



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

City Council Regular Meeting

Wednesday, September 20, 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 Saturday, September 23, 2023, as "Austin Community College District Day"

PUBLIC COMMENTS

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

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

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

PUBLIC HEARINGS

- 1. Conduct a Public Hearing on the FY2023-2024 Proposed Property Tax Rate of the City of Manor, Texas.**
Submitted by: Lydia Collins, Director of Finance

- 2. Conduct a Public Hearing on the FY2023-2024 Proposed Annual Budget of the City of Manor, Texas.**
Submitted by: Lydia Collins, Director of Finance
- 3. Conduct a public hearing 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.**
Submitted by: Scott Dunlop, Development Services Director
- 4. Conduct a public hearing 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
- 5. Conduct a public hearing 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
- 6. Conduct a public hearing 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

CONSENT AGENDA

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

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

- **September 6, 2023, City Council Regular Meeting;**
- **September 11, 2023, City Council Called Special Session; and**
- **September 15, 2023, City Council Called Special Session**

8. Consideration, discussion, and possible action on accepting the August 2023 Departmental Reports.

Submitted by: Scott Moore, City Manager

- Finance – Lydia Collins, Director of Finance
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

9. Consideration, discussion, and possible action on a License and Maintenance Agreement with Lagos Residential Community, Inc. for the construction, improvement, installation, and maintenance of landscaping.

Submitted by: Scott Dunlop, Development Services Director

REGULAR AGENDA

10. Consideration, discussion, and possible action on an amendment to a Statement of Work No. 9 for the Cottonwood Creek Wastewater Treatment Plant, Phase III project.

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

11. Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Submitted by: Scott Moore, City Manager

12. Consideration, discussion, and possible action on an ordinance adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Submitted by: Scott Moore, City Manager

13. First 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

- 14. First 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
- 15. First 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
- 16. First 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
- 17. Consideration, discussion, and possible action on a lease contract for the funding of City of Manor Police vehicles.**
Submitted by: Lydia Collins, Director of Finance
- 18. Consideration, discussion, and possible action on renewing the re-rate medical cost projection form for FY 2023-2024 between the City of Manor and the health insurance pool, TX Health Benefits Pool; and authorized the City Manager to execute the re-rate notice and benefits form.**
Submitted by: Tracey Vasquez, HR Director
- 19. Consideration, discussion, and possible action regarding compensation and benefits for City Council Members.**
Submitted by: Scott Moore, City Manager and Tracey Vasquez, HR Director
- 20. Consideration, discussion, and possible action regarding authorizing the City Manager to select a consultant and negotiate and execute a legal agreement to perform services pursuant to the August 25, 2023 Request for Proposal Scope of Services solicited under the Terms and Conditions for the Downtown Strategic Plan Consulting Services for the City of Manor, 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.**
Submitted by: Scott Jones, Economic Development Director

EXECUTIVE SESSION

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

- *Sections 551.071, and 551.087, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Manor Spring project; and*
- *Sections 551.071 and 551.072 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding a resolution of the City of Manor, Texas authorizing the purchase and closing of real property for \$20,800,000.00, plus closing costs; providing for the approval of the Real Estate Purchase Contract and an amendment to the Contract; and authorizing the Mayor or City Manager to execute any and all contracts and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters.*

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.

- 21. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas authorizing the purchase and closing of real property for \$20,800,000.00, plus closing costs; providing for the approval of the Real Estate Purchase Contract and an amendment to the Contract; and authorizing the Mayor or City Manager to execute any and all contracts and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters.**

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 15, 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



PROCLAMATION

Whereas, ACC opened its doors on September 17, 1973, with 1,726 students and 177 faculty/staff; and

Whereas, in the 50 years since its founding, ACC has served the Central Texas community; providing pathways to hundreds of thousands of high school students seeking access to college, traditional college-aged students seeking to transfer to a four-year university, and adults seeking to skill-up and advance in their career; and

Whereas, over the years, ACC's service area has grown to a region that is geographically the size of Connecticut with a taxing district that includes seven school districts including Manor ISD; and

Whereas, ACC emphasizes hands-on, experiential and personalized learning opportunities, establishing innovative facilities like incubators in high-demand industries and the renowned ACCelerator learning lab; and

Whereas, ACC has long been a leader of providing free college to high school students through dual credit courses, Early College High Schools, Career Academies, and P-Tech programs—helping families save thousands in higher education costs and increasing the college-going rates of high school graduates; and

Whereas, ACC is recognized for its work to close equity gaps in higher education and is one of the nation's Achieving the Dream Leader Colleges for improving student outcomes and elevating the importance of completion milestones; and

Whereas, ACC was recognized and awarded the prestigious, national *Seal of Excelencia* for its high level of commitment and effort to successfully serve Latino students, and the college is proudly a Hispanic Serving Institution; and

Whereas, ACC is recognized by the Texas Higher Education Coordinating Board as having the best rate for academic transfer success for students seeking a bachelor's degree.

Now Therefore, I, Dr. Christopher Harvey, Mayor of the City of Manor, Texas, and on behalf of the Manor City Council, do hereby proclaim Saturday, September 23, 2023, as:

“Austin Community College District Day”

in the City of Manor.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Manor to be affixed this 20th day of September 2023.

Dr. Christopher Harvey, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Lydia Collins, Director of Finance
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Conduct a Public Hearing on the FY2023-2024 Proposed Property Tax Rate of the City of Manor, Texas.

BACKGROUND/SUMMARY:

A public hearing was conducted on August 16, 2023, at City Hall Chambers located at 105 E Eggleston St. Manor, TX 78653 at 7 p.m. Council voted 4 to 3 in favor of the adoption of the Ordinance. Adoption of a tax rate that exceeds the no new revenue tax rate (which is .6763) requires approval by 60% of the Council, which is 5 members. Therefore, Ordinance No. 716 was not adopted at the August 16th meeting. On Monday, August 28, the Council held a workshop on the question of issuing tax notes for FY 23/24. The Council decided against the issuance of the tax notes and voted to continue with the process to consider the adoption of the proposed tax rate described below.

The proposed Tax rate for FY 2023-2024:

Operation & Maintenance (O&M)	.4802
Debt Service	.1987
Total Tax Rate	.6789

On September 6, 2023, the City Council approved the reconsideration of Ordinance Number 716, levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Form 50-856

STAFF RECOMMENDATION:

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

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

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Item 1.

City of Manor

512-272-5555

Taxing Unit Name

Phone (area code and number)

105 E Eggleston St Manor, TX 78653

www.manortx.gov

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,763,624,291
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,763,624,291
4.	2022 total adopted tax rate.	\$.7470 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2022 ARB values:	\$ 77,796,879
	B. 2022 values resulting from final court decisions:	-\$ 74,969,725
	C. 2022 value loss. Subtract B from A. ³	\$ 2,827,154
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value:	\$ 5,801,437.00
	B. 2022 disputed value:	-\$ 580,144.00
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 5,221,293
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 8,048,447

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,771,672,738
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 0 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 0 C. Value loss. Add A and B. ⁶	\$ 5,060,147
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 5,060,147
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 3,574,060
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,763,038,531
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 13,184,516.33
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 14,618.50
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 13,184,516.33
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 1,874,671,097 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 1,447,735 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 8,483,281 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 1,864,740,081

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>236,699,338</u>	
	B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u>	
	C. Total value under protest or not certified. Add A and B.	\$ <u>236,699,388</u>
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>2,101,439,419</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>152,1159,241</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>152,159,241</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>1,949,280,178</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>.6763</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ <u>0</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>.5090</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,771,672,738</u>

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	9,017,814.24
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 9,960.93 B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 128,103.75 C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 118,142.82 E. Add Line 30 to 31D.	\$ 8,899,671.42
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,949,280,178
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$.4565 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0 B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ 0 B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0 B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ 0 B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$.4565 /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 0 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0 /\$100 C. Add Line 40B to Line 39.	\$.4565 /\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$.4724 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0 /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 4,177,523.50 B. Subtract unencumbered fund amount used to reduce total debt. - \$ C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ D. Subtract amount paid from other resources - \$ E. Adjusted debt. Subtract B, C and D from A.	\$ 4,177,523.50
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 4,177,523.50
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100 % B. Enter the 2022 actual collection rate. 100 % C. Enter the 2021 actual collection rate. 101 % D. Enter the 2020 actual collection rate. 100 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100 %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 4,177,523.50
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,101,439,419
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$.1987 /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$.6711 /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ 0 /\$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ <u>0</u> /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>0</u>
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0</u> /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>.6763</u> /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ <u>0</u> /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>.6711</u> /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>.6711</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ <u>0</u>
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0</u> /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ <u>.6711</u> /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63. Year 3 component.	Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>.7355</u> /\$100 As applicable: Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control)	
B.	Unused increment rate (Line 66)..... \$ <u>0</u> /\$100	
C.	Subtract B from A \$ <u>.7355</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>.7470</u> /\$100	
E.	Subtract D from C..... \$ <u>-.0115</u> /\$100	
64. Year 2 component.	Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>.7667</u> /\$100 As applicable: Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control)	
B.	Unused increment rate (Line 66)..... \$ <u>.0054</u> /\$100	
C.	Subtract B from A \$ <u>.7613</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>.7827</u> /\$100	
E.	Subtract D from C..... \$ <u>-.0214</u> /\$100	
65. Year 1 component.	Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>.8215</u> /\$100 As applicable: Line 47, Line 50 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control)	
B.	Unused increment rate..... \$ <u>0</u> /\$100	
C.	Subtract B from A \$ <u>.8215</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>.8161</u> /\$100	
E.	Subtract D from C..... \$ <u>.0054</u> /\$100	
66. 2023 unused increment rate.	Add Lines 63E, 64E and 65E.	\$ <u>0</u> /\$100
67. Total 2023 voter-approval tax rate, including the unused increment rate.	Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>.6711</u> /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ <u>.4565</u> /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>.0237</u> /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>.1987</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>.6789</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u> /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0</u> /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ <u>0</u> /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ <u>0</u>
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ <u>0</u> /\$100

⁴⁶ Tex. Tax Code §26.042(b)⁴⁷ Tex. Tax Code §26.042(f)⁴⁸ Tex. Tax Code §26.042(c)⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$.6763 /\$100

As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: _____

Voter-approval tax rate. \$.6711 /\$100

As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: _____

De minimis rate. \$.6789 /\$100

If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

**print
here** ▶

Lydia M. Collins

Printed Name of Taxing Unit Representative

**sign
here** ▶

Lydia Collins
Taxing Unit Representative

8/5/2023

Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Lydia Collins, Finance Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Conduct a Public Hearing on the FY 2023-2024 Proposed Annual Budget of the City of Manor, Texas.

BACKGROUND/SUMMARY:

There were two City Council Budget Workshops recommended by the Budget Committee on August 2, 2023. The Budget Committee Chair is Maria Amezcua, Councilmember Deja Hill, Councilmember, City Manager Scott Moore, and Finance Director Lydia Collins are the committee members. Budget Workshops were held on August 8, 2023, at 7 p.m. and on August 10, 2023, at 11 a.m. at the following location:

City Hall
 105 E Eggleston St
 Manor, TX 78653

The first Public Hearing for the FY 2023-2024 Proposed Budget was on September 6, 2023 at 7pm City Hall 105 E Eggleston St Manor, TX 78653.

The FY2023-24 Proposed Budget is recommended by the Budget Committee.

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

- FY 2023-2024 Proposed Annual Budget
- Draft Ordinance FY2023-24 Annual Budget
- Exhibit A
- Budget PowerPoint Presentation

STAFF RECOMMENDATION:

Staff recommends that the City Council conduct the second public hearing on the FY2023-2024 Proposed Annual Budget of the City of Manor, Texas.

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

ORDINANCE NO. ____**FY 2023-2024 ANNUAL BUDGET ORDINANCE**

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2023-2024, and which said proposed annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received said City Manager's proposed annual budget, a copy of which, along with all supporting schedules, have been filed with the City; and

WHEREAS, the City Council conducted a public hearing to discuss the proposed annual budget for FY 2023-2024 on September 6, 2023 and September 20, 2023, as provided by law;

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

Section 1. The proposed annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Section 2. The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved annual budget document for the fiscal year ending September 30, 2024.

Section 3. Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

PASSED, ADOPTED, AND APPROVED on this ____ day of ____ 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

DRAFT

Exhibit “A”

FY 2023-2024 ANNUAL BUDGET

DRAFT



Proposed Annual Budget Fiscal Year 2023-24

Original Budget Adopted: _____

Ordinance Number: _____

Amended Budget Adopted: _____

Ordinance Number: _____

FY 2022-2023		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
13,826,933	1,766,619	12,060,314
-	1,010,592	(1,010,592)
1,512,341	4,138,912	(2,626,571)
3,156,273	1,368,994	1,787,279
40,000	1,027,666	(987,666)
419,079	596,512	(177,433)
131,999	6,331,462	(6,199,463)
-	942,605	(942,605)
100	253,475	(253,375)
-	296,034	(296,034)
-	338,199	(338,199)
-	-	-
19,086,725	18,071,070	1,015,655

4-Aug-23		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
13,068,484	1,465,844	11,602,640
0	766,245	(766,245)
1,687,952	3,492,687	(1,804,735)
2,188,738	1,087,322	1,101,416
40,000	581,698	(541,698)
412,775	357,040	55,735
123,435	4,466,224	(4,342,789)
-	624,845	(624,845)
-	190,756	(190,756)
-	341,318	(341,318)
-	187,509	(187,509)
-	-	-
17,521,384	13,561,488	3,959,896

FY 2023-24		
BUDGET REVENUES	BUDGET EXPENSES	NET
15,207,946	1,514,282	13,693,664
-	1,085,379	(1,085,379)
1,307,474	4,152,408	(2,844,934)
2,428,521	1,511,043	917,478
-	1,112,045	(1,112,045)
420,437	599,483	(179,046)
118,651	7,068,810	(6,950,159)
-	996,302	(996,302)
-	1,179,411	(1,179,411)
-	301,471	(301,471)
-	277,500	(277,500)
315,105	-	315,105
19,798,134	19,798,134	-

FUND BALANCES	
ESTIMATED 30-Sep-23	PROJECTED 30-Sep-24

0	534,114	(534,114)
3,819,736	3,853,668	(33,932)
2,878,132	1,827,657	1,050,475
-	-	-
6,697,868	6,215,439	482,429

0	521,516	(521,516)
2,842,862	2,895,826	(52,964)
2,283,053	1,431,854	851,199
-	-	-
5,125,915	4,849,196	276,719

GENERAL FUND

ADMINISTRATION
FINANCE DEPT.
STREET DEPT.
DEVELOPMENT SERVICES
PARKS
MUNICIPAL COURT
POLICE DEPT.
IT DEPT.
ECONOMIC DEV. SVCS.
HUMAN RESOURCES
COMMUNITY DEV SVCS

TRANSFERS

GENERAL FUND TOTALS

UTILITY FUND

PUBLIC WORKS
WATER
WASTEWATER
TRANSFERS

UTILITY FUND TOTALS

TOTAL POOLED FUNDS

TOTAL DEBT SERVICE

RESTRICTED FUNDS

COURT TECH FUND
COURT BLDG SEC FUND
HOTEL OCCUPANCY
CAPT IMPACT-WATER
CAPT IMPACT-WW
PARK FUNDS
BOND FUNDS

RESTRICTED FUND TOTALS

GRAND TOTALS

25,784,593	24,286,509	1,498,084
------------	------------	-----------

22,647,299	18,410,684	4,236,615
------------	------------	-----------

4,176,713	4,178,063	(1,350)
-----------	-----------	---------

4,192,220	4,177,279	14,941
-----------	-----------	--------

12,000	7,307	4,693
8,600	7,620	980
33,225	9,000	24,225
392,006	-	392,006
864,500	-	864,500
-	-	-
15,925,445	15,925,445	0
17,235,776	15,949,372	1,286,404

3,282	-	3,282
3,740	-	3,740
30,709	305,285	(274,576)
841,821	832,975	8,846
1,958,592	5,055,637	(3,097,045)
-	-	-
16,271,513	690,831	15,580,682
19,536,479	7,221,081	12,315,399

GRAND TOTALS

47,197,082	44,413,944	2,783,138
------------	------------	-----------

46,375,998	29,809,044	16,566,955
------------	------------	------------

GRAND TOTALS

0	731,543	(731,543)
4,505,107	4,535,119	(30,012)
3,059,651	2,298,097	761,554
-	-	-
7,564,758	7,564,759	(1)

27,362,892	27,362,893	(1)
------------	------------	-----

4,188,697	4,177,524	11,174
-----------	-----------	--------

9,500	9,500	-
8,400	500	7,900
66,556	100,000	(33,444)
392,006	364,102	27,904
2,615,438	3,909,455	(1,294,017)
-	334	(334)
15,580,682	14,611,410	969,272
18,672,582	18,995,301	(322,719)

50,224,171	50,535,718	(311,547)
------------	------------	-----------

5,060,640	5,060,639
-----------	-----------

91,186	102,360
--------	---------

46,674	46,674
12,518	20,418
457,267	423,823
734,293	762,197
2,208,728	914,711
671,747	671,413
-	-
4,178,198	2,886,207

9,330,024	9,018,477
-----------	-----------

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.

The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.

CITY OF MANOR

Travis County, Texas

Proposed FY 2023-2024 Annual Budget



PROPOSED FY 2023-2024 ANNUAL BUDGET

Scott Moore, City Manager

Lydia Collins, Director of Finance

September 6, 2023



PROPOSED FY 2023-2024 ANNUAL BUDGET

As required by section 102.005 (d) of the Texas Local Government Code, the City of Manor provides the following statement on this cover page of its budget:

This budget will raise more total property taxes than last year’s budget by \$1,114,264 or 12.94%, and of that amount \$1,033,009 is tax revenue to be raised from new property added to the tax roll this year.

+

●

(2) the record vote of each member of the governing body;

- Christopher Harvey, Mayor _____ Emily Hill, Mayor Pro Tem _____ Councilmembers; Anne Weir _____, Maria Amezcua _____, Sonia Wallace _____, Aaron Moreno _____, Deja Hill _____.

(3) the municipal property tax rates for the preceding fiscal year:

- Operation and Maintenance Rate \$0.4802
- Debt Rate \$0.1988
- Total \$0.6853
 - A. The property tax rate \$0.6763
 - B. The no-new-revenue (NNR) tax rate \$0.6763
 - C. The NNR M&O tax rate \$0.4565
 - D. The voter-approval tax rate \$0.6711
 - E. The debt rate \$0.1988
 - F. The de minimis rate \$0.6789

(4) total amount of municipal debt obligations \$ 30,140,000.00



CITY OF MANOR

COUNCIL-APPOINTED ADVISORY GROUPS, ORGANIZATIONS, AND REPRESENTATIVE AGENCIES

CITY

Board of Adjustment
 Planning & Zoning Commission
 Public Improvement District (PID) Committee
 Tax Increment Reinvestment Zone, No. 1 (TIRZ)
 Budget Committee
 Park Committee
 Public Tree Advisory Board
 Economic Development Committee
 Emergency Management Committee
 Public Safety Committee and Community Advisory Committee
 Capital Improvement Committee
 Education Committee
 Healthcare Committee
 Community Collaborative Committee
 Charter Review Commission
 Ethics Commission
 Community Impact Fee Advisory Committee
 Manor Housing Public Facility Corporation

REGION

Capital Area Council of Governments (CAPCOG)
 Capital Area Metropolitan Planning Organization (CAMPO)
 Capital Metro
 Travis County ESD#12
 Friends of Manor Parks
 Keep Manor Beautiful
 Manville Water
 EPCOR
 Oncor Electric
 Bluebonnet Electric
 Texas Film Commission
 Travis County Office of Emergency Management



CITY OF MANOR - CITY COUNCIL



Dr. Christopher Harvey
Mayor



Emily Hill
Council Member
Place 1
Mayor Pro Tem



Anne Weir
Council Member
Place 2



Maria Amezcua
Council Member
Place 3



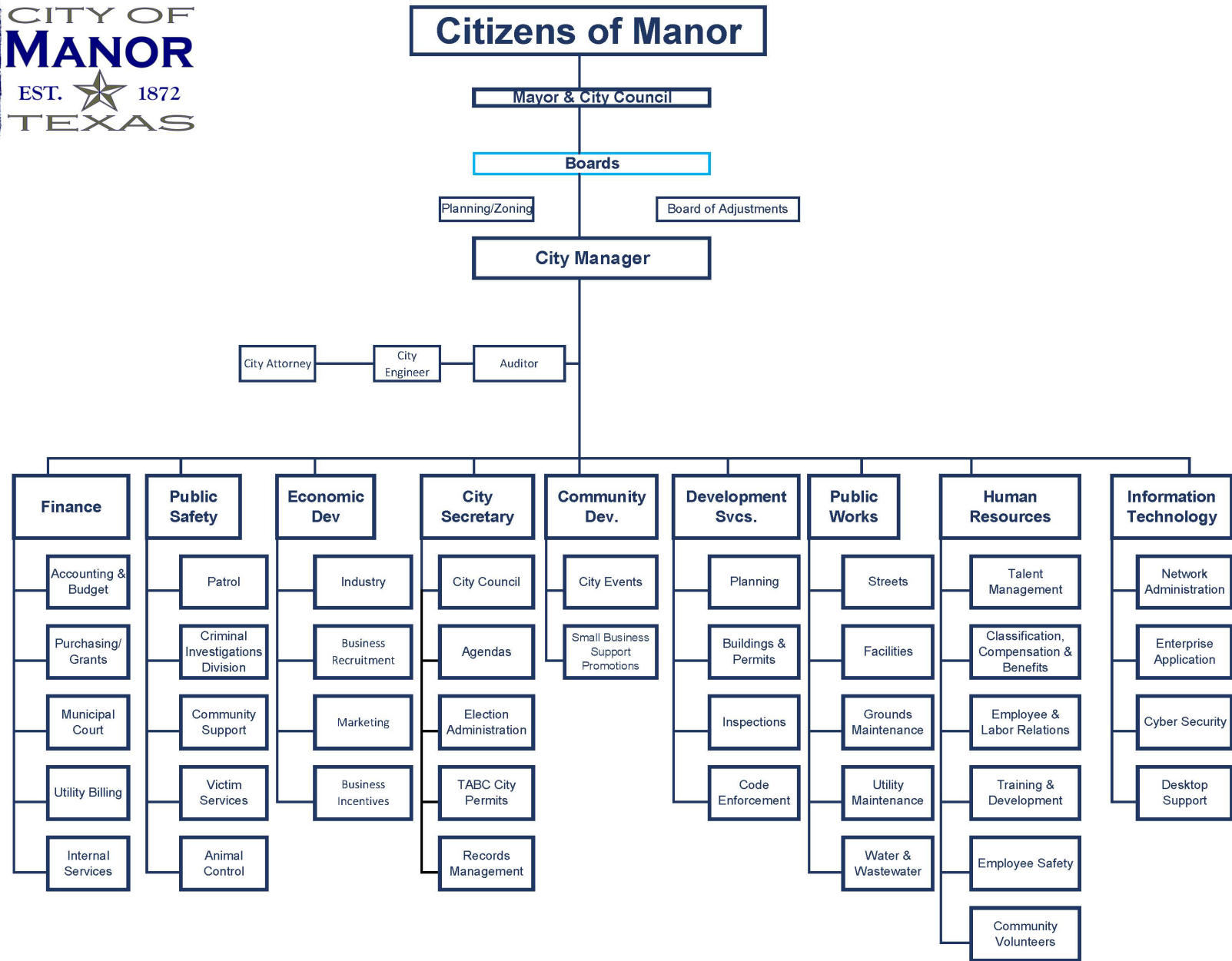
Sonia Wallace
Council Member
Place 4



Aaron Moreno
Council Member
Place 5



Deja Hill
Council Member
Place 6



CITY OF MANOR SENIOR MANAGEMENT TEAM

Scott Moore.....City Manager

Lydia Collins.....Director of Finance

+ **Ryan Phipps**.....Chief of Police

● **Lluvia Almaraz**.....City Secretary

○ **Matthew Woodard**.....Director of Public Works

Scott Dunlop.....Director of Development Services

Tracey Dubois-Vasquez.....Director of Human Resources

Scott Jones.....Director of Economic Development

Phil Green.....Director of Information Technology



Mayor and City Council,

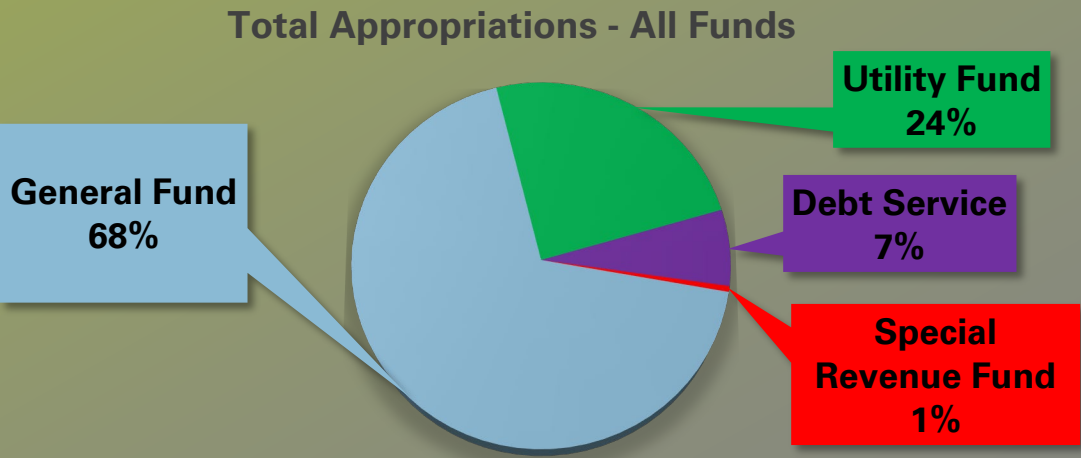
In accordance with the provisions of Article III Section 8.04 of the Manor City Charter, the proposed *Annual Operating Budget* for the City of Manor for the Fiscal Year of October 1, 2023, through September 30, 2024, is hereby presented for your consideration.

The grand total of all appropriations for all departments, operations, and functions proposed for the FY 2023-2024 Annual Budget is \$34,559,064 to be generally distributed as described herein.

- + The proposed FY 2023-2024 Annual Budget is a zero based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations and services. Our primary goal of this proposed budget is to maintain existing levels of service. Staff remains focused on enhancing service levels wherever possible.

The FY 2023-2024 Annual Budget as proposed is delineated into four (4) basic funding categories:

- **General Fund (\$19.7M)** – revenues and expenditures related to the provision of primary or traditional city services whose main financial support comes from tax dollars
- **Utility Fund (\$7.5M)** – an enterprise fund monitoring all financial transactions relating to the provision of potable water and sanitary sewer services through the city’s systems
- **Debt Service (\$4.1M)** – all proceeds and expenditures related to servicing, annual debt payments, and/or management of various debt obligations
- **Special Revenue (\$0.066M)** – revenues and expenditures related to various projects and programs that are supported by a dedicated revenue stream



FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS

Item 2.

○ General Fund Revenue

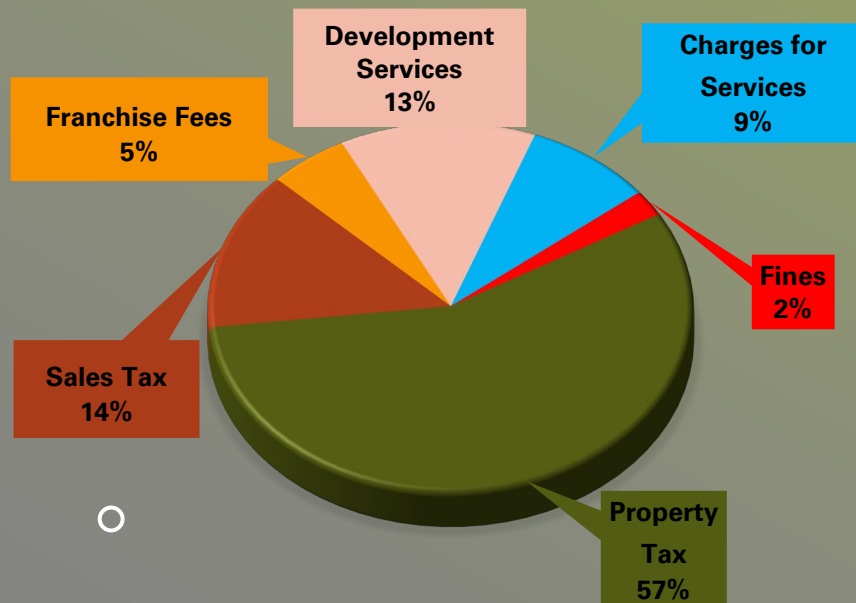
The General Fund is the City of Manor's principal operating fund for essential city services and is supported by a variety of revenue sources. Property (Ad Valorem) Taxes and Sales Tax, however, provide the primary funding support as the graph below shows.

Property Taxes – Property tax revenue projected in FY23-24 assumes moderate growth in the city's taxable valuation, as home construction is anticipated to continue at its present rate throughout the fiscal year.

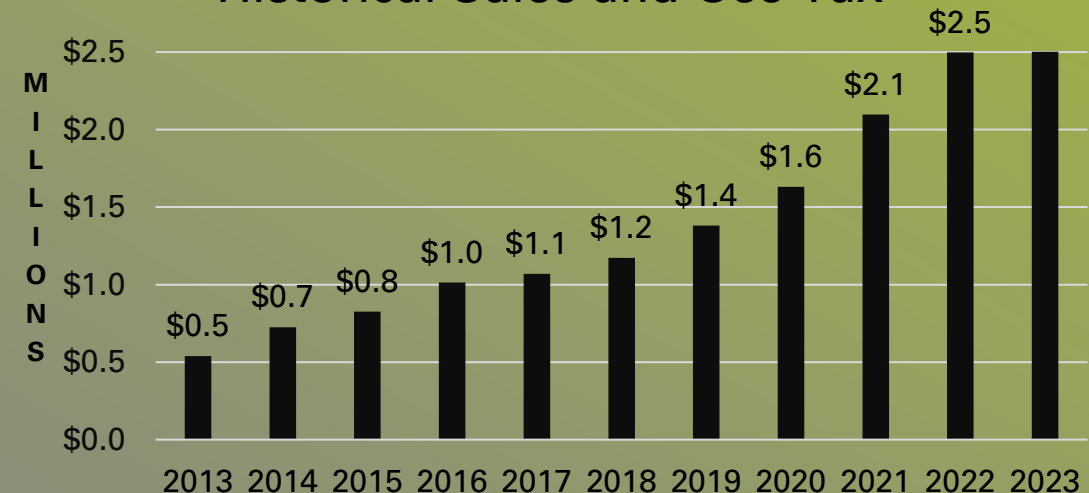
- The proposed FY23-24 Budget is predicated on adoption of a tax rate of \$0.6789. This rate will lower the tax rate from \$.7470 by \$.0681.

