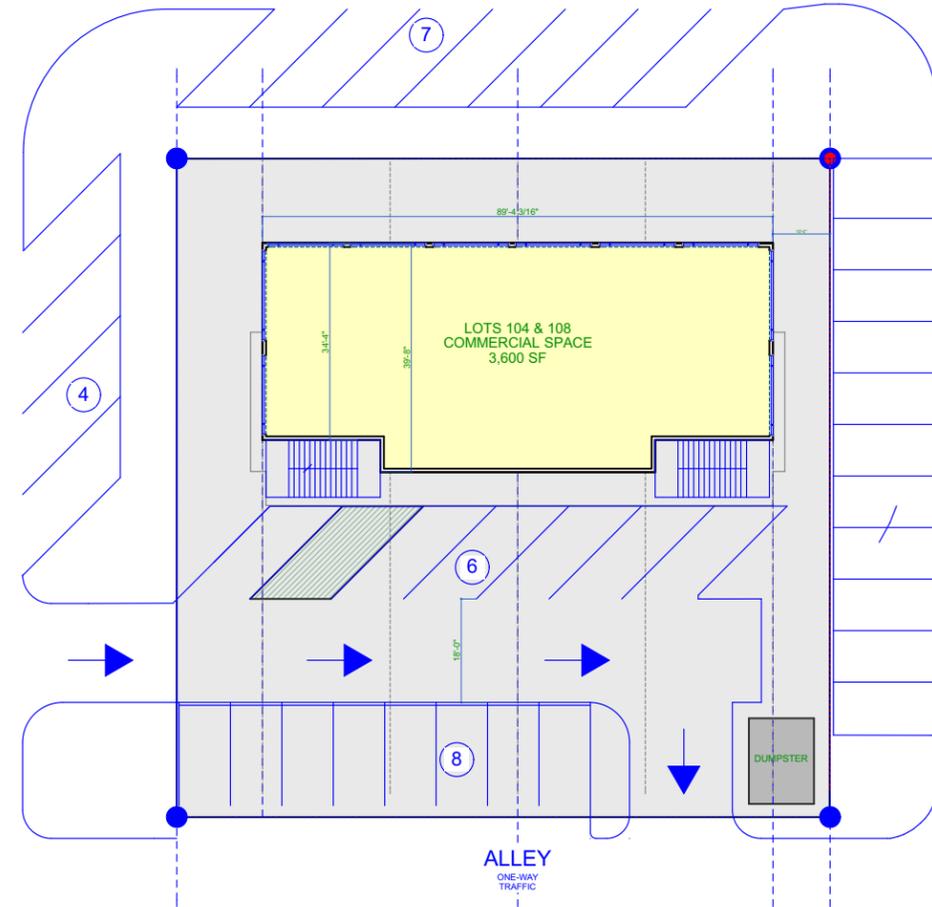
Commercial Space Provided: 3600 sf (39.8' deep)

Parking Analysis
 Residential: 8 Units
 1.5 Spaces for each 1 BR dwelling unit
 2 Spaces required for each dwelling unit and 1/2 space required for each unit above 2 Bedrooms
 (8) 1 BR units x 1.5 = 12 Spaces Required

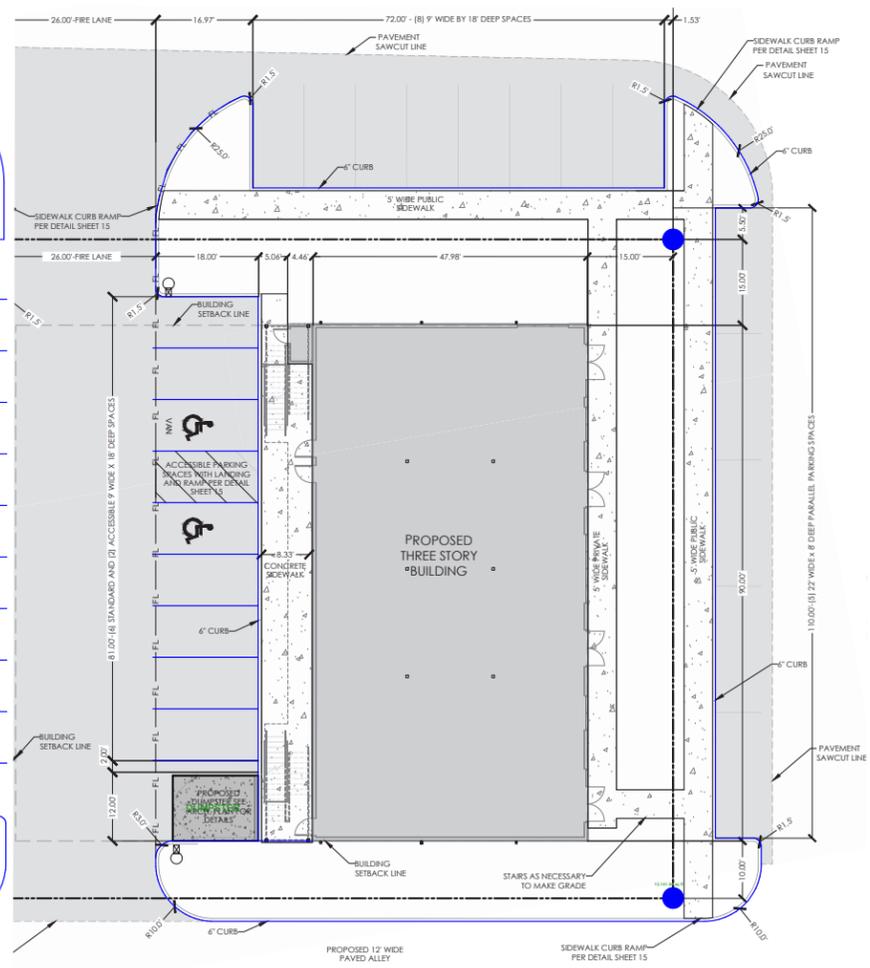
Commercial Parking 1:250
 3,600 sf @ 1:250- 14 Spaces Required

TOTAL PARKING SPACES REQUIRED= 26

14 On-Site Parking Spaces Provided
 19 Off-Site Street Parking Spaces Provided
 TOTAL SPACES PROVIDED= 33



1 **GROUND LEVEL**
SCALE: 1/32" = 1'-0"



MANOR Mixed Use Development

Lots 101-107
 Lots 104 & 108
 Boyce Street
 Manor, TX 78653

DATE: 8/23/2023

DRAWN BY:

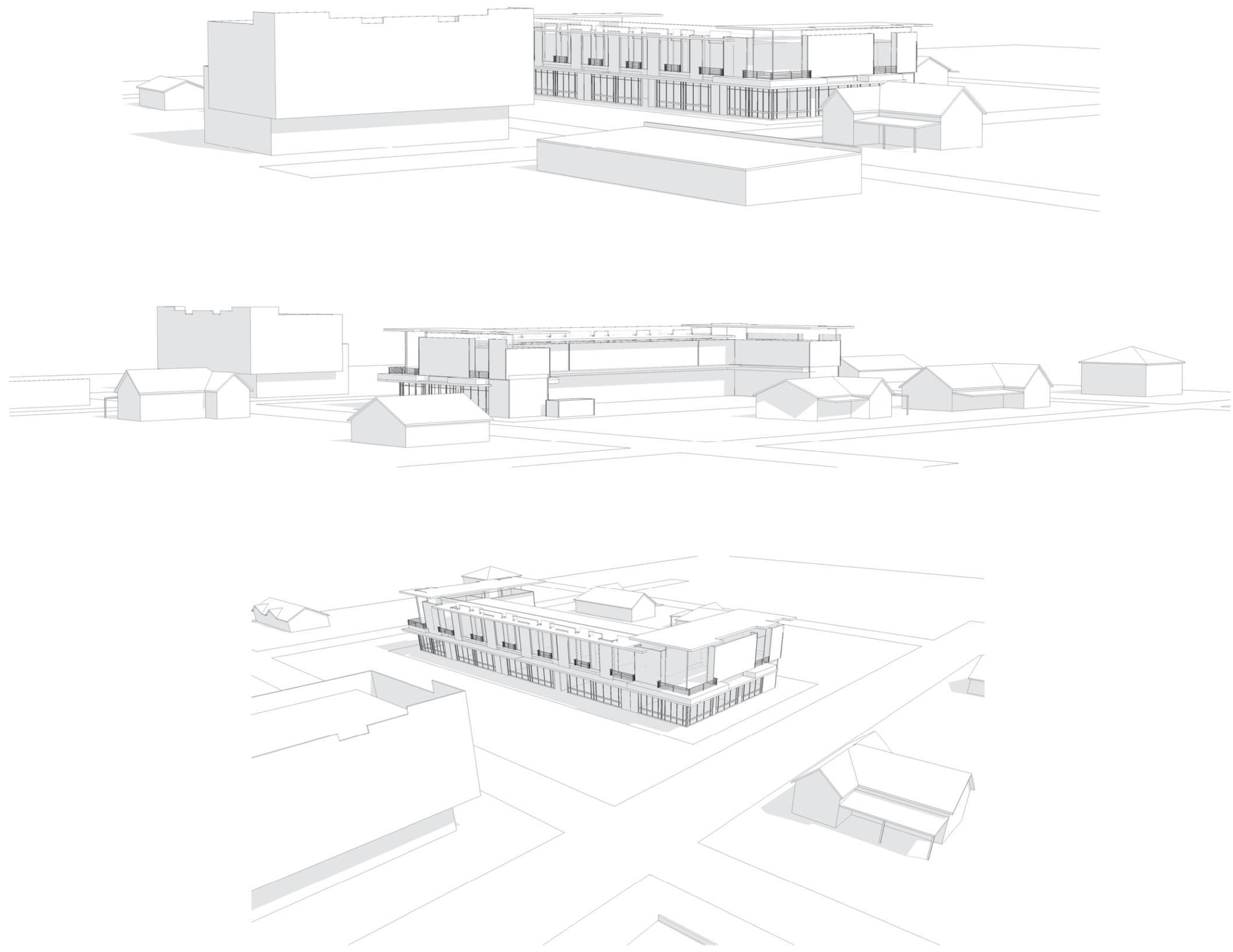
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SCHEMATIC DESIGN LOTS 104 108



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



MANOR
Mixed Use
Development

Lots 101-107
Lots 104 & 108
Boyce Street
Manor, TX 78653

DATE: **8/23/2023**

DRAWN BY:

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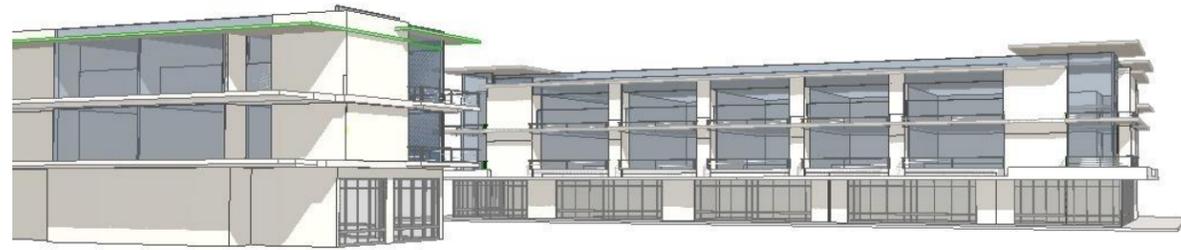
AERIAL SITE
CONTEXT- 1 LOT

04.1

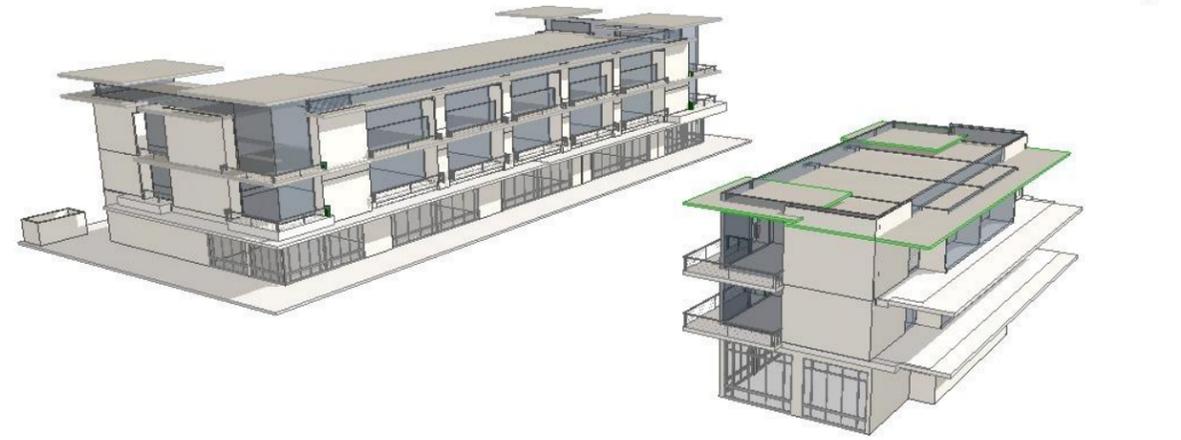


ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702



1 Perspective
SCALE: 1:106.67



6 Perspective
SCALE: 1:106.67



2 Perspective
SCALE: 1:111.63



5 Perspective
SCALE: 1:106.67



3 Perspective
SCALE: 1:73.85



4 Perspective
SCALE: 1" = 10'

MANOR
Mixed Use
Development

Lots 101-107
Lots 104 & 108
Boyce Street
Manor, TX 78653

DATE: 8/23/2023
DRAWN BY:
COPYRIGHT 2015

**SCHEMATIC
DESIGN 1 LOT-
PERSPECTIVES**



Item 10.



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

MANOR Mixed Use Development

**Lots 101-107
Lots 104 & 108
Boyce Street
Manor, TX 78653**

DATE: **8/23/2023**

DRAWN BY:

COPYRIGHT 2015

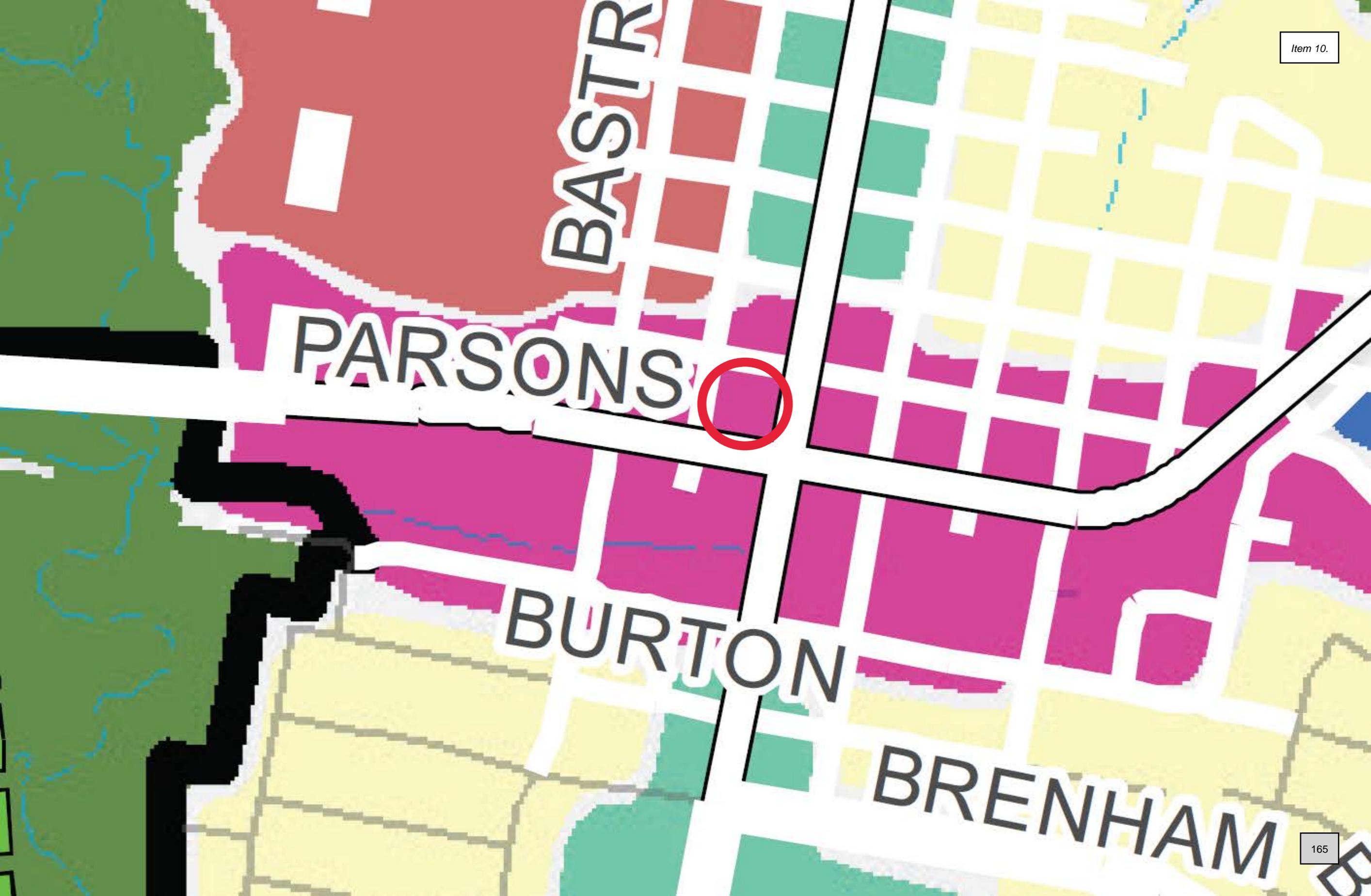
Street Rendering

06.1

164

1

STREET RENDERING



PARSONS

BASTR

BURTON

BRENHAM

DOWNTOWN MIXED-USE

Downtown Mixed-Use is intended for the residential, commercial, business, and office uses that line the Old Highway 20 corridor and adjacent streets, including the traditional downtown shopping district of Manor.

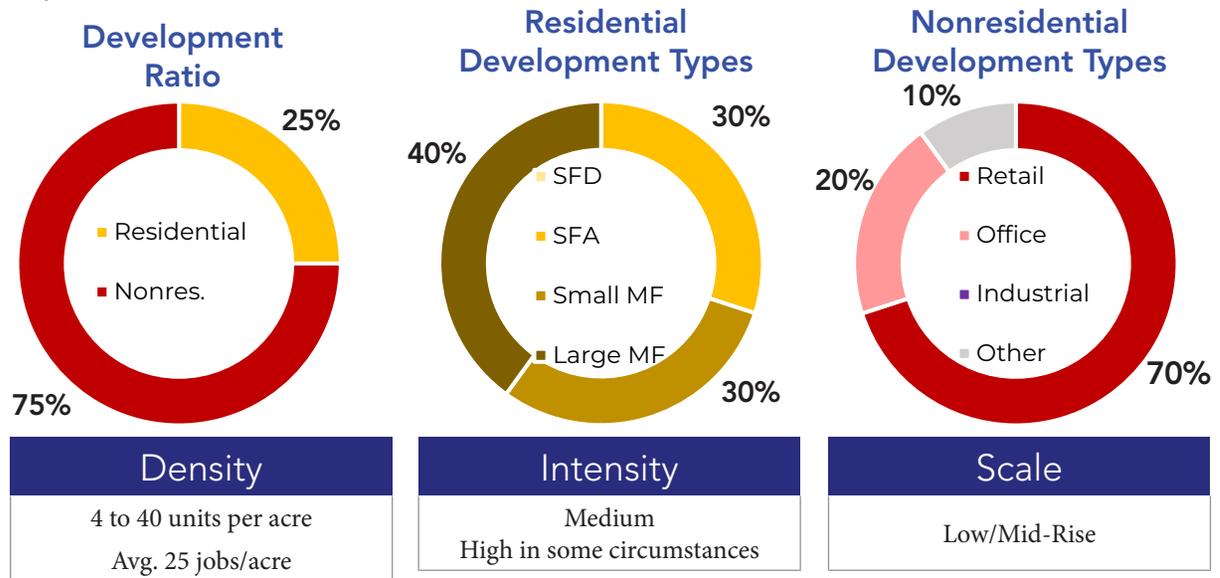
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail does not come, a downtown that is comprised of high-density mixed-use development will still bring many opportunities and benefits to the community.

Densities range between 4 and 40 units per acre, although individual sites may achieve higher densities if they are coordinated within the rest of the area, provide superior access to services and amenities, and appropriate compatibility to adjacent uses is provided.

Here, infill development especially presents opportunities for small businesses, unique and dense housing options and potentially even small scale/artisan manufacturing.

The pedestrian environment and experience should be top priority in Downtown and feature public gathering places, active streets, engaging storefronts, and sidewalk cafes. This is the best place in Manor to double down on and invest in creating a sense of place and identity for the community.

Figure 3.10. Downtown Mixed-Use Land Use Mix Dashboard



DEVELOPMENT TYPE	APPROPRIATENESS	CONDITIONS
Single-Family Detached (SFD)	● ○ ○ ○ ○	Not considered compatible since the intent is to provide retail/services, activity centers and diversified housing to support surrounding neighborhoods and drive community identity/gathering
SFD + ADU	● ○ ○ ○ ○	
SFA, Duplex	● ○ ○ ○ ○	
SFA, Townhomes and Detached Missing Middle	● ● ● ○ ○	This can be compatible provided that the overall Downtown Mixed Use area also contains mixed-use urban flex buildings or shopping centers with which this housing product integrates in a manner to promote walkability and transitions; these development types should be located on secondary roads rather than primary thoroughfares within Downtown, as those areas 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 Downtown Mixed Use category; provides for activity centers, retail, services and diverse housing options at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; design should emphasize the pedestrian experience rather than people driving automobiles
Mixed-Use Urban, Community Scale	● ● ● ○ ○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be depending on adjacencies to green space or more intensive uses
Shopping Center, Neighborhood Scale	● ● ● ● ○	While less preferred than a mixed-use urban flex building, the use provides for activity centers, retail and services at a scale compatible with and supportive of surrounding neighborhoods to promote walkability; becomes more compatible if a horizontal approach to mixed-use is deployed, such as inclusion of small apartments nearby or within the same site, or to match the scale of adjacent historic buildings
Shopping Center, Community Scale	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be depending on adjacencies to green space or more intensive uses; may function better on the western and eastern edges of the Downtown Mixed Use area
Light Industrial Flex Space	● ● ○ ○ ○	Not generally considered compatible due to incompatible scale with Downtown, but can be if particularly small-scale and included alongside more appropriate development types, or with integration of a storefront experience. Examples of appropriate uses might include maker spaces, coffee roasting, micro-breweries, and similar businesses
Manufacturing	● ○ ○ ○ ○	Not considered compatible
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.



5/31/2023

City of Manor Development Services

Notification for a Rezoning Application

Project Name: 108 W Boyce & 104 W Boyce Rezoning from SF-1 to DB
 Case Number: 2023-P-1541-ZO
 Case Manager: Michael Burrell
 Contact: mburrell@manortx.gov – 512-215-8158

The City of Manor Planning and Zoning Commission and City Council will be conducting a Regularly Scheduled meeting for the purpose of considering and acting upon on a Rezoning Application for 108 W Boyce & 104 W Boyce St., 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 .297 acres, more or less, at 108 W Boyce & 104 W Boyce St., Manor, TX from Single Family (SF-1) to Downtown Business (DB).

Applicant: Jiwon Jung
Owner: Build Block

The Planning and Zoning Commission will meet at 6:30PM on June 14, 2023 at 105 East Eggleston Street in the City Hall Council Chambers.

The City Council will meet at 7:00PM on June 21, 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.