Sales Tax – The State of Texas imposes a 6.25% sales and use tax on "all retail sales, leases and rentals of most goods, as well as taxable services". The City of Manor imposes an additional 2.0% sales tax to create a maximum combined rate of 8.25%. Of that total Austin MTA (Capital Metro) receives 1.0%, and Travis County Emergency Services District 12 0.05%. The City has experienced steady annual increases in sales tax revenue over the last decade, but the last two years have produced historical income levels:

- Total Sales Tax Revenue is currently projected to exceed **\$2.5M** by FY23-24 year-end



Historical Sales and Use Tax



2021 Certificates of Obligation/Capital Improvement Program

2021 Certificates of Obligation

Water

FM 973 12" Waterline	525,320.00
FM 973 12" Waterline (Oversizing from 12" to 16")	230,000.00
Gregg Manor Water Storage Supply-Ground Storage Tank and Pumps	3,126,620.00
US 290 12" Waterline	380,765.00
Subtotal - Water	\$4,262,705.00

Wastewater

FM 973 Gravity Wastewater Line (Oversizing from 8" to 12" and 12" to 15")	417,910.00
Bell Farms Lift Station Expansion	799,250.00
Presidential Glen Lift Station Expansion	799,250.00
Subtotal - Wastewater	\$2,016,410.00

Total - All Funds **\$6,279,115.00**

Issuance Cost/Misc. **\$80,885.00**

GRAND TOTAL **\$ 6,360,000.00**

Status of the projects as of 8/8/2023

Water

FM 973 12" Waterline – **Project Completed**
FM 973 12" Waterline (Oversizing from 12" to 16") – **Project Completed**
Gregg Manor Water Storage Supply-Ground Storage Tank and Pumps – **Advertised for Bidding, Bid Opening August 22, 2023**

US 290 12" Waterline – **Surveying Complete and easement descriptions sent to ROW agent**

Wastewater

FM 973 Gravity Wastewater line – **Project Completed**
Bell FARMS Lift Station Expansion – **Under Construction**
Presidential Glen Lift Station Expansion – **Under Construction**

Tax Notes Series 2022

Water

Gregg Lane Ground Storage Tank and Pressurization Facilities	\$ 3,781,000.00
FM 973 Water Line	\$ 454,000.00
Subtotal - Water	\$ 4,235,000.00

Wastewater

Cottonwood WWTP Phase III Expansion	\$ 4,160,000.00
Subtotal - Wastewater	\$ 4,160,000.00

Streets

Improvements to roadways, including safety feature improvements	\$ 1,500,000.00
Subtotal - Streets	\$ 1,500,000.00

Total - All Funds	\$ 9,895,000.00
Issuance Cost/Misc.	\$ 105,000.00
GRAND TOTAL	\$ 10,000,000.00

Status of the projects as of 8/8/2023

Water

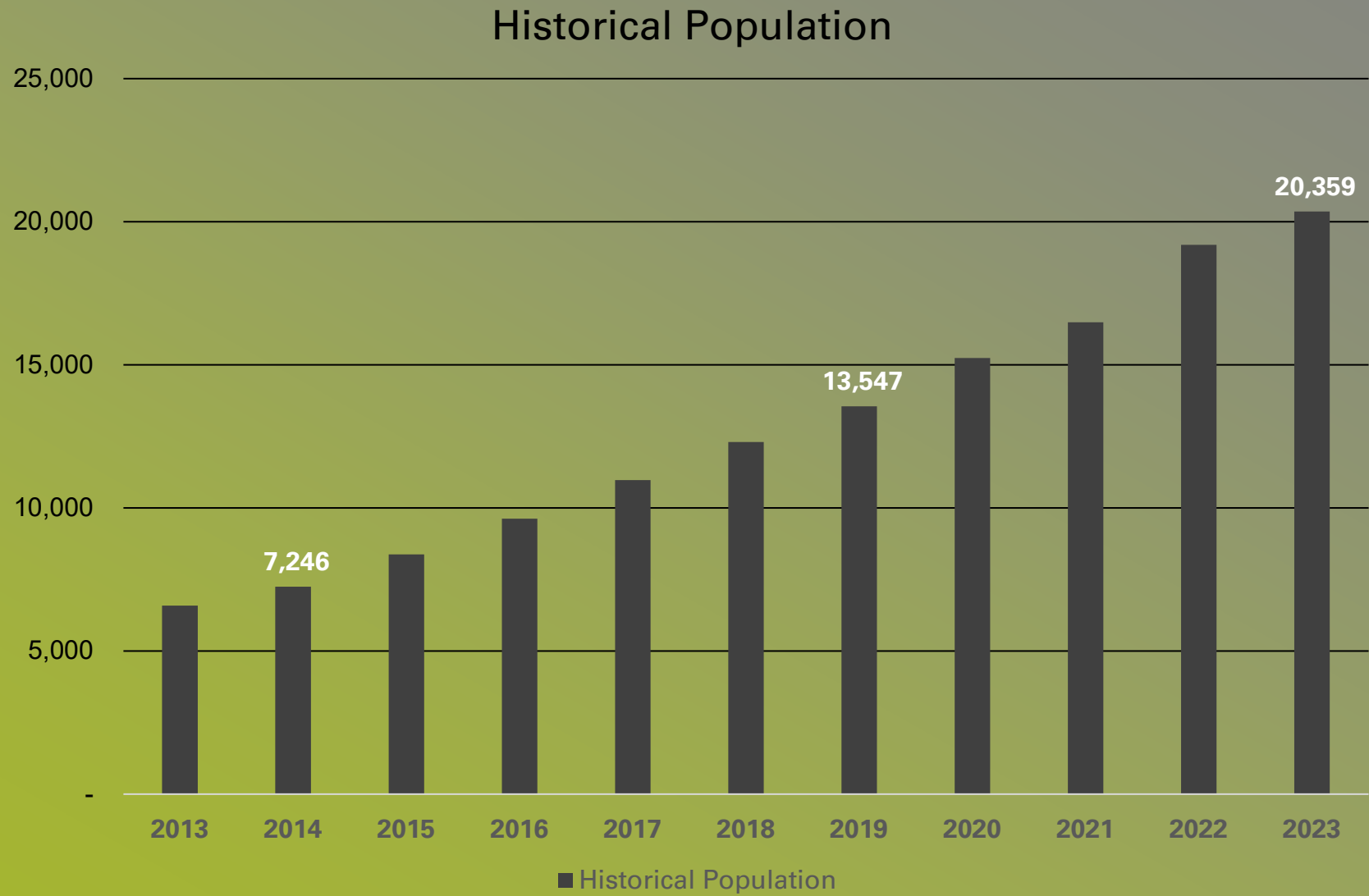
Gregg Lane Ground storage tank and pressurization facilities – **Preliminary Design**
FM 973 Waterline – **Survey completed, working on easement descriptions**

Wastewater

Cottonwood WWTP Phase III Expansion – **Working with Grant Dev Svcs on resubmittal scope for EDA Grant**

Streets

Improvements to roadways, including public safety feature improvements – **Plans approved for 1st half of project**

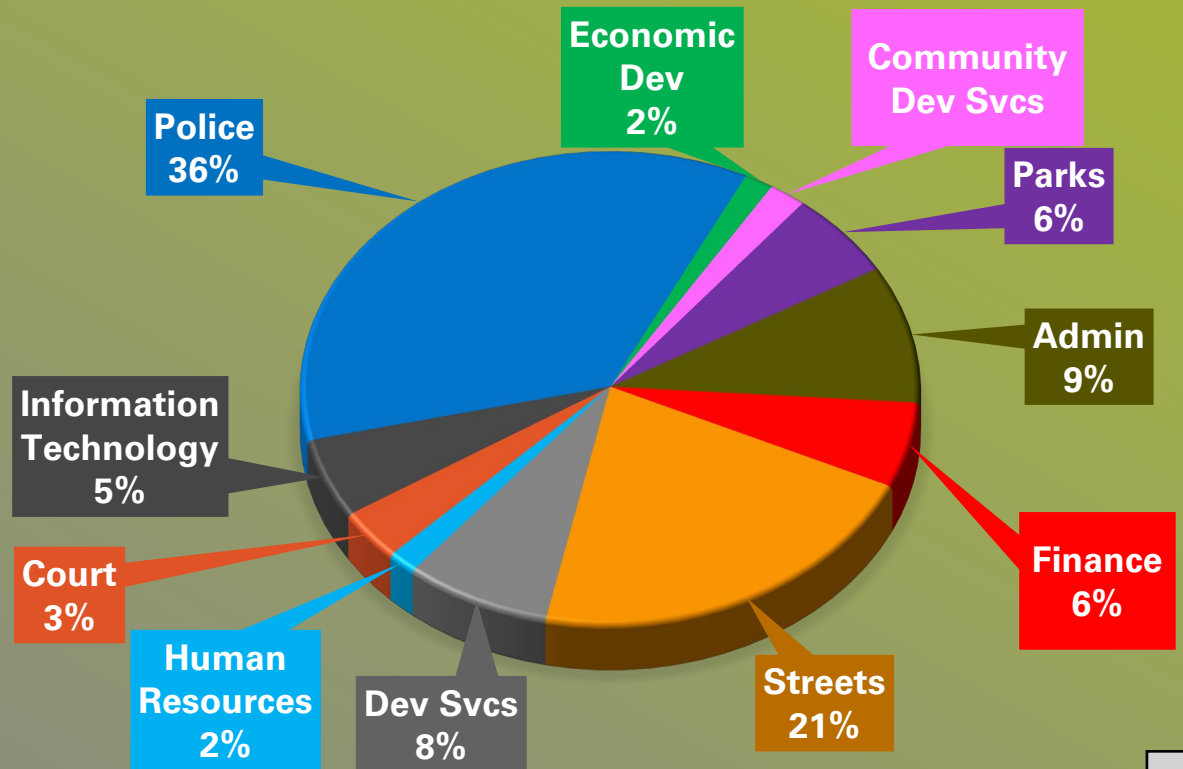


FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

General Fund Expenditures +

The General Fund is the primary operating fund of the City of Manor and is utilized to account for all costs traditionally associated with city government. The proposed FY 2023-2024 Annual Budget includes total General Fund expenditures of **\$19.7M**.

Within City of Manor operations, General Fund Expenditures are those costs associated with the provision of essential city services including, but not limited to public safety, parks, public works, mobility and asset maintenance. The primary sources of income supporting the General Fund are Property and Sales Taxes.



FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Staffing

The proposed budget includes full-year funding for up to ***one hundred eighteen (118) total city employees with only 91 filled positions***: one hundred fifteen (115) full-time, one (1) part-time position and two (2) police reserve positions. Police reserve position is not paid, the city does include workers comprehensive and auto liability insurance.

These staffing positions include changes approved by Council in the FY 2022-2023 mid-year budget amendment for both full-year funding of new positions and the deletion/reclassification of others:

- Unfunded 2 Social resource specialist positions
- Funded Emergency Management Coordinator
- Funded Crime Analyst Technician

New positions included in the proposed FY 2023-2024 Budget:

- 1 Meter Technician
- 2 Construction Inspectors
- 3 Wastewater Crewman

Employee Compensation

- The City continues to strive to provide appropriate and market – competitive compensation for all city employees in order to provide the highest possible level of services.
- The proposed *FY 2023-2024 Budget* includes the adopted pay scale study approved by City Council on August 2, 2023 with the recommended title changes.
- Cost-of-Living Adjustment (COLA) of 3% in base salaries for all full-time positions. In July 2023, the Consumer Price Index (CPI) had a 4.9% cost-of-living.
as of July 2023, the CPI was **4.9%**.

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Administration

- Anticipated increase of 16% to the health insurance cost
- Increase of Right of Way purchases related back to Comprehensive Plan Implementation T.3
- Laserfische product for internal use for records management

Streets

- Anticipated increase of 16% to the health insurance cost
- The proposed FY2023-2024 Budget includes a \$700,000 investment in street maintenance and/or improvements. This amount will go towards Blake Manor Road. This will involve full-depth repair for portions of the road and mill and overlay. The work will be from the City Limits to Lexington.
- Increase of \$100,000 for street repairs related back to Comprehensive Plan Implementation T.16
- Increase of \$138,000 for stormwater master plan related back to Comprehensive Plan Implementation IF.3

Development Services

- Anticipated increase of 16% to the health insurance cost
- Land planning use fiscal analysis related back to Comprehensive Plan Implementation LU-10
- Increase in contracted building inspection services
- Online interactive public portal for city maps

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Parks

- Anticipated increase of 16% to the health insurance cost
- Increase to cemetery repairs/maintenance as approved at CCM 8/2/2023
- Increase in engineering services/contracted services Comprehensive Plan Implementation PR.9
- Design ideas for splash pad Comprehensive Plan Implementation PR.24
- Design ideas for inclusive park have met with 2 vendors as of 8/4/2023 with a meeting with a 3rd vendor Comprehensive Plan Implementation PR.22
- Grant Development Services is preparing a Parks Master Plan and grant funding Comprehensive Plan Implementation PR.9, 12,15, 42, 45

Court

- Anticipated increase of 16% to the health insurance cost

Police

- Anticipated increase of 16% to the health insurance cost
- Repairs to Police department building
- Increase of 15% for Travis County Dispatching Services
- New line-item K-9 unit
- New line item CTRS (Central TEXAS Regional SWAT)

Information Technology

- Anticipated increase of 16% to the health insurance cost

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Economic Development Services

- Anticipated increase of 16% to the health insurance cost
- Increase of 18% to the sales tax rebate for Greenview Development
- Increase of contracted services for downtown strategic plan, TIRZ Consulting, downtown façade grant program incentive, downtown infrastructure short-term incentive, etc related back to Comprehensive Plan Implementation ED 18, 19, 21, 22, 1 & 3

Community Development Services

- Anticipated increase of 16% to the health insurance cost

Human Resoucrs

- Anticipated increase of 16% to the health insurance cost
- New g/l for marketing material

Public Works

- Anticipated increase of 16% to the health insurance cost
- Requesting 2 new positions (Construction Inspectors)
- Increase to repair the Miller building (roof and floor repair). Repairs were originally done in June 2015

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Water Department

- Anticipated increase of 16% to the health insurance cost
- Increase in R.O.W. acquisitions for infrastructure
- Vehicles under Enterprise program
- Increase in water testing
- Increase in engineering services for water master plan Comprehensive Plan Implementation IF6
- Increase to Capital Outlay > \$5K for Water tank purchase this was approved by Council on 7/5/2023

Wastewater Department

- Anticipated increase of 16% to the health insurance cost
- Repairs to pumphouse. This is located behind the PD
- Increase in engineering services for I&I program phase 2 and WW master programs referenced in Comprehensive Plan Implementation IF19

FINANCIAL SUMMARY OF ALL FUNDS PROJECTED FY 2023-2024

Item 2.

	General Fund	Debt Service (I&S) Fund	Special Revenue Fund	Utility Water/Wastewater Fund	Total All Funds
Est. Revenue	19,798,134	4,188,697	228,104	7,564,758	31,779,693
Total Funds Available	19,798,134	4,188,697	228,104	7,564,758	31,779,693
Budgeted Expenditures	19,798,134	4,188,697	100,000	7,564,758	31,651,589



Article III Section 8.05 of the Manor City Charter states “the City Manager is responsible for the timely preparation and presentation of the budget”. The **General Fund** is the primary operating fund in the budget used to account for resources not required to be accounted for in other funds devoted to specific activities. It is used to account for operations of basic City functions such as public safety, public works, cultural and leisure programs, community planning/development plus direction and management of all municipal functions. Services provided by the City are classified according to activity and presented as operating departments in the Budget.

As a spending plan for the year the budget contains estimates of revenues expected to be generated in the forthcoming year as well as the cost of programs that are planned for the year. Two basic elements of all funds are revenue and expenditures, the latter of which authorize expenditures for line items that appear in each departmental breakdown. These are detailed in the budget document for each activity in each fund. The former are estimates of fiscal resources that are expected to be generated during the subject fiscal year and are intended to finance programs of “Expenditures” for that same time frame.

Total revenue estimated to be received for the 2023-24 fiscal year are \$19,798,134. Direct expenditures are proposed to be \$19,798,134. The following are general comments on sources and expected trends of revenue for the General Fund in the forthcoming fiscal year.

GENERAL FUND REVENUE SUMMARY

Revenues are generally a function of certain “rates” applied to specific quantifiable amounts such as assessed property values, volumes of water used, a percentage of gross revenues (franchise fees), etc. The chart summarizes estimated revenue for the general fund by major funding category. This is followed by a more detailed look at revenue by general category.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
ADMINISTRATION				
TAXES	12,140,315	12,140,315	11,965,026	13,927,200
MISCELLANEOUS	102,000	111,810	(138,963)	31,810
PERMITS/LICENSES	6,290	6,290	225	6,290
OTHER	50,129	50,129	1,242,714	1,242,646
TOTAL ADMINISTRATION	12,298,734	12,308,544	13,069,002	15,207,946
STREET				
MISCELLANEOUS	187,474	187,474	312,885	187,474
SANITATION CHARGES	1,120,000	1,120,000	1,375,210	1,120,000
TOTAL STREET	1,307,474	1,307,474	1,688,095	1,307,474
DEVELOPMENT SERVICES				
MISCELLANEOUS	48,930	48,930	47,433	54,310
PERMITS/LICENSES	3,100,850	3,100,850	2,167,087	2,374,211
TOTAL DEVELOPMENT SERVICES	3,149,780	3,149,780	2,214,520	2,428,521
COURT				
MISCELLANEOUS	1,200	1,200	1,824	1,400
COURT FEES	417,098	417,098	424,727	419,037
TOTAL COURT	418,298	418,298	426,551	420,437
POLICE				
MISCELLANEOUS	42,513	42,513	71,648	42,513
POLICE CHARGES/FEES	56,850	56,850	51,962	76,138
TOTAL POLICE	99,363	99,363	123,610	118,651
NON-DEPARTMENTAL				
TRANSFERS	0	0	0	315,105
TOTAL NON-DEPARTMENTAL	0	0	0	315,105
TOTAL REVENUES	17,273,649	17,283,459	17,521,778	19,798,134

GENERAL FUND EXPENDITURE SUMMARY

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City’s portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City’s obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2022-23 ORIG. BUDGET	FY 2022-23 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
<u>ADMINISTRATION</u>				
PERSONNEL	469,587	469,587	324,641	498,583
OPERATING	445,532	445,532	520,815	437,799
REPAIRS & MAINTENANCE	44,000	44,000	37,181	38,600
CONTRACTED SERVICES	288,300	288,300	751,126	539,300
TOTAL ADMINISTRATION	1,247,419	1,247,419	1,633,764	1,514,282
<u>FINANCE</u>				
PERSONNEL	708,012	708,012	501,666	757,499
OPERATING	237,680	237,680	222,104	237,680
REPAIRS & MAINTENANCE	2,700	2,700	8,582	3,000
CONTRACTED SERVICES	63,200	63,200	45,338	67,200
DEBT PAYMENTS	0	0	0	20,000
TOTAL FINANCE	1,011,592	1,011,592	777,690	1,085,379
<u>STREET</u>				
PERSONNEL	574,079	574,079	397,093	675,637
OPERATING	243,095	243,095	227,364	248,670
REPAIRS & MAINTENANCE	190,000	190,000	112,545	190,000
CONTRACTED SERVICES	2,444,000	2,444,000	1,968,079	2,782,800
DEBT PAYMENTS	235,301	235,301	702,348	235,301
CAPITAL OUTLAY < \$5K	10,000	10,000	229,497	10,000
CAPITAL OUTLAY > \$5K	10,000	10,000	3,011	10,000
TOTAL STREET	3,706,475	3,706,475	3,639,937	4,152,408

GENERAL FUND EXPENDITURE SUMMARY CON'T

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

DEVELOPMENT SERVICES

PERSONNEL	888,261	888,261	532,467	948,228
OPERATING	140,899	140,899	134,369	219,915
REPAIRS & MAINTENANCE	4,400	4,400	6,600	4,400
CONTRACTED SERVICES	655,000	655,000	487,077	695,000
DEBT PAYMENTS	20,000	20,000	6,458	28,500
TOTAL DEVELOPMENT SERVICES	1,708,560	1,708,560	1,166,972	1,896,043

PARKS

PERSONNEL	502,589	502,589	403,832	606,627
OPERATING	42,250	42,250	34,815	54,650
REPAIRS & MAINTENANCE	393,500	393,500	116,675	341,000
CONTRACTED SERVICES	4,000	4,000	15,457	12,000
DEBT PAYMENTS	41,889	41,889	6,458	54,518
GRANT EXPENDITURES	0	0	0	10,000
CAPITAL OUTLAY < \$5K	8,250	8,250	5,774	8,250
CAPITAL OUTLAY > \$5K	25,000	25,000	0	25,000
TOTAL PARKS	1,017,478	1,017,478	583,011	1,112,045

COURT

PERSONNEL	237,840	237,840	211,383	351,112
OPERATING	52,245	52,245	20,201	52,245
CONTRACTED SERVICES	291,500	291,500	125,535	181,198
CAPITAL OUTLAY < \$5K	1,620	1,620	0	1,620
CAPITAL OUTLAY > \$5K	13,307	13,307	0	13,307
TOTAL COURT	596,512	596,512	357,119	599,483

GENERAL FUND EXPENDITURE SUMMARY CON'T

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

POLICE

PERSONNEL	4,613,172	4,613,172	3,124,651	4,963,924
OPERATING	462,762	462,762	414,787	709,878
REPAIRS & MAINTENANCE	96,500	96,500	98,817	111,500
CONTRACTED SERVICES	346,000	346,000	323,030	393,349
DEBT PAYMENTS	565,500	565,500	422,104	565,500
CAPITAL OUTLAY < \$5K	+	1,000	1,000	1,052
CAPITAL OUTLAY > \$5K	●	126,470	126,470	97,851
	○			
TOTAL POLICE	6,211,404	6,211,404	4,482,292	7,068,810

INFORMATION TECHNOLOGY (I.T.)

PERSONNEL	267,185	267,185	207,994	310,447
OPERATING	250,600	250,600	160,256	251,600
REPAIRS & MAINTENANCE	5,000	5,000	4,022	5,000
CONTRACTED SERVICES	274,371	274,371	191,168	274,371
CAPITAL OUTLAY < \$5K	35,000	35,000	50,958	45,000
CAPITAL OUTLAY > \$5K	109,884	109,884	25,641	109,884
TOTAL INFORMATION TECHNOLOGY	942,040	942,040	640,039	996,302

GENERAL FUND EXPENDITURE SUMMARY CON'T

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

<u>ECONOMIC DEV. SVCS</u>				
PERSONNEL	167,085	167,085	131,426	174,111
OPERATING	81,200	81,200	21,620	86,300
CONTRACT SERVICES	385,000	388,000	2,525	919,000
TOTAL ECONOMIC DEV SVCS	633,285	636,285	155,571	1,179,411
<u>HUMAN RESOURCES</u> + ●				
PERSONNEL	224,734	224,734	148,659	230,871
OPERATING	46,100	46,100	48,639	70,600
TOTAL HUMAN RESOURCES	270,834	270,834	197,298	301,471
<u>COMMUNITY DEV. SVCS</u>				
PERSONNEL	125,349	125,349	93,630	120,649
OPERATING	212,850	212,850	93,879	156,850
TOTAL COMMUNITY DEV	338,199	338,199	187,509	277,499
<u>TOTAL EXPENDITURES</u>	<u>17,683,799</u>	<u>17,686,799</u>	<u>13,821,202</u>	<u>20,183,134</u>

UTILITY FUND REVENUE SUMMARY

Revenues are generally a function of certain “rates” applied to specific quantifiable amounts such as volumes of water used, wastewater used and sanitation service. The chart summarizes estimated revenue for the utility fund by major funding category. This is followed by a more detailed look at revenue by general category.

	FY 2022-23 ORIG. BUDGET	FY 2022-23 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
<u>WATER</u>				
MISCELLANEOUS	525	525	493,302	525
WATER/SEWER CHARGES	3,328,429	3,328,429	3,126,418	3,527,371
TRANSFERS	0	0	0	977,211
TOTAL WATER	3,328,954	3,328,954	3,619,719	4,505,107
<u>WASTEWATER</u>				
WATER/SEWER CHARGES	2,878,132	2,878,132	3,373,730	3,059,651
TOTAL WASTEWATER	2,878,132	2,878,132	3,373,730	3,059,651
TOTAL REVENUES	6,207,086	6,207,086	6,993,449	7,564,758

UTILITY FUND EXPENDITURE SUMMARY

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the Utility Fund.

Personnel - Accounts for staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all leases and other debt instruments according to a pre-determined payment schedule.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
PUBLIC WORKS				
PERSONNEL	413,704	413,704	420,012	619,396
OPERATING	28,450	28,450	15,187	29,702
REPAIRS & MAINTENANCE	11,500	11,500	10,130	41,500
CONTRACTED SERVICES	31,045	31,045	73,480	31,445
TOTAL PUBLIC WORKS	494,199	494,199	522,022	731,543
WATER				
PERSONNEL	487,951	487,951	219,712	603,164
OPERATING	296,219	296,219	460,522	438,039
REPAIRS & MAINTENANCE +	66,500	66,500	72,185	102,500
WATER/WASTEWATER ●	2,267,750	2,267,750	1,732,973	2,267,750
CONTRACTED SERVICES	138,300	138,300	77,253	138,300
DEBT PAYMENTS ○	129,308	129,308	54,236	129,308
CAPITAL OUTLAY < \$5K	8,000	8,000	8,319	8,000
CAPITAL OUTLAY > \$5K	253,840	253,840	331,944	848,058
TOTAL WATER	3,647,868	3,647,868	2,957,142	4,535,119
WASTEWATER				
PERSONNEL	203,733	203,733	157,353	468,982
OPERATING	585,357	585,357	361,720	533,412
REPAIRS & MAINTENANCE	71,500	71,500	182,973	92,000
WATER/WASTEWATER	68,000	68,000	59,701	80,500
CONTRACTED SERVICES	804,000	804,000	690,770	835,248
DEBT PAYMENTS	9,210	9,210	0	20,000
CAPITAL OUTLAY < \$5K	5,000	5,000	0	5,000
CAPITAL OUTLAY > \$5K	30,000	30,000	0	262,955
TOTAL WASTEWATER	1,776,800	1,776,800	1,452,518	2,298,097
TOTAL EXPENDITURES	5,918,867	5,918,867	4,931,683	7,564,759
REVENUES OVER/(UNDER) EXPENDITURES	288,219	288,219	2,061,767	0

DEBT SERVICE FUND SUMMARY

Debt Service – The City’s obligation to pay the principal and interest of all bonds according to a pre-determined payment schedule.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
<u>NON-DEPARTMENTAL</u>				
TAXES	4,176,588	4,176,588	4,181,544	4,176,588.00
OTHER	12,109	12,109	10,675	12,109.00
TRANSFERS	0	0	0	-
TOTAL NON-DEPARTMENTAL	+	4,188,697	4,188,697	4,192,220
				4,188,697.00
<u>TOTAL REVENUES</u>		4,188,697	4,188,697	4,192,220
				4,188,697.00

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2022-23 BUDGET
<u>NON-DEPARTMENTAL</u>				
OPERATING	150	150	300	150.00
DEBT PAYMENTS	4,176,438	4,176,438	4,177,614	4,177,373.50
TRANSFERS	0	0	0	-
TOTAL NON-DEPARTMENTAL	4,176,588	4,176,588	4,177,914	4,177,523.50
<u>TOTAL EXPENDITURES</u>	4,176,588	4,176,588	4,177,914	4,177,523.50
REVENUES OVER/(UNDER) EXPENDITURES	12,109	12,109	14,306	11,173.50

SPECIAL RESERVE H.O.T. AND T.I.R.Z. FUND SUMMARY

Hotel Occupancy Tax Fund (H.O.T.) – Funds from this source are collected from lodging establishments located in the City and its ETJ, that offer rooms for rent daily. Revenue from this source is to be used for advertising and promotional programs to attract tourist; historical restoration and preservation; directional signage to public sights and attractions frequently visited by tourist; the construction, maintenance and operation of a convention or visitor center; certain transportation systems serving tourist and hotel guest; encouragement and promotion of the arts; facilities and personnel for the registration of convention delegates.

Tax Increment Reinvestment Zone - Are special zones created by City Council to attract new investment in an area. These zones help finance costs of redevelopment and promote growth in areas that would otherwise not attract sufficient market development in a timely manner. Taxes attributable to new improvements (tax increments) are set-aside in a fund to finance public improvements within the boundaries of the zone.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
ADMINISTRATION				
TAXES	66,610	66,610	208,215	212,652
OTHER	25	25	0	15,452
TOTAL ADMINISTRATION	66,635	66,635	208,215	228,104
+				
TOTAL REVENUES	66,635	66,635	208,215	228,104
○				

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2022-23 BUDGET
ADMINISTRATION				
OPERATING	100,000	100,000	66,626	100,000
TOTAL ADMINISTRATION	100,000	100,000	66,626	100,000
TOTAL EXPENDITURES	100,000	100,000	66,626	100,000
REVENUES OVER/(UNDER) EXPENDITURES	(33,365)	(33,365)	141,589	128,104

SPECIAL RESERVE IMPACT FUND SUMMARY

Impact Fee Funds: Impact fees are mechanisms authorized by the Local Government Code and used by City’s to build up reserves for future costs of extending water and wastewater facilities to new development and provide for the expansion of treatment facilities that are needed because of the addition of new users.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
WATER				
OTHER	630,434	630,434	527,570	656,444
TOTAL WATER OTHER	630,434	630,434	527,570	656,444
WASTEWATER				
OTHER	1,682,352	1,682,352	1,581,928	1,682,352
TOTAL WASTEWATER OTHER	1,682,352	1,682,352	1,581,928	1,682,352
	+			
TOTAL REVENUES	2,312,786	2,312,786	2,109,498	2,338,796
	○			
	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
WATER				
REPAIRS & MAINTENANCE	1,100,000	1,100,000	1,106,523	454,544
CONTRACTED SERVICES	6,500	6,500	0	6,500
TOTAL WATER	1,106,500	1,106,500	1,106,523	461,044
WASTEWATER				
REPAIRS & MAINTENANCE	5,702,752	5,702,752	1,817,090	1,852,752
CONTRACTED SERVICES	25,000	25,000	0	25,000
TOTAL WASTEWATER	5,727,752	5,727,752	1,817,090	1,877,752
TOTAL EXPENDITURES	6,834,252	6,834,252	2,069,086	2,338,796
REVENUES OVER/(UNDER) EXPENDITURES	(4,521,466)	(4,521,466)	40,411	(0)

+



○



●



City Sponsored Events for FY 2023-2024

- OctoberManor Night at the Park
- NovemberArbor Day
- DecemberHolidays in the Park
- JanuaryMartin Luther King Day
- FebruaryBlack History Luncheon
- AprilEaster Egg Dash
- JuneJuneteenth
- July4th of July Fireworks Show
- September.....Hispanic Heritage Month

City Partnered Events for FY 2023-2024

- MayManorPalooza
- NovemberVeteran's Day Service



+

○



THANK YOU

City of Manor

Website: www.manortx.gov



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing 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

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

- Ordinance

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council conduct a public hearing 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.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

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				

ORDINANCE NO. _____

Page 2 of 4

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 the Tex. Gov't. Code.

ORDINANCE NO. ____

Page 4 of 4

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, TRMC,
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing 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

and Monarch Ranch, then cross Gregg Lane and extend north through the New Haven and Mustang Valley subdivisions to Anderson Lane ending at Schmidt Lane. Similar to Mustang Valley, New Haven and Monarch Ranch, the collector roads will have a 10' landscaping buffer along them and upgraded subdivision fencing with masonry columns.

TxDOT has provided and the developer has agreed in-lieu of a TIA they will extend the center turn lane from Tinajero to the northern connection of Suncrest with it tapering off past Suncrest. A right turn lane on southbound FM 973 will also be added. No signal is planned. Travis County also waived a TIA as the County roads that are being connected to within Shadowglen are built-out and no further improvements would be required. No existing city roads are being connected to so the city is not requiring a TIA as TxDOT has worked out the necessary mitigations with the developer.

P&Z voted 6-0 to recommend approval with modifications:

1. Amenity features are not within detention
2. Playscapes have shade structures
3. Add few additional parking spaces
4. Dog park is fenced

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: Yes

ATTACHMENTS: Yes

- Ordinance
- Final PUD Site Plan
- Aerial Image
- FLUM
- Commercial Corridor Dashboard
- Neighborhood Dashboard
- Mailing Labels and Notice
- Draft Development Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council conduct a public hearing 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.

PLANNING & ZONING COMMISSION:	Recommend Approval X- with modifications	Disapproval	None
--	---	--------------------	-------------

ORDINANCE NO. _____

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.