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

Behzad Bahrami
PO Box 82653
Austin TX 78708

Ramon E Jr Paiz
PO Box 280
Manor TX 78653

Marcos & Maria Chavez
127 Dry Creek Rd
Unit B Manor TX 78653

Claudie G & Sammie M Young
PO Box 145
Manor TX 78653

Juan Jr & Diana E Gerl Vasquez
PO Box 449
Manor TX 78653

Monica Ann Castillo
PO Box 1097
Manor TX 78653

Veronica Michelle Donley
204 W. Eggleston St
Manor TX 78653

Debbie Ann & Darrell Guajardo
2501 Goforth Rd
Kyle TX 78640

Helen Casas
PO BOX 223
Manor TX 78653

Victor M & Debra B Almaguer
3209 Ray St
Austin TX 78702

Nora L & Jose A Jr Sanchez
PO Box 232
Manor TX 78653

Maria Rocha
207 W Boyce St
Manor TX 78653

Jesse & Julia Rocha
PO Box 1002
Manor TX 78653

Alfredo, Contreras Renteria, Aurelia
PO Box 11
Manor TX 78653

Bradley G & Paula B Bowen
18109 Whitewater CV
Round Rock TX 78681

Jesse & Olivia Sanchez
PO Box 811
Manor TX 78653

Jose Soto & Maribella, Cortez Gonzalez,
Jaimes
14845 Bois Darc LN
Manor TX 78653

Sepeco
PO Box 170309
Austin TX 78717

2017 Manor LLC
203 W Parsons St
Manor TX 78653

Barbarita Samudio Sanchez
PO Box 142
Manor TX 78653

Jorge Moreno
4301 Jan St Unit B
Harlingen TX 78550

Davis Capital Investments LLC
PO Box 268
Manor TX 78653

William C Gault
PO Box 32
Manor TX 78653

Michael E & Tabatha A Darilek
PO Box 976
Manor TX 78653

Virginia Z Cardenas
PO Box 243
Manor TX 78653

Timothy Mack Sherrod
2705 Taft Blvd
Wichita Falls TX 76308

120 East Boyce Street LLC
1004 Meriden Ln
Austin TX 78703

Ernesto Suarez
14121 Bois D Arc Ln
Manor TX 78653

Lundgren Edwin O Estate
507 Arbors CIR
Elgin TX 78621

Lopez Mar Lift Estate
208 West Parsons
Manor TX 78653

Ringo Ming-Ling, Yu Chi Sun, Wu
707 Knollwood Dr
Austin TX 78746

L&L Investment Enterprises LLC
302 E 32nd St
Austin TX 78705

Aurelio Jr Ponce
200 W Parsons St
Manor TX 78653

Billy C Duett
Po Box 562
Manor TX 78653

Maqil Inc
PO Box 399
Manor TX 78653

Moein M Hassan
Po Box 140853
Austin TX 78714



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Tracey Vasquez, Director
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the FY 2023-2024 proposal between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP).

BACKGROUND/SUMMARY:

The City offers supplemental Insurance programs to provide extended benefits and options to assist in the employee's and City Council's health and wellness needs. In previous years, AWP has been the employee assistance program for the city; following last year's TML Health Benefits Proposal, this service was included. This year, the service has been rescinded through TML Health Benefits. Following the three proposals and the excellent service AWP provided to the city before last year, the staff recommends renewing the FY 2023-2024 agreement.

The flat rate will remain the same at \$4,500

LEGAL REVIEW: Yes, Irene Montelongo

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- AWP Proposal for Comprehensive Service Groups
- 1295 Form
- Deer Oaks
- Total Care

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve the proposal between the City of Manor and Alliance Work Partners for the Employee Assistance Program (EAP) and authorize the City Manager to execute the final contract after legal review.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	No ne
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A **wap** Program

alliance work partners

workplace solutions since 1977



**Proposal for
comprehensive EAP
services for groups
up to 200**

solutions@alliancewp.com

888-327-4636

www.awpnow.com

Thoughtfully designed mental-wellness services for the 21st Century Workplace

AWP is the largest freestanding, non-profit EAP in the nation, and has no financial ties to insurance or treatment. Our best practice-based, ethical independence can guarantee superior return-on-investment, employee cost-savings and effective health care cost management.

- Elevate the well-being of your employees
- Achieve measurable, evidence-based return on investment
- Attract and retain valuable employees
- Increase productivity with proven management tools for supervisors
- Administer with ease—dedicated account manager

Is your current program providing an ROI of 4:1 or better?

AWP top-tier EAP services for small groups can, and will include:

- Dedicated account management
- Trended customer service reports on utilization and ROI analysis
- Monthly program promotion
- Three monthly newsletters for employees
- One monthly newsletter for supervisors
- Online learning center with 150+ pre-recorded trainings
- Streaming employee orientation
- Convenient local counselor offices nationwide
- Management referrals with an 80+% return-to-work success rate
- Turnkey US DOT SAP and case management included
- Unlimited HR support, management consultation
- Critical incident stress debriefing (CISD) up to 5 hours per event
- Monthly webinars
- 24-Hour call center-Top performing-Meeting AAS standards
- 6 face-to-face, solution-focused, counseling sessions per participant, per issue, per year
- Complete program start-up materials included
- AWPgo - online counseling - Smart, app-driven virtual services- Worldwide coverage, **powered by BetterHelp**
- Legal and financial assistance - available ID theft recovery
- Online resources, interactive tools, assessments, articles, and wellness tips
- Unlimited WorkLife resource referrals
- Safe Ride - get home safely - call for details

alliance work partners

A **wap** Program

Item 11.

AWP is pleased to offer an annual flat rate of \$4500, for the robust, full-service EAP listed above. This quote is valid for 90-days from the date of delivery.

Up to 2 hours of training is included in the price above. Additional training can be scheduled at \$200 per hour, plus travel.

Annual or quarterly payment options are available.

For groups with 201 or more employees, please call for a customized quote. Elements of customization may also be available for smaller groups, upon request.

Tax ID Number

Initial Employee Count

Company Name

Printed Name

Title

Effective Date

Signature

Date

Company Address

Contact Us

solutions@alliancewp.com

888-327-4636

or visit www.alliancewp.com

for more information

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 11.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1074576

Date Filed:
 09/21/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Workers Assistance Program, dba Alliance Work Partners
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Manor

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2023-57
 EAP services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Scott Terres, and my date of birth is July 4, 1973.

My address is 2525 Wallingwood Dr, Bldg 5, Austin, Tx, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 21st day of September, 2023.
(month) (year)

Scott Terres
 Signature of authorized agent of contracting business entity
 (Declarant)

Program

- Topical flyers
- Monthly employee e
- Monthly supervisor



Did you know?



Need to decide if certain items on your non-ACA compliant items are also taxable health insurance resource personal care, travel, home, and whether you need to find a plan agent to plan your next vacation more time for what matters most.

Available Features:

- 24/7 access to a QIA (Qualified Independent Adjudicator) on the list
- Live assistance (during real time)
- Referrals provided within 14 and within 8 business hours
- Information on: (a) health insurance work, personal, and

Your EAP CAN HELP COMPLETE Your "To-Do" LIST.

YOUR EMPLOYEE ASSISTANCE PROGRAM

2019

Promotional Calendar

WHATEVER YOU NEED, WE ARE HERE TO HELP!

DEER OAKS EAP SERVICES

THEME	ONLINE SEMINAR	DESCRIPTION
JAN	Financial Freedom: Retirement, or What? Available on Demand Starting Jan 15th	Discover how to take control of your financial future and how you can start planning for the future of your family. This seminar will cover topics such as: retirement, Social Security, and estate planning.
FEB	Managing Your 401(k) Available on Demand Starting Feb 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
MAR	Managing Your 401(k) Available on Demand Starting Mar 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
APR	Managing Your 401(k) Available on Demand Starting Apr 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
MAY	Managing Your 401(k) Available on Demand Starting May 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
JUN	Managing Your 401(k) Available on Demand Starting Jun 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
JUL	Managing Your 401(k) Available on Demand Starting Jul 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
AUG	Managing Your 401(k) Available on Demand Starting Aug 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
SEP	Managing Your 401(k) Available on Demand Starting Sep 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
OCT	Managing Your 401(k) Available on Demand Starting Oct 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
NOV	Managing Your 401(k) Available on Demand Starting Nov 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.
DEC	Managing Your 401(k) Available on Demand Starting Dec 15th	Learn how to take control of your 401(k) and how you can start planning for the future of your family. This seminar will cover topics such as: investment options, rollovers, and withdrawals.

Did YOU know?

YOUR EAP CAN HELP YOU QUIT SMOKING.

Available features:

- Referrals to smoking cessation programs
- Top sheets and articles
- Links to free online information about nicotine addiction
- Wellness support for quit attempts

if you or someone you know is struggling with the dangers of smoking in your community, we can help. Call 1-800-452-5337 for more information or log on to www.eap.com

Deer Oaks EAP Fall

Item 11.

Did you know? The Deer Oaks EAP Fall program is a free service that provides employees with the resources they need to stay healthy and productive. For more information, please contact your supervisor or call 1-800-452-5337.

Advantage Legal Assist: Free 90-minute telephone or in-person legal consultation with a licensed attorney. Topics include: will preparation, estate planning, divorce, and more. Access to these services is available to all employees.

Financial Planning: Free 90-minute telephone or in-person financial planning consultation with a certified financial planner. Topics include: investment options, retirement planning, and more. Access to these services is available to all employees.

Healthcare: Free 90-minute telephone or in-person healthcare consultation with a healthcare professional. Topics include: insurance options, medical history, and more. Access to these services is available to all employees.

THE SUPERVISOR/HR NEWSLETTER

HEALTHY RESOURCES FROM YOUR EMPLOYEE ASSISTANCE PROGRAM

JAN 19

January Crisis Services

Building Problem Solving Skills

Empowering employees to take control of their lives and solve problems. Available 24/7 to provide you with immediate care.

Work-life Services

Need to delegate tasks or adjust your schedule? We can help. Our work-life services can help you find the right balance between work and home. Available 24/7 to provide you with immediate care.

January Wellness Services

Building Problem Solving Skills

Empowering employees to take control of their lives and solve problems. Available 24/7 to provide you with immediate care.

THE EMPLOYEE ENHANCEMENT NEWSLETTER

HEALTHY RESOURCES FROM YOUR EMPLOYEE ASSISTANCE PROGRAM

JAN 19

January Crisis Services

Building Problem Solving Skills

Empowering employees to take control of their lives and solve problems. Available 24/7 to provide you with immediate care.

Work-life Services

Need to delegate tasks or adjust your schedule? We can help. Our work-life services can help you find the right balance between work and home. Available 24/7 to provide you with immediate care.

January Wellness Services

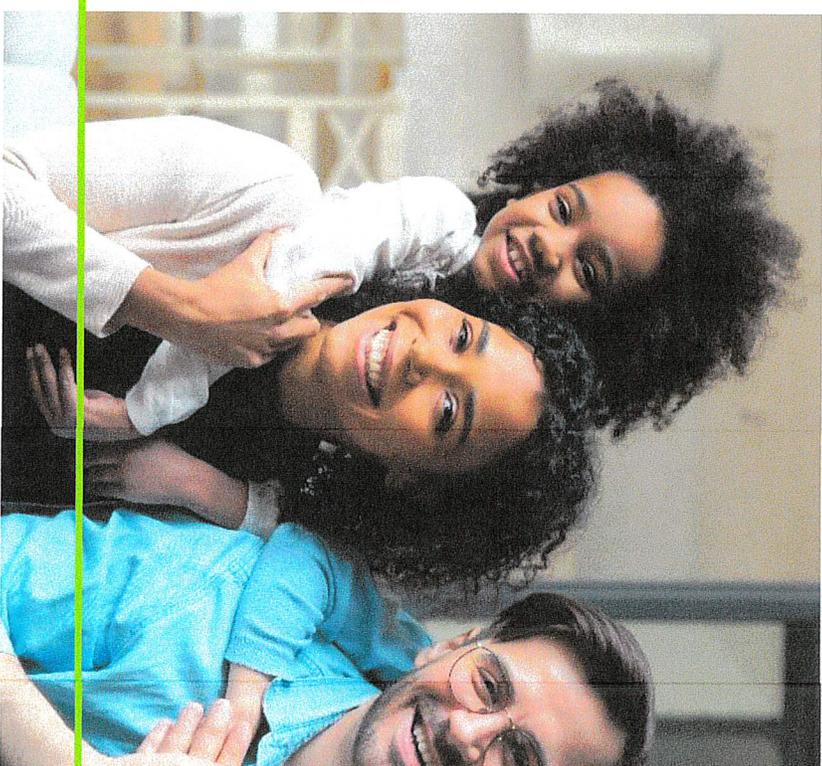
Building Problem Solving Skills

Empowering employees to take control of their lives and solve problems. Available 24/7 to provide you with immediate care.