Page 2

PASSED AND APPROVED FIRST READING on this the ____ 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, 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.**Page 4**

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.**Page 5**

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;

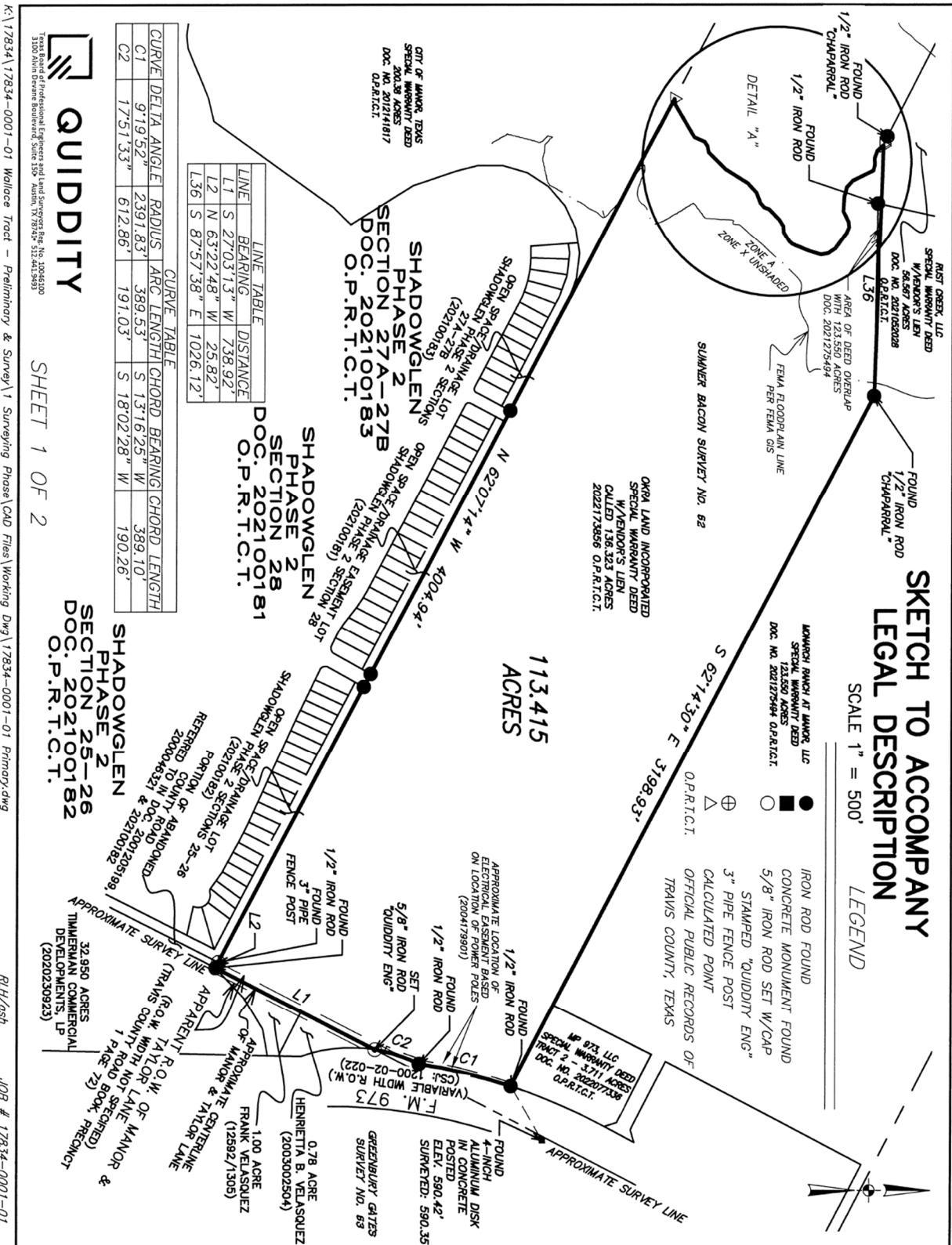
THENCE: South 62°14'30" East a distance of 3198.93 feet along a northeastern line of said 136.342-acre tract, a southwestern line of said 123.550-acre tract and a southwestern line of the said 3.711 acres (Tract 2) to the POINT OF BEGINNING and CONTAINING an area of 113.415-acres of land.


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

2-6-2023
 Date



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



ORDINANCE NO.



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
3100 Alvin Devane Boulevard, Suite 150 Austin, TX 78741 • 512.441.9493

SHEET 2 OF 2

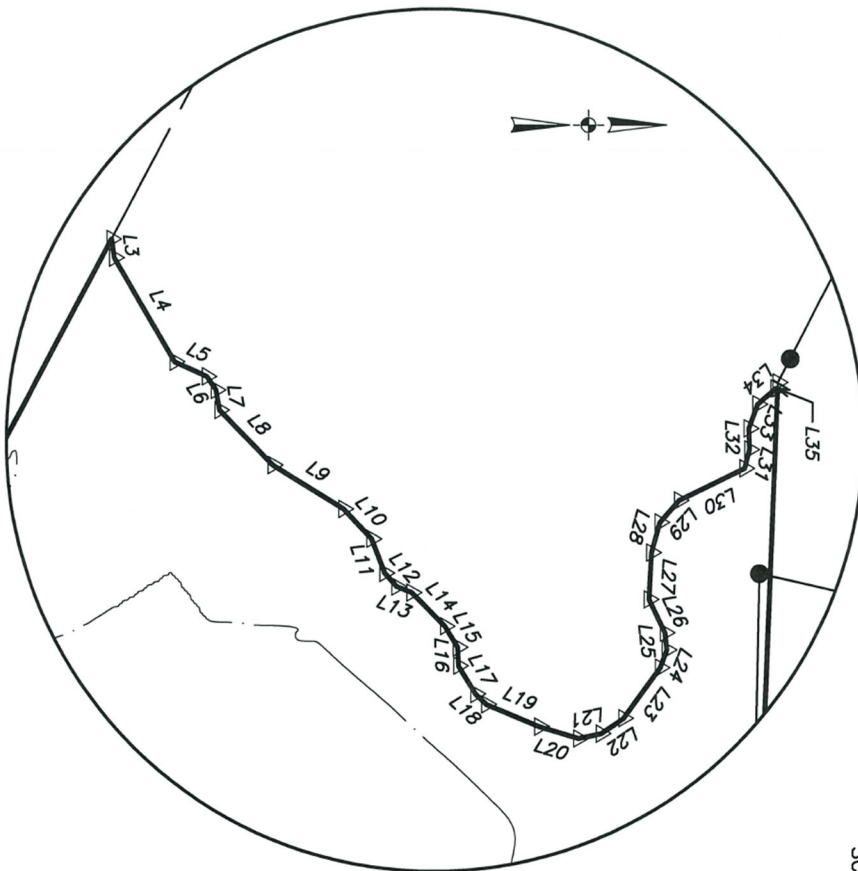


2-6-2023

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

RLH/ash

JOB # 17834-0001-01



**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

SCALE 1" = 200'

LINE	BEARING	DISTANCE
L3	N 81.31°45" E	24.42'
L4	N 59.31°17" E	154.72'
L5	N 24.13°41" E	45.69'
L6	N 55.47°03" E	21.00'
L7	N 79.17°12" E	26.15'
L8	N 45.17°01" E	98.71'
L9	N 31.43°45" E	106.97'
L10	N 46.36°22" E	52.57'
L11	N 69.08°44" E	46.82'
L12	N 48.39°08" E	23.13'
L13	N 21.26°53" E	20.89'
L14	N 44.59°59" E	60.89'
L15	N 58.23°35" E	31.80'
L16	N 88.18°35" E	23.62'
L17	N 58.23°32" E	42.40'
L18	N 43.31°54" E	19.16'
L19	N 22.29°44" E	74.42'
L20	N 16.45°20" E	52.54'
L21	N 12.04°53" W	29.48'
L22	N 34.09°34" W	35.25'
L23	N 54°01'40" W	79.81'
L24	N 68.52°29" W	24.57'
L25	N 8.31°23" W	22.03'
L26	S 63.59°48" W	47.52'
L27	N 87.00°48" W	59.98'
L28	N 74.50°33" W	39.93'
L29	N 48.21°59" W	37.63'
L30	N 25.51°28" W	94.35'
L31	N 75.22°45" W	24.76'
L32	S 87°47'48" W	27.11'
L33	N 69.33°00" W	32.80'
L34	N 41°33'10" W	30.63'
L35	N 05°54'22" W	2.49'

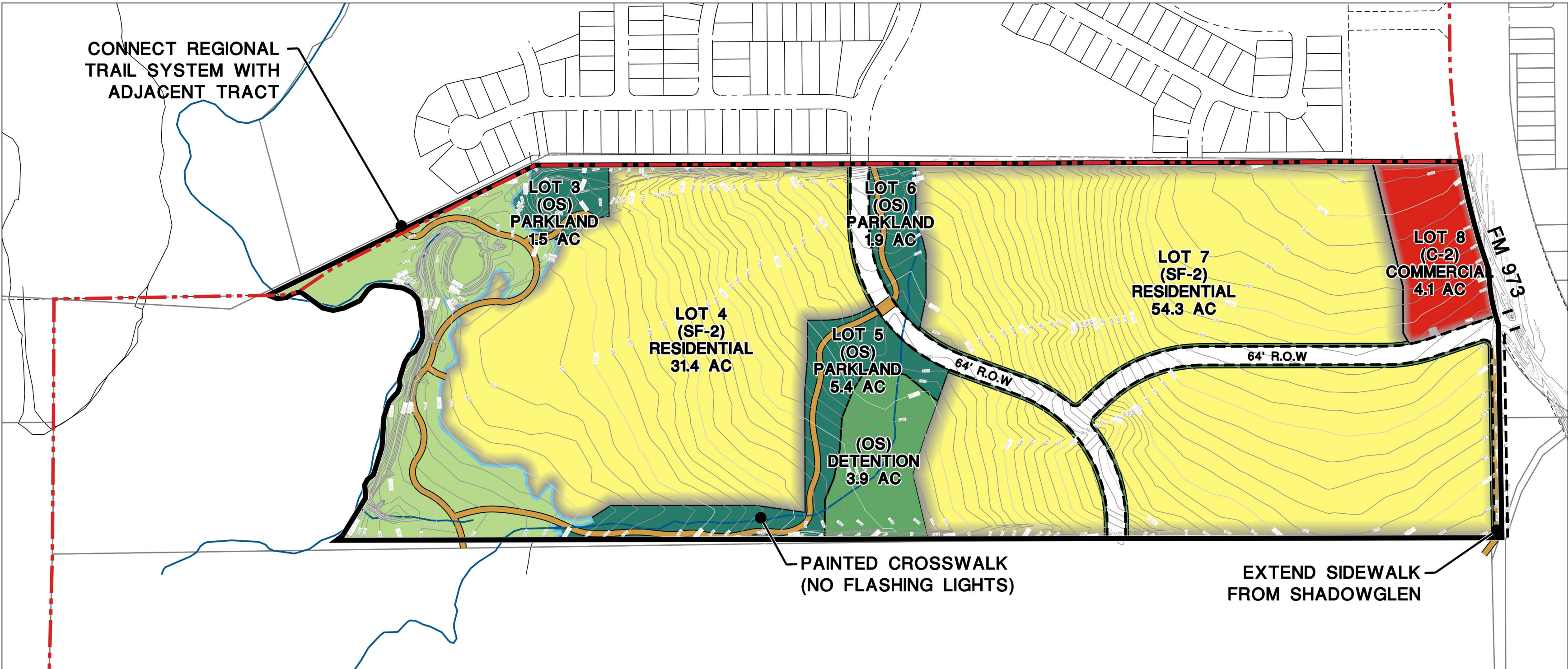
ORDINANCE NO.

Page 8

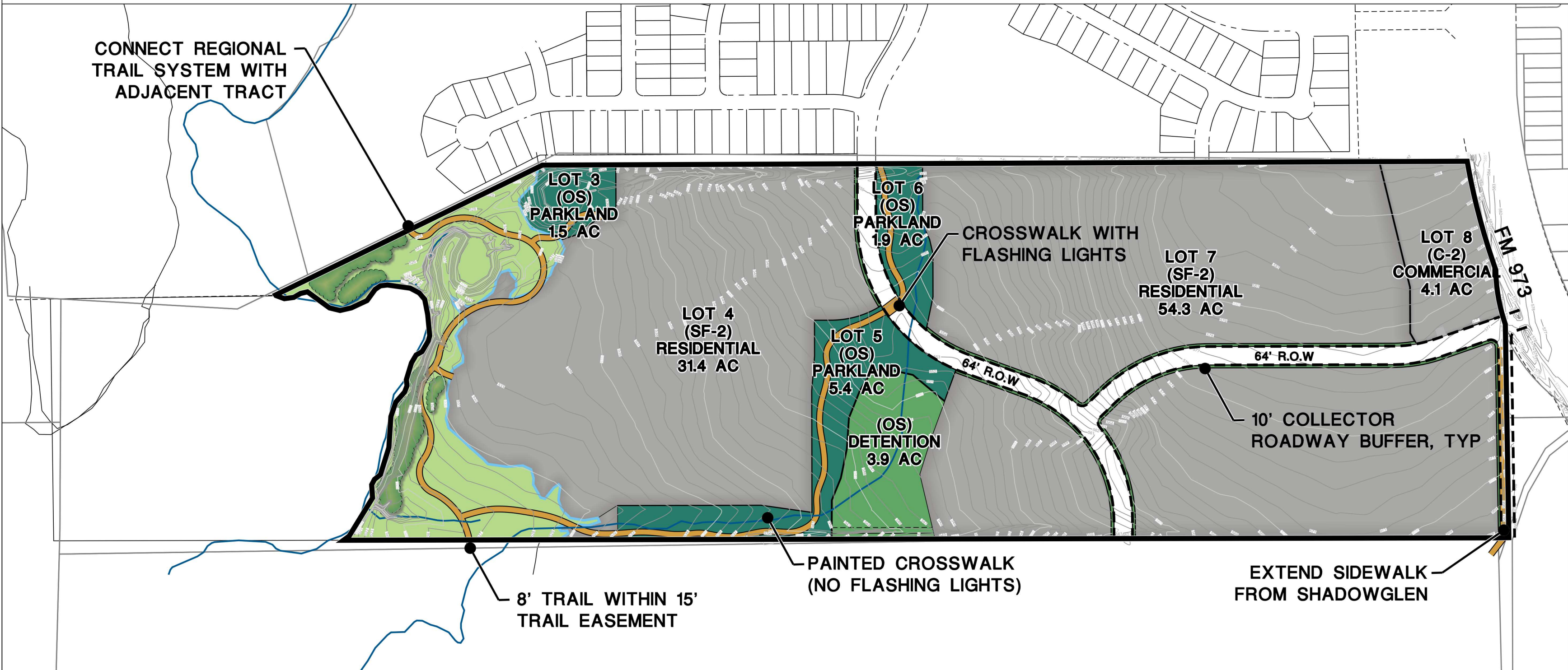
EXHIBIT “B”

Planned Unit Development Site Plan
[attached]





LAND USE PARCEL TABLE				LEGEND	
LAND USE	ACREAGE	LOTS	DENSITY		
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC		PLAN BOUNDARY
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS			PROPOSED RIGHT-OF-WAY
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS			CITY LIMITS
(OS) PARKLAND	8.8 ACRES	3 LOTS			8' TRAILS
(OS) DETENTION	3.9 ACRES	1 LOTS			
TOTAL	113.4 ACRES		2.9 DU/AC		



PARK PLAN

PARK LAND DEDICATION:

325

(number of dwelling units)

/66 x 1 =

4.9

(required park acreage)

8.8

(proposed park acreage)

8' CONCRETE TRAILS 4,733 L.F

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: 1,700 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.

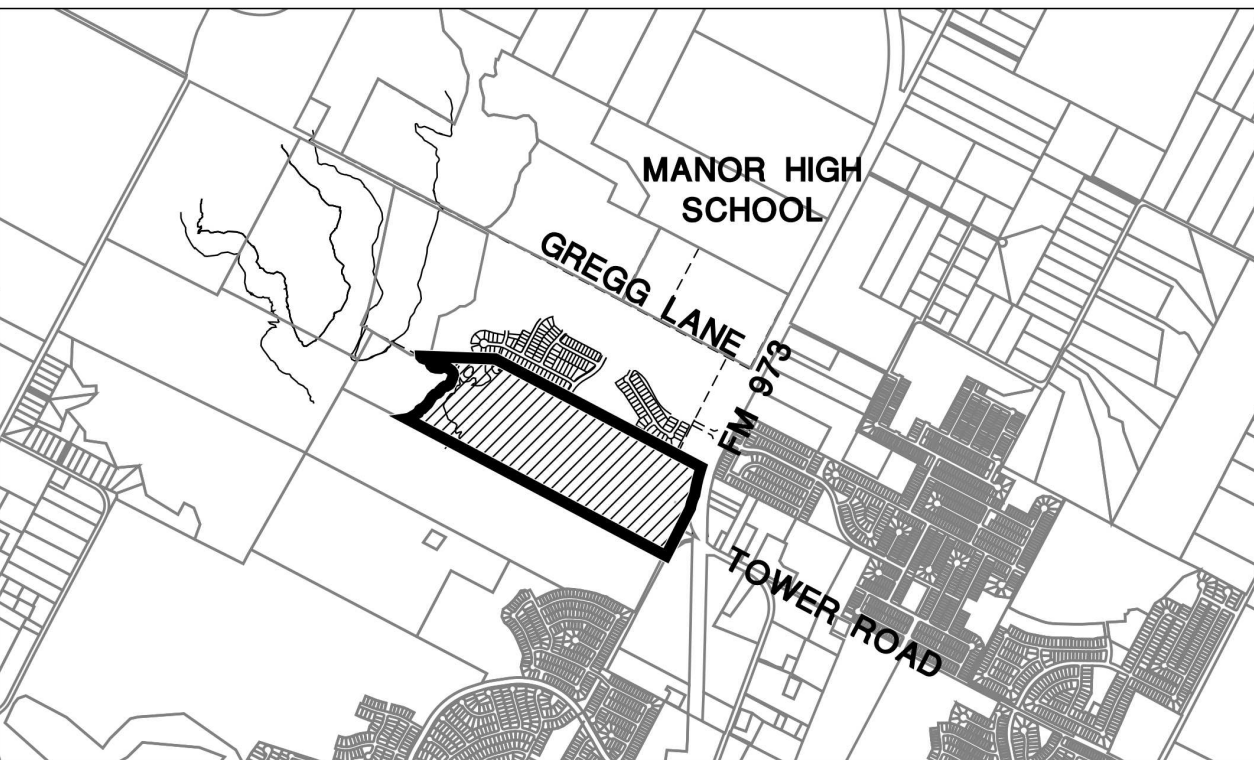
H. Parkland and Open Space

- 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.
 - Age 5-12 playground
 - Age 2-5 playground
 - Parking area with a minimum of 20 parking spaces
 - Minimum 10,000 square foot dog park (may be allowed within detention area)
 - 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.

VICINITY MAP
Scale: 1" = 1/2 Mile



Item 4.

SEC Planning, LLC
Austin, Texas
LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING
4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
T 512.246.7703
www.secplanning.com
Email : info@secplanning.com

OKRA TRACT
FINAL PUD SITE PLAN
MANOR, TEXAS

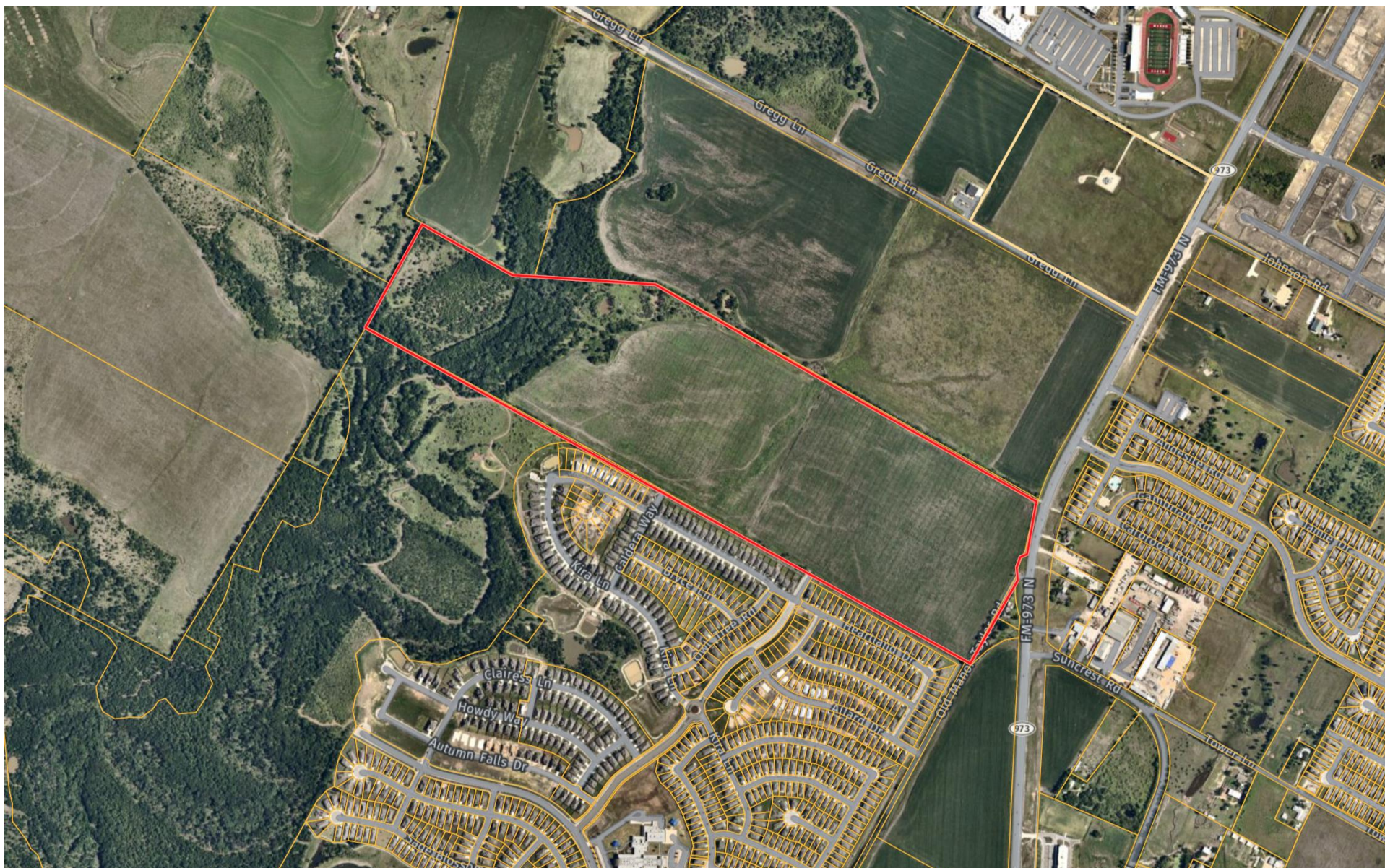
J:\220013-DWAL\Cadfiles\PLANNING\Submittals\PUID Site Plan	
Issued:	
1. PUD Submittal	2/10/2023
2.	
3.	
4.	
5.	
Revisions:	
1. 3/29/2023	
2. 8/17/2023	
3. 8/25/2023	
4.	
5.	
Issue Date:	2/10/2023

Drawn By: TW
Reviewed By: MB

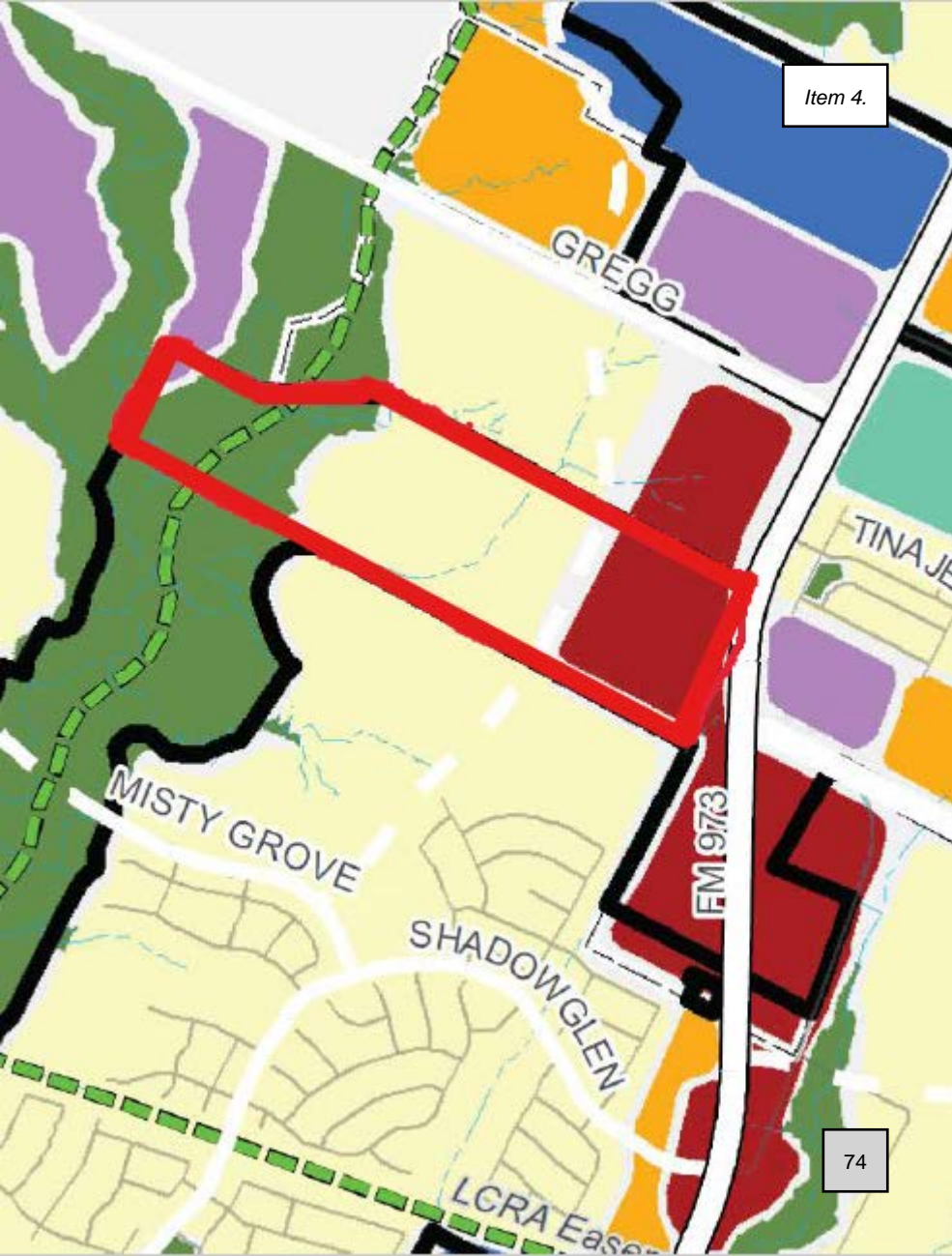
Project No.
220013 - BBGR

SHEET 1 of 1

The reproduction, copying or other use of this drawing without the written consent of SEC Planning, LLC is prohibited.
© 2023
SEC Planning, LLC



Item 4.



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.

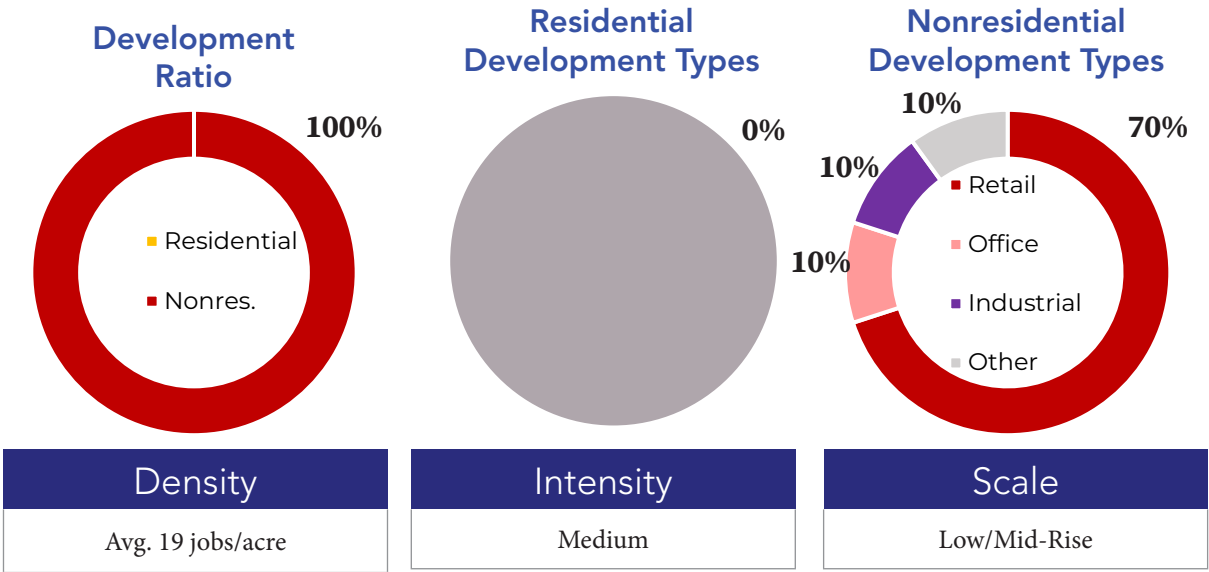
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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)	●○○○○	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, Neighborhood Scale	●●●○○	
Mixed-Use Urban, Community Scale	●●●○○	Appropriate overall.
Shopping Center, Neighborhood Scale	●●●●●	
Shopping Center, Community Scale	●●●●●	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.
Light Industrial Flex Space	●●○○○	
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

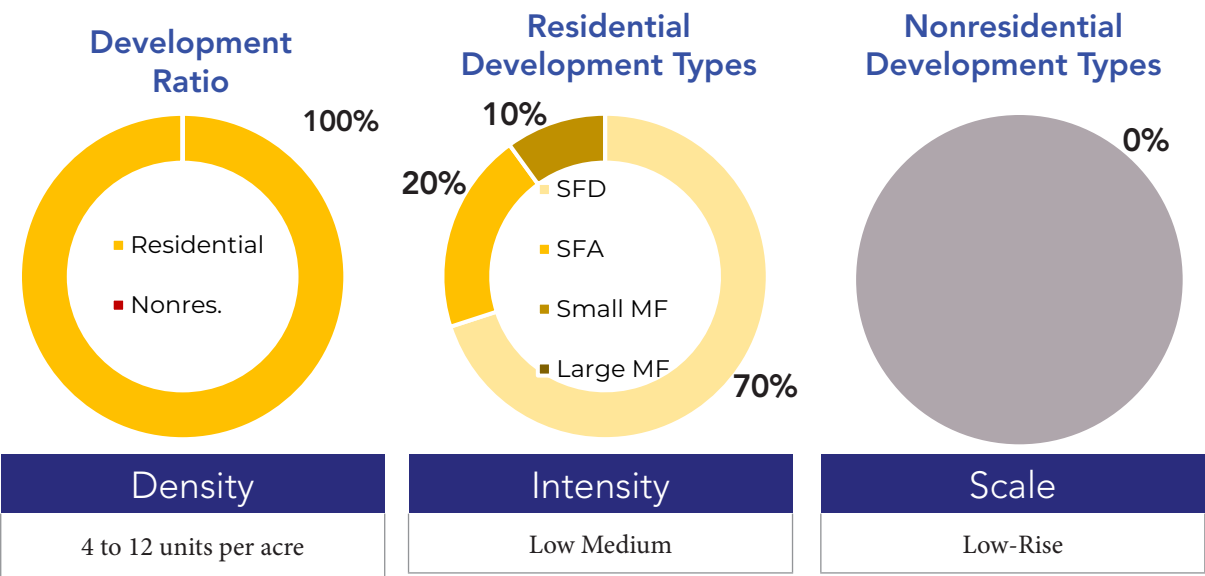
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture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

Item 4.

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

,

**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 ~~113.415~~136.323-acre tract of land located in Travis County, Texas, being more particularly described in Exhibit A and Exhibit A.1 attached hereto and incorporated herein for all purposes (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.

Commented [VR1]: Developer needs to provide exhibit.

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. The City agrees to reduce the dwelling unit size of a single family structure by 500 square feet.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the 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 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 Wastewater Facilities as depicted in Exhibit B have been dedicated and accepted by the city. The Parties acknowledge that construction of

wastewater lines, infrastructure and facilities necessary to serve the Property (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) The Parties acknowledge that the Property is currently located within Manville’s water CCN. The Developer shall be responsible for preparing and processing a petition for release of the Property from Manville’s CCN.
- b) ~~(a)~~ — **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) ~~(b)~~ — **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 the property shown in Exhibit A.1 from their CCN if at the time of request of services, the City does not want to extend services and deems Manville Water as the more convenient provider of services.

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.

Commented [VR2]: Exhibit C only shows trails, need description of landscaping and public amenities added to Exhibit C.

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 10 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 Monarch, carrying the two-way left turn lane past N Suncrest to where the 100 ft taper begins, the City shall not require Developer to perform a Traffic Impact Analysis for the Project. The City agrees to reasonably negotiate with County, TxDOT and Developer to reduce or eliminate the need for a TIA 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.

Commented [VR3]: This term is not defined. What is it referencing? The Monarch Property? Recommend including an exhibit to illustrate what is provided in this section.

Commented [SD4R3]: Replace with Tinajero Way. Possibly provide exhibit of improvements?

Commented [VR5]: Scott, recommend deleting this last sentence or rewriting to determine what is "reasonable". If County and TxDOT require a TIA, what then?

Commented [SD6R5]: Travis County has agreed to waive the TIA and TxDOT has agreed to the developer constructing improvements in-lieu of a TIA. The city is waiving the TIA as well since no city roads are being connected to.

- (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 an 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** – Property Description
- Exhibit B** – Wastewater Easements
- Exhibit C** – Parkland and Open Space
- Exhibit D** – 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:

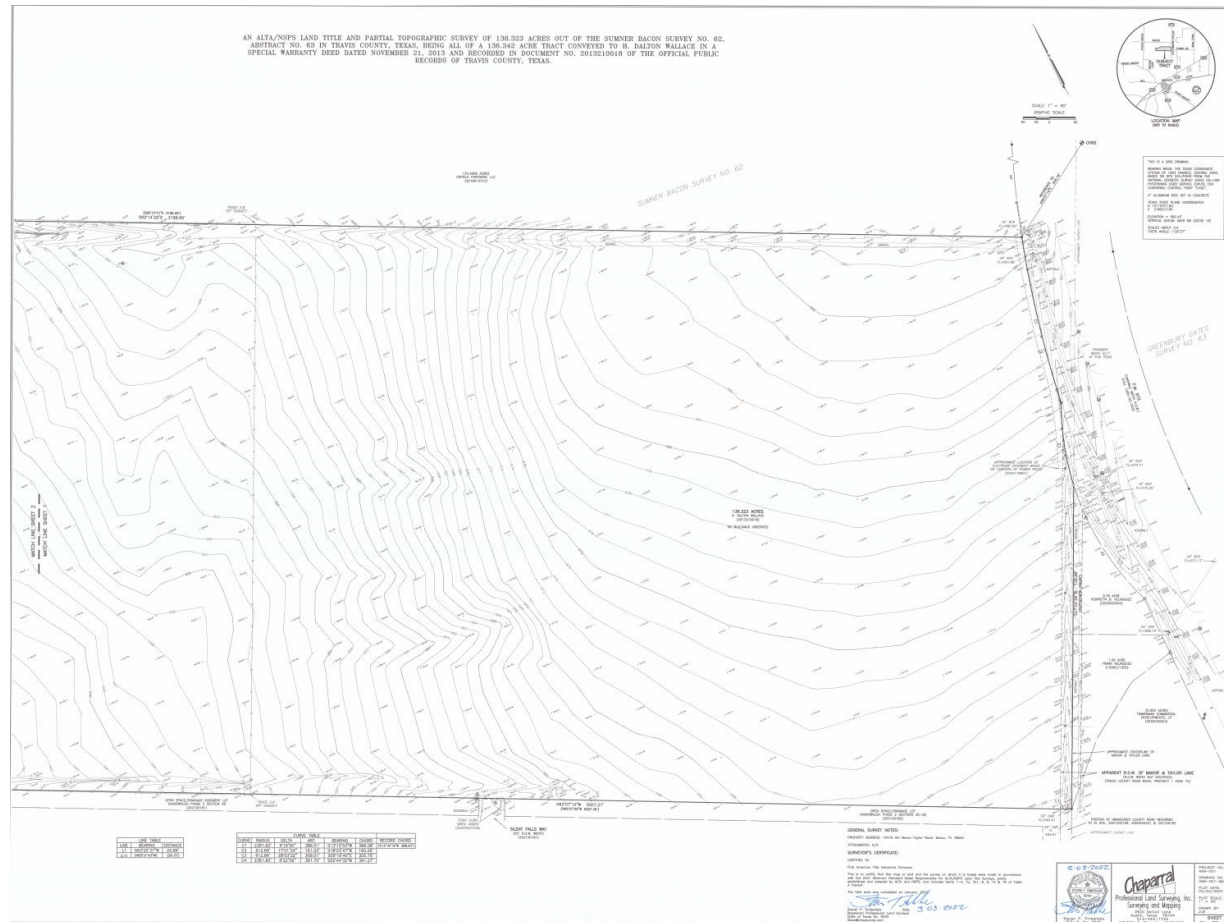
THE STATE OF TEXAS §
COUNTY OF _____ §

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 Property Description



DRAFT

Exhibit A.1
Western Property

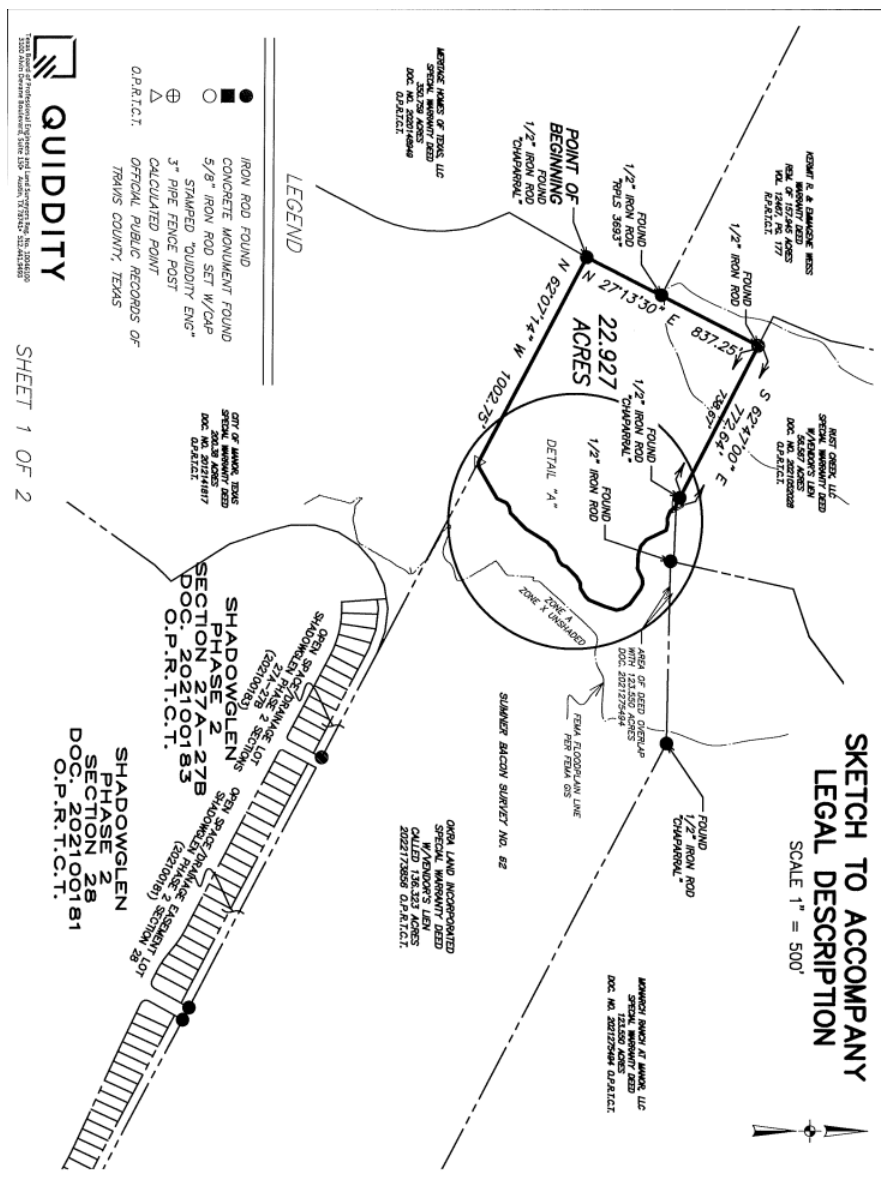


Exhibit B
Wastewater Service



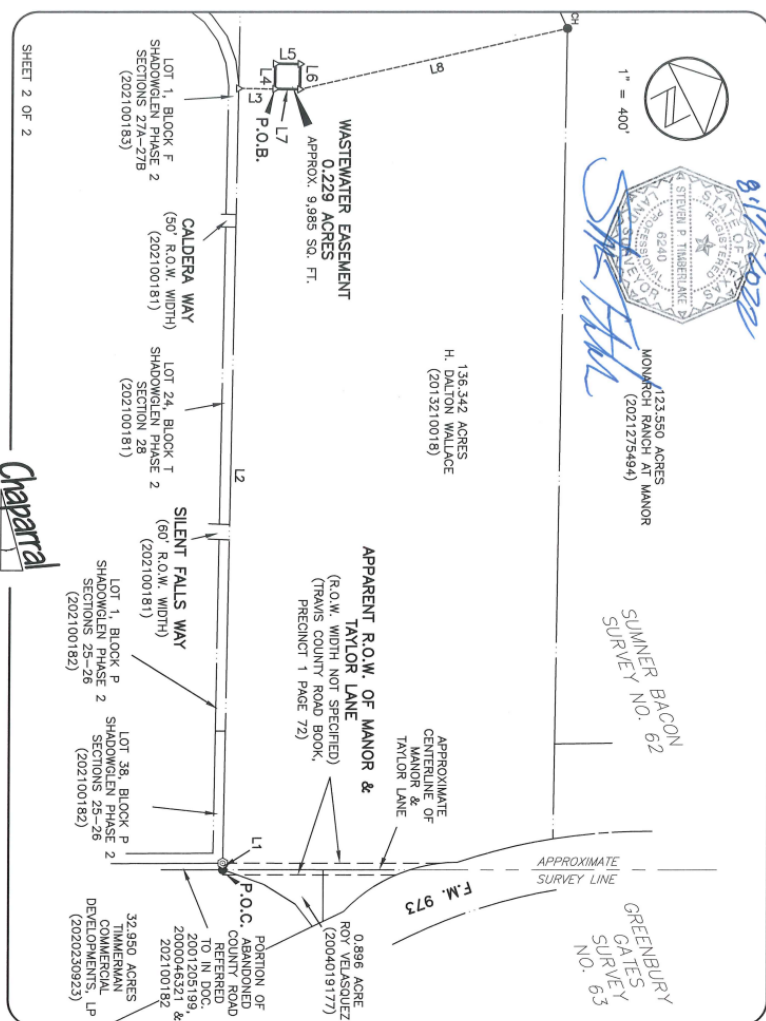
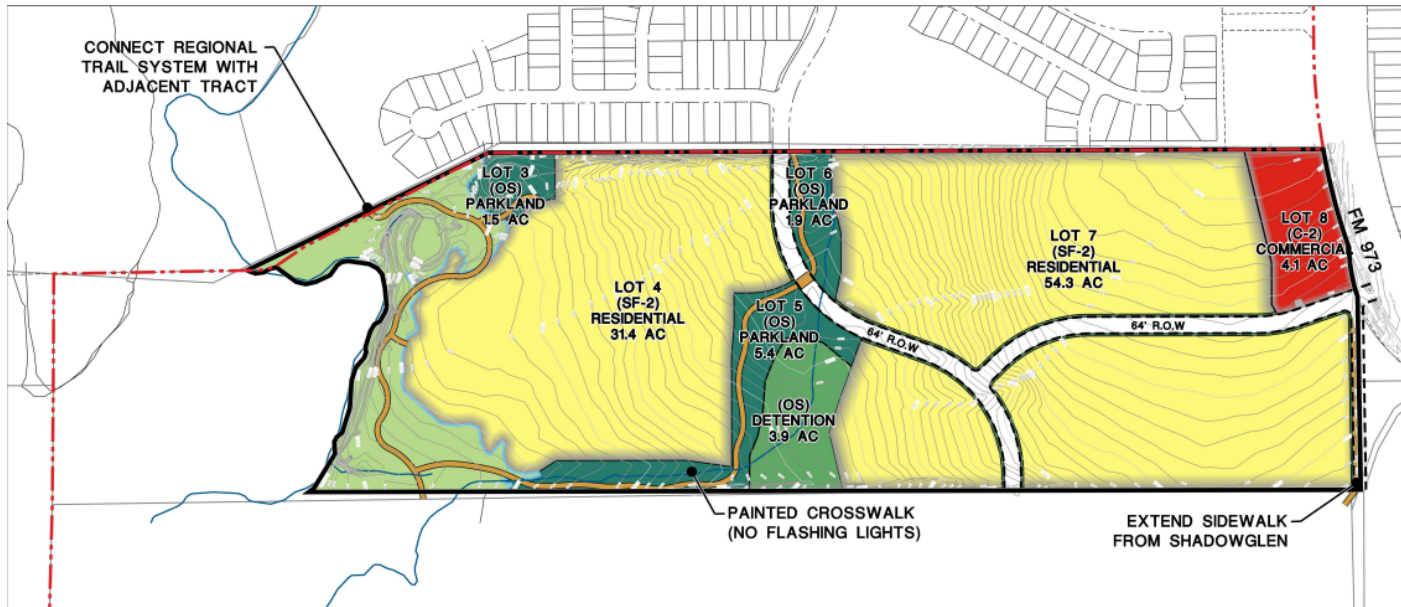


Exhibit C

Parkland Exhibit

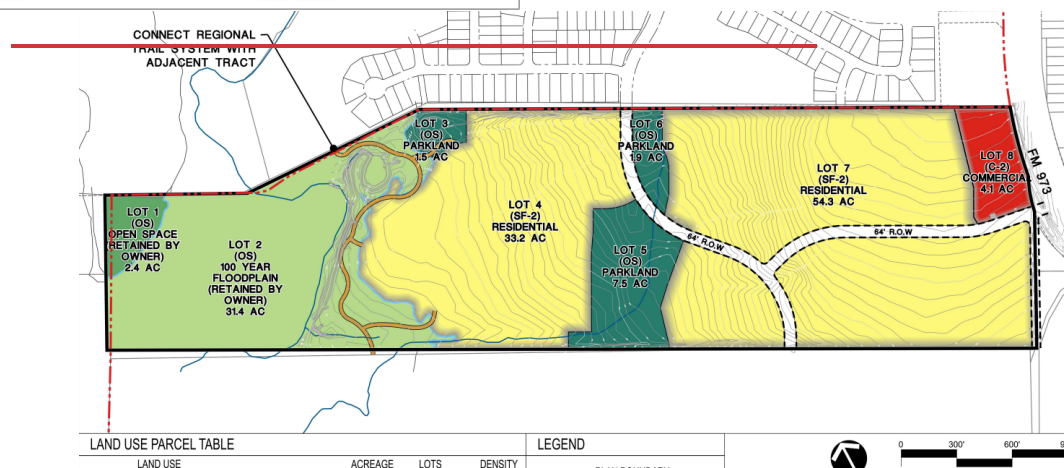
DRAFT



LAND USE PARCEL TABLE				LEGEND	
LAND USE	ACREAGE	LOTS	DENSITY		
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC	— PLAN BOUNDARY	
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS		- - - PROPOSED RIGHT-OF-WAY	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS		- - - CITY LIMITS	
(OS) PARKLAND	8.8 ACRES	3 LOTS		— 8' TRAILS	
(OS) DETENTION	3.9 ACRES	1 LOTS			
TOTAL	113.4 ACRES		2.9 DU/AC		

North

Scale: 1" = 300'



LAND USE PARCEL TABLE				LEGEND	
LAND USE	ACREAGE	LOTS	DENSITY		
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC	— PLAN BOUNDARY	
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS		- - - PROPOSED RIGHT-OF-WAY	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS		- - - CITY LIMITS	
(OS) PARKLAND	8.8 ACRES	3 LOTS		— 8' TRAILS	
(OS) DETENTION	3.9 ACRES	1 LOTS			
TOTAL	113.4 ACRES		2.9 DU/AC		

North

Scale: 1" = 300'

1. 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.
 2. 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.
 3. 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.
 - a. Age 5-12 playground
 - b. Age 2-5 playground
 - c. Parking area with a minimum of 20 parking spaces
 - d. Minimum 10,000 square foot dog park (may be allowed within detention area)
 - e. Minimum 20 foot by 30 foot picnic pavilion
 - f. Basketball Court
 4. 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.
-

Exhibit D
License Agreement Form

DRAFT

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, rightsof-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]

DRAFT



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Conduct a public hearing 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 regard 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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of intent
- Amended PUD
- Mailing Labels and Notice
- Draft Development Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council conduct a public hearing on an ordinance for the Manor Heights (Carillon) Subdivision Planned Unit Development (PUD) Amendment located at 13201 Old Kimbro Road, Manor, TX.

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. _____

**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.

Page 2

PASSED AND APPROVED FIRST READING on this the ____ 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, TRMC,
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

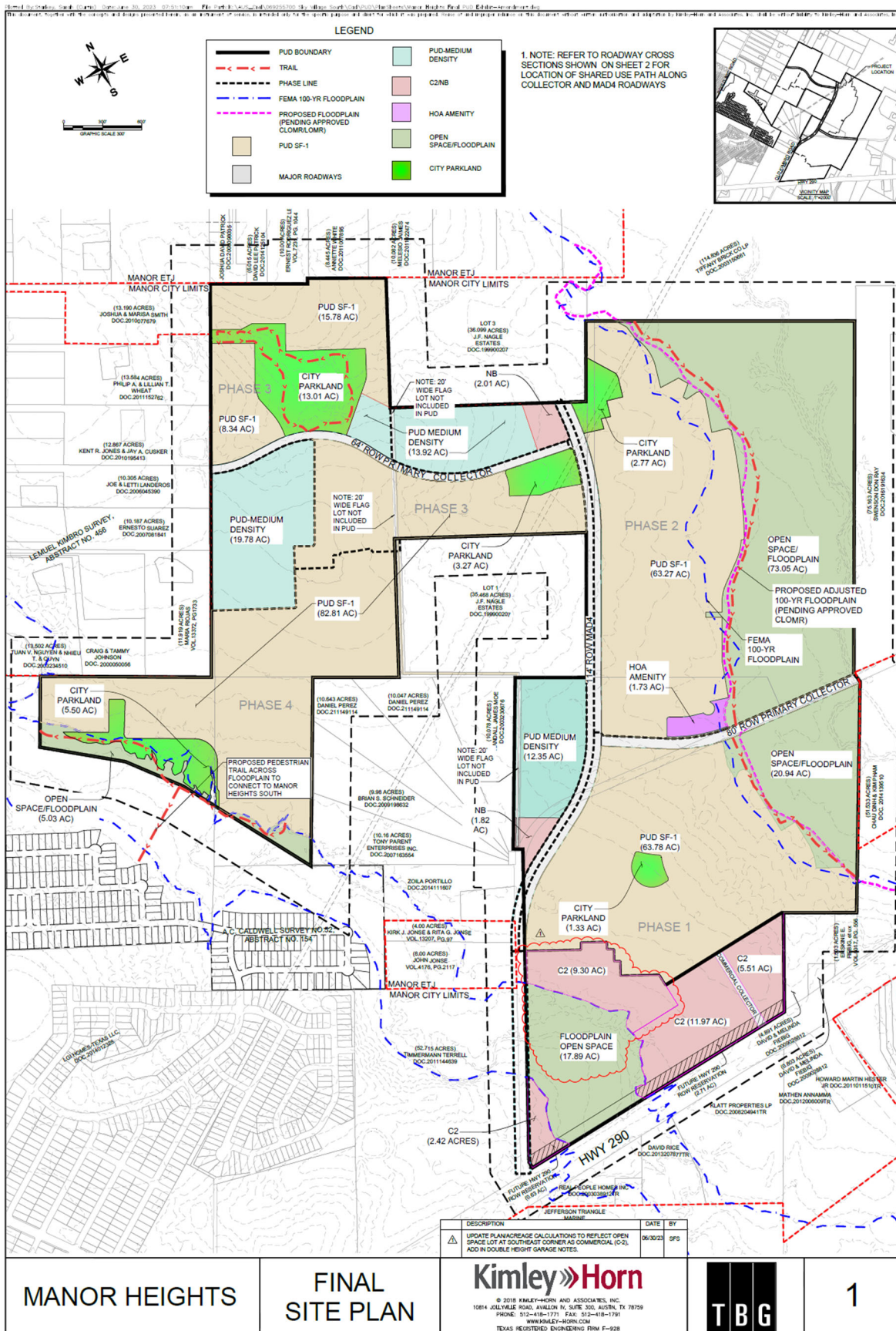
157.9603 acres out of the A.C. Caldwell survey No.52, Abstract 154 and the Lemuel Kimbro Survey No.64, Abstract 456, and being the tracts of land conveyed to Kimbro Road Estates, LP per deed recorded as document No.201780865 of the official public records of Travis County, Texas

ORDINANCE NO.

Page 4

EXHIBIT “B”

Planned Unit Development Land Use Plan
[attached]



ORDINANCE NO.

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 OBTAINED BY THE PLANNING AND ZONING COMMISSION (PZC). (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 USE, 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	9.78%
COMMERCIAL (C-2)	19.8	9.4	29.2	6.11%
NEIGHBORHOOD BUSINESS (NB)	3.9	0.0	3.9	0.82%
LOCAL AMENITY	1.2	0.0	1.2	0.25%
CITY PARKLAND	25.9	0.0	25.9	5.42%
FLOODPLAIN OPEN SPACE	126.2	0.0	126.2	26.43%
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)	REAR YARD SETBACK (FT)	MINIMUM LOT AREA (SQ FT)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MINIMUM LOT AREA (SQ FT)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)
PUD SF-1	25	15	15,000	30	50	15,000	30	50
PUD MEDIUM DENSITY	15	10	10,000	20	30	10,000	20	30
C-2 AND NB	25	15	15,000	30	50	15,000	30	50

3. **LOT COVERAGE**

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	150 SF/LIVING AREA	1.8 FAR
PUD MEDIUM DENSITY	1 UNIT/ACRE	1.8 FAR
C-2 AND NB	0.2 FAR	1.8 FAR
CITY PARKLAND	0.2 FAR	1.8 FAR

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 ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5. **LANDSCAPING**

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL BE 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	20%
PARKLAND	20%

NOTE: MINIMUM LANDSCAPING REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY, OR DWELLING, SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, OR (B) 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 THE 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 4%.

LOT WIDTH	PERCENTAGE MIX
50' WIDE	70%
150' WIDE	15%
180' WIDE	15%

7. **MAXIMUM DENSITY**

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	150 SF/LIVING AREA	1.8 FAR
PUD MEDIUM DENSITY	1 UNIT/ACRE	1.8 FAR
C-2 AND NB	0.2 FAR	1.8 FAR

8. **PARKLAND**

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	150 SF/LIVING AREA	1.8 FAR
PUD MEDIUM DENSITY	1 UNIT/ACRE	1.8 FAR
C-2 AND NB	0.2 FAR	1.8 FAR

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	63%	0.2
Self Storage (Commercial)	76,670	13%	0.2
PUD MEDIUM DENSITY	340,400	100%	-
CITY PARKLAND	N/A	-	-

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.

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 80% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES SHALL BE REPLACED AT THE RATIO 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, AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM LOT AREA AND LOT WIDTH 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 REQUIRED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE COMMENCEMENT OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 10% OF SUCH COSTS SHALL BE SUBMITTED WITH THE CITY ENGINEER'S REVIEW. THE BOND MAY BE APPLIED 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 COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUND SHALL BE COMPLETED BY THE CITY WITHIN 2 YEARS OF THE DATE 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 4,350 SQUARE FEET WITHIN PUD-SF-1 AND 3,350 SQUARE FEET WITHIN PUD-MEDIUM DENSITY.
- LOT FRONTAGE MEASUREMENT 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 35 FEET.
- LOTS ALONG CUL-DE-SACS AND CURVED ROADWAYS TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 35 FEET AT THE RIGHT OF WAY, AND 32' WIDE FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM DISE 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 2%. PROPOSED ROADWAY GRADIENTS WILL BE SUFFICIENT FOR EMERGENCY ACCESS AND WILL MEET CITY OF ALUTIN 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 SHELTER HOMES, 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 DENSITY SHALL BE TWO SPACES FOR EACH LIVING UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM ABOVE TWO PLUS TEN ADDITIONAL SPACES FOR VISITOR PARKING. TANDEN 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 FINAL LANDSCAPING.
- 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 COMING WITHIN 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 MINIVATOR WAREHOUSE IS PERMITTED WITH CONDITIONS ESTABLISHED IN UDC 14.2.219 FOR THE USE. ACCORDINGLY, NO PORTION OF THE MINIVATOR WAREHOUSE USE SHALL BE LOCATED WITHIN 500-FEET OF U.S. HIGHWAY 290.
- 20% OF THE HOMES LOCATED IN SECTIONS 21A AND 21B OF PHASE 2 OF THE PROJECT MAY INCLUDE THE "DOUBLE HEIGHT GARAGE PLAN". AS SUCH PLAN IS GENERALLY ILLUSTRATED ON SHEET 2 OF THIS PUD.

10. STREET UTILITIES

ESTIMATED LINES FOR PRELIMINARY ANALYSIS

LAND USE	ACRES	NO. LOTS	LUES
PUD SF-1	234.0	935,995	935,995
PUD MEDIUM DENSITY	46.6	340,400	238,267
C-2 AND NB	31.1	N/A	250
CITY PARKLAND	25.9	-	-
OPEN SPACE FLOODPLAIN	126.2	-	-
MAJOR ROADWAYS	19.7	-	-
TOTALS	477.8		1435,156

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
Cigar or Lounge P
Community Services C
Convenience Store or Pharmacy P
Consumer Repair Services P
Florist P
Food Preparation C
Food Truck P
Funeral Services P
General Retail (General) P
General Retail (Specialty) P
Hospital Services P
Laundry Services (Self) P
Liquor Store (Self) P
Medical Clinic P
Office Equipment P
Office Supplies P
Office, Medical P
Office, Professional P
Personal Improvement Services P
Pet Services P
Pet Store P
Printing and Publishing C
Product Development Services (General) P
Regional Assembly P
Restaurant 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 Facility, Attached C
Wireless Transmission Facility, Standalone C

PERMITTED MEDIUM COMMERCIAL (C2)

Adult Day Care 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
Bakery, Retail P
Brewery, Retail P
Business Support Services P
Child Care Center P
Cigar or Lounge P
Community Services C
Convenience Store or Pharmacy P
Consumer Repair Services P
Catering, Retail P
Dry Cleaning P
Event Center P
Florist P
Food Preparation C
Food Truck P
Funeral Services P
General Retail (General) C
General Retail (Specialty) C
Gasoline Station (Full Service) C
Gasoline Station (Unattended) P
General Retail Sales (General) P
Government Building P
Hotel C
Laundry C
Liquor Store P
Mini-Storage Warehouse C *See note 22
Office, Government P
Office, Professional P
Office, Retail P
Office Accessory Parking P
Personal Improvement Services P
Personal Services P
Pet Store C
Printing and Publishing C
Retail Services (General) C
Restaurant (Indoor) 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, Retail P
Veterinary Services, Large C
Veterinary Services, Small C
Wireless Transmission Facility, Attached C
Wireless Transmission Facility, Standalone C

DESIGN SPEED: 30 mph

PRIMARY COLLECTOR (WITH NO SF-1 FRONTAGE)

DESIGN SPEED: 40 mph

PRIMARY COLLECTOR (WITH SF-1 FRONTAGE)

DESIGN SPEED: 25 mph

STANDARD RESIDENTIAL ROADWAY SECTION

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

DATE: _____ DAY OF _____, 20____

BY: _____

HONORABLE MAYOR RITA L. JONES
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 COUNCIL.

DATE: _____ DAY OF _____, 20____

BY: _____

WILLIAM MYERS, CHAIRPERSON

PUD GUIDELINES & NOTES

MANOR HEIGHTS

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JULYVALE ROAD, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM #928

TBG

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, sunscreens, ornamental cornices, ornamental and bay windows, vertical "sliver" 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 Facades

Page 1

Garage doors flush with the street-facing facade require design features on the facade that de-emphasize 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-loaded Garage - Flush with Facade

Page 7

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 Entries

Page 4

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

Front-loaded Garage - Projecting

Page 8

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 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.

Exteriors of Residential Buildings

Page 6

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.

Garage Door Articulation

Page 9

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.

Front-loaded Garage - Living Area Forward

Page 8

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.

Roofs and Overhead Structures

Page 10

MANOR HEIGHTS




EXHIBIT B
PUD DESIGN
STANDARDS

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 COLUMBIE ROAD, KIMBLE, TX 75080, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM E-928

TBG

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</p> <p>Page 17</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</p> <p>Page 18</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 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 screening 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</p> <p>Page 19</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</p> <p>Page 20</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"><tr><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr><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></table> <p>Kimley»Horn</p> <p>© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 10814 KELLYVILLE 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>TBG</p>	<p>4</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								

December 15, 2022

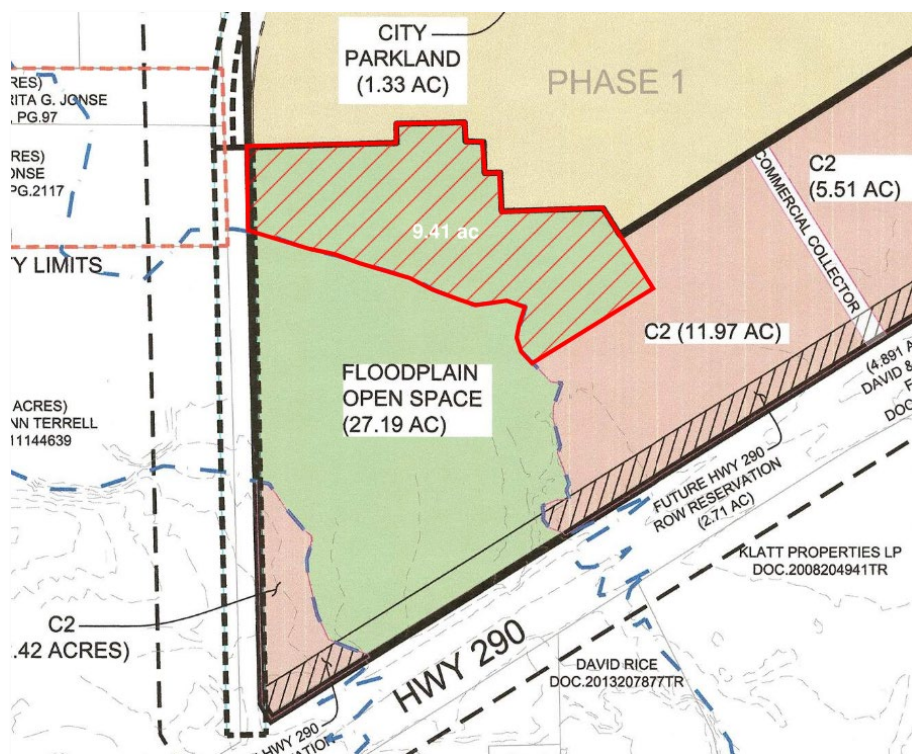
City of Manor
Attn: Scott Dunlop
105 E. Eggleston St.
Manor, Texas 78653

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,

A handwritten signature in black ink, appearing to read 'Jordan Litwiniak', with a stylized flourish at the end.

RHOF LLC
Name: Jordan Litwiniak
Title: Manager



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 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-cochères, 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 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-loaded Garage - Flush with Facade

1 August 2018

Page 7



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

Page 4



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

1 August 2018

Page 8



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

1 August 2018

Page 9



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

Page 6



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.

Roofs and Overhead Structures

1 August 2018

Page 10

	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

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



3



Medium Density Residential

1 August 2018

Page 11

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.

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



Medium Density Residential

1 August 2018

Page 12

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.

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

Page 14



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.