Program Pricing

Pricing by Employer Size

- 1-300 employees
 - 3 visit model - annual flat fee: \$35000
 - 6 visit model - annual flat fee: \$50000
- 301+ employees
 - 3 visit model - \$1.20 PEPM
 - 6 visit model - \$1.33 PEPM





Employee Assistance Counseling Benefits

Unlimited telephonic counseling – Calls answered **directly** by Masters & PhD degreed counselors
24/7/365

In-office counseling sessions – Up to three (3) per issue per year

Network of 40,000+ counselors nationwide

Telehealth & Text Counseling is also provided

Counseling for: Depression, Stress, Anxiety...Family Issues...Relationship Issues...Loss and Grief...Workplace Difficulties...Alcohol/Drug Abuse...etc.

Work/Life Counseling Benefits

Help and expert resources to address the challenges and concerns of daily living

Child care and daycare

Aging issues and elder care

Health and wellness

Parenting

Financial planning

Education planning

Legal Benefit

First consultation with attorney per legal issue provided at no cost; 25% reduction in fees thereafter

Certified Financial Coaching Benefit

To address budgeting, credit, debt and money-management issues

- Unlimited telephonic Financial Coaching provided by certified professionals
- Financial Assessments
- Financial Education – over 200 Personal Finance and Investing tutorials

One-on-One Personal & Professional Coaching

Designed to help Employees grow and succeed both personally & professionally

Coaching programs conducted by Masters and PhD level coaches in the following areas:

- Wellness Coaching (Smoking Cessation; Fitness; Weight Loss; Substance Abuse)
- Balancing Life at Work & Home
- Resilience
- Effective Communication
- Home Purchasing
- Student Debt
- Yoga & Meditation
- Retirement

Self-Help Resources Benefit

Resources on thousands of topics provided online at www.theEAP.com

Thousands of articles on various topics

Over 1,900 Health & Wellness videos

Over 150 Financial calculators...Over 800,000 daycare & eldercare providers

Will and other legal templates

A monthly Webinar

Training Benefit (powered by Biz Library)

More than 11,000 free online personal & professional development trainings.

- Career growth and advancement
- Develop leadership & managerial skills
- Improve interpersonal communication
- Strengthen current job skills and gain new skills
- Find solutions for on-the-job challenges
- 24/7/365 access at each employee's own pace and style
- Constantly changing – 100+ new trainings added each month

Wellness Resource Center

Articles, videos, self-assessments for dealing with stress, diet, fitness, smoking

Hundreds of wellness article, videos, training materials on everything from arthritis to women's health

Lifestyle Savings Benefit

Discounts and cash back offers on everything from auto insurance to electronics to restaurants and entertainment and tickets.

Adoption Benefit

Adoption counseling, referrals to adoption agencies and support organizations

Adoption specialist is available throughout the adoption process

Special Needs Benefit

Special Needs Counselor to assist employees with children with a broad range of special needs

Conduct needs assessment, discuss options, make referrals, provide ongoing counseling

Caregiver Benefit

Access to counselors with special training
Help finding local resources; providing information on medical and home care needs

Stress Assessment Program

A specialized stress assessment and remediation program
Includes a thorough assessment, identification of critical sensors, counseling intervention, stress reduction exercises and strategies tailored to the employee's specific needs

Personal Assistant Benefit

Help with day-to-day problems and hundreds of issues (summer camp options, rental issues, scholarships, finding a local medical provider, etc.)

Mobile App

Offers all the great tools, benefits and resources that are accessible via computer
App is downloadable free for iOS and Android

Employer Assistance Benefits & Resources

Human Resource Consultations

Unlimited HR consultations available for complex employee situations and virtually any HR issue
Managers may contact our clinical staff or certified SPHR's

Administrative Referral

A formal process to address employee policy violations and unacceptable job performance
Process is geared to work in tandem with HR to save employees

Supervisor Resource Center

Forms, policies, articles designed to help develop people management "best practices"

Topics include:

- HR Trends
- Interviewing & Onboarding
- Regulatory Matters
- FMLA

- Workplace Violence Resources
- Recruiting & Hiring

HR Web Café

ESI's weekly workplace blog about employment issues, people matters and work trends

Automated Digital Communications

Allows ESI to engage in periodic e-mail communications with employees
Regular employee communications about EAP services & benefits
A valuable service that increases utilization

Activity Reports

Detailed EAP Activity Reports provided on a monthly basis
Reports are statistical in nature to maintain confidentiality
Reports are not provided to organizations with less than 25 employees

Training Reports

Reports regarding online trainings are provided on a monthly basis
Training reports include course title, employee name and date of completion

Program Publicity

Comprehensive employee orientation and communications provided

- Employee and supervisor orientation sessions
- Continued Awareness Campaign to include: brochures, wallet cards, posters, flyers, table top displays, monthly newsletters, video presentations, new benefit announcements

Municipalities 101-150 Employees

- \$3,500



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: 10/02/2023
PREPARED BY: Tracey Vasquez, Director
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an agreement between the City of Manor and NEOGOV, a Human Resource Informational System (HRIS) for the Human Resources Department.

BACKGROUND/SUMMARY:

As the City of Manor’s population grows, so does the need to attract, recruit, and maintain the most qualified individuals for our team. This HRIS, through NEOGOV assists in attracting and recruiting at the next business level for the Human resources department with insight, data tracking, advertising, and onboarding, enabling new hires to become more productive on their first day and throughout their careers.

LEGAL REVIEW: Yes, Irene Montelongo

FISCAL IMPACT: Yes, Budgeted

PRESENTATION: No

ATTACHMENTS: Yes

- NEOGOV Order Agreement
- Carahsoft Quote
- GovConnection Inc. Quote

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a two-year agreement between the City of Manor and NEOGOV, a Human Resource Informational System (HRIS) for the Human Resources Department and authorize the City Manager to execute the final contract after legal review.

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

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Sydney Carter

Manor, City of (TX)
PO Box 387
Manor, TX
USA

Quote Valid From: 9/22/2023
Quote Valid To: 10/4/2023

Quote Number: Q-11479
PaymentTerms: Annual,Net 60
Subscription Term in Months: 24

Employee Count: 90
Order Summary

Year 1

50% off Year 1, 25% off set up fees

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	10/1/2023	9/30/2024	\$2,357.50
Insight Setup	ONE-TIME			\$2,700.00
Onboard Subscription	RECURRING	10/1/2023	9/30/2024	\$2,062.50
Onboard Setup	ONE-TIME			\$2,250.00
Governmentjobs.com Subscription	RECURRING	10/1/2023	9/30/2024	\$545.50
Year 1 TOTAL:				\$9,915.50

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Insight Subscription	RECURRING	10/1/2024	9/30/2025	\$4,950.75
Onboard Subscription	RECURRING	10/1/2024	9/30/2025	\$4,331.25

Service Description	Type	Start Date	End Date	Term Price (USD)
Governmentjobs.com Subscription	RECURRING	10/1/2024	9/30/2025	\$1,145.55
Year 2 TOTAL:				\$10,427.55

ORDER TOTAL (USD) : **\$20,343.05**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Initial Term: 24 months

"Manor, City of (TX)"

Signature:

Print Name:

Date:

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jim Carter
Phone:
Fax:
Email: jim.carter@connection.com

25514429.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 7/3/2023
Valid Through: 8/2/2023
Account #: S06627

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Tracey Vasquez
Email: tvasquez@manortx.gov

Phone: (512) 272-5555 x8287
Fax:

QUOTE PROVIDED TO:	SHIP TO:
City of Manor Tracey Vasquez PO Box 387 Manor, TX 78653-0387 (512) 272-5555 x8287	City of Manor Tracey Vasquez PO Box 387 Manor, TX 78653-0387 (512) 272-5555 x8287

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs		

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				YEAR 1			\$ -
2							\$ -
3	1		IN-90-12MONTH	Insight Subscription Recurring Governmentjobs.com, Inc. dba NeoGov - IN-90-12MONTH		\$ 2,623.15	\$ 2,623.15
4	1		IN-90-Setup	Insight Setup One-Time Governmentjobs.com, Inc. dba NeoGov - IN-90-Setup		\$ 3,004.24	\$ 3,004.24
5	1		ON-90-12MONTH	Onboard Subscription Recurring Governmentjobs.com, Inc. dba NeoGov - ON-90-12MONTH		\$ 2,294.90	\$ 2,294.90
6	1		ON-90-Setup	Onboard Setup One-Time Governmentjobs.com, Inc. dba NeoGov - ON-90-Setup		\$ 2,503.54	\$ 2,503.54
7	1		GOV-90-12MONTH	Governmentjobs.com Subscription Recurring Governmentjobs.com, Inc. dba NeoGov - GOV-90- 12MONTH		\$ 606.97	\$ 606.97
8							\$ -
9				YEAR 2			\$ -
10							\$ -
11	1		IN-90-12MONTH	Insight Subscription Recurring Governmentjobs.com, Inc. dba NeoGov - IN-90-12MONTH		\$ 5,508.61	\$ 5,508.61
12	1		ON-90-12MONTH	Onboard Subscription Recurring Governmentjobs.com, Inc. dba NeoGov - ON-90-12MONTH		\$ 4,819.30	\$ 4,819.30

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jim Carter
Phone:
Fax:
Email: jim.carter@connection.com

25514429.01

PLEASE REFER TO THE ABOVE
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Date: 7/3/2023
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Phone: (512) 272-5555 x8287
Fax:

QUOTE PROVIDED TO:	SHIP TO:
City of Manor Tracey Vasquez PO Box 387 Manor, TX 78653-0387 (512) 272-5555 x8287	City of Manor Tracey Vasquez PO Box 387 Manor, TX 78653-0387 (512) 272-5555 x8287

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* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
13	1		GOV-90-12MONTH	Governmentjobs.com Subscription Recurring Governmentjobs.com, Inc. dba NeoGov - GOV-90- 12MONTH		\$ 1,274.64	\$ 1,274.64
Subtotal						\$	22,635.35
Fee						\$	0.00
Shipping and Handling						\$	0.00
Tax							Exempt!
Total						\$	22,635.35



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

<p>Ordering Address GovConnection, Inc. 732 Milford Road Merrimack, NH 03054</p>	<p>Remittance Address GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906</p>
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Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer’s Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

<p>Please forward your Contract or Purchase Order to: SLEDOPS@connection.com</p>
<p>QUESTIONS: Call 800-800-0019</p>



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a Software and Services Purchase Agreement between the City of Manor and Cities Digital Inc. (CDI).

BACKGROUND/SUMMARY:

CDI is a Laserfiche services provider specializing in Records Management deployment, Project Management, and third-party integration. CDI will provide services through the use of licensing agreements that pertain to Microsoft and the Laserfiche content management software. The Microsoft licensing pertains to the use of hosting services the City will receive from CDI. The agreement covers Laserfiche installation, configuration, consulting and training, as well as Laserfiche Records Management setup, configuration, consulting, and training.

The initial term of the agreement is one year at a price of \$84,997.00. In renewal years two through 4 the price will be \$65,797.00.

Backup for the Unexpected CDI provides disaster recovery-ready status, CDI offers a quick and easy way to implement online backup services for all your day-today files. Nightly backups of network drives, databases, Exchange, SharePoint, Lotus, and Oracle are transmitted directly in encrypted format with a daily post-backup statistic email update. 24-hour hotline and emergency remote Laserfiche available.

Hosting in the Cloud CDI's cloud hosting services allow organizations to lower operating costs, achieve infinite scalability, and improve integration compatibility by moving their server to the cloud. CDI will manage necessary updates as they become available and will ensure your server achieves maximum up-time. Best of all, your organization will have a single point of contact for both your hosting and general Laserfiche needs. As with all services provided by CDI, the hosting service is competitive and secure. CDI has the experience and know-how to ensure your server is being managed optimally.

CDI currently works with 185 municipalities throughout the Country. Here is a list of some notable TX clients of CDI.