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

LOPEZ MARIA LUISA
14525 BOIS D ARC LN
MANOR, TX 78653-3812

VU THUY TRANG NGOC & THANH KIM
NGUYEN
12609 DESSAU RD 195
AUSTIN, TX 78754-1820

TABAREZ YNACIO & RO
1221 MEADGREEN DR
AUSTIN, TX 78758-4712

DINH CHAU QUANG & ANH KIM PHAM
1201 PORTERFIELD DR
AUSTIN, TX 78753-1617

NGUYEN THANH K & THONG Q VU
14520 EAST US HWY 290
MANOR, TX 78653-4747

TIMMERMAN PROPERTIES INC
PO BOX 4784
AUSTIN, TX 78765-4784

13105 FM 1100 LLC
5808 BALCONES DR, STE 200
AUSTIN, TX US 78731-4265

13105 FM 1100 LLC
5808 BALCONES DR, STE 200
AUSTIN, TX US 78731-4265

AUSTIN, 21 LLC
117 FORT HOOD LN
GEORGETOWN, TX 78628-6007

TANI INVESTMENTS LLC ETAL
608 PETERSON LANE
LAKEWAY, TX US 78734-4108

KLATT PROPERTIES LP
2001 PICADILLY DR
ROUND ROCK, TX 78664-9511

MB & MS ENTERPRISES INC
PO BOX 82653
AUSTIN, TX 78708-2653

KRANTZ PROPERTIES LLC
14807 US HIGHWAY 290 E
MANOR, TX 78653-4513

SUAREZ DOMINGO
14121 BOIS D ARC LN
MANOR, TX 78653-3815

COFFEY JOSEPH MURPHY
14212 BOIS D ARC LN
MANOR, TX 78653-3448

FIVE STAR INVESTMENTS LLC
1611 WESTMEADOW TRL
ROUND ROCK TX 78665-1258

BLOMBERG JOHN E & LISA KANETTE
14424 BOIS D ARC LN
MANOR, TX 78653-3802

GALVAN FELIPE VEGA
14604 BOIS D ARC LN
MANOR, TX 78653-3803

REYES DAVID
14420 BOIS D ARC LN
MANOR, TX 78653-3802

COFFEY JOSEPH MURPHY
14212 BOIS D ARC LN
MANOR, TX 78653-3448

CHEN WENKAI
1132 NORTHWESTERN AVE UNIT A
AUSTIN, TX US 78702

PADILLA ANDRES & MARIA E
14831 BOIS D ARC RD
MANOR, TX 78653-4039

LANFORD LAWRENCE LEE II &
14405 KIMBRO WEST ROAD MANOR,
TX US 78653-3807

SCHAFER DENNIS D
2616 BUTLER WAY ROUND ROCK TX
78665-3842

PORTILLO ZOILA
13342 OLD KIMBRO RD
AUSTIN, TX 78653-4511

JONSE JOHN & RITA
PO BOX 21
MANOR, TX 78653-0021

FAY WALTER F (VLB)
7405 CHISOS PASS
AUSTIN, TX 78724-3205

JONSE KIRK J & CATHY W
13326 OLD KIMBRO RD
MANOR, TX 78653-4511

BRANT MARGARET L
545 WASHINGTON BLVD
MARINA DEL REY, CA 90292-5420

RUIZ GUADALUPE J
14775 BOIS D ARC LN
MANOR, TX 78653-3535

LOPEZ MARIA LUISA
14525 BOIS D ARC LN
MANOR, TX 78653-3812

RUIZ J GUADALUPE
14775 BOIS D ARC LN
MANOR, TX 78653-3535

PEREZ-FABELA OSWALDO
14605 BOIS D ARC LN
MANOR, TX 78653-3804

GONZALEZ JOSE & MARIBELLA CORTZ
14845 BOIS D ARC LN
MANOR, TX 78653-3626

TIFFANY BRICK CO L P
300 E JOHN CARPENTER FRWY STE
1645 IRVING TX 75062-2772

SALAS ISIDORO RODRIGUEZ & OSCAR
GERARDO MACEDO
11900 BRIARCREEK LOOP
MANOR, TX 78653-4622

LY DWIGHT CHUAN ETAL
PO BOX 1139
MANOR, TX US 78653-1139

PATRICK DAVID L
14805 BOIS D ARC LN
MANOR, TX 78653-3626

BMR LAND LLC ETAL
5260 N PALM AVE STE 400
FRESNO, CA US 93704-2217

NELSON LESTER C (LIFE ESTATE)
8813 LITTLE LAURA
AUSTIN, TX 78757-6863

KIMCAP LLC
PO BOX 14171
AUSTIN, TX 78761-4171

KONDRATH AMY L & JEREMY C
14601 US HWY 290E UNIT B
MANOR, TX 78653-4568

MASON MARILYN M & RONALD J
14601 US HIGHWAY 290 E APT C
MANOR, TX 78653-4568

MASON-DARNELL TODD & KIM
14601 US HIGHWAY 290 E
APT D
MANOR, TX 78653-4568

GALINDO THOMAS ELISIO III LIFE
ESTATE
PO BOX 343
MANOR, TX 78653-0343

BELLO BENIGNO JR & SONIA
14401 BOIS D ARC LN
MANOR, TX 78653-3810

JONSE JOHN A & MARY
14311 BOIS D ARC LN
MANOR, TX 78653-3811

JONSE JOHN A & MARY
14311 BOIS D ARC LN
MANOR, TX 78653-3811

MORALES RENIEL RODRIGUEZ &
GRISELDA GARCIANDIA MIRON
14421 BOIS D ARC LN
MANOR, TX 78653-3810

SUAREZ ERNESTO
14121 BOIS D ARC LN
MANOR, TX 78653-3815

LANDEROS LETICIA C & JOSE J
REVOCABLE TRUST
14315 BOIS D ARC LN
MANOR, TX 78653-3811

CONTRERAS JUVENTINO & EVA
14509 BOIS D ARC LN
MANOR, TX 78653-3812

ARANDA LORENZO & MARIA
20918 GALILEE CT
MANOR, TX 78653-2816

GEBAUER JOHN JR
13330 OLD KIMBRO RD
MANOR, TX 78653-4511

BELLO BENIGNO JR & SONIA
14401 BOIS D ARC LN
MANOR, TX 78653-3810

DUFFY PATRICK N & TERRIE L
14215 BOIS D ARC LN
MANOR, TX 78653-3814

PATRICK DAVID L
14805 BOIS D ARC LN
MANOR, TX 78653-3626

PATRICK CASEY ROSE
14809 BOIS D ARC LN
MANOR, TX 78653-4097

PATRICK JOSHUA DAVID
14809 BOIS D ARC LN
MANOR, TX 78653-4097

SBS MANOR, I LLC
1350 E FLAMINGO RD STE 13B PMB
849
LAS VEGAS, NV 89111

AUSPRO ENTERPRISES LP
PO BOX 13549
AUSTIN, TX 78711-3549

MOE RANDALL JAMES
1 COUNTY ROAD 473
THRALL, TX 76578-8797

SON DAU TRUST & RANDAL
MOE
5516 HWY 71 E RICHARD C KING C
EDAR CREEK, TX 78612-3940

DUQUE STATES LLC
2311 W HOWARD LN
AUSTIN, TX 78728-7618

HEART OF TEXAS METALWORKS LLC
14405 KIMBRO WEST RD MANOR, TX
78653-3807

GONZALEZ JOSE & MARIBELLA CORTZ
14845 BOIS D ARC LN
MANOR, TX 78653-3626

AUSTIN, 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

MARSALISE LEE J
110 RAYMOND DR
DERIDDER, LA 70634-5806

CARBAJAL NICOLAS & MARIA Y
14014 FM RD 1100
AUSTIN, TX 78653

LGI HOMES - TEXAS LLC
1450 LAKE ROBBINS DR STE 430
THE WOODLANDS, TX

AH4R PROPERTIES LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

BEHARRY NIGEL & DEBORAHJ CANTU
BEHARRY
20209 GROVER CLEVELAND WAY
MANOR, TX 78653-2075

AH4R PROPERTIES LLC
23975 PARK SORRENTO STE 300
CALABASAS. CA 91302-4012

GAO SHUXIANG & JOSEPHUS NI
20217 GROVER CLEVELAND WAY
MANOR, TX 78653-2075

HERBERT BROCK L
20221 GROVER CLEVELAND WAY
MANOR, TX 78653-2075

CARBAJAL NICOLAS GERARDO
14014 FM 1100 RD
MANOR, TX 78653-4187

ESPARZA JOSE RUIZ
14793 BOIS D ARC LN
MANOR, TX 78653-3654

KEARNEY SHEILA CHRISTINE
13617 MILLARD FILLMORE ST
MANOR, TX USA 78653-2009

NAYLOR JALEN & ISAIAH PIPPEN
13621 MILLARD FILLMORE ST
MANOR, TX USA 78653-2009

NAYLOR JALEN & ISAIAH PIPPEN
13621 MILLARD FILLMORE ST M
ANOR TX USA 78653-2009

WITTKKE GLENN & ANDELIA G ADAME
19716 ANDREW JACKSON ST
MANOR, TX USA 78653-2143

RUSS JONATHAN JR & LILLIE
19712 ANDREW JACKSON ST
MANOR, TX USA 78653-2143

L4S LLC
1101 W 34TH ST
#308
AUSTIN, TX 78705-1907

L4S LLC
1101 W 34TH ST
#308
AUSTIN, TX 78705-1907

L4S LLC
1101 W 34TH ST #308
AUSTIN, TX 78705-1907

EARTC INVESTMENTS DOS LLC
14719 E U S HWY 290 STE 106
MANOR, TX 78653-4588

TADI SANDEEP
19725 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

BRIONES JUAN RODRIGO MELENDEZ
19729 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

MULUKUNTLA SUNNY & MOUNIKA
GADDAM
19733 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

QUONOEY LOGAN
19801 ABIGAIL FILLMORE RD
MANOR, TX 78653-2454

AKINTITAN ISAAC
19805 ABIGAIL FILLMORE RD
MANOR, TX 78653-2454

OLIVEIRA LUCIANO VALENTE DE
19809 ABIGAIL FILLMORE RD
MANOR, TX 78653-2454

LOPEZ JORGE & ESTRELLA
12601 US 290-E APT E102
MANOR, TX 78653

MARTINEZ GLORIA JAIMES
19724 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

VALDEZ BEATRIZ & ELLEN DEL RIO
1400 AMBER DAY DR
PFLUGERVILLE, TX 78660-5733

DARBY BEULAH
19716 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

RAO SAHIB & SHELLY
19712 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

KARRER DUSTIN WILLIAM
19813 ANN RICHARDS AVE
MANOR, TX 78653-2473

NAVARRO JORGE ANTONIO SALAZAR &
CASANDRA MORALES RUIZ
19817 ANN RICHARDS AVE
MANOR, TX 78653-2473

ADOMAKO-ADJEI SETH YAW & CANDY
M
19901 ANN RICHARDS AVE
MANOR, TX 78653-2474

FOSTER MEGAN MARIE
19905 ANN RICHARDS AVE
MANOR, TX 78653-2474

ABBASI CASSANDRA RAE ABBASI AND
AZIZ
19909 ANN RICHARDS AVE
MANOR, TX 78653-2474

GONZALEZ ANA CAREN RESENDIZ &
BEATRIZ RESENDIZ GONZALEZ
19913 ANN RICHARDS AVE
MANOR, TX 78653-2474

HERNANDEZ HUGO DANIEL & BERENISE
BATRES-ROMAN
19917 ANN RICHARDS AVE
MANOR, TX 78653-2474

SUMMERS DANIEL ELLIS
19921 ANN RICHARDS AVE
MANOR, TX 78653-2474

VU DAVIS H & HANH THI NGUYEN
13801 CHARLES E HUGHES ST
MANOR, TX 78653-2468

MORALES ALEX ANDRES
13805 CHARLES E HUGHES ST
MANOR, TX 78653-2468

GUTIERREZ DIONNYS ARGUELLES
13809 CHARLES E HUGHES ST
MANOR, TX 78653-2468

SMITH JENNIFER MICHELLE & BRYAN
CHASE BARGSLEY
13813 CHARLES E HUGHES ST
MANOR, TX 78653-2468

13817 CHARLES E HUGHES ST MANOR,
TX 78653-2468
13817 CHARLES E HUGHES ST
MANOR, TX 78653-2468

NGUYEN VY NGOC & ZHIMING XIE
19928 ANN RICHARDS AVE
MANOR, TX 78653-2474

KHAN MUHAMMAD ADIL
19924 ANN RICHARDS AVE
MANOR, TX 78653-2474

AVILA VICTORIA
19920 ANN RICHARDS AVE
MANOR, TX 78653-2474

PENA YURISNEL TAMAYO & YENEY
GONZALEZ RODRIGUEZ
19916 ANN RICHARDS AVE
MANOR, TX 78653-2474

FOO KAM MUN & JINNY CARMEN TAM
19912 ANN RICHARDS AVE
MANOR, TX 78653-2474

OSEGUERA CRHISTOFER B PINEDA &
ADRIANA ARELI LOPEZ SOTO
13901 ALLAN SHIVERS ST
MANOR, TX 78653-2469

DURAN PABLO DAVID MORAN &
JOCELYN SELENA ZUNIGA
13905 ALLAN SHIVERS ST
MANOR, TX 78653-2469

SUN YAN & WANG QIULAN
13909 ALLAN SHIVERS ST
MANOR, TX 78653-2469

KULKARNI ANANT MANOHAR
13913 ALLAN SHIVERS ST
MANOR, TX 78653-2469

GUGLIELMELLI GIULIA & ADAM
WITHERSPOON
13917 ALLAN SHIVERS ST
MANOR, TX 78653-2469

FILSINGER TY JAMES
13921 ALLAN SHIVERS ST
MANOR, TX 78653-2469

MCGINTY KAYLEY
19816 CAROLINE HARRISON ST
MANOR, TX 78653-2480

CHEN MIKE
19812 CAROLINE HARRISON ST
MANOR, TX 78653-2480

GARCIA BORIS TEODORO CUA & LIDIA
LOPEZ IBARRA
19808 CAROLINE HARRISON ST
MANOR, TX 78653-2480

MIMS CASEY & CODY HARTFORD
19804 CAROLINE HARRISON ST
MANOR, TX 78653-2480

ALFANO KEITH MICHAEL
19800 CAROLINE HARRISON ST
MANOR, TX 78653-2480

AU RACHEL PUI
19720 CAROLINE HARRISON ST
MANOR, TX 78653-2479

STARLING DARRIEN MARQUI &
PRECIOUS DESTINY RAYFIELD
19716 CAROLINE HARRISON ST
MANOR, TX 78653-2479

CONTRERAS NICOLAS ACOSTA & ALEXIS
LABRA ANTUNEZ
19712 CAROLINE HARRISON ST
MANOR, TX 78653-2479

GRASSEL CHRISTOPHER
19708 CAROLINE HARRISON ST
MANOR, TX 78653-2479

VARGAS-FLORES ALEJANDRO JOEL &
DIANA CAROLINA LOPEZ-GUERRA
19704 CAROLINE HARRISON ST
MANOR, TX 78653-2479

THALAN MITCHELL TUAN-CONG
19700 CAROLINE HARRISON ST
MANOR, TX 78653-2479

CORONA KIMBERLY & MELANIA SONIA
RUIZ
19624 CAROLINE HARRISON ST
MANOR, TX 78653-2478

ESCAMILLA MICHAEL & CHRISTA M
COOK
19620 CAROLINE HARRISON ST
MANOR, TX 78653-2478

CHEPURI VARUN KUMAR
19616 CAROLINE HARRISON ST
MANOR, TX 78653-2478

XAVIER FRANICS & BINCY
19612 CAROLINE HARRISON ST
MANOR, TX 78653-2478

REYES-ESPARZA ALEJANDRO
19608 CAROLINE HARRISON ST
MANOR, TX 78653-2478

KITCHENS DEVIN BLAEC
19604 CAROLINE HARRISON ST
MANOR, TX 78653-2478

JAIN PRASHANT
10102 TALLEYRAN DR
AUSTIN, TX 78750-3836

CONTINENTAL HOMES OF TEXAS LP
1070 PECAN PARK BLVD
SUITE 400
AUSTIN, TX 78750

CONTINENTAL HOMES OF TEXAS LP
1070 PECAN PARK BLVD
SUITE 400
AUSTIN, TX 78750

BUTLER KATHERINE NICOLE & JEREMY
GLEN DAVILA
14021 MAMIE EISENHOWER RD
MANOR, TX 78653

PACHECO ANALYDIA
15001 MAMIE EISENHOWER RD
MANOR, TX 78653-2477

ADKINS WALLACE H JR ETAL
15005 MAMIE EISENHOWER RD
MANOR, TX 78653

PATEL VARUNKUMAR
15009 MAMIE EISENHOWER RD
MANOR, TX 78653

BRIONES DULCE MARIA SANCHEZ &
ELISEO HERNANDEZ
15013 MAMIE EISENHOWER RD
MANOR, TX 78653

PEDREGON JEREMY MARTIN
15004 MAMIE EISENHOWER RD
MANOR, TX 78653

MALDONADO RICARDO AVELAR &
MARIO ENRIQUE AVELAR MALDONADO
15000 MAMIE EISENHOWER RD
MANOR, TX 78653

GEA ALBERT CHUARNSHIN &
YEUNJONG GEA
14020 MAMIE EISENHOWER RD
MANOR, TX 78653

MARTINEZ HAZEL CONSUELO &
CARLOS ALBERTO
14016 MAMIE EISENHOWER RD
MANOR, TX 78653

TO ANH THI HOANG
14012 MAMIE EISENHOWER RD
MANOR, TX 78653

SCOTT RAY CHARLES JR
14008 MAMIE EISENHOWER RD
MANOR, TX 78653

GOULD CHERYL ANN
14004 MAMIE EISENHOWER RD
MANOR, TX 78653

FILSINGER JANET SUSAN
14000 MAMIE EISENHOWER RD
MANOR, TX US 78653

MARTINEZ CARLOS ANTONIO
HERNANDEZ & ANDREA BEATRIZ
AMAYA
13916 MAMIE EISENHOWER RD
MANOR, TX 78653
CITY OF MANOR TEXAS
105 E EGGLESTON ST
MANOR, TX USA 78653-3463

FLORES JOSE ELEUTERIO & MARTHA
SAMANO RODRIQUEZ
13912 MAMIE EISENHOWER RD
MANOR, TX 78653-2475

TAPIA JASIRIS
13908 MAMIE EISENHOWER RD
MANOR, TX 78653-2475

VALLE CORINA M
19601 CAROLINE HARRISON ST
MANOR, TX 78653-2478

HIPOLITO DAVID LUNA & IRENE
GONZALEZ SERRANO
19605 CAROLINE HARRISON ST
MANOR, TX 78653-2478

UGARTE MARIBEL ESQUIVEL & JUAN
CARLOS PADRON MEDINA
19609 CAROLINE HARRISON ST
MANOR, TX 78653-2478

SHETH RUCHI CHANDRAKANT &
DARSHIT R
208 ROLLING FORK BND
IRVING TX, 75039-3808

ALCANTARA MARCO
19617 CAROLINE HARRISON ST
MANOR, TX 78653-2478

CRUZ DANIEL MELCHOR
19621 CAROLINE HARRISON ST
MANOR, TX 78653-2478

FARHAT HUMAYUN & HAMIDA
19625 CAROLINE HARRISON ST
MANOR, TX 78653-2478

HAOUI ALI
19701 CAROLINE HARRISON ST
MANOR, TX 78653-2479

WORKMAN BRITTANY NICOLE
19705 CAROLINE HARRISON ST
MANOR, TX 78653-2479

RODRIGUEZ KATIE SUE & JOHN
THOMAS
19709 CAROLINE HARRISON ST
MANOR, TX 78653-2479

OCHOA MEZZIE LEE
19713 CAROLINE HARRISON ST
MANOR, TX 78653-2479

OTHMAN SAEB
19717 CAROLINE HARRISON ST
MANOR, TX 78653-2479

TAYLOR RAYNARD SCOTT
19721 CAROLINE HARRISON ST
MANOR, TX 78653-2479

DOMINGUEZ OMAR TORAL & LEONILA
HERNANDEZ CABRERA
19801 CAROLINE HARRISON ST
MANOR, TX 78653-2480

ASFAW ESKEDAR & BEGASHAW GEBRE
19805 CAROLINE HARRISON ST
MANOR, TX 78653-2480

PIEDRA JORGE LUIS SOSA
19809 CAROLINE HARRISON ST
MANOR, TX 78653-2480

CHRISTIAN ELADIO RODRIGUEZ
19813 CAROLINE HARRISON ST
MANOR, TX 78653-2480

DOUGLAS HOWARD III ETAL
19812 ANN RICHARDS AVE
MANOR, TX 78653-2473

ROJAS ROBERTO NORBERTO PEREZ &
DIANELIS ACOSTA MUNOZ
19808 ANN RICHARDS AVE
MANOR, TX 78653-2473

WALSH BRIAN EDWARD
19804 ANN RICHARDS AVE
MANOR, TX 78653-2473

MACIAS JAIME
19800 ANN RICHARDS AVE
MANOR, TX 78653-2473

HERNANDEZ-ALVAREZ IVETTE
19720 ANN RICHARDS AVE
MANOR, TX 78653-2472

FELICIANO MISSOKI JAIMES & ISIDRO
19716 ANN RICHARDS AVE
MANOR, TX 78653-2472

SALKELD JAMES B & AMERICA A
19704 ANN RICHARDS AVE
MANOR, TX 78653-2472

BYRD RODNEY
19620 ANN RICHARDS AVE
MANOR, TX 78653-2471

DURING OLUFUNMILAYO O
19608 ANN RICHARDS AVE
MANOR, TX 78653-2471

FORESTAR REAL ESTATE GROUP INC
2221 E LAMAR BLVD
STE 790
ARLINGTON, TX 76006-7458

GARCIA EVELYN PLACERES
20001 ABIGAIL FILLMORE RD
MANOR, TX 78653

KHUDHEYER MUNTADAR FADEL &
SHAHAD SARMAH
19824 ABIGAIL FILLMORE RD
MANOR, TX 78653

CORDOVA-PINOT REBECCA & DANERY
JOHEL PINOT MORAZAN
19812 ABIGAIL FILLMORE RD
MANOR, TX 78653

TOVAR JOSE & MARIEL JUDITH
19821 ABIGAIL FILLMORE RD
MANOR, TX 78653

FORESTAR REAL ESTATE GROUP INC
ATTN JOHN MABERRY
2221 E LAMAR BLVD STE 790
ARLINGTON TX 76006-7458

FEUMY GEORGES HERVE & CARINE
NGATCHA EPSE
19712 ANN RICHARDS AVE
MANOR, TX 78653-2472

LIMBU APANA PHAGO
19700 ANN RICHARDS AVE
MANOR, TX 78653-2472

KONGPACHIT JUSTIN THOM
19616 ANN RICHARDS AVE
MANOR, TX 78653-2471

ECHELMAYER HENRY M
19604 ANN RICHARDS AVE
MANOR, TX 78653-2471

GOVEA CESAR
20004 PRICE DANIEL DR
MANOR, TX 78653

WALSH CAITLYN & CODY WALTHER
19912 ABIGAIL FILLMORE RD
MANOR, TX 78653

BENITEZ JAIENE & JUAN DAVID
DOMINGUEZ PACHECO
19820 ABIGAIL FILLMORE RD
MANOR, TX 78653

DAR MIKE
19813 ABIGAIL FILLMORE RD
MANOR, TX 78653

HESTAND DANA ELAINE
19825 ABIGAIL FILLMORE RD
MANOR, TX 78653

IRIGOLLEN CESAR & CYNTHIA L PEREZ
20220 ANDREW JOHNSON DR
MANOR, TX 78653

GUTIERREZ VICTOR VENE
JASMINA DEL CARMEN ACEVEDO
OLIVAS
19708 ANN RICHARDS AVE
MANOR, TX 78653-2472
TETTEY FERDINAND OWUSU
19624 ANN RICHARDS AVE
MANOR, TX 78653-2471

TORALES MARIA LAURA SANTOS
19612 ANN RICHARDS AVE
MANOR, TX 78653-2471

MARTINEZ ROGELIO BENITEZ & JORGE
ARCE CHAPARRO
19600 ANN RICHARDS AVE
MANOR, TX 78653-2471

LE KHAN
20000 PRICE DANIEL DR
MANOR, TX 78653

OFORI-NKWAGYIE FREDERICK & MAVIS
19828 ABIGAIL FILLMORE RD
MANOR, TX 78653

SMITH JORDAN S
19816 ABIGAIL FILLMORE RD
MANOR, TX 78653

JAHANI NATASHA NUREZ & AL-KARIM
JAHANI
19817 ABIGAIL FILLMORE RD
MANOR, TX 78653

WYNNE JARED D WYNNE & ANNA
19829 ABIGAIL FILLMORE RD
MANOR, TX 78653

MARLER ROBERT & ALICIA
20216 ANDREW JOHNSON DR
MANOR, TX 78653

GOMEZ FLORES JORGE L & MARTHA
GONZALEZ GONZALEZ & JORGE L
GOMEZ GONZALEZ
20212 ANDREW JOHNSON DR
MANOR, TX 78653

LAKSHMINARAYANA VENKATESH
PRABHANJAN
21017 PRICE DANIEL DR
MANOR, TX 78653

VEERAMACHANENI RAVITEJ &
RAMYAPRATYUSHA TATIKONDA
21029 PRICE DANIEL DR
MANOR, TX 78653

ALVAREZ MIGUEL JR
13605 REBECCA LATIMER RD
MANOR, TX 78653

JIMENEZ DANIEL JONATHAN & JAIME
JIMENEZ MACEDONIO
13617 REBECCA LATIMER RD
MANOR, TX 78653

FEROSE JULIA MICHELLE & AJ
ANTHONY-JOSEPH FINK
21000 ABIGAIL FILLMORE RD
MANOR, TX 78653

BAWANI SHAMS ZULFIQAR
20020 ABIGAIL FILLMORE RD
MANOR, TX 78653

WOOLBERT KENNAN & LAURA
20008 ABIGAIL FILLMORE RD
MANOR, TX 78653

BERRY NICHOLAS
19916 ABIGAIL FILLMORE RD
MANOR, TX 78653

YIN FENGJIE & MINJAE JUNG
20013 ABIGAIL FILLMORE RD
MANOR, TX 78653

KNORI LAUREN & DYLAN REED
20208 ANDREW JOHNSON DR
MANOR, TX 78653

HOLMES ASPEN JADE & JARED SCOTT
ARAGON
21021 PRICE DANIEL DR
MANOR, TX 78653

GUERRERO SAMUEL
21031 PRICE DANIEL DR
MANOR, TX 78653

GRANT DENIANN
13609 REBECCA LATIMER RD
MANOR, TX 78653

NGUYEN LAM THANH
21008 ABIGAIL FILLMORE RD
MANOR, TX 78653

KANNAN SRIPATI
20028 ABIGAIL FILLMORE RD
MANOR, TX 78653

PANNELL CHRISTOPHER
20016 ABIGAIL FILLMORE RD
MANOR, TX 78653

LUCEY MICHAEL C & YAIZA E LARA
20004 ABIGAIL FILLMORE RD
MANOR, TX 78653

HASANOVA SAFIYYA & EMIL GARAYEV
20005 ABIGAIL FILLMORE RD
MANOR, TX 78653

REDIN CATHY JANE & KENNETH LEE
20017 ABIGAIL FILLMORE RD
MANOR, TX 78653

LE QUANG TUYEN, THI KIM
PHAM, PHAM QUYNH TRAM LE & THUY
TO UYEN LE

20204 ANDREW JOHNSON DR
MANOR, TX 78653
SANCHEZ BRANDON & BRAYAN
SANCHEZ CRUZ
21025 PRICE DANIEL DR
MANOR, TX 78653

PEREZ GABRIEL LEONGUERRERO
13601 REBECCA LATIMER RD
MANOR, TX 78653

KAMIKUBO HIKARU
13613 REBECCA LATIMER RD
MANOR, TX 78653

HARRINGTON PRISCILLA & BAMIDELE
OGUNTUASE
21004 ABIGAIL FILLMORE RD
MANOR, TX 78653

MARTINEZ MELANIE RENEE
20024 ABIGAIL FILLMORE RD
MANOR, TX 78653

MARROQUIN JEFFREY & LUCIA PINON
20012 ABIGAIL FILLMORE RD
MANOR, TX 78653

RODRIGUEZ JULIO CESAR BRIZUELA &
NORMA ANGELICA DIAZ ACOSTA
20000 ABIGAIL FILLMORE RD
MANOR, TX 78653

PENA JOSHUA CHARLES & ROBERT
MAHOR JR
20009 ABIGAIL FILLMORE RD
MANOR, TX 78653

KHAN AVNER ANWAR
20021 ABIGAIL FILLMORE RD
MANOR, TX 78653

TRUJILLO MARIA D MALDONADO &
ABRIL G RODRIGUEZ MALDONADO &
BEATRIZ MALDONADO
20025 ABIGAIL FILLMORE RD
MANOR, TX 78653
HICKMOTT CYNTHIA LENAN
21017 ABIGAIL FILLMORE RD
MANOR, TX 78653

DOMINGUEZ CARMEN M
20029 ABIGAIL FILLMORE RD
MANOR, TX 78653

REYES RICHARD & ADOLFINA
21001 ABIGAIL FILLMORE RD
MANOR, TX 78653

Item 5.

SAHA SANDIPAN
21021 ABIGAIL FILLMORE RD
MANOR, TX 78653

AVILA RICARDO MANUEL & YURIDIA
ESTELLA
21025 ABIGAIL FILLMORE RD
MANOR, TX 78653

ABDULMAJEED TARIQ
21029 ABIGAIL FILLMORE RD
MANOR, TX 78653

PATIL HEMANT JIVRAM
21028 PRICE DANIEL DR
MANOR, TX 78653

BLACK BRUCE FREDRICK JR & JENNIFER
WOLELY
21024 PRICE DANIEL DR
MANOR, TX 78653

RENFRO ROSS & WONCHANOK
VISITSACK
21020 PRICE DANIEL DR
MANOR, TX 78653

AL-GBURI AHMED SABRI KHAZENDAR &
MARYAM AL-GBURI
21016 PRICE DANIEL DR
MANOR, TX 78653

DICKEY ERIC ASHTON & MARTA
LORENA FONSECA
21012 PRICE DANIEL DR
MANOR, TX 78653

GUERRERO JOANA & CEZAR
20028 PRICE DANIEL DR
MANOR, TX 78653

RAUT NIDHI
20024 PRICE DANIEL DR
MANOR, TX 78653

SUAREZ JOSE A JIMENEZ
20020 PRICE DANIEL DR
MANOR, TX 78653

NGUYEN KHOA THANH
20016 PRICE DANIEL DR
MANOR, TX 78653

GONZALEZ ANA MARIA ESPARZA &
FRANCISCO LUCIO
20012 PRICE DANIEL DR
MANOR, TX 78653

KINCELL ALEX & KRYSTAL ALANA
KINCELL & FRANK KINCELL
20008 PRICE DANIEL DR
MANOR, TX 78653

CONTINENTAL HOMES OF TEXAS L P
10700 PECAN PARK BLVD
STE 400
AUSTIN, TX 78750

NGUYEN NGHIA TRUNG
21012 ABIGAIL FILLMORE RD
MANOR, TX US 78653

LE MINH TAN
21005 ABIGAIL FILLMORE RD
MANOR, TX 78653

FORESTAR REAL ESTATE GROUP INC
ATTN JOHN MABERRY
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006

DUQUE STATES LLC
2311 W HOWARD LN
AUSTIN, TX 78728

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 A-2
COMMERCIAL PARCELS

EXHIBIT B-1

MASTER DEVELOPMENT PLAN

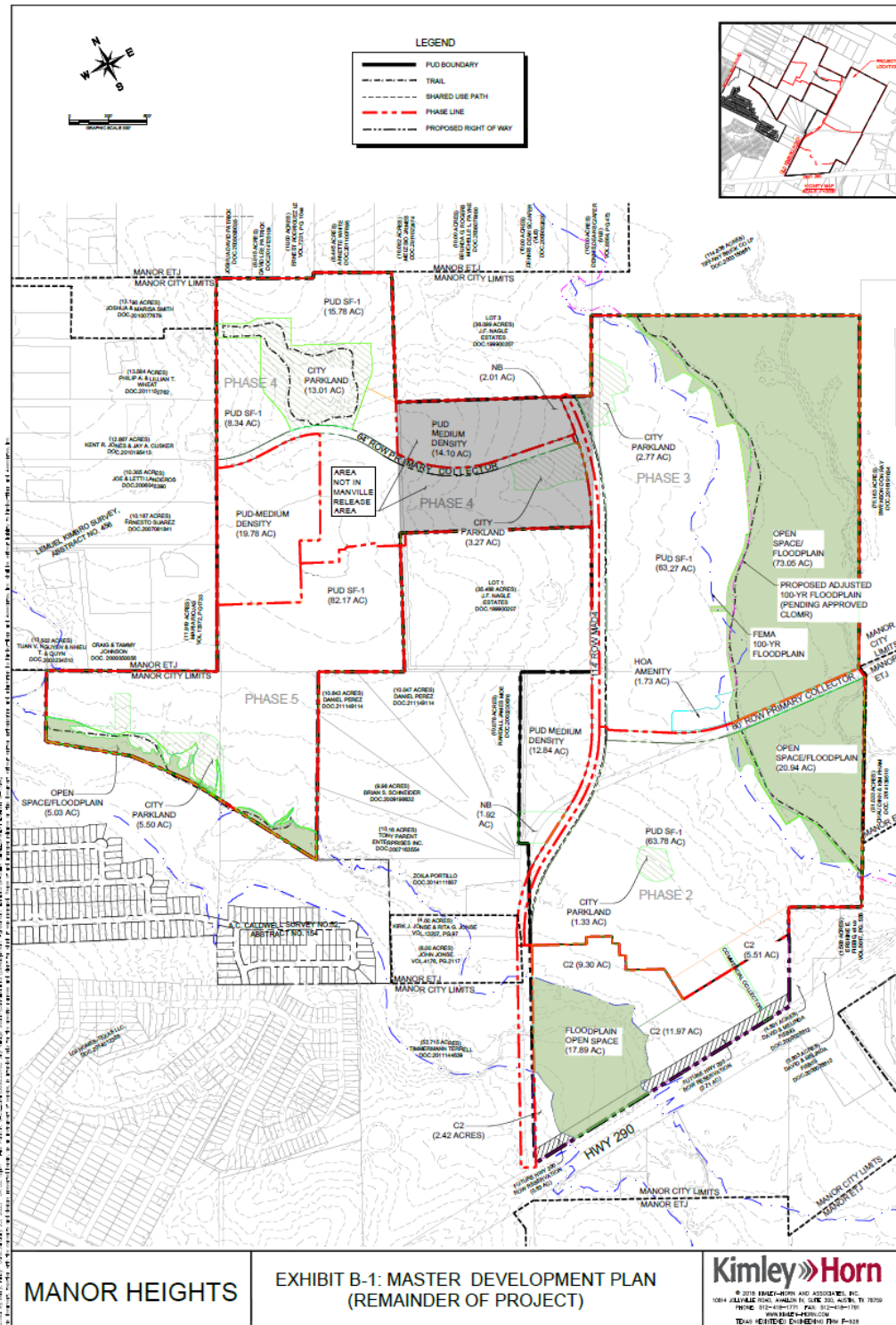


EXHIBIT E

CODE MODIFICATIONS

1. MINIMUM LOT SIZE, HEIGHT AND PLACEMENT REQUIREMENTS

LAND USE	FRONT YARD SETBACK (FT)	SIDE YARD SETBACK (FT)	STREET SIDE SETBACK (FT)	REAR YARD SETBACK (FT)	MINIMUM LOT WIDTH (FEET)	MINIMUM LOT AREA (SQ. FT.)	MINIMUM LOT AREA (SQ. FT.)
RESIDENTIAL	20	5	10	30	6,120	50	50
2-4 SINGLE-FAMILY RESIDENTIAL	10 OR 20*	5	10 OR 20*	30	3,600	30	30
2-4 DUPLEX AND	20	5	10	30	7,200	50	50

*FOR LOTS WITH PROPOSED 10-FOOT FRONT YARD SETBACKS, ALLEYS ARE TO BE PROVIDED ALONG WITH REQUIRED 30 REAR YARD SETBACK TO ACCOMMODATE FOR PARKING REQUIREMENTS. FOR LOTS WITH 10-FOOT FRONT YARD SETBACKS, A 20' FRONT YARD SETBACK MUST BE PROVIDED TO ACCOMMODATE FOR PARKING REQUIREMENTS.

* 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

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%

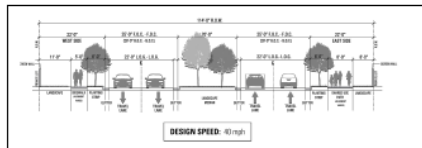
3. LANDSCAPING

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.

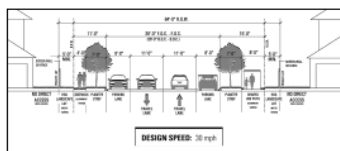
LAND USE	NET LOT AREA
PUD SF-1	SEE NOTE
PUD MEDIUM DENSITY	20%
C-1, C-2, OG, NB	15%
PARKLAND	20%

4. MAXIMUM DENSITY

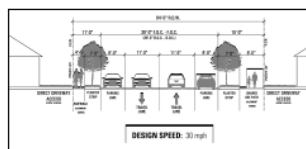
LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	1500 SF (LIVING AREA)	-
PUD MEDIUM DENSITY	1 UNIT/ACRE	9 UNITS PER ACRE
C-2 AND NB	0.2 FAR	1.8 FAR



MAD 4 DESIGN



PRIMARY COLLECTOR
(WITH NO 3F-1 FRONTAGE)



PRIMARY COLLECTOR
(WITH 3F-1 FRONTAGE)



NOTES

- [illegible]

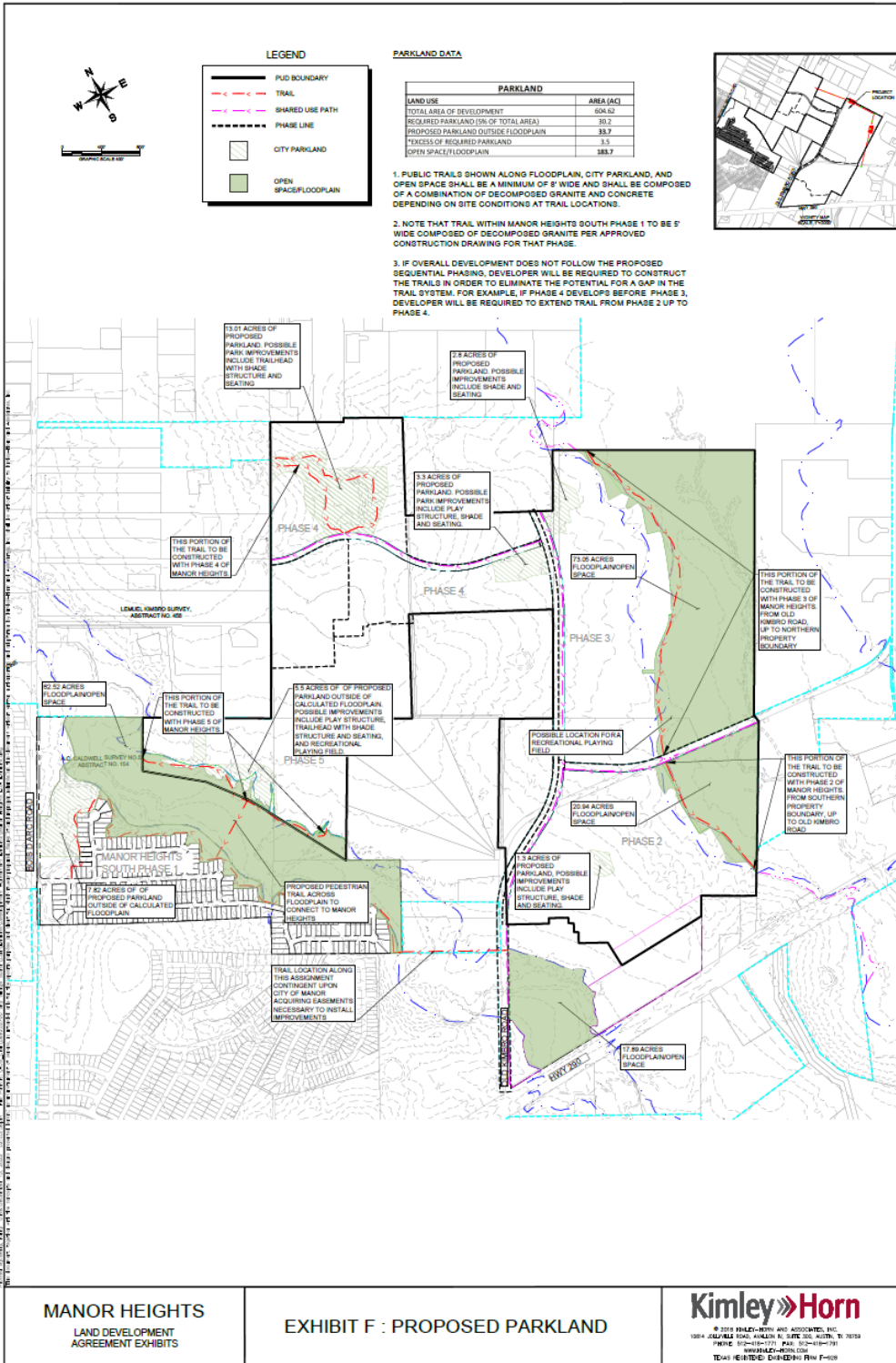
MANOR HEIGHTS
LAND DEVELOPMENT
AGREEMENT EXHIBITS

EXHIBIT E : CODE MODIFICATIONS

Kimley»Horn
 2018 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JELLYVILLE ROAD, AUSTIN, TX 78758
 PHONE: 512-416-1771 FAX: 512-416-1791
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-609

EXHIBIT F

PROPOSED PARKLAND





PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

PLANNING & ZONING COMMISSION:	Recommend Approval	Disapproval	None
	X		

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO 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.

Page 2

PASSED AND APPROVED FIRST READING on this the ____ day of ____ 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

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).

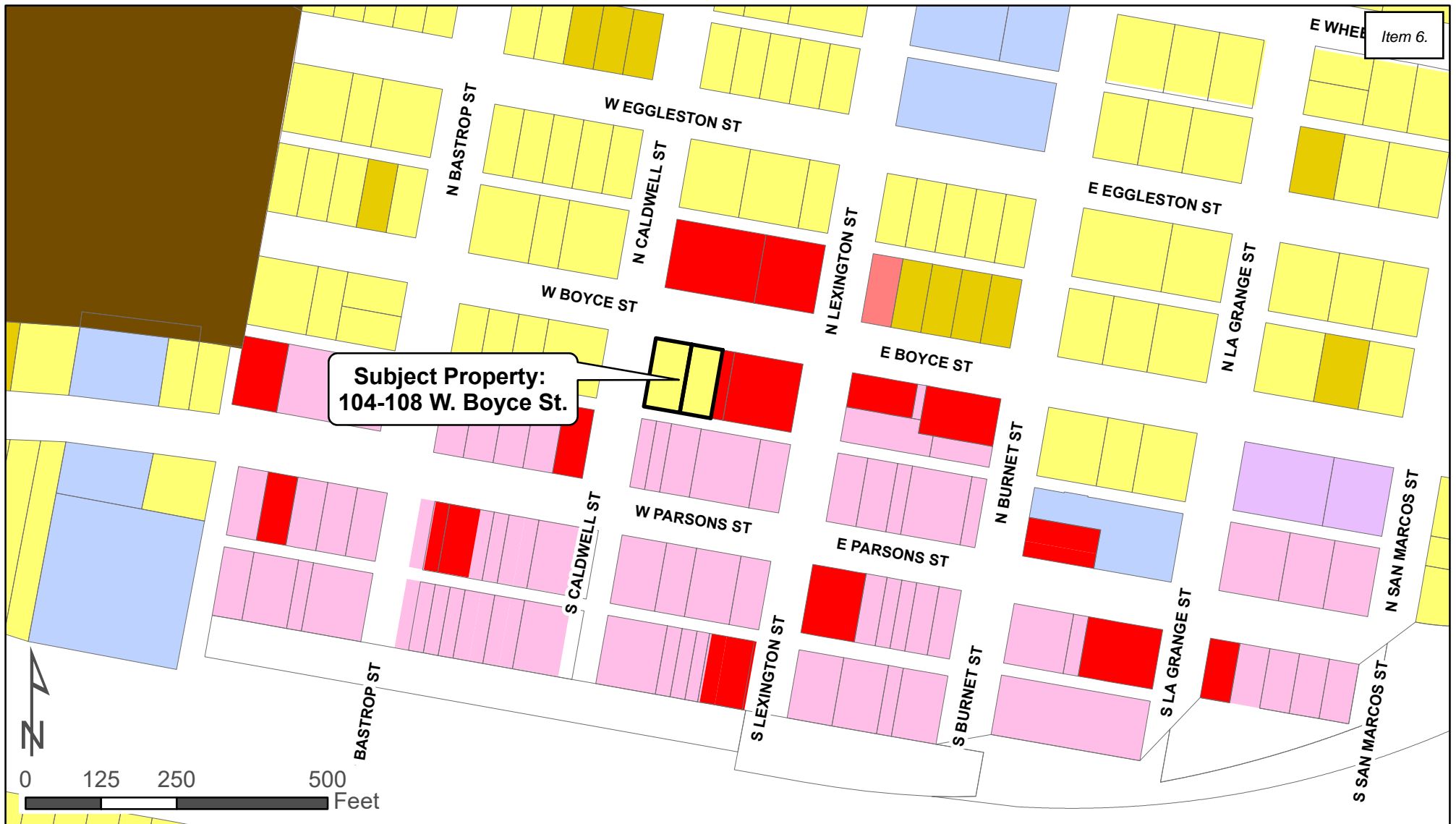
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, 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










Current:
Single Family Suburban (SF-1)

Proposed:
Downtown Business (DB)

Zone

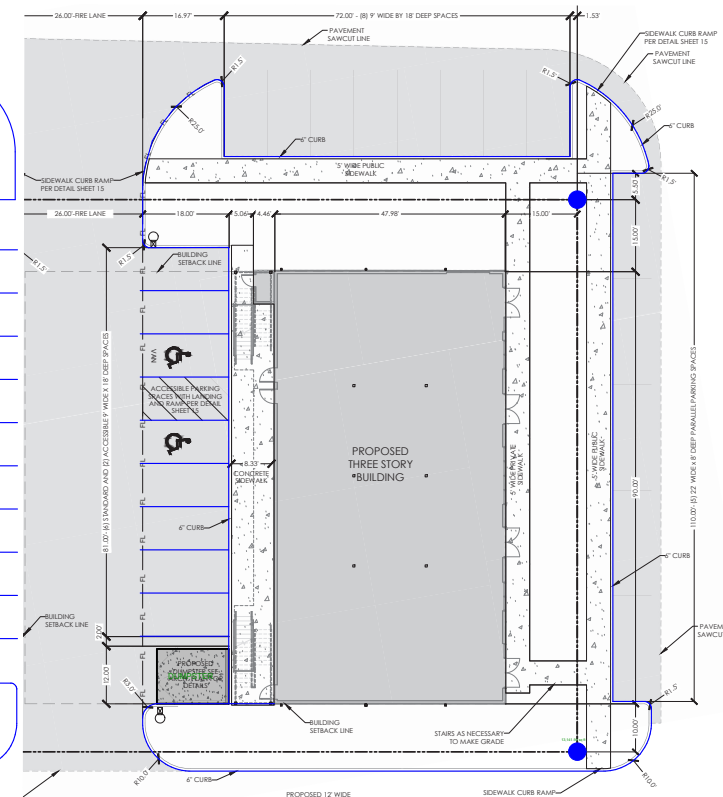
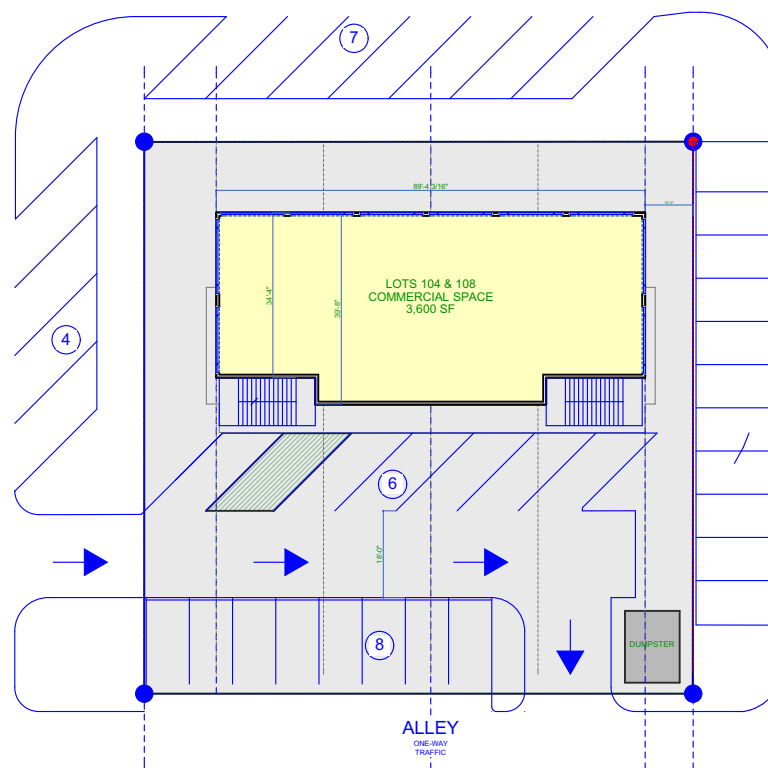
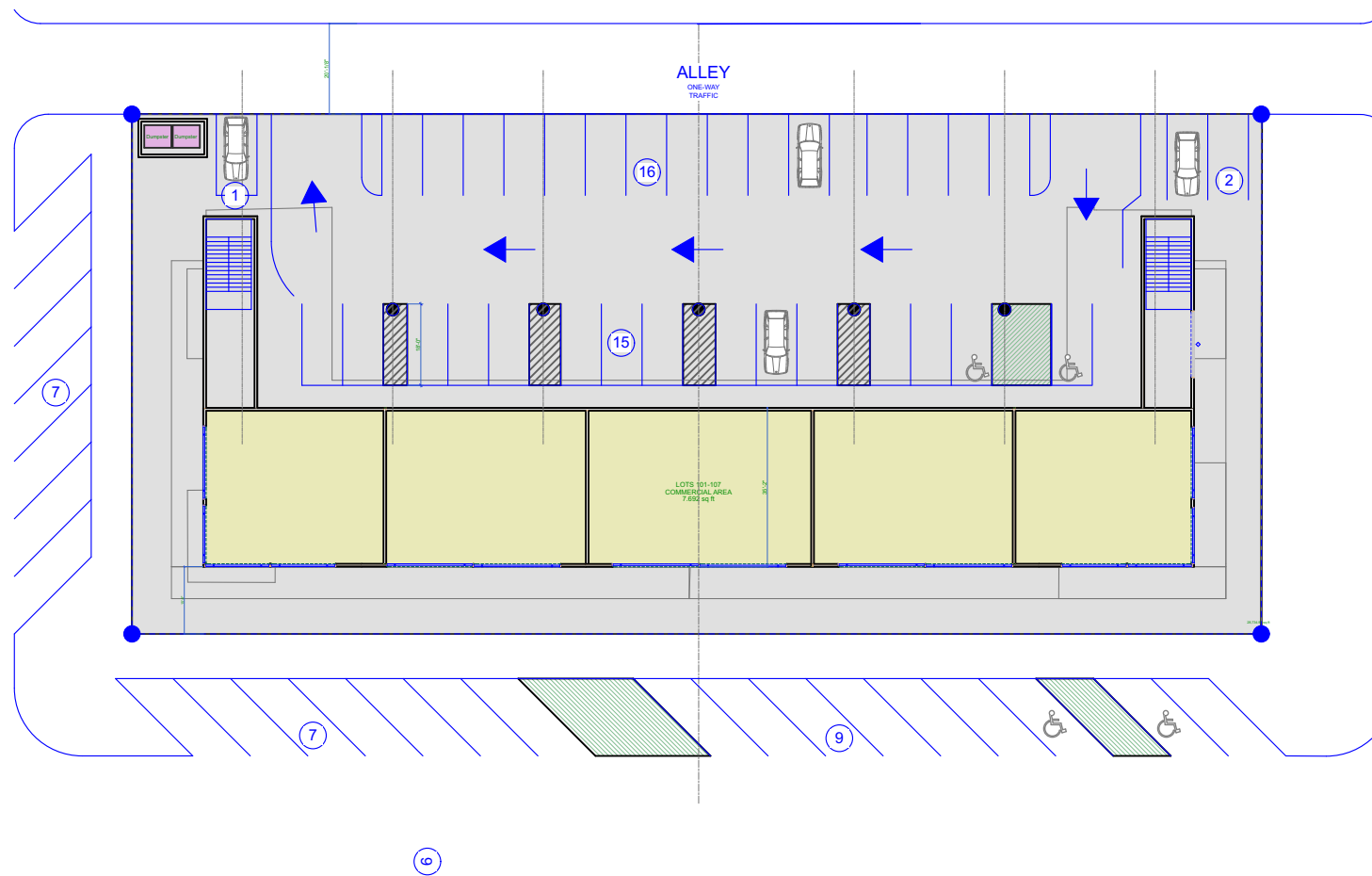
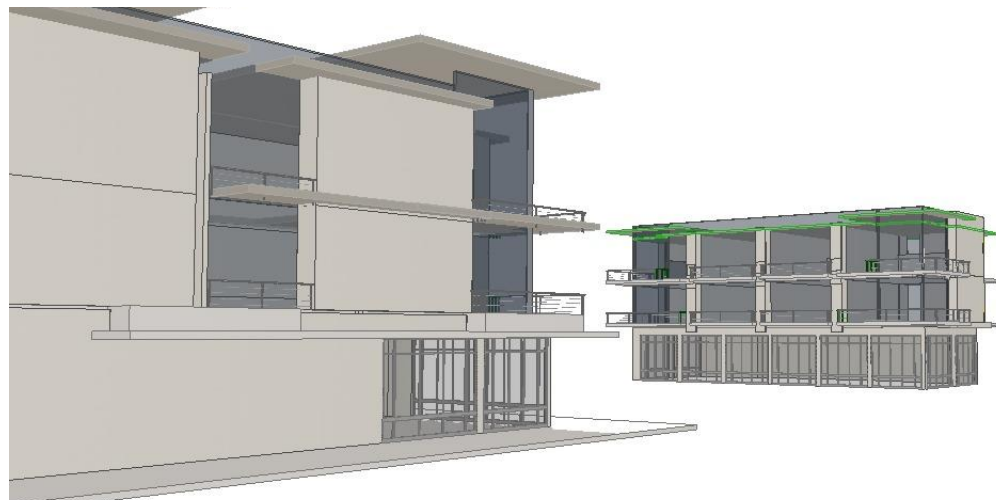
A - Agricultural	GO - General Office
SF-1 - Single Family Suburban	C-1 - Light Commercial
SF-2 - Single Family Standard	C-2 - Medium Commercial
TF - Two Family	C-3 - Heavy Commercial
TH - Townhome	NB - Neighborhood Business
MF-1 - Multi-Family 15	DB - Downtown Business
MF-2 - Multi-Family 25	IN-1 - Light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

Legend

-  104 W Boyce
-  108 W Boyce St
-  Bright Beginnings Learning Center
-  Feature 1
-  Feature 2
-  Olga book
-  Polygon Measure

Item 6.





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:

COPYRIGHT 2015

**FEASIBILITY
ANALYSIS - 1 LOT**

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

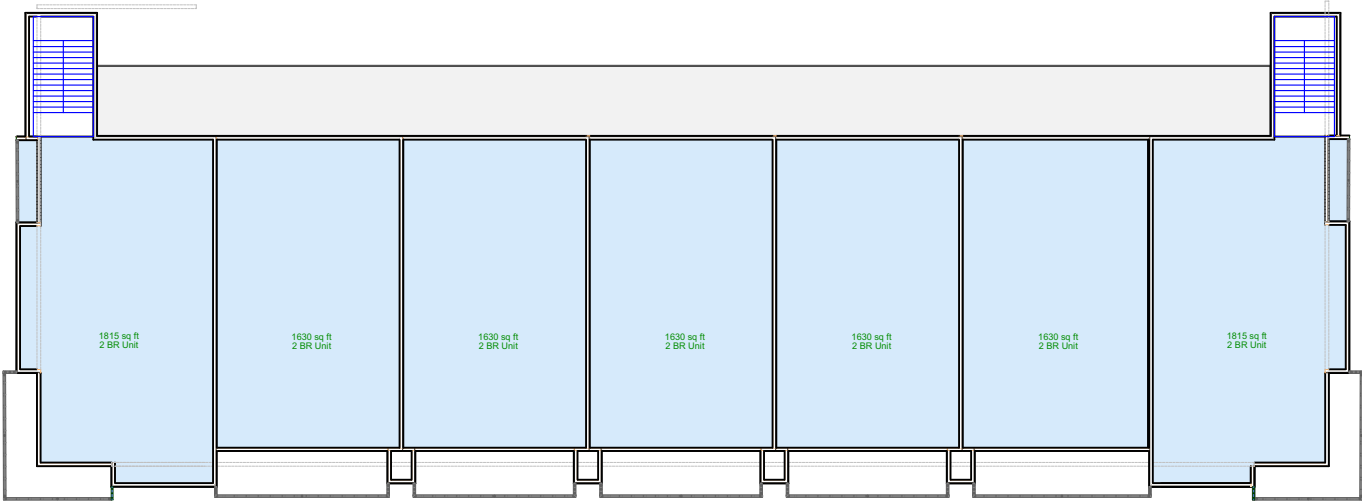
Commercial Space Provided: 7254 sf

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

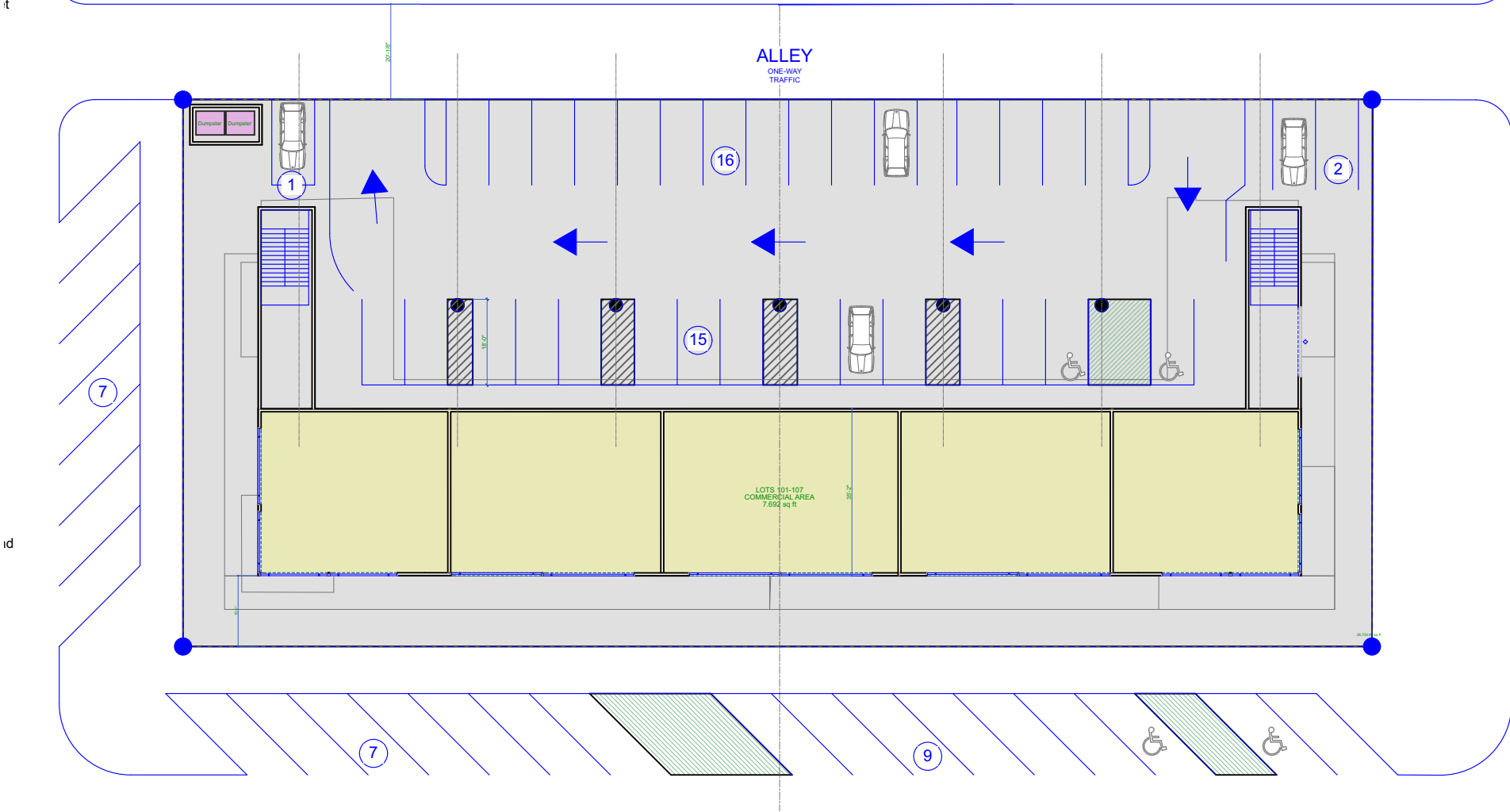
Commercial Parking 1:250
7,692 sf @ 1:250- 31 Spaces Required

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

DRAWN BY:

COPYRIGHT 2015

**SCHEMATIC
DESIGN -1 LOT
PODIUM**

02.1

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

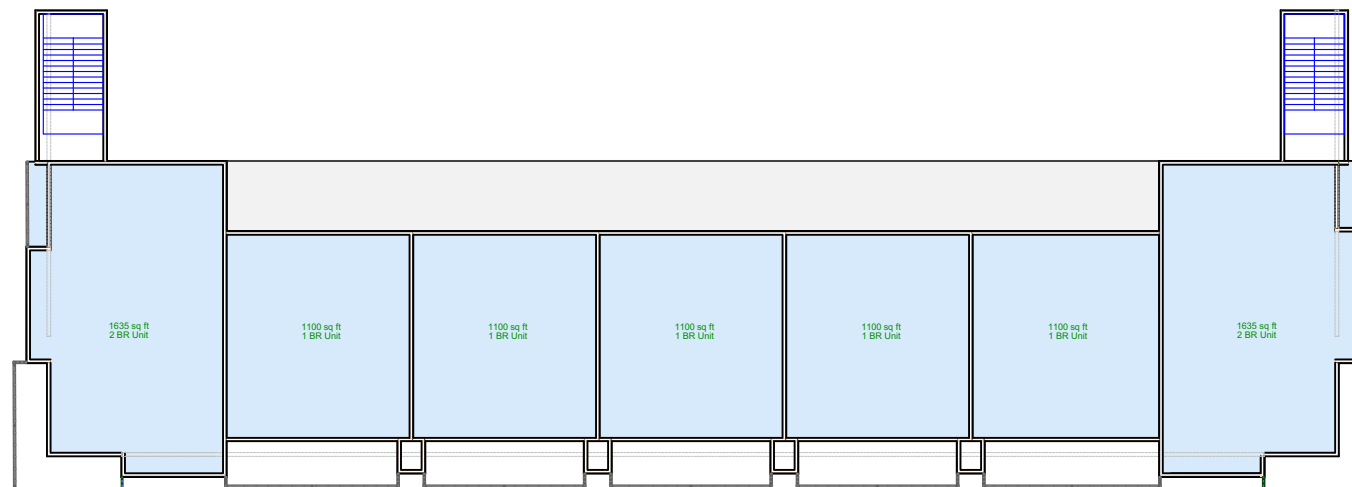
7,692 sf @ 1:250- 31 Spaces Required

TOTAL PARKING SPACES REQUIRED= 54

37 On-Site Parking Spaces Provided

23 Off-Site Street Parking Spaces Provided

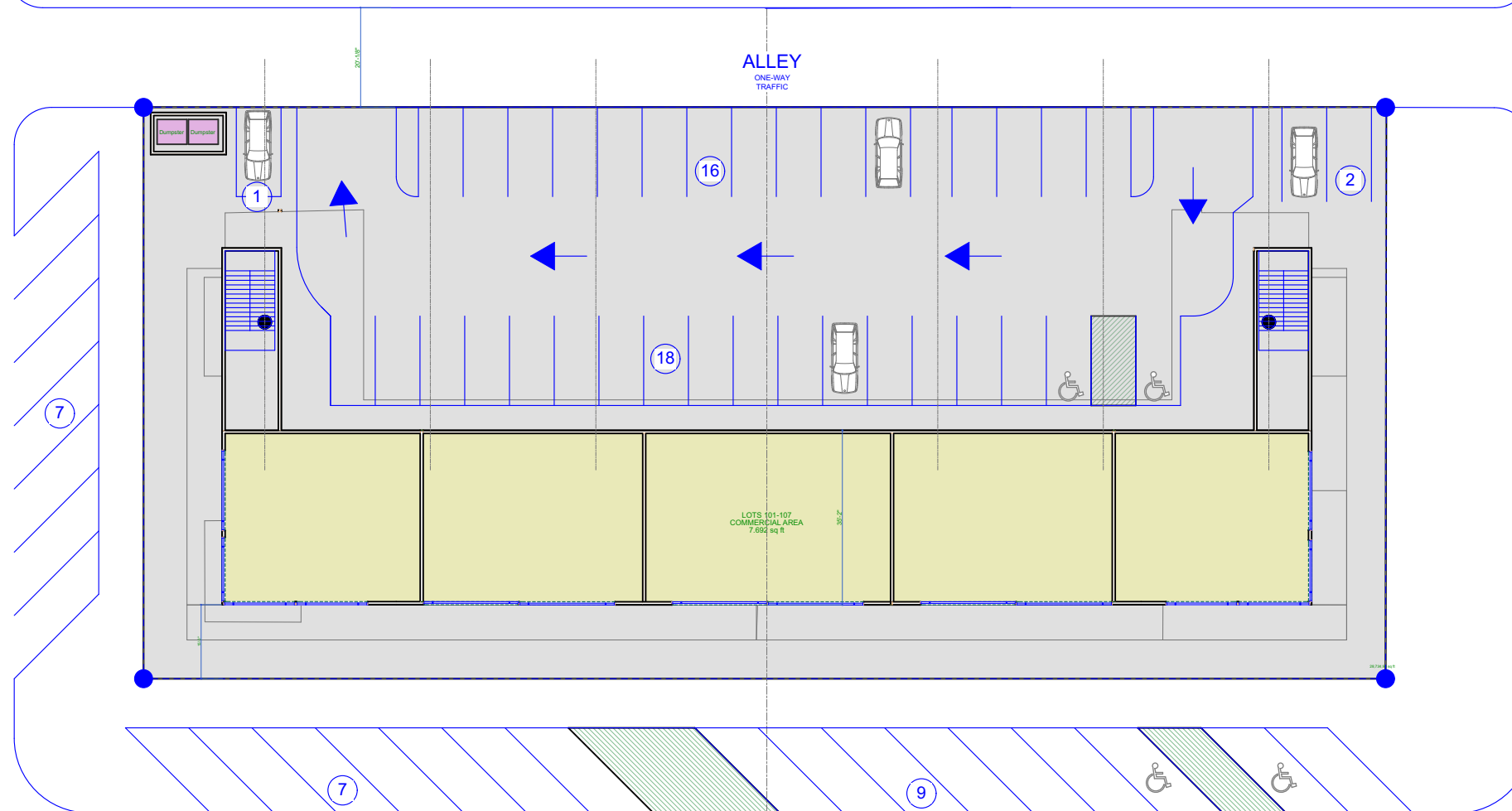
TOTAL SPACES PROVIDED= 60



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

DATE: 8/23/2023

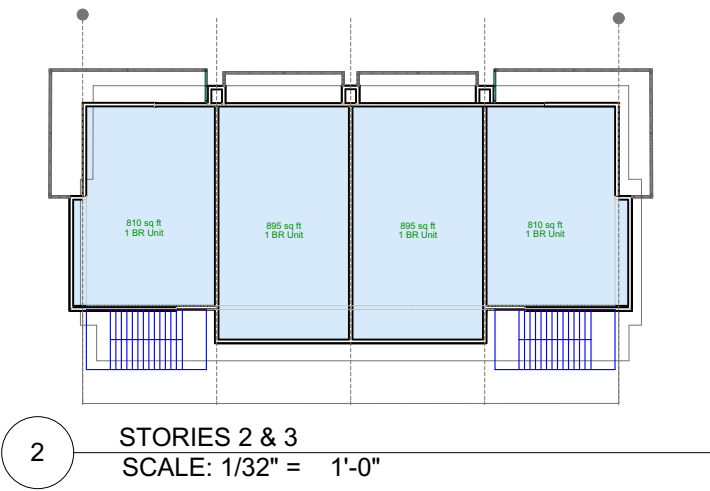
DRAWN BY:

COPYRIGHT 2015

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

02.2

167



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

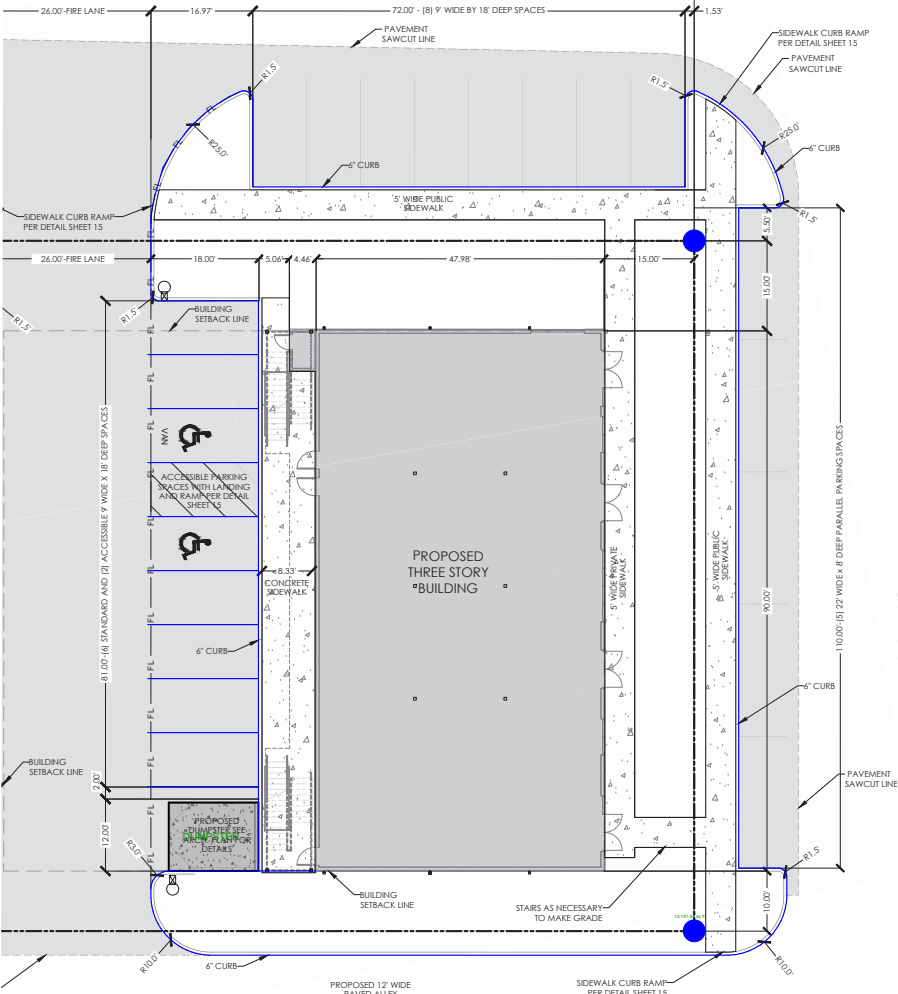
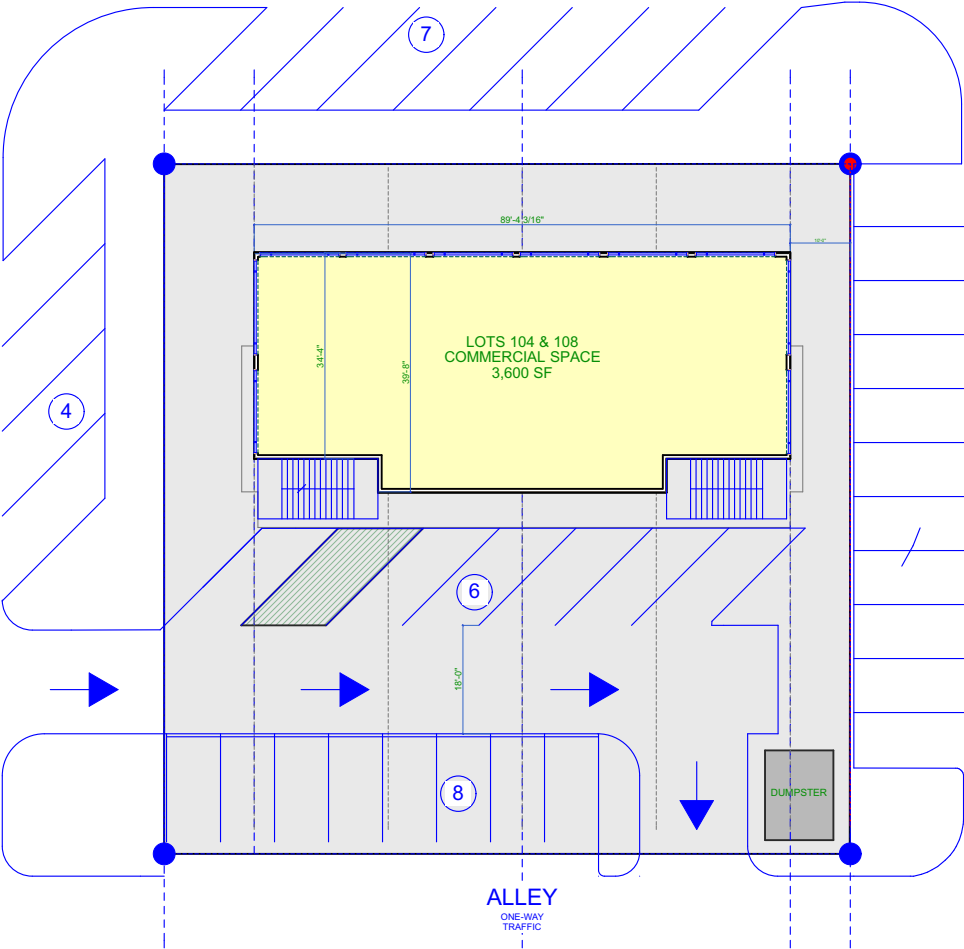
3,600 sf @ 1:250- 14 Spaces Required

TOTAL PARKING SPACES REQUIRED= 26

14 On-Site Parking Spaces Provided

19 Off-Site Street Parking Spaces Provided

TOTAL SPACES PROVIDED= 33



MANOR Mixed Use Development

Lots 101-107
 Lots 104 & 108
 BoyceStreet
 Manor, TX 78653

DATE: 8/23/2023

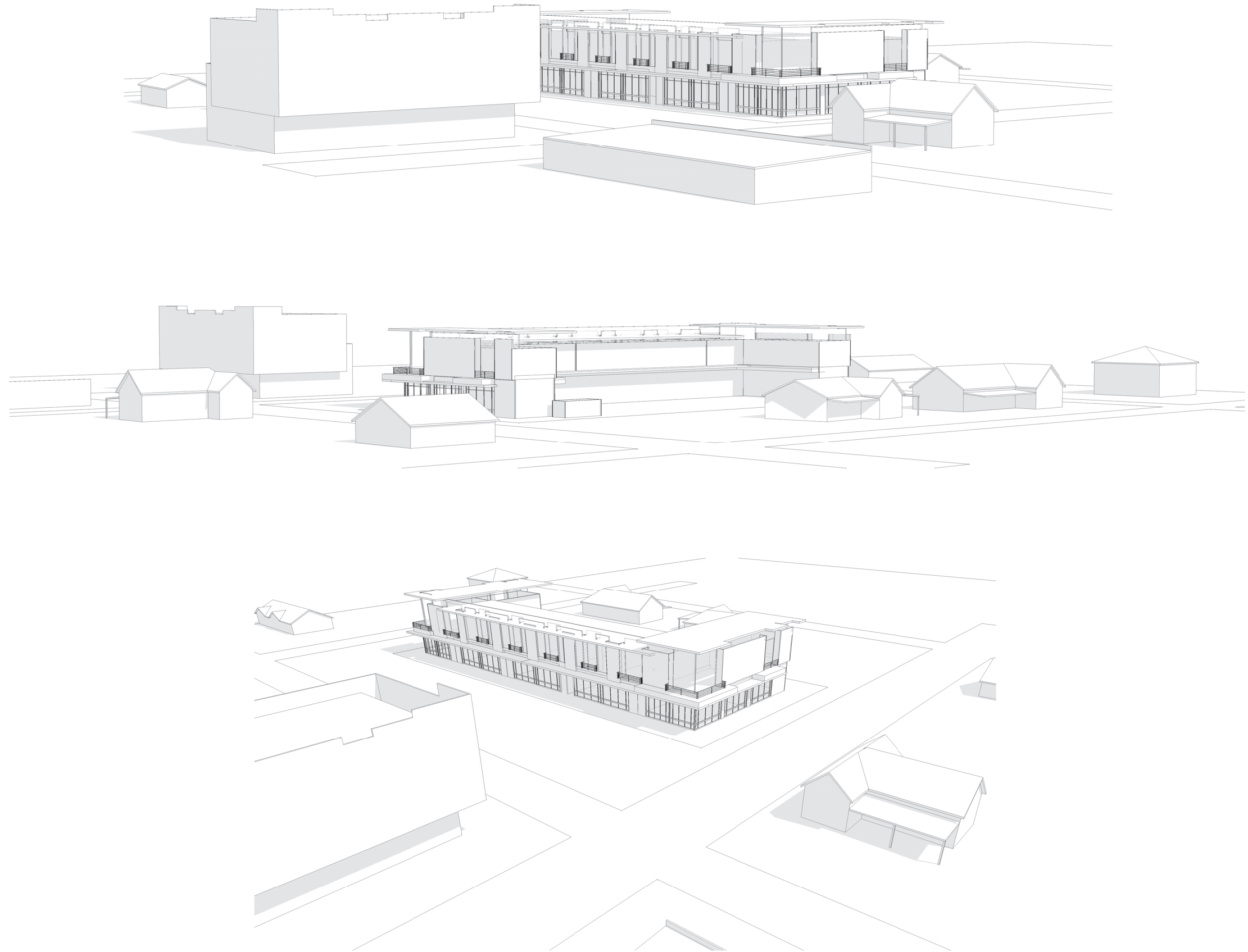
DRAWN BY:

COPYRIGHT 2015

SCHEMATIC
 DESIGN LOTS 104
 108

03.1

168



MANOR
Mixed Use
Development

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

DATE: **8/23/2023**

DRAWN BY:

COPYRIGHT 2015

AERIAL SITE
CONTEXT- 1 LOT



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

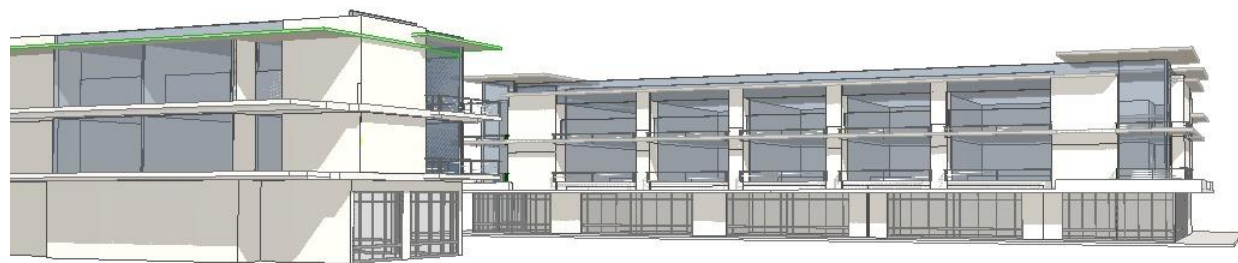
DATE: 8/23/2023

DRAWN BY:

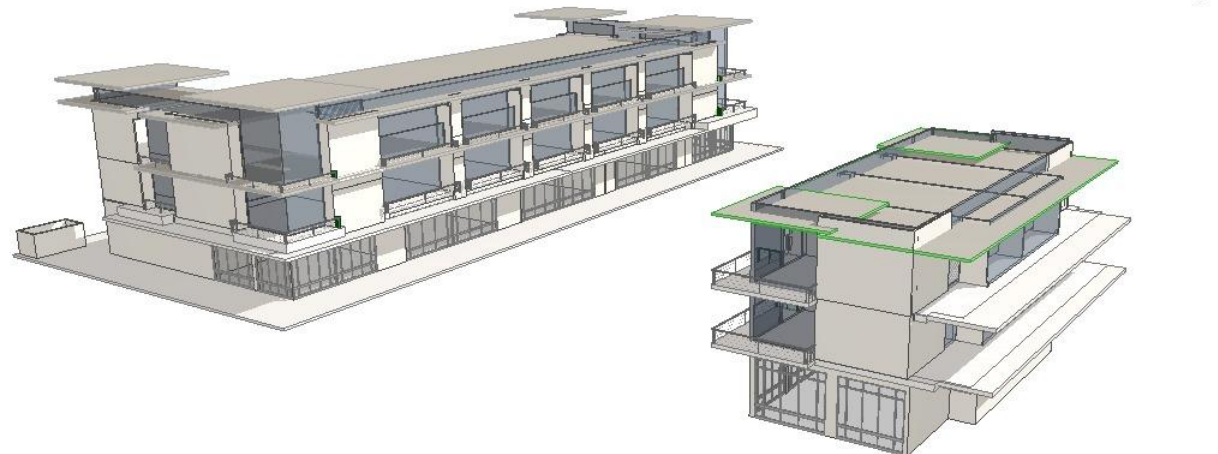
COPYRIGHT 2015

**SCHEMATIC
DESIGN 1 LOT-
PERSPECTIVES**

05.1



1 Perspective
SCALE: 1:106.67



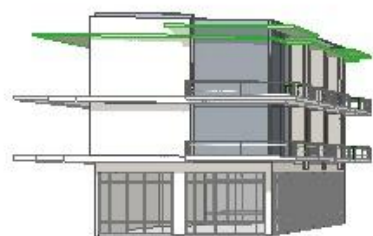
6 Perspective
SCALE: 1:106.67



2 Perspective
SCALE: 1:111.63



5 Perspective
SCALE: 1:106.67



3 Perspective
SCALE: 1:73.85



4 Perspective
SCALE: 1" = 10'



1 STREET RENDERING



ELEMENT 5
ARCHITECTURE

1212 Chicon, Unit 101
Austin, Texas 78702

Item 6.

MANOR Mixed Use Development

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

DATE: 8/23/2023

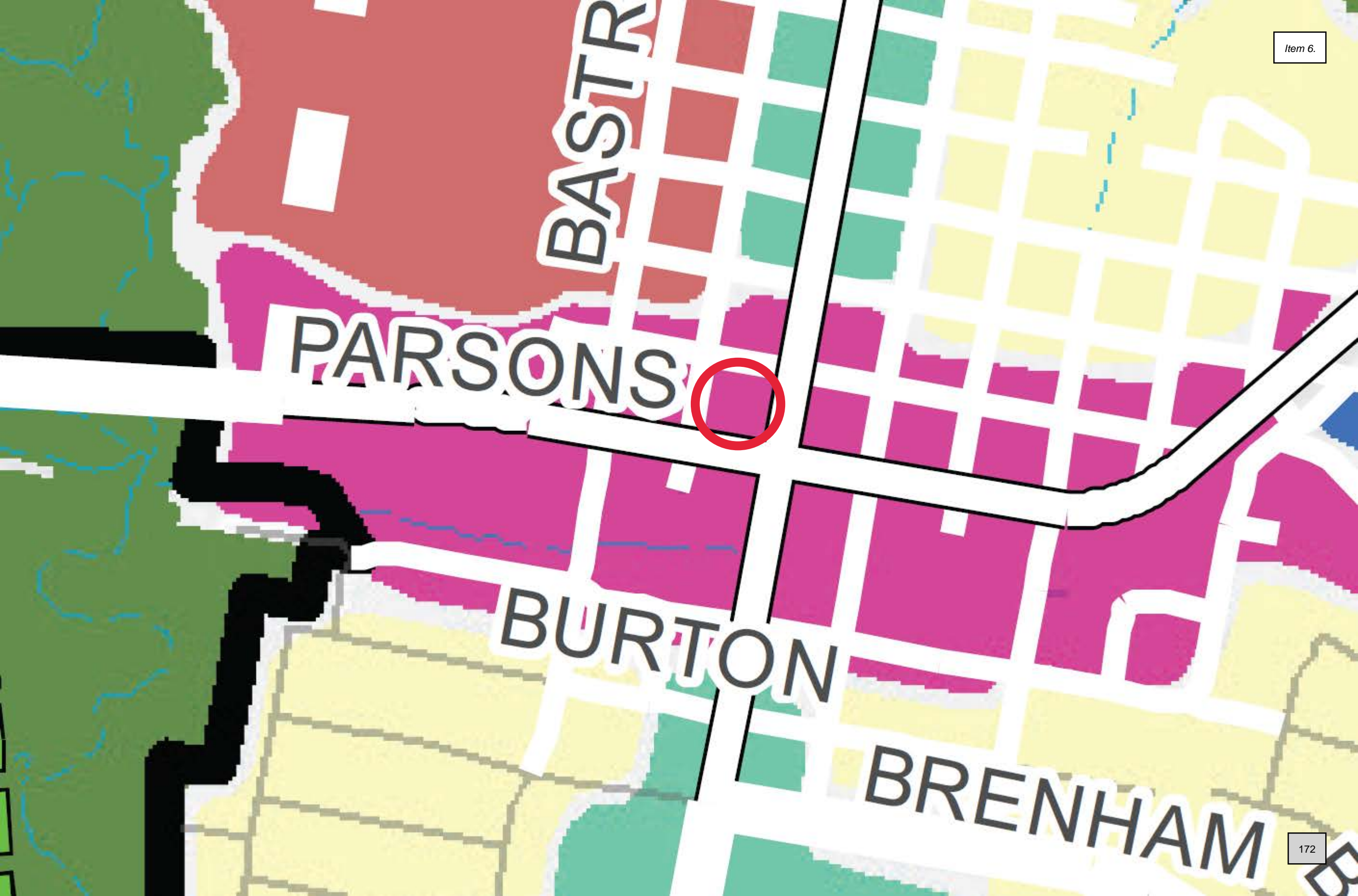
DRAWN BY:

COPYRIGHT 2015

Street Rendering

06.1

171



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.

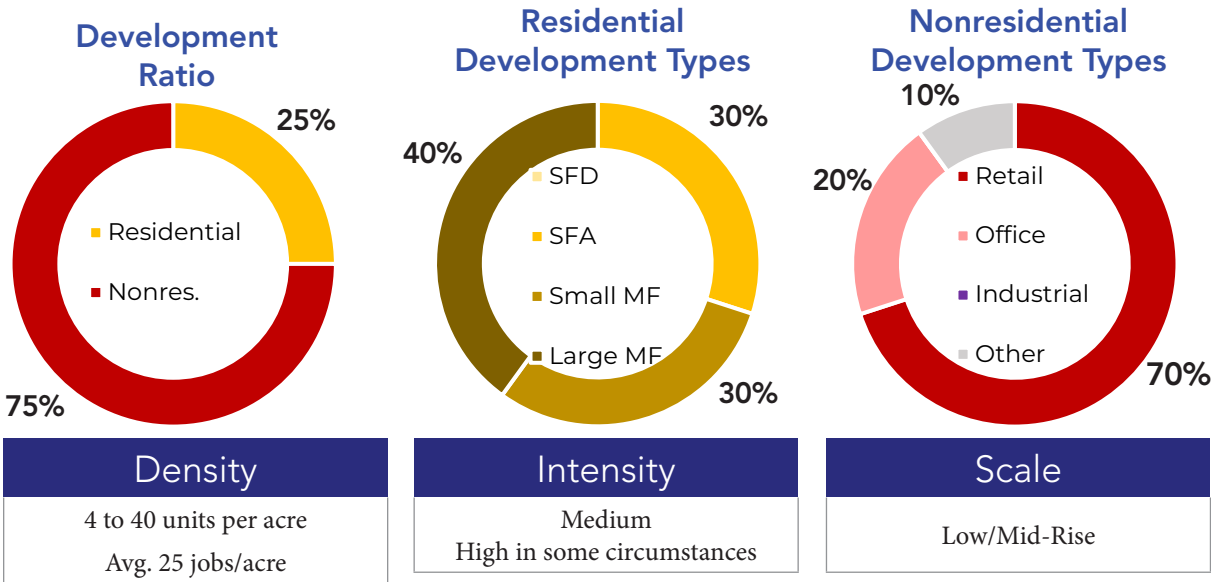
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail 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 De-tached 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, Neighbor-hood 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, Communi-ty Scale	●●●○○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be de-pending on adjacencies to green space or more intensive uses
Shopping Center, Neighbor-hood 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 walk-ability; 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 particu-larly 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 build-ings, 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: September 20, 2023
PREPARED BY: Lluvia T. Almaraz, City Secretary
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

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

- September 6, 2023, City Council Regular Meeting;
- September 11, 2023, City Council Called Special Session; and
- September 15, 2023, City Council Called Special Session

BACKGROUND/SUMMARY:

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- September 6, 2023, City Council Regular Meeting;
- September 11, 2023, City Council Called Special Session; and
- September 15, 2023, City Council Called Special Session

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the City Council Minutes of the minutes as presented.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
SEPTEMBER 6, 2023**

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

PRESENT:

Dr. Christopher Harvey, Mayor (Absent)

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Lydia Collins, Finance Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Pauline Gray, P.E., City Engineer
Veronica Rivera, Assistant City Attorney
Chasem Creed, IT Technician

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Pro Tem Emily Hill at 7:02 p.m. on Wednesday, September 6, 2023, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Pro Tem Hill asked for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hill led the Pledge of Allegiance.

PROCLAMATION

A. Declaring Monday, September 11, 2023, as “*National Day of Service and Remembrance (9/11 Day)*”

Mayor Pro Tem Hill read and presented the proclamation to the Manor Police Department.

B. Declaring Tuesday, September 19, 2023, as “*National Voter Registration Day*”

Mayor Pro Tem Hill read and presented the proclamation to City Manager Scott Moore.

C. Declaring September 15 – October 15, 2023, as “*Hispanic Heritage Month*”

Mayor Pro Tem Hill read and presented the proclamation to Manor City Council.

PUBLIC COMMENTS

Ruth Taylor Biscoe submitted a speaker card and spoke regarding the Art Park. She is requesting amenities to be added to the Art Park for the senior community.

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the process for Public Hearings, the historic district area, Council Terms and Compensation.

No one else appeared at this time.

REPORTS

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

A. Pavement Inventory and Management Report FY2022

Nikki Conley, P.E., City Engineer with George Butler Associates, Inc. (GBA) presented the attached PowerPoint presentation.

The topic of discussion:

- Pavement Condition Rating Examples
- FY2022 Pavement Network Inventory
- FY2022 Preservation Scenarios
- FY2023 Recommendations
- Implementation Plan

PUBLIC HEARING

- 1. Conduct a public hearing on an ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.**

The city staff recommended that the City Council open the Public Hearing and postpone until the October 18, 2023, Regular Council Meeting.

Mayor Pro Tem Hill opened the Public Hearing.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to open the Public Hearing and postpone until the October 18, 2023, Regular City Council meeting.

There was no further discussion.

Motion to postpone carried 6-0

- 2. Conduct a public hearing on the FY 2023-2024 Proposed Annual Budget of the City of Manor, Texas.**

The city staff recommended that the City Council conduct the public hearing.

Mayor Pro Tem Hill opened the Public Hearing.

Director of Finance Collins discussed the attached PowerPoint Presentation.

The topic of discussion:

- FY2023-2024 Annual Budget Highlights
- 2021 Certificates of Obligation/Capital Improvement Program
- General Fund Expenditures
- Staffing/Employee Compensation
- Department's Highlights
- Utility Fund Revenue
- Debt Service Fund Summary
- Special Reserve H.O.T. and T.I.R.Z. Funds

- Special Reserve Impact Fund
- City Sponsored Events

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the proposed annual budget.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to close the public hearing.

There was no further discussion.

Motion to close carried 6-0

CONSENT AGENDA

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

- August 16, 2023, City Council Regular Meeting; and
- August 28, 2023, City Council Called Special Session

4. Consideration, discussion, and possible action on a 1.019 acre Drainage Easement for Transpak Manor Facility, LLC.

5. Consideration, discussion, and possible action on a Sidewalk Escrow Agreement with Transpak Manor Facility, LLC.

6. Second and Final Reading: Consideration, discussion, and possible action on a Specific Use Permit for a Medical Clinic located at the southwest corner of US Hwy 290 and Gregg Manor Road, Manor, TX.

7. Second and Final Reading: Consideration, discussion, and possible action on an ordinance rezoning (1) lot on .132 acres, more or less, and being located at 209 N. Lexington Street, Manor, TX from Single Family Suburban (SF-1) to Neighborhood Business (NB).

Ordinance No. 717: 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 Neighborhood Business (NB); Making Findings of Fact; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Wallace, to accept and approve the Consent Agenda as read.

There was no further discussion.

Motion to approve carried 5-1 (Council Member Deja Hill voted against)

REGULAR AGENDA

8. Reconsideration of the vote on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

The city staff recommended that the City Council vote to approve the reconsideration of Ordinance No. 716 for the FY2023-2024 Property Tax Rate by the following motion: *"I move to reconsider Ordinance Number 716, an Ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024."*

Director of Finance Collins discussed the reconsideration of Ordinance No. 716 for the FY2023-2024 Property Tax Rate.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to reconsider Ordinance Number 716, an Ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

There was no further discussion.

Motion to approve carried 6-0

9. Consideration, discussion, and possible action on setting a public hearing for the FY 2023-2024 Proposed Property Tax Rate of the City of Manor.

The city staff recommended that the City Council set the Public Hearing on September 20, 2023, at 7:00 p.m. for the FY 2023-2024 Proposed Property Tax Rate.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to set the Public Hearing on September 20, 2023, at 7:00 p.m. for the FY 2023-2024 Proposed Property Tax Rate.

There was no further discussion.

Motion to approve carried 6-0

10. Consideration, discussion, and possible action regarding compensation and benefits for City Council Members.

The city staff recommended that the City Council establish an AdHoc Committee to evaluate compensation and benefits for City Council Members.

HR Director Vasquez discussed the proposed AdHoc Committee to evaluate compensation and benefits for City Council Members.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Moreno, to establish an AdHoc Committee to evaluate compensation and benefits for City Council Members.

Mayor Pro Tem Emily Hill requested for each Council Member to provide two (2) City of Manor citizen's names to the City Secretary to be considered for the committee by September 11, 2023.

There was no further discussion.

Motion to approve carried 6-0

11. Consideration, discussion, and possible action on amending the on-call service contract for consulting services with Raftelis.

The city staff recommended that the City Council approve the amendment to the on-call service contract for consulting services with Raftelis.

Director of Finance Collins discussed the proposed amendment contract.

City Manager Moore discussed the evaluation that was conducted for consulting services with Raftelis.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve the amendment to the on-call service contract for consulting services with Raftelis.

There was no further discussion.

Motion to approve carried 6-0

12. Consideration, discussion, and possible action on city-owned equipment and fleet to be auctioned and/or disposed of.

The city staff recommended that the City Council approve the city-owned equipment and fleet to be auctioned and/or disposed of.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the city-owned equipment and fleet to be auctioned and/or disposed of.

Council Member Deja Hill asked if vehicles could be donated instead of being auctioned off.

HR Director Vasquez clarified that city vehicles could not be donated and needed to follow the same disposal procedures as city equipment.

There was no further discussion.

Motion to approve carried 6-0

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

The city staff recommended that the City Council approve Change Order No. 1 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$130,181.97.

Tyler Shows, E.I.T., City Engineer discussed the proposed change order request.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Weir, to approve Change Order No. 1 to the construction contract for the Bell Farms and Presidential Glenn Lift Station Expansion project with JM Pipeline in the amount of \$130,181.97.

A discussion was held regarding the clarification of the cancellation cost for Cummins Generator at Bell Farms.

There was no further discussion.

Motion to approve carried 6-0

14. First Reading: Consideration, discussion, and possible action on the first reading of an Ordinance amending the Shadowglen Planned Unit Development (PUD) and being located at the intersections of Lexington Street and US Hwy 290 as well as Shadowglen Boulevard and US Hwy 290, Manor, TX.

Applicant: Marcus Equity; Owner: Cottonwood Holdings Limited, LLC

The city staff recommended that the City Council postpone the first reading of the ordinance to the October 18, 2023, Regular Council Meeting.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Amezcua, to postpone the first reading of the ordinance to the October 18, 2023, Regular Council Meeting.

There was no further discussion.