- Health Professions Council
- Texas State Board of Public Accountancy
- Texas Parks and Wildlife Department
- Grayson County
- City of Longview
- City of Borger – switching over to us currently

- Garland ISD
- Coppell ISD
- City of Killeen
- Texas Military Department
- Texas Lottery Commission
- El Paso ISD

LEGAL REVIEW: Yes , Irene Montelongo
FISCAL IMPACT: Approved FY23-24 Budget
PRESENTATION: Yes
ATTACHMENTS: Yes

- Quote
- Contract
- CDI Information

STAFF RECOMMENDATION:

It is the city staff’s recommendation that the City Council approve a Software and Services Purchase Agreement between the City of Manor and Cities Digital Inc. (CDI) in the amount not to exceed \$85,000.

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

Andrew Albers
 CDI
 2000 O'Neil Rd., Suite 100
 Hudson, WI 54016

Prepared for: City of Manor
 Quote #: 392982v.4
 Quote Date: 10/2/2023

Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
Total Software	\$.00	-	-	-
Total *Renewal	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00
Total Services	\$62,497.00	\$43,297.00	\$43,297.00	\$43,297.00
**TOTAL	\$84,997.00	\$65,797.00	\$65,797.00	\$65,797.00

* Renewals encompass Maintenance, Subscription, or Cloud where selected
 **Tax not included

Software & Renewal

Product	Software Quantity	Soft. Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Self-Hosted Municipality Site License (JSXGOV25)	1.00	\$.00	1.0000	\$25,000.00	\$25,000.00
				Software:	\$.00
				Renewal:	\$25,000.00
				Texas DIR Discount:	-\$2,500.00
				Tax:	\$.00
				Total:	\$22,500.00

Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Laserfiche installation, configuration, consulting, and training.</i>	40.00	\$160.00	\$6,400.00
Consulting Service Hours (CD2990) <i>Laserfiche Records Management setup, configuration, consulting, and training - Large RM project (up to 20 record types).</i>	80.00	\$160.00	\$12,800.00
		Service:	\$19,200.00
		Tax:	\$.00
		Total:	\$19,200.00

Hosting Services

Type	Name	Cores (GB)	Memory (GB)	Storage (GB)	Total
Laserfiche Server	Laserfiche Server	2	16	500	\$14,400.00
Web Server	Web Server	1	8	0	\$4,800.00
MS SQL (Dual Core)	MSSQL Server Licensing	0	0	0	\$6,996.00
MS SQL Server Base	MSSQL Server Base	1	16	0	\$7,200.00

Authentication Server	Authentication Server LFDS SAML	1	8	0	\$4,800.00
Laserfiche Server	CJIS PD Server w/ SQL Express	1	8	100	\$6,600.00
Authentication Server	CJIS PD Authentication	1	6	0	\$4,200.00
	TX DIR Discount				-\$5,699.00
Monthly Hosting Cost:					\$3,608.08
Annual Hosting Cost:					\$43,297.00
Tax:					\$.00
Annual Hosting Total:					\$43,297.00

CDI Texas DIR contract number: DIR-TSO-4387

Laserfiche Subscription Municipality Site License - What’s Included:

- 100 Business User Licenses – Full User Licenses
- Unlimited Public Portal
- Unlimited Servers (15 repositories/server)
- Forms Professional
- 3 Forms Portals
- Records Management
- 10 Quick Field Complete
- Advanced Audit Trail
- Import Agent
- Connector

CDI includes:

1. Unlimited phone, email and remote support at no additional cost.
2. “Hands and Eyes” service – no cost 15-minute sessions with our consulting team to help troubleshoot Laserfiche workflows, business processes, or any other guidance.
3. Complimentary annual Laserfiche system audit.
4. “Training Tuesday” – free bi-weekly training sessions with our Laserfiche Platinum certified trainer.
5. Monthly Newsletter - <https://www.cdi.support/cdi-newsletter>.
6. Complimentary Laserfiche webinars - <https://www.cdi.support/webinars>.
7. Extensive Laserfiche integrations expertise. CDI is Laserfiche’s top integration partner - <https://www.cdi.support/laserfiche-integrations>.
8. Extensive Laserfiche YouTube video library full of exciting content - <https://www.youtube.com/user/CitiesDigital/videos>.
9. Complimentary passes to Laserfiche’s annual Empower conference.



Software & Services Purchase Agreement

This agreement is made and entered into on, _____, 2023, by and between:

Cities Digital, Inc. (D.B.A. "CDI")
2000 O'Neil Road
Suite 150
Hudson, WI 54016
herein referred to as "Seller";

And

Buyer: City of Manor
Buyer Address 1: 105 E. Eggleston St.
Buyer Address 2:
City, State, Zip: Manor, TX 78653
herein referred to as "Buyer."

Buyer is a home-rule municipality and governmental entity in Travis County, Texas.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "A".

2. License Agreement: It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit D." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements except those terms and conditions acknowledged as inapplicable to governmental entities such as Buyer, and to the extent allowed by law, further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

3. Term of Agreement: The term of this Agreement shall be for 1 year from the date first written above and shall renew for a one-year term, unless terminated by either party with or without cause.

4. Purchase Price, Payments & Renewals: The purchase price for the software products and services being purchased by Buyer from Seller are set forth in the quotation in Exhibit "A" and shall be due and payable from Buyer to Seller as follows:

- a. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller commensurate with the payment schedule below. Initial invoices for software and services are due upon receipt. Future invoices will be paid within thirty (30) days of invoice date. Invoices not paid within thirty (30) days of invoice may be subject to a one and one-half percent (1.5%) monthly interest charge eighteen percent (18%) per year.
- b. It is acknowledged that certain items set forth in "Exhibit A" if necessary are based on Seller's estimates, including fees from the "Fee Sheet" included in "Exhibit B." The sums payable by Buyer for maintenance and upgrades as described in "Exhibit A" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date. Such sums may be subject to a price increase after payment for the initial year, provided that, the price shall only be increased by Seller in the event that Seller's costs therefore are increased by CompuLink Management Center, Inc. or its successor in interest. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.
- c. It is agreed that the estimates for those items set forth in "Exhibit A" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in "Exhibit A" hereinabove. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change.

Payment Schedule

Payment Date	Description / Percentage	Payment Amount
Upon Receipt of Licenses	Software and Maintenance & Services in Exhibit A	\$84,997.00

5. Limitation: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

6. Independent Contractor: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

7. Confidentiality: Seller shall keep confidential all non-public aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

8. Sharing Information: Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.

9. Commitment and Completion: It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "A." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

10. Insurance: Seller shall maintain commercial general liability and automobile liability insurance coverage which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than \$2,000,000 combined single limits per occurrence; Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than \$2,000,000 per claim. Within ten (10) calendar days of all signatures, Seller shall furnish the Buyer with certificates evidencing the date, amount, and type of insurance required by this contract.

11. Warranty and Limitations: Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation, Buyer shall be entitled to a full refund of the purchase price. It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation. In addition, said warranties shall not apply: a) To the extent of any problems encountered with the integration of external databases with the software installation; b) To the extent of any problems encountered as a result of the failure of the Buyer to install

and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or c) To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

12. Limitation and Damages: BUYER AGREES THAT SELLER'S TOTAL AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS AND/OR SERVICES INVOLVED. The Seller will endeavor to provide high quality services and a high-quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service, or data loss (including lost transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

13. Attorney's Fees: In the event of a suit, action, or mediation instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

14. Governing Law and Venue: This agreement shall be governed and construed under the laws of the State of Texas and venue for any suit, action, or mediation shall lie in Travis County.

15. Current Funds. The Buyer's financial obligations under this Agreement shall be paid from current funds.

16. Legal Rights and Defenses. Nothing in this Agreement shall be deemed to waive, modify or amend any legal right or defense available at law or in equity to either Buyer or Seller, nor create any legal rights or claim on behalf of any third party. Neither Buyer nor Seller waives, modifies, or alters any rights, defenses and immunities provided under the laws of the State of Texas, the Texas Constitution, and the United States Constitution.

17. Assignment. This Agreement binds and inures the benefit of the parties and their successors and permitted assigns, except that neither party may assign, transfer, novate, or otherwise modify this Agreement without the prior written consent of the other party.

18. Authority to Operate in Texas. Seller warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Seller has been duly authorized to act for and bind Seller; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Seller has been duly authorized to act for and bind Seller.

19. Energy Company Boycott. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement.

20. Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Seller represents that Seller and all wholly-owned subsidiary, majority-owned subsidiary, parent company and affiliates of Seller do not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

21. Boycott Israel. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement.

22. Comptroller List of Foreign Terrorist Organization. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, (relating to Iran, Sudan, or a foreign terrorist organization), solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Seller represents that neither Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

23. Severability: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

24. Complete Agreement: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.

25. Paperless Billing: By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED DECLINED _____

Email Address: lalmaraz@manortx.gov>

Seller: Cities Digital, Inc.

Name: Patrick Welsch

Title: President

Date:

Buyer: City of Manor

Name: Scott Moore

Title: City Manager

Date:

By: _____

By: _____

EXHIBIT A: Quotation

Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
Total Software	\$.00	-	-	-
Total *Renewal	\$22,500.00	\$22,500.00	\$22,500.00	\$22,500.00
Total Services	\$62,497.00	\$43,297.00	\$43,297.00	\$43,297.00
**TOTAL	\$84,997.00	\$65,797.00	\$65,797.00	\$65,797.00

* Renewals encompass Maintenance, Subscription, or Cloud where selected

**Tax not included

Software & Renewal

Product	Software Quantity	Soft. Unit Cost	Renewal Quantity	Renewal Unit Cost	Total
Laserfiche Self-Hosted Municipality Site License (JSXGOV25)	1.00	\$.00	1.0000	\$25,000.00	\$25,000.00
				Software:	\$.00
				Renewal:	\$25,000.00
				Texas DIR Discount:	-\$2,500.00
				Tax:	\$.00
				Total:	\$22,500.00

Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours (CD2990) <i>Laserfiche installation, configuration, consulting, and training.</i>	40.00	\$160.00	\$6,400.00
Consulting Service Hours (CD2990) <i>Laserfiche Records Management setup, configuration, consulting, and training - Large RM project (up to 20 record types).</i>	80.00	\$160.00	\$12,800.00
			Service: \$19,200.00
			Tax: \$.00
			Total: \$19,200.00

Hosting Services

Type	Name	Cores (GB)	Memory (GB)	Storage (GB)	Total
Laserfiche Server	Laserfiche Server	2	16	500	\$14,400.00
Web Server	Web Server	1	8	0	\$4,800.00
MS SQL (Dual Core)	MSSQL Server Licensing	0	0	0	\$6,996.00
MS SQL Server Base	MSSQL Server Base	1	16	0	\$7,200.00

Authentication Server	Authentication Server LFDS SAML	1	8	0	\$4,800.00
Laserfiche Server	CJIS PD Server w/ SQL Express	1	8	100	\$6,600.00
Authentication Server	CJIS PD Authentication	1	6	0	\$4,200.00
	TX DIR Discount				-\$5,699.00
Monthly Hosting Cost:					\$3,608.08
Annual Hosting Cost:					\$43,297.00
Tax:					\$.00
Annual Hosting Total:					\$43,297.00

CDI Texas DIR contract number: DIR-TSO-4387

Laserfiche Subscription Municipality Site License - What's Included:

- 100 Business User Licenses – Full User Licenses
- Unlimited Public Portal
- Unlimited Servers (15 repositories/server)
- Forms Professional
- 3 Forms Portals
- Records Management
- 10 Quick Field Complete
- Advanced Audit Trail
- Import Agent
- Connector

CDI includes:

1. Unlimited phone, email and remote support at no additional cost.
2. "Hands and Eyes" service – no cost 15-minute sessions with our consulting team to help troubleshoot Laserfiche workflows, business processes, or any other guidance.
3. Complimentary annual Laserfiche system audit.
4. "Training Tuesday" – free bi-weekly training sessions with our Laserfiche Platinum certified trainer.
5. Monthly Newsletter - <https://www.cdi.support/cdi-newsletter>.
6. Complimentary Laserfiche webinars - <https://www.cdi.support/webinars>.
7. Extensive Laserfiche integrations expertise. CDI is Laserfiche's top integration partner - <https://www.cdi.support/laserfiche-integrations>.
8. Extensive Laserfiche YouTube video library full of exciting content - <https://www.youtube.com/user/CitiesDigital/videos>.
9. Complimentary passes to Laserfiche's annual Empower conference.

Cloud Hosting or Online Backup Options:

SERVER HOSTING: ACCEPTED **DECLINED** _____

- Windows 2019 Server
- 500 GB of storage (\$.50/GB thereafter)
- 1 public IP address (\$10/Mo. thereafter)
- 1 VPN MFA Account (\$5/Mo. thereafter)
- Daily backup services with restoration up to 90 days
- Antivirus
- 12-month term

Client-Side Firewall Configuration

Many clients choose to have a secured tunnel to/from their hosted server to their network. This is called an IPsec VPN Tunnel.

What is a secured IPsec VPN Tunnel?

In computing, Internet Protocol Security (IPsec) is a secure network protocol suite that authenticates and encrypts the packets of data sent over an Internet Protocol network. It is used in virtual private networks (VPNs).

IPsec includes protocols for establishing mutual authentication between agents at the beginning of a session and negotiation of cryptographic keys to use during the session. IPsec can protect data flows between a pair of hosts (host-to-host), between a pair of security gateways (network-to-network), or between a security gateway and a host (network-to-host). Internet Protocol security (IPsec) uses cryptographic security services to protect communications over Internet Protocol (IP) networks. IPsec supports network-level peer authentication, data-origin authentication, data integrity, data confidentiality (encryption), and replay protection.

The initial IPv4 suite was developed with few security provisions. As a part of the IPv4 enhancement, IPsec is a layer 3 OSI model or internet layer end-to-end security scheme, while some other Internet security systems in widespread use operate above layer 3, such as Transport Layer Security (TLS) and Secure Shell (SSH), both of which operate at the Application layer. IPsec can automatically secure applications at the IP layer.

CDI IPSec VPN Config Planning:

Client endpoint IP: _____

Client Firewall Make: _____

Are you able to configure NAT for a VPN connection: Yes/No

Phase 1:

Authentication Method: Mutual PSK

PSK: ***** (sent out separately after form submittal)

Encryption Algorithm:

AES 256 bit (settings must match on each side)

Hash Algorithm:

SHA256 (settings must match on each side)

DH Group:

14 (2048 bit)

Phase 2:

What client IP or subnet requires access over the tunnel?

Encryption Algorithm:

AES 256 bit (settings must match on each side)
Hash Algorithm:
SHA256 (settings must match on each side)

EXHIBIT B: Software Support Policy, “LSAP” (Laserfiche Software Assurance Plan) or “Annual Maintenance”

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with access to hotfixes and expert technical support.

Services included in base LSAP costs:

- Cities Digital technical support hotline:
 - 855-714-2800
 - Support@CDI.support
 - <https://www.cdi.support/support>

- Software updates including hotfixes and new feature releases
- LogMeIn remote support (allows support technicians to access buyer’s computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

Description of Support Services

Laserfiche Software Assurance Plan (LSAP)	<p>Fee is based upon software components that have been purchased. The support plan is renewable each year.</p> <p>Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or “bugs.” Technical Support does include assisting buyer with how-to questions and assistance with configuration of the software.</p>
Response Time and Definition	<p>Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the buyer’s convenience.</p> <p>Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations.</p> <p>Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed.</p>
Options for Coverage During Non-Standard Business Hours or “After Hours Support”	<p>Appointments may be scheduled with the Director of Support at support@citiesdigital.com.</p> <p>After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training & other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are \$250/hr before 8:00am and after 7:00pm Central Time and weekends.</p>
Cities Digital Closed on Six Federal Holidays	<p>Cities Digital will be closed New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p>

Capability for Remote Diagnostics	A web-based tool for remote diagnostics and support called LogMeIn is utilized. With specific prior written authorization from Buyer an unattended access tool is available for use.
Maintenance Cost for Fixes, Major Releases and Platform Changes	Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer at support.laserfiche.com or by request from Support@CitiesDigital.com. Major and infrequent upgrades referred to as “platform changes” may be subject to a fee. The fee is set by the manufacturer when the platform is released.
Support Escalation Procedures	<ol style="list-style-type: none"> 1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely. 2. If immediate resolution is not possible, problem is reported to second tier support. 3. If there is no existing solution, Cities Digital development will write a script, solution or “work around” to fix the problem. Cities Digital will then implement the solution. <p>Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital.</p>
Tracking Database	All support cases are tracked in a ticketing system. The tracking software assigns incident numbers and the buyer may call and request the status on any support case at any time during work hours or by visiting the client portal.
Third-Party IT Contractors	Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote-access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer’s network IP addresses, network security and access may be necessary from time-to-time. Charges from third-party IT consultants may be assigned. Cities Digital is not responsible for such charges. It is the policy of Cities Digital to copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to.

Services not included in base LSAP costs, Rates Sheet:

Technical services, design, configuration	Per hour	\$200
Project management (per hour)	Per hour	\$200
Development, integration and conversion (per hour)	Per hour	\$300
Cancelled Meeting within 24 Hours (1/2 hour/person)	Per hour	\$100 - \$150
Off-hours work, outside normal business hours excluding holidays (per hour)	Per hour	\$300
Encrypted drive shipment – Export/Import (per request)	Per export/import	\$500
Managed Services including configuration of domains, IP addresses, certificates, firewall or SQL	Per hour	\$300
Mileage reimbursement	Per mile	\$.585
Per diem minimum when providing onsite service	Per day	\$250

Exhibit C: Laserfiche On-Premise Recommended Server Specifications - Server Specifications Does not apply to Laserfiche Cloud

Laserfiche Web Client Requirements	Laserfiche Server Requirements	Laserfiche Client Requirements
 <p>Thin Client Workstations Forms Audit Trail Web Access Public Portal Mobile Weblink</p>	 <p>Laserfiche Server Advanced Audit Trail Workflow Web Access Weblink Laserfiche Forms Forms Portal Import Agent Public Portal DCC Directory Server Federated Search Web Admin Console Quick Fields</p>	 <p>Thick Client Workstations Laserfiche Client Workflow Designer ScanConnect Snapshot LF Plus Quick Fields Import Agent</p>

Laserfiche Web Client Requirements

Minimum Web Server Requirements	Recommended Web Server Requirements
<p>Recommended: CPU: 2 GHz or faster processor Memory: 4 GB RAM Operating system: Windows Server 2012, Windows 8.1, Windows Server 2012 R2, Windows 10, Windows Server 2016, Windows Server 2019</p> <ul style="list-style-type: none"> Internet Information Services (IIS): IIS 8 or later. .NET 4.8 is required. The ASPNET component corresponding to your .NET version should also be installed in IIS. Ensure the Windows Authentication feature in IIS is enabled. <p><small>Note: Server operating systems (Windows Server 2008 R2, etc.) are preferred</small></p>	<p>Recommended: CPU: 2.8 GHz or faster processor Memory: 8 GB RAM Operating system: Windows Server 2012 or later, x64 only</p> <ul style="list-style-type: none"> Internet Information Services (IIS): IIS 8 or later. .NET 4.8 is required. The ASPNET component corresponding to your .NET version should also be installed in IIS. Ensure the Windows Authentication feature in IIS is enabled. <p><small>Note: Hardware requirements may fluctuate based on the number of users logged in to the server. If you expect to have many simultaneous connections to your Laserfiche web server, we encourage you to configure it with a faster CPU and/or add more RAM.</small></p> <p><small>Note: Serving high-resolution images can require large amounts of system resources. If your repository contains high-resolution images, make sure that the total paging file size on the Laserfiche web server is at least twice the amount of physical memory (RAM).</small></p>

Web Client Workstations

The web client is supported on Chrome, Microsoft Edge (Chromium), Firefox, and Safari for iOS.

Laserfiche Server Requirements

Minimum Laserfiche Server Requirements

Processor Type (CPU): Intel or AMD x64 Processor at 1.8 GHz; 64-bit Windows operating system
Memory: 2 GB RAM
Operating system: Windows Server 2012, Windows 8.1, Windows Server 2012 R2, Windows 10, Windows Server 2016, Windows Server 2019

Note: The Laserfiche Server is only supported on x64 versions of your Windows operating system. In addition, production implementations of the Laserfiche Server should be installed on Windows Server operating systems; non-server operating systems are supported for testing and demonstration purposes.

Database engine: Microsoft SQL Server 2014 Service Pack 3, Microsoft SQL Server 2016 Service Pack 2, Microsoft SQL Server 2017, Microsoft SQL Server 2019

Note: Express editions of the above Microsoft SQL Server versions are supported, but are only suitable for repositories of fewer than one million pages and five or fewer simultaneously-connected users. Larger or more frequently-accessed repositories will see significant performance issues when using Microsoft SQL Server Express.

Recommended Laserfiche Server Requirements

Recommended:
Processor Type (CPU): Intel or AMD x64 Processor at 2.0 GHz or faster; 64-bit Windows operating system
Operating System: Windows Server 2012 or later, x64 editions only
Database engine: Microsoft SQL Server 2014 Service Pack 3 or later

Note: If the Laserfiche Server and Laserfiche Full-Text Indexing and Search Service will be installed on the same computer, a quad core CPU and 8 GB of RAM are recommended.

Laserfiche Client Requirements

Minimum Laserfiche Client Requirements

Processor Type (CPU): Intel or AMD x64 Processor at 1.8 GHz; 64-bit Windows operating system
Memory: 2 GB RAM
Operating system: Windows 8.1, Windows Server 2012 R2, Windows 10, Windows Server 2016, Windows Server 2019

Exhibit D: End User License Agreements

EXHIBIT D: End User License Agreement or "EULA"

The licensing agreements listed below pertain to Microsoft and Laserfiche. The Microsoft licensing pertains to use of hosting services from Cities Digital. Should clients not be utilizing hosting services the following eight points should not be considered applicable.

MICROSOFT SOFTWARE LICENSING AGREEMENT or "EULA"

Buyer agrees to accept the following conditions related to Software Licensing:

1. This Agreement is binding in all applicable jurisdictions.

2. Buyer is prohibited from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law.

3. Microsoft or its suppliers are hereby indemnified for any damages, whether direct, indirect, or consequential, arising from the Software Services.

4. Seller or a third party on Buyer's behalf (and not Microsoft or its suppliers) will provide technical support for the Cloud Server.

5. The Products are licensed to Buyer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

6. Buyer agrees to permitting Seller to disclose Buyer's contact information where required to satisfy license registration with software manufacturers such as Laserfiche or Microsoft.

7. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").

8. Microsoft will be an intended third-party beneficiary of this Agreement, with the right to enforce provisions of the End User Agreement and to verify the compliance of the End User.

9. The **Laserfiche End User License Agreement** is available for reference in entirety on our website at cdi.support/eula



Take Information Further



Meet CDI (Cities Digital, Inc)

As a top international Laserfiche provider, proudly serving clients for over 20 years, CDI offers an extensive set of resources for your paperless initiatives. CDI offers software, hardware, integration, cloud, and services to help clients achieve their most ambitious electronic content management (ECM) initiatives. With all that CDI provides, we understand the importance of backing up great solutions with great employees. CDI is proud to invest in and to provide highly knowledgeable staff to assist clients during every step of their project. From introductory software demonstrations to solution consulting, training, development, and ongoing client support, CDI is excited to be your chosen partner for success.

CDI ECM Services & Solutions

- ✓ Software
- ✓ Support
- ✓ Consulting
- ✓ Training
- ✓ Development
- ✓ Digital Signatures
- ✓ Hosting
- ✓ Backup
- ✓ Hardware

Laserfiche Software

For more than thirty years customers have been trusting Laserfiche with the security and storage of their content. With clients in more than forty countries and more than 36,000 clients in total, Electronic Content Management and Laserfiche have become a formidable competitor in the marketplace. Laserfiche offers a complete suite of products including business process automation, workflow, records management (DOD 5015.2 Certification), document imaging, e-forms, and a robust API.

Support You Can Count On

CDI's Laserfiche Support Team includes experienced, Gold and Platinum-certified Laserfiche technicians. The Support Team offers the latest in industry-specific compliance knowledge, best practices and architecture. The goal of every support request is helping to quickly and easily troubleshoot unexpected issues, provide prompt answers to software questions and treat every client with patience and understanding.

Consulting Guided by Experts

The consulting services provided by CDI range from exploratory to post-implementation. You'll experience leading direction, design and documentation of new or revised processes. Through improved capture, management & dissemination of your information, your organization will see faster ROI working with CDI.

- Project Planning
- System Design
- Custom Training
- Project Management
- Procedural Design
- Workflow & Form Design

Training Knowledge & Confidence

The efficiencies and benefits gained when going paperless are undeniable but onboarding and adoption with existing staff can sometimes have its challenges. Trust the professional training staff at CDI to carefully and mindfully help guide your staff through their paper-to-paperless transition.

- Onsite & Online Training
- Workshops & User Groups
- Free Monthly Training Webinars
- Introductory & Advanced Course



855-714-2800
sales@cdi.support

www.cdi.support
Laserfiche® is a trademark of Laserfiche



Your Partner for Success



Development Without Barriers

Every document management solution is unique and may require a little to a lot of customization. Integrating and unifying systems can create even greater efficiency and make your overall solution that much more powerful. At CDI, our team of in-house developers are available to make your document management system friendly to all users and powerful to all administrators.

Digital Signatures Made Easy

What good is having a paperless office if you are still gathering physical signatures? CDI provides organizations with the freedom to quickly and efficiently gather digital signatures. With a combination of Laserfiche software, CDI integrations, and DocuSign, our digital signature solutions can automate and streamline the signature procurement process with the use of email notifications, automated workflow activities, and automatic document archiving.

Hosting in the Cloud

CDI's cloud hosting services allow organizations to lower operating costs, achieve infinite scalability, and improve integration compatibility by moving their server to the cloud. CDI will manage necessary updates as they become available and will ensure your server achieves maximum up-time. Best of all, your organization will have a single point of contact for both your hosting and general Laserfiche needs. As with all services provided by CDI, the hosting service is competitive and secure. CDI has the experience and know-how to ensure your server is being managed optimally.

Backup for the Unexpected

For organizations looking to achieve true disaster recovery-ready status, CDI offers a quick and easy way to implement online backup services for all your day-to-day files. Nightly backups of network drives, databases, Exchange, SharePoint, Lotus, and Oracle are transmitted directly in encrypted format with a daily post-backup statistic email update. 24-hour hotline and emergency remote Laserfiche available.

Hardware to Get the Job Done

CDI is proud to be a Canon Premier Partner, offering high-speed document scanning solutions. Whether you are looking for a high-speed, personal-use scanner for your desk, or a high-capacity, high-speed departmental or workgroup document scanner for your office, let the scanning hardware pros at CDI help you select the high-speed scanner that's perfect for you.



Stay up to date with all the latest Laserfiche news. Sign up for our monthly newsletter.



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sales@cdi.support

www.cdi.support
Laserfiche® is a trademark of Laserfiche

PREMIER

CLOUD HOSTING SOLUTIONS

FOR **Laserfiche**® & EVERYTHING ELSE

CDI offers trusted online services and solutions to organizations looking to reduce the headaches, burdens, and costs of self-hosting infrastructure.

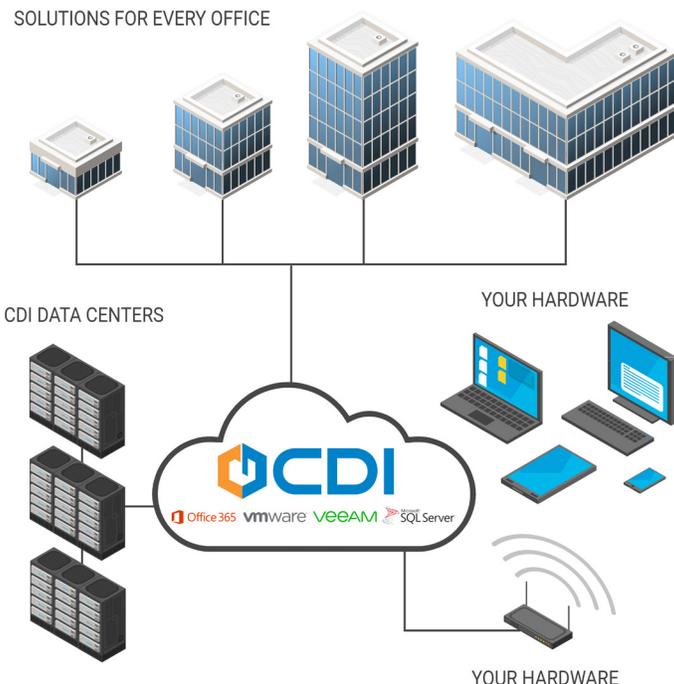
Is your office ready?



About Us

Your Trusted Partner

Countless organizations rely solely on *CDI* as the technological back-bone of their organization. Not only will *CDI* handle all necessary updates and ensure maximum server up-time, but your office will have a single point of contact for both your hosting and general Laserfiche needs.



Why Choose Us

Working with the Best

With *CDI's* hands-on approach of personal consulting and expertise, our clients enjoy the freedom of less hardware, reduced IT staff headaches, repurposed staff hours, great service, and more.

Hosting Solutions Include:

- Application Hosting (Laserfiche, CRM, Quickbooks, etc.)
- Office 365
- Exchange and SQL

Your Key to Compliance

CDI Data Centers

- PCI DSS
- HIPAA Compliant
- SOC 1, 2 & 3 Type 2
- HITRUST CSF Certified
- ISO 27001
- NIST 800-53
- ITAR
- EU-U.S. Privacy Shield Framework





Trusted Data Solutions

24/7 Security

- Round-the-clock security & technical staff
- Dual-factor authentication access
- Biometric scanners
- Monitored security cameras & intercom system
- Cage security cameras available

Connectivity

- 3 Tb network capacity
- Carrier-neutral blended, and proactively managed & monitored, IP bandwidth
- Redundant, automatically rerouted connections ranging from 10 Mbps - 10 Gbps
- Proactive Layer 3 & Layer 4 DDoS protection

Power & Cooling

- N+1 UPS redundancy
- 9 MW critical load UPS capacity
- 1,500 W/SF power density
- N+1 cooling redundancy
- Hot/cold aisle configuration
- 100% power SLA
- 1.4 PUE rating

Compliance

- HITRUST CSF compliant site
- PCI DSS compliant site
- Annual, independent audits according to: EU-US Privacy Shield framework; SOC 1 Type II, SOC 2 Type II, SOC 3; NIST 800-53; ITAR: SSAE 18
- HITRUST & PCI certification services available
- Regulatory & standards compliance assessment, analysis, consulting, & planning services available



CDI Qualifications and Experience

Mission Statement: Our mission at CDI is to provide clients with the tools and services for implementing effective technologies within their business. Our tools and services are derived from our creativity and the desire to satisfy the client and make their workplace more efficient.

We believe in innovation at CDI: Innovation in the solutions we provide to clients, in how we work with clients and in our day-to-day life. We know that innovation is what keeps us ahead of our competition and allows us to provide a higher standard of quality in our business.

We also believe in communication skills: Communication skills are how we interact with each other and it's how we understand and astound our clients. Our communication skills help us provide the best and most exceptional professional services to our clients.

Established in 2001, CDI has grown to become a leader in Laserfiche document management solutions. The company began by offering an integrated experience for users leveraging the power of the Laserfiche document management platform and integrating the system with different line-of-business applications. With over 100 integrations, CDI is Laserfiche's largest Professional Development Partner.

CDI maintains a full-time development department, creating custom solutions and integrations with Laserfiche, as well as performing conversions from other systems. The custom work of this department has been recognized nationally by Laserfiche in their spotlight case studies and at their annual conferences. While the initial implementation of your Laserfiche system is certainly of very high importance, CDI places an equal amount of importance on cultivating partnerships and helping clients to continue growing their system. The City should be aware that not only does CDI have the necessary resources to provide exceptional support, additional consulting and development services, but is proactive in providing free user group sessions (available remotely), a monthly newsletter, and a comprehensive annual audit of the system.

As a requirement for many clients, Cities Digital carries an SSAE16 certification as a result of an annual audit. Hosting, online backup and Cloud services are offered by Cities Digital from our state-of-the-art collocation facility.

As client projects have grown and the Laserfiche suite of products expanded, CDI added a team of project managers, coordinators and developers. The company is able to provide all services related to this project without any subcontractors.

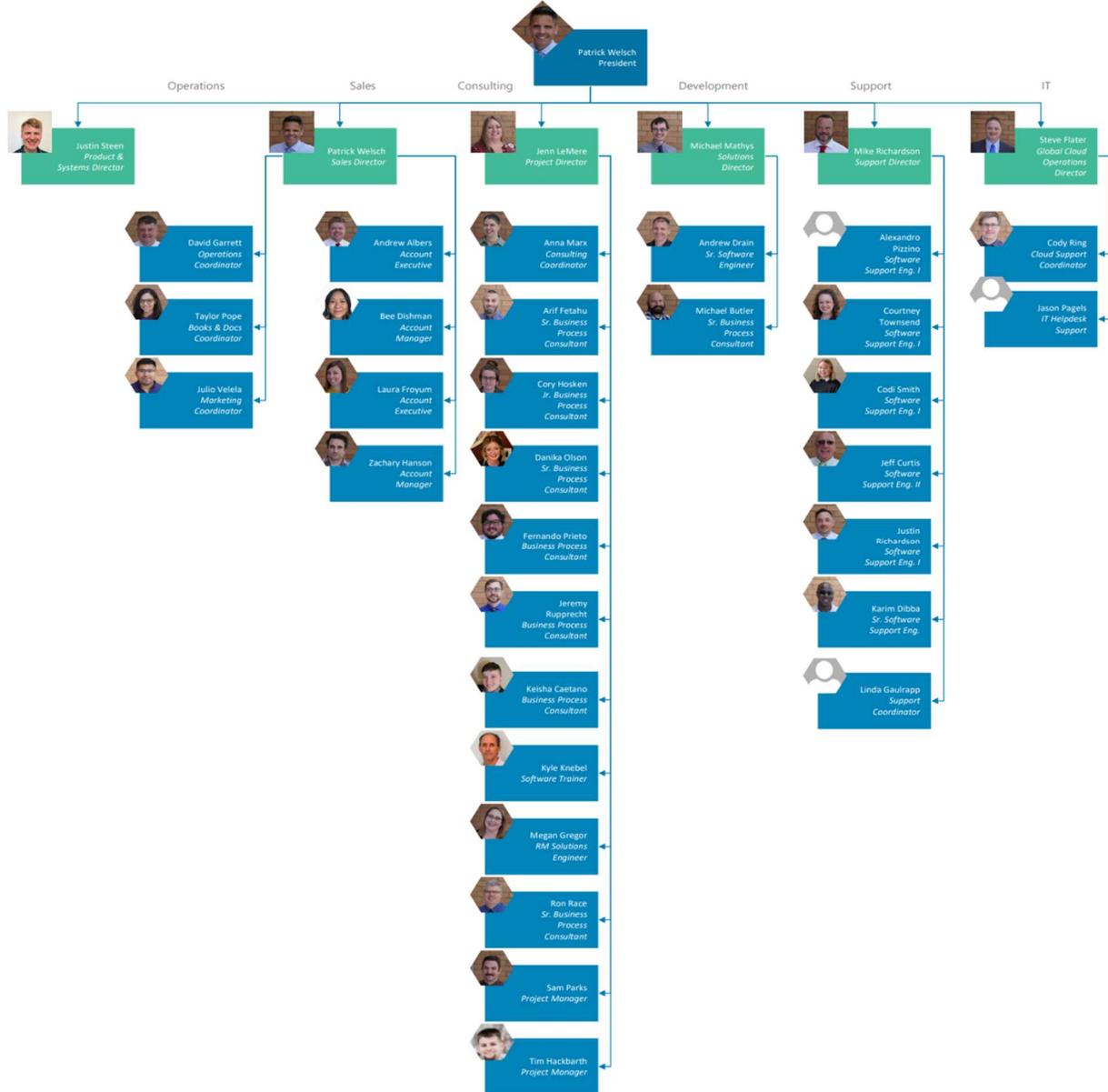
The more than 650 clients working with CDI understand that the consultative services and support they receive is a truly tailored direction, built on experience. By regularly seeking client feedback and involvement, CDI enjoys a high level of customer loyalty. CDI's tag line "Take information further!" becomes increasingly more appropriate, as it is the overriding goal for clients, each and every day.

For more than twenty years CDI has been supporting, training and implementing integrated document management, records management and workflow solutions. It has been the pleasure of CDI to work with clients ranging from the National Guard to The Centers for Medicare and Medicaid, The State of Washington to the Texas Health Professionals Council.

During all the implementations, CDI has offered proactive guidance and expert product knowledge. Paired with friendly and ever-present technical support and an on-staff development team, CDI has the ability to offer all necessary services under one roof.

CDI has implemented hundreds of Laserfiche systems since our inception, with many similar in size to the City of Manor. CDI has helped many government agencies not only implement basic document management environments but, also, much more advanced systems with expanded functionality with records management, workflows, business process automations, and various integrations. Our DocuSign and ArcGIS integrations are popular in the government space. Additionally, CDI has considerable experience implementing local government records retention schedules within the Laserfiche Records Management environment.

Company Organizational Chart



Additionally, CDI would like to highlight our experience in terms of Laserfiche project management, records management, business process design, and ongoing account management. Our experience in these key areas is one of CDI’s main distinguishing factors.

Project Management

- CDI has PMP (Project Management Professional) certified employees on-staff that have trained our Project Managers in project management strategies, use of risk registers and the methods and strategies used in ECM deployment.
- Our Project Managers have varying levels of Project Management experience in their role at CDI but also in previous roles prior to CDI.
- The staff selected for this project are trained on a regular annual schedule to use the industry-leading processes for implementation of ECM. The staff selected for this project have also been a part of more than 100 implementations of the Laserfiche ECM solution. With that background, you will be advised on the pitfalls and perils seen in other projects along with suggestions of best methods and quick wins for deployment.
- CDI has implemented projects ranging in size and scope from the Medicare/Medicaid Processing Centers deployment of Records Management features in Laserfiche to a business process deployment ranging multiple continents for a global manufacturing firm.
- CDI uses multiple tools during the project management process including Microsoft Project, our own proprietary project management tools in Laserfiche and report automation for clients.
- Our Project Managers have a Project Coordinator assisting them. Our Project Coordinator's prime role is to assist in scheduling and meeting coordination with clients. This is a valuable role as it ensures meeting coordination back-and-forth is kept to a minimum and allows customers to email consulting@cdi.support for a meeting time with any of our team members.

Records Management

- Our team of experts will properly launch your Laserfiche Records Management deployment. CDI will guide you through the process of organizing, classifying and automating your records. With our plan, your users will be able to effortlessly tag records and watch them automatically enter retention. Laserfiche will perform cutoffs and keep you informed of upcoming dispositions.

Business Process Design

- When it comes to the automation, workflow and approval processes Laserfiche has many features that may be leveraged to solve your digital transformation goals. Our Business Process Designers are skilled, and the staff selected for this project has more than 10 years of designing the very most complicated, advanced and elegant workflows our firm has ever built.
- Staff selected for this project has experience building workflows and forms for other local government customers.

Integrations

- Our team is the largest Laserfiche Development Partner, with more integrations available than any other Laserfiche Partner.
- Our integrations are used by many customers throughout the world, have been available for many years and are proven to work and deliver results.
- When your team has additional integration projects, a new application that has not been previously integrated, our team of developers will be able to assist or build your integration. Our team of developers

(3) are skilled in full stack development and have extensive experience using the Laserfiche API, C#, MS SQL, Angular, JavaScript and many more languages.

Ongoing Account Management

- Your account will be assigned an account manager that will be connecting with the primary account contact no less than four times per year and seeking input on the quality of service you have received.
- The Account Manager assigned to your account will be intimately aware of your Laserfiche product array and be available to generate quotations or handle any concerns you have on your account. Additionally, your Account Manager will be meeting with you to assist in registration for the Laserfiche Empower training conference or other training events in the area.

It is the opinion of CDI that the City will find CDI an exceptional candidate for the proposed project for the following reasons:

1. **Experience:** CDI has 20+ years of experience working with large and small government agencies and currently supports over 650 EDMS/ECM clients nationally. CDI is a Gold/Platinum-certified Laserfiche provider and was awarded the Laserfiche President's Award in 2021.
2. **Leadership:** CDI has led clients through records management and conversions ranging in size from the Medicaid/Medicare Processing Centers to the Utah Retirement System and Public Employee Health Program. Many of the CDI employees have more than 10 years of experience and worked through large, challenging enterprise projects.
3. **Integration:** The development team at CDI has integrated into hundreds of applications and is Laserfiche's largest development partner. With this track record and experience in integration, CDI will be helping your team launch the project and guiding or building the interfaces, leading to a successful completion.
4. **Security:** CDI takes security and your privacy seriously. CDI has passed an SSAE16 audit within the past 12 months and uses a datacenter that is SOCII audited.



It is our belief that CDI has the best offering for the City's project to implement an Electronic Content Management System. Our experience, staff, integrations and guidance will ensure a successful migration to a digitally transformed environment.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: October 2, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District.

BACKGROUND/SUMMARY:

The Travis Central Appraisal District has reached out to all Jurisdictions in the eastern part of Travis County for nominations to be considered for the Board of Directors (BOD) of the Travis Central Appraisal District (TCAD). The City of Manor is defined as being in the eastern part of the County and eligible to vote.

Per city records, the City of Manor has only participated once and made a nomination on January 1, 2018.

Board Qualifications:

To be eligible the person must be a resident of the district and have resided in the district at least two years preceding the date the person takes office. Additional restrictions on the eligibility of the BOD are governed by Tax Code 6.035 (copied below).

Sec. 6.035. RESTRICTIONS ON ELIGIBILITY AND CONDUCT OF BOARD MEMBERS AND CHIEF APPRAISERS AND THEIR RELATIVES. (a) An individual is ineligible to serve on an appraisal district board of directors and is disqualified from employment as chief appraiser if the individual:

(1) is related within the second degree by consanguinity or affinity, as determined under Chapter [573](#), Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district; or

(2) owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

(A) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section [33.02](#); or

(B) a suit to collect the delinquent taxes is deferred or abated under Section [33.06](#) or [33.065](#).

(a-1) An individual is ineligible to serve on the board of directors of an appraisal district if the individual:

(1) has served as a member of the board of directors for all or part of five terms, unless:

(A) the individual was the county assessor-collector at the time the individual served as a board member; or

(B) the appraisal district is established in a county with a population of less than 120,000;

(2) has engaged in the business of appraising property for compensation for use in proceedings under this title at any time during the preceding three years;

(3) has engaged in the business of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years; or

(4) has been an employee of the appraisal district at any time during the preceding three years.

(b) A member of an appraisal district board of directors or a chief appraiser commits an offense if the board member continues to hold office or the chief appraiser remains employed knowing that an individual related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to the board member or chief appraiser is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district in which the member serves or the chief appraiser is employed. An offense under this subsection is a Class B misdemeanor.

(c) A chief appraiser commits an offense if the chief appraiser refers a person, whether gratuitously or for compensation, to another person for the purpose of obtaining an appraisal of property, whether or not the appraisal is for ad valorem tax purposes. An offense under this subsection is a Class B misdemeanor.

(d) An appraisal performed by a chief appraiser in a private capacity or by an individual related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to the chief appraiser may not be used as evidence in a protest or challenge under Chapter 41 or an appeal under Chapter 42 concerning property that is taxable in the appraisal district in which the chief appraiser is employed.

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

- Resolution
- TCAD Letter

STAFF RECOMMENDATION:

The city staff recommends that the City Council approve a resolution nominating a candidate for the Board of Directors of the Travis Central Appraisal District and authorize the City Manager to submit the nomination ballot on behalf of the city.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS APPROVING THE CITY OF MANOR’S SUBMISSION NOMINATING A CANDIDATE FOR THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT.

WHEREAS, the Travis Central Appraisal District has provided notice that Ms. Elizabeth Montoya’s term will expire this year and they are accepting nominations for candidates representing the eastern jurisdictions beginning January 1, 2024 for a new election to fill the current vacancy; and

WHEREAS, the City Council of of Manor, Texas (the “City Council”) finds it is appropriate to present a nomination to be included on the ballot of candidates for the election to the Board of Directors of the Travis Central Appraisal District to fill the current vacancy.

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

Section 1. The City Council hereby approves the recitals contained in the preamble of this Resolution and finds that all the recitals are true and correct and incorporate the same in the body of this Resolution as findings of fact.

Section 2. The City Council hereby approves and presents its nomination of _____ to be included on the ballot of candidates for election to the Board of Directors of the Travis Central Appraisal District to fill the vacant position representing Eastern Travis County.

Section 3. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

PASSED AND ADOPTED by the City Council of Manor, Texas, at a special called meeting on the ____ day of October, 2023, at which a quorum was present, and for which due notice was given pursuant to Texas Government Code, Chapter 551.

CITY OF MANOR, TEXAS

Dr. Christopher Harvey, Mayor

ATTEST:

Lluvia Almarez, City Secretary

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

JAMES VALADEZ
CHAIRPERSON
THERESA BASTIAN
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER



MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS

TOM BUCKLE
DEBORAH CARTWRIGHT
DR OSEZUE EHIYAMEN
BRUCE ELFANT
VIVEK KULKARNI
ELIZABETH MONTOYA
BLANCA ZAMORA-GARCIA

THE HONORABLE DR. CHRISTOPHER HARVEY, MAYOR
CITY OF MANOR
PO BOX 387
MANOR, TX 78653

September 18, 2023

The term of your current member of the Board of Directors of the Travis Central Appraisal District **ELIZABETH MONTOYA** will expire this year. Accordingly, the election of a member to the Board must be conducted this fall to select the person who will serve in that capacity for the term beginning January 1, 2024 to December 31, 2024.

To be eligible to serve on the Board of Directors, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing jurisdiction may not be a member unless they are also an elected official.

Your jurisdiction is defined to be in the eastern part of the County and eligible to vote. A complete list of those jurisdictions is enclosed. Should you desire to make a nomination to the Board, you must deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 31, 2023.

After nominations have been submitted, on or before November 7, 2023, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy of such ballot to the presiding officer of the governing body of each city and school district in eastern Travis County. The ballot must be returned to the Chief Appraiser by December 15, 2023.

On or before December 21, 2023, the Chief Appraiser will count the votes by such cities and school districts, declare the results thereof, and submit the same to the governing bodies of each city and school district, and to each of the candidates nominated by such cities and school districts. In the event of a tie vote, according to the Property Tax Code, it will be resolved by a method of chance by the Chief Appraiser.

If you desire to submit a nomination, please do so by **October 31, 2023 in the form of a resolution to the following address:**

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,
Marya Crigler
Chief Appraiser
Travis Central Appraisal District

Representation	Jurisdiction	Presiding Officer
EAST	CITY OF CREEDMOOR	THE HONORABLE FRAN KLESTINEC
EAST	CITY OF ELGIN	THE HONORABLE THERESA Y McSHAN
EAST	CITY OF MANOR	THE HONORABLE DR. CHRISTOPHER HARVEY
EAST	CITY OF MUSTANG RIDGE	THE HONORABLE DAVID BUNN
EAST	CITY OF PFLUGERVILLE	THE HONORABLE VICTOR GONZALES
EAST	CITY OF ROUND ROCK	THE HONORABLE CRAIG MORGAN
EAST	COUPLAND ISD	CRYSTAL WARD
EAST	DEL VALLE ISD	REBECCA A. BIRCH
EAST	ELGIN ISD	BYRON MITCHELL
EAST	MANOR ISD	MONIQUE CELEDON
EAST	PFLUGERVILLE ISD	RENAE MITCHELL
EAST	ROUND ROCK ISD	AMBER FELLER
EAST	VILLAGE OF SAN LEANNA	THE HONORABLE MOLLY QUIRK
EAST	VILLAGE OF WEBBERVILLE	THE HONORABLE HECTOR GONZALES
EAST	CITY OF CREEDMOOR	THE HONORABLE FRAN KLESTINEC
EAST	CITY OF ELGIN	THE HONORABLE THERESA Y McSHAN
EAST	CITY OF MANOR	THE HONORABLE DR. CHRISTOPHER HARVEY
EAST	CITY OF MUSTANG RIDGE	THE HONORABLE DAVID BUNN
EAST	CITY OF PFLUGERVILLE	THE HONORABLE VICTOR GONZALES