Motion to postpone carried 6-0

15. Consideration, discussion, and possible action on the Third Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

The city staff recommended that the City Council approve the Third Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

Development Services Director Dunlop discussed the proposed amendment request.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Wallace, to approve the Third Amendment to the Development Agreement Under Section 43.035, Texas Local Government Code with Jefferson Triangle Marine, LP.

There was no further discussion.

Motion to approve carried 6-0

16. Consideration, discussion, and possible action on a Development Agreement establishing development standards for the St. Joseph Catholic Church Development.

The city staff recommended that the City Council approve a Development Agreement establishing development standards for the St. Joseph Catholic Church Development.

Development Services Director Dunlop discussed the proposed development agreement.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Weir, to approve a Development Agreement establishing development standards for the St. Joseph Catholic Church Development.

A discussion was held regarding the clarification of the extension to the terms of the agreement.

A discussion was held regarding the process of following up with the agreement.

There was no further discussion.

Motion to approve carried 6-0

17. Consideration, discussion, and possible action to grant members of the Manor Arts Council to restore portions of the Manor Art Park picket fence.

The city staff recommended that the City Council approve and authorize the Public Works Parks Division to coordinate with the Manor Arts Council to restore and refurbish the Manor Art Park picket fence.

Public Works Director Woodard discussed the proposed request from the Manor Arts Council.

MOTION: Upon a motion made by Council Member Wallace and seconded by Council Member Amezcua, to approve and authorize the Public Works Parks Division to coordinate with the Manor Arts Council to restore and refurbish the Manor Art Park picket fence.

A discussion was held regarding the clarification of the cost.

Tom Bolt, Chair of the Manor Arts Council discussed the proposed project and volunteer opportunity to restore the picket fence.

There was no further discussion.

Motion to approve carried 6-0

Mayor Pro Tem Hill adjourned the regular session of the Manor City Council into Executive Session at 8:58 p.m. on Wednesday, September 6, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.071 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding 707 N. Bastrop Street Short Form Final Plat; Section 551.071 and Section 551.087, Texas Government Code to deliberate on the acquisition 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 EntradaGlen PID* at 8:58 p.m. on Wednesday, September 6, 2023.

The Executive Session was adjourned at 9:31 p.m. on Wednesday, September 6, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 9:31 p.m. on Wednesday, September 6, 2023.

18. Reconsideration of the vote on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX with variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback, and a depth-to-width ratio of 6.25:1. Applicant: SAVVY ATX REALTY LLC; Owner: Wenkai Chen

The city staff recommended that the City Council vote to approve the reconsideration of the Short Form Final Plat for One (1) lot on .23 acres, more or less, and being located at 707 Bastrop St., Manor, TX with variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback, and a depth-to-width ratio of 6.25:1.

MOTION: Upon a motion made by Council Member Amezcua and seconded by Council Member Moreno, to approve the reconsideration of the Short Form Final Plat for One (1) lot on .23 acres, more or less, and being located at 707 Bastrop St., Manor, TX with variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback, and a depth-to-width ratio of 6.25:1.

There was no further discussion.

Motion to approve carried 6-0

19. Reconsideration, discussion, and possible action on a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX with variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback, and a depth-to-width ratio of 6.25:1. Applicant: SAVVY ATX REALTY LLC; Owner: Wenkai Chen

The city staff recommended that the City Council approve a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX with variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback, and a depth-to-width ratio of 6.25:1.

Development Services Director Dunlop stated that the owner of the property, Ms. Wenkai Chen was present and was available to answer any questions posed by the City Council.

Ms. Chen presented a new rendering of the development.

MOTION: Upon a motion made by Council Member Moreno and seconded by Council Member Weir, to approve a Short Form Final Plat for one (1) lot on .23 acres, more or less, and being located at 707 Bastrop St, Manor, TX with variances to allow for 40 ft lot width, 20 ft front setback, 5 ft side setbacks, and 10 ft rear setback, and a depth-to-width ratio of 6.25:1.

There was no further discussion.

Motion to approve carried 6-0

ADJOURNMENT

The Regular Session of the Manor City Council was Adjourned at 9:39 p.m. on Wednesday, September 6, 2023.

These minutes were approved by the Manor City Council on the 20th day of September 2023.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

Pavement Inventory and Management Report

Update for Fiscal Year 2022
Manor, Texas

GBA



Project Summary

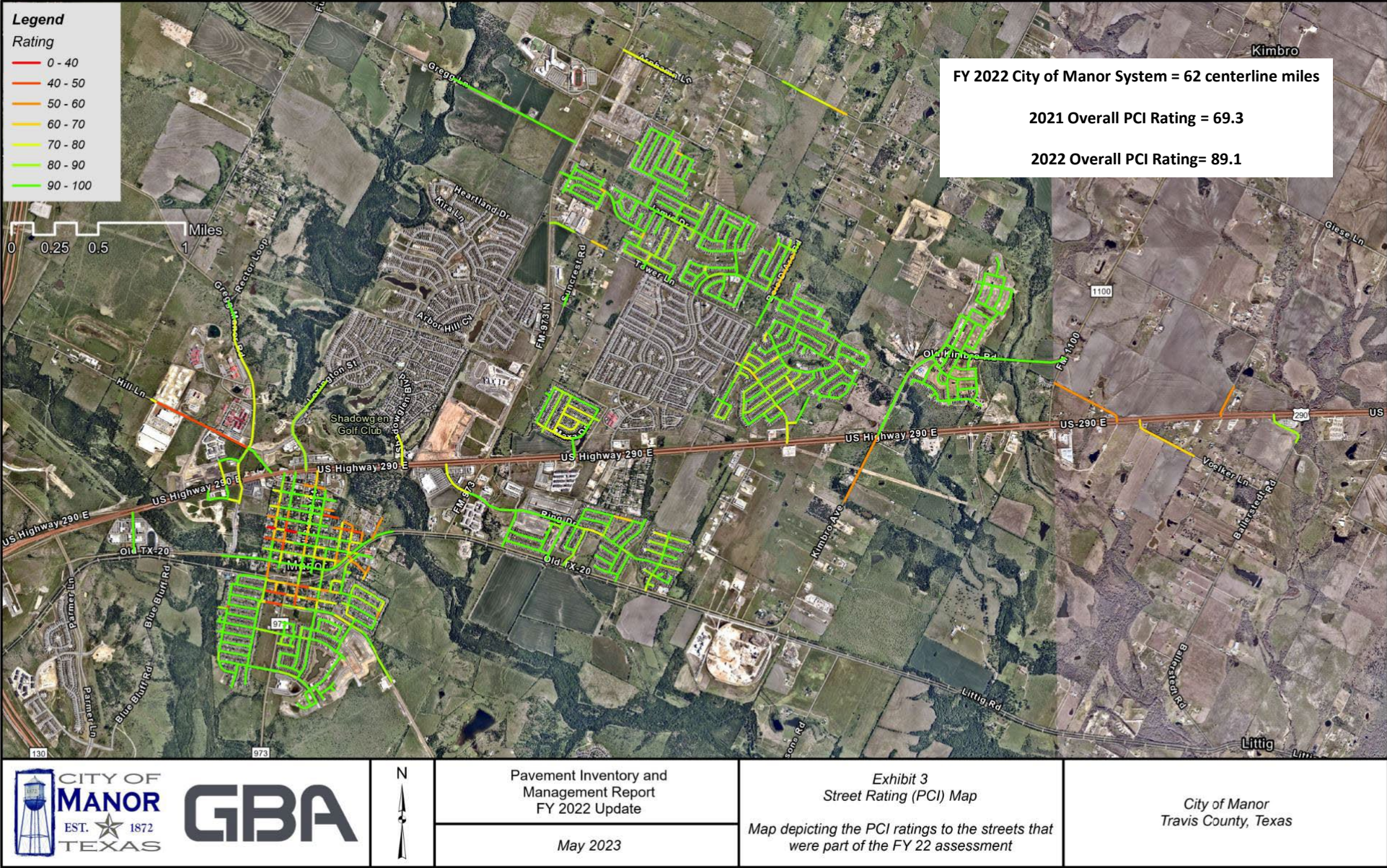
The annual video collection for pavement condition ratings were performed in December 2022.

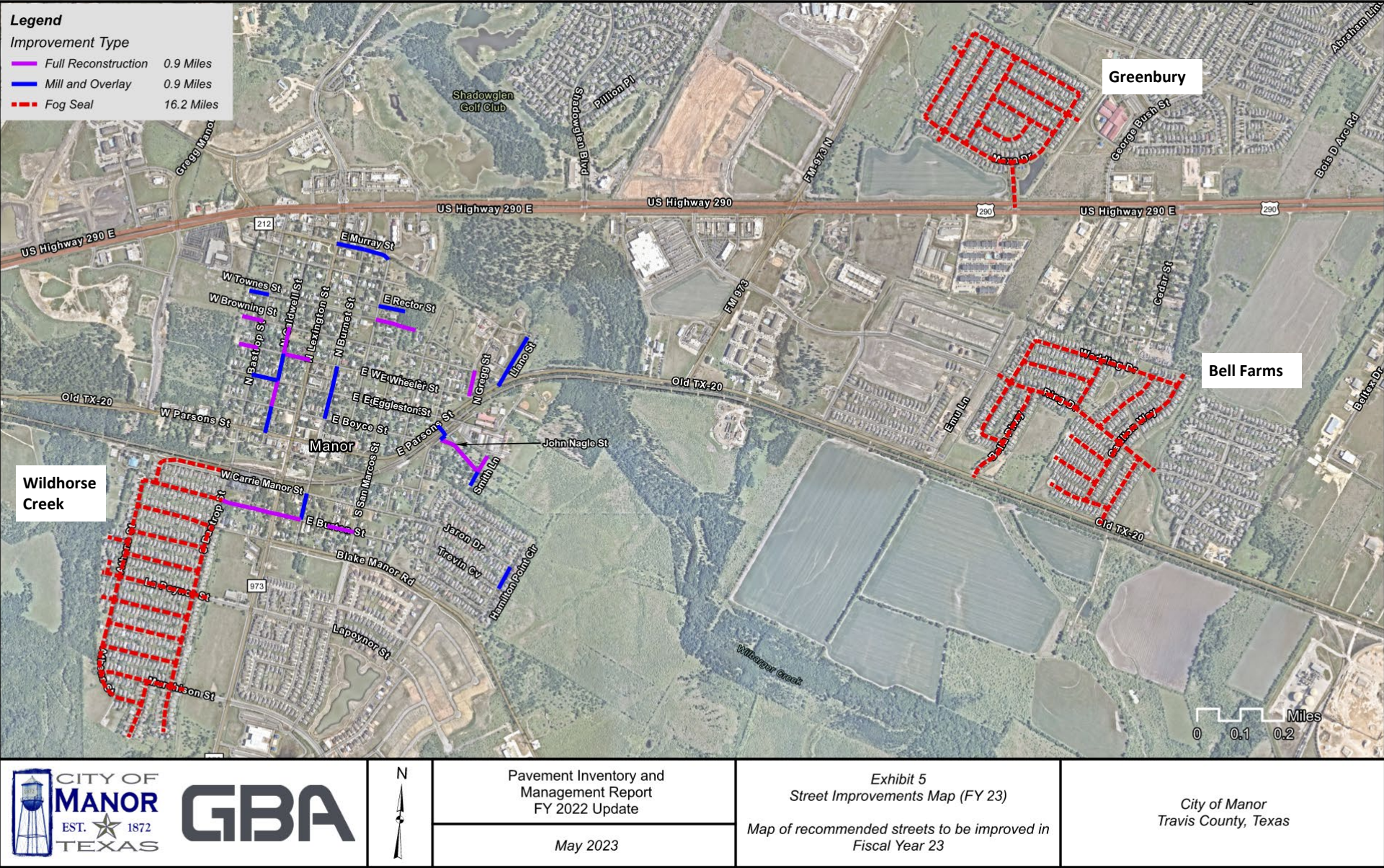
Recommendations:

- 15 Street segments for Mill & Overlay
- 14 Street segments for Reconstruction
- Recommendations for each street segment are not linear from 2021 report recommendations.
- Recommendations for FY 2023 do not include streets or segments the City has set aside for future separate projects.

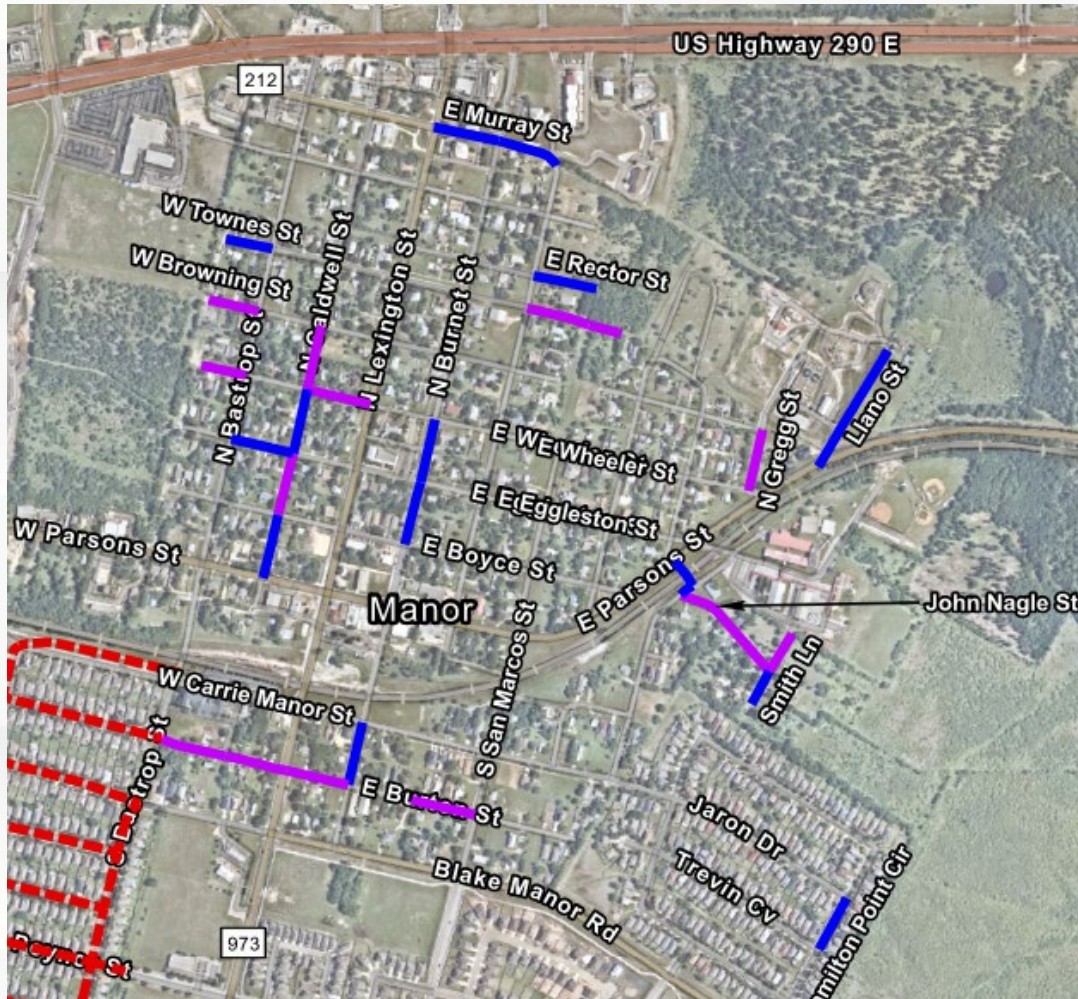
Fiscal Year 2023 Budget

- \$2,300,000 (combined City & Cap Metro)



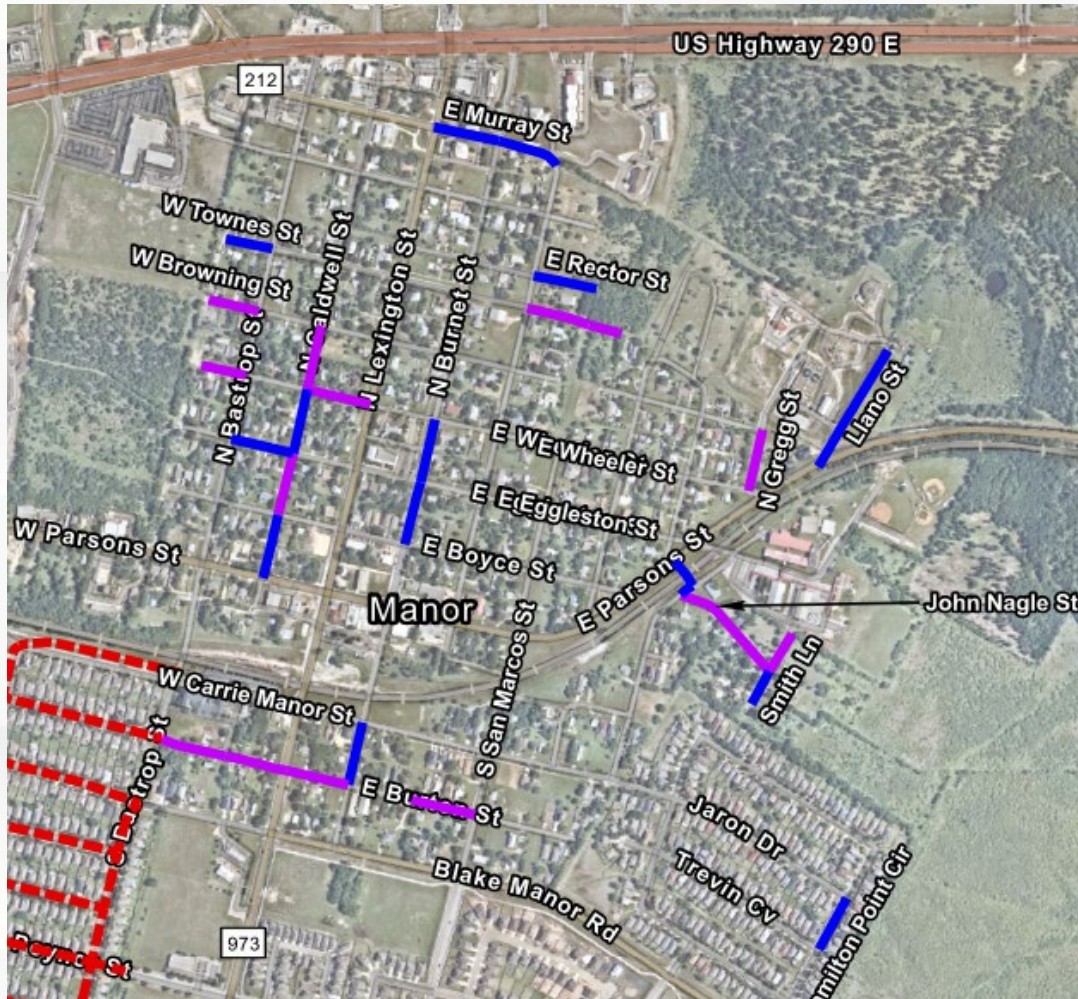


Mill and Overlay Projects (FY 23)



	Roadway	From	To	Length (FT)	2022 PCI Rating
1	CALDWELL	E Wheeler	E Eggleston	333	51.3
2	CALDWELL	E Boyce	E Parsons	334	71.9
3	HAMILTON POINT	Jaron	Trevin Cove	299	52.4
4	RECTOR	N La Grange	Dead End	330	52.9
5	BURNET	E Carrie Manor	E Burton	328	55.5
6	BURNET	E Wheeler	E Eggleston	331	59.2
7	BURNET	E Eggleston	E Boyce	328	60.8
8	MURRAY	N Burnet	N La Grange	329	56.9
9	MURRAY	N Lexington/FM 973	N Burnet	341	59.1
10	LLANO	E Parson	Dead End	696	57.1
11	J F NAGLE	E Parson	S Lampasas	158	58.2
12	J F NAGLE	S Lampasas	Smith	78	69.5
13	EGGLESTON	N Bastrop	N Caldwell	327	59.1
14	SMITH	Dead End	J F Nagle	191	61
15	TOWNES	Dead End	N Bastrop	245	71.8

Full Reconstruction Projects (FY 23)



	Roadway	From	To	Length (FT)	2022 PCI Rating
1	WHEELER	Dead End	N Bastrop	233	24.7
2	WHEELER	N Caldwell	N Lexington/FM 973	332	37.8
3	CALDWELL	W Boyce	E Eggleston	325	42.4
4	CALDWELL	E Wheeler	E Browning	333	44.6
5	J F NAGLE	S Lampasas	Smith	613	51
6	BROWNING	Dead end	N Bastrop	265	52.2
7	GREGG**	E Wheeler	E Browning	321	54
8	SMITH	John Nagle	High School	226	53.7
9	BURTON	S Caldwell	Lexington/FM 973	318	43
10	BURTON	S Bastrop	S Caldwell	338	47.3
11	BURTON	S LaGrange	S San Marcos	334	55.3
12	BURTON	Lexington	S Burnet	328	65.9
13	TOWNES	N La Grange	Mid-block	327	49.1
14	TOWNES	Mid-block	Dead End	175	49.1

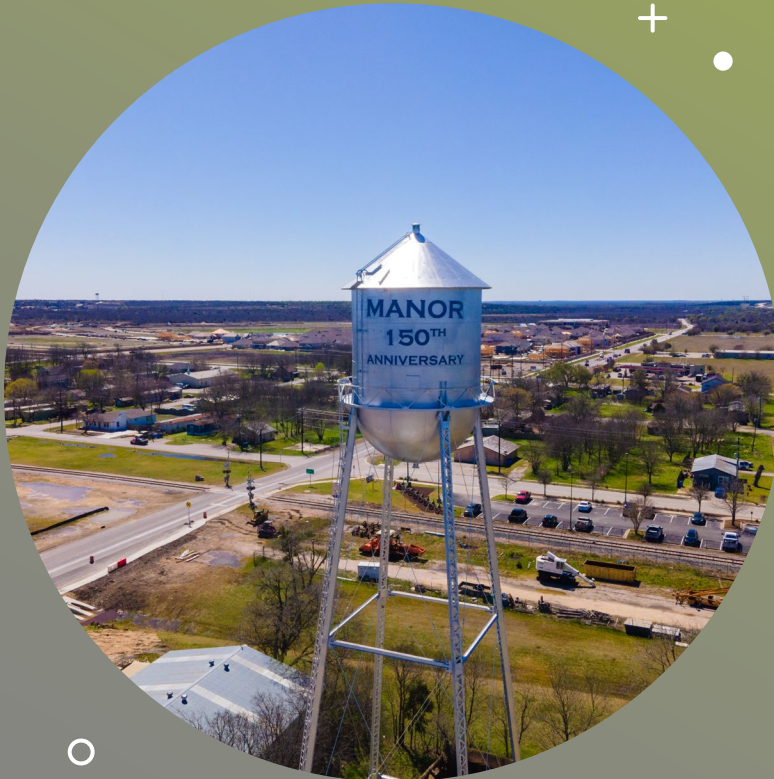
GBA

Creating
remarkable
solutions

CITY OF MANOR

Travis County, Texas

Proposed FY 2023-2024 Annual Budget



PROPOSED FY 2023-2024 ANNUAL BUDGET

Scott Moore, City Manager

Lydia Collins, Director of Finance

September 6, 2023



PROPOSED FY 2023-2024 ANNUAL BUDGET

As required by section 102.005 (d) of the Texas Local Government Code, the City of Manor provides the following statement on this cover page of its budget:

This budget will raise more total property taxes than last year’s budget by \$1,114,264 or 12.94%, and of that amount \$1,033,009 is tax revenue to be raised from new property added to the tax roll this year.



(2) the record vote of each member of the governing body;

- Christopher Harvey, Mayor _____ Emily Hill, Mayor Pro Tem _____ Councilmembers; Anne Weir _____, Maria Amezcua _____, Sonia Wallace _____, Aaron Moreno _____, Deja Hill _____.

(3) the municipal property tax rates for the preceding fiscal year:

- Operation and Maintenance Rate \$0.4802
- Debt Rate \$0.1988
- Total \$0.6853
 - A. The property tax rate \$0.6763
 - B. The no-new-revenue (NNR) tax rate \$0.6763
 - C. The NNR M&O tax rate \$0.4565
 - D. The voter-approval tax rate \$0.6711
 - E. The debt rate \$0.1988
 - F. The de minimis rate \$0.6789

(4) total amount of municipal debt obligations \$ 30,140,000.00



CITY OF MANOR

COUNCIL-APPOINTED ADVISORY GROUPS, ORGANIZATIONS, AND REPRESENTATIVE AGENCIES

CITY

Board of Adjustment
 Planning & Zoning Commission
 Public Improvement District (PID) Committee
 Tax Increment Reinvestment Zone, No. 1 (TIRZ)
 Budget Committee
 Park Committee
 Public Tree Advisory Board
 Economic Development Committee
 Emergency Management Committee
 Public Safety Committee and Community Advisory Committee
 Capital Improvement Committee
 Education Committee
 Healthcare Committee
 Community Collaborative Committee
 Charter Review Commission
 Ethics Commission
 Community Impact Fee Advisory Committee
 Manor Housing Public Facility Corporation

REGION

Capital Area Council of Governments (CAPCOG)
 Capital Area Metropolitan Planning Organization (CAMPO)
 Capital Metro
 Travis County ESD#12
 Manville Water
 EPCOR
 Oncor Electric
 Bluebonnet Electric
 Texas Film Commission
 Travis County Office of Emergency Management



CITY OF MANOR - CITY COUNCIL



Dr. Christopher Harvey
Mayor



Emily Hill
Council Member
Place 1
Mayor Pro Tem



Anne Weir
Council Member
Place 2



Maria Amezcua
Council Member
Place 3



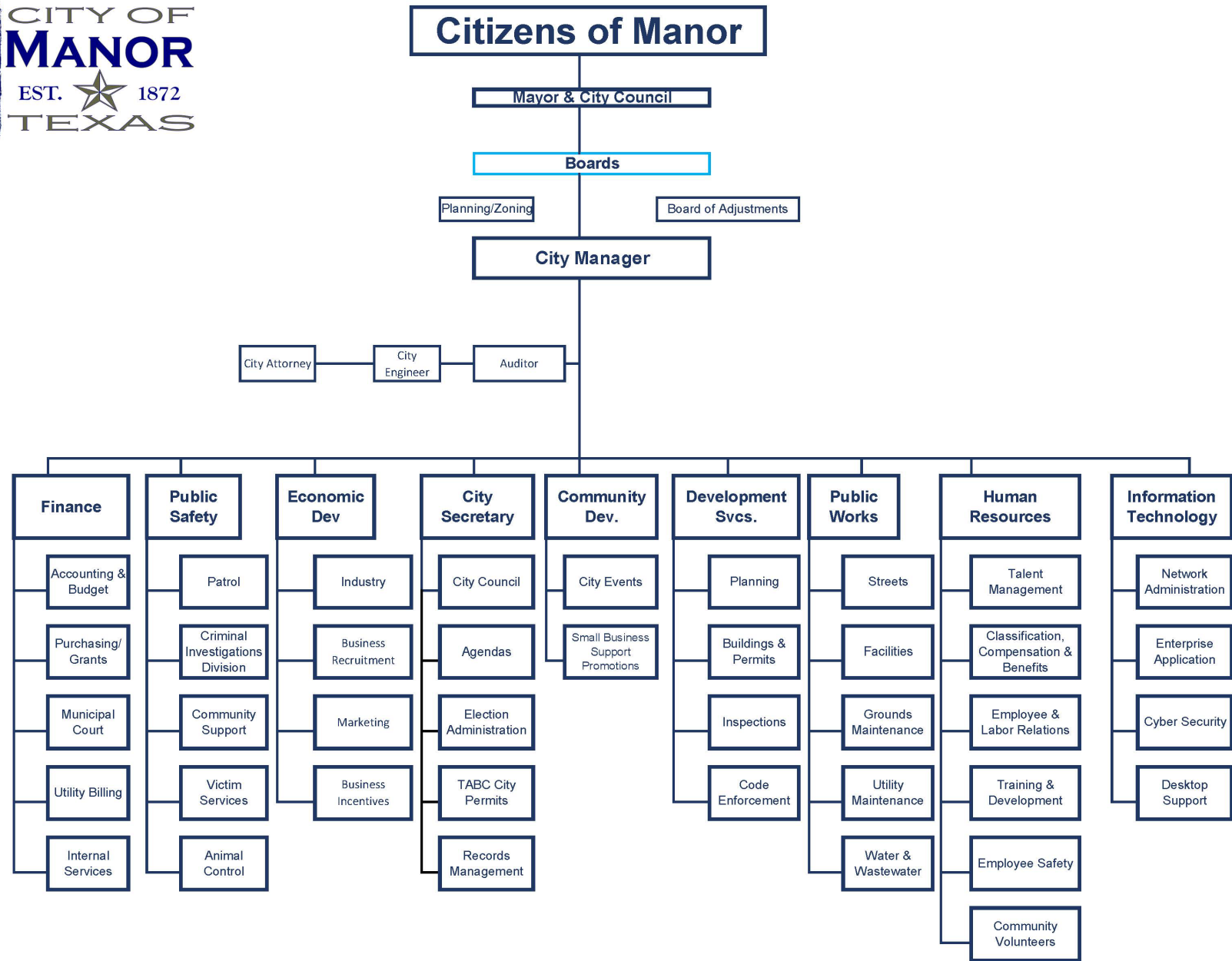
Sonia Wallace
Council Member
Place 4



Aaron Moreno
Council Member
Place 5



Deja Hill
Council Member
Place 6



CITY OF MANOR SENIOR MANAGEMENT TEAM

- Scott Moore.....City Manager
- Lydia Collins.....Director of Finance
- + Ryan Phipps.....Chief of Police
- Lluvia Almaraz.....City Secretary
- Matthew Woodard.....Director of Public Works
- Scott Dunlop.....Director of Development Services
- Tracey Dubois-Vasquez.....Director of Human Resources
- Scott Jones.....Director of Economic Development
- Phil Green.....Director of Information Technology



Mayor and City Council,

In accordance with the provisions of Article III Section 8.04 of the Manor City Charter, the proposed *Annual Operating Budget* for the City of Manor for the Fiscal Year of October 1, 2023, through September 30, 2024, is hereby presented for your consideration.

The grand total of all appropriations for all departments, operations, and functions proposed for the FY 2023-2024 Annual Budget is \$34,559,064 to be generally distributed as described herein.

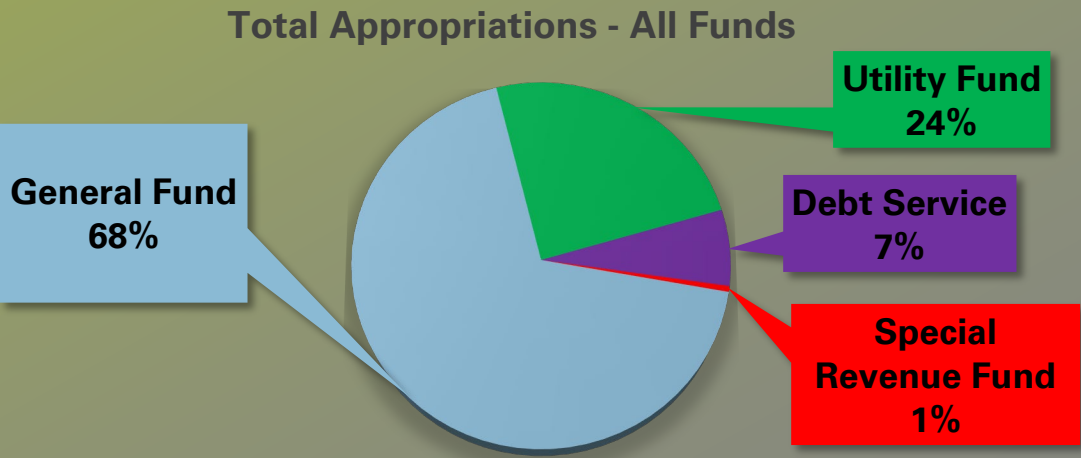
- + The proposed FY 2023-2024 Annual Budget is a zero based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations and services. Our primary goal of this proposed budget is to maintain existing levels of service. Staff remains focused on enhancing service levels wherever possible.
-
-

The FY 2023-2024 Annual Budget as proposed is delineated into four (4) basic funding categories:

* **General Fund (\$19.7M)** – revenues and expenditures related to the provision of primary or traditional city services whose main financial support comes from tax dollars

- **Utility Fund (\$7.5M)** – an enterprise fund monitoring all financial transactions relating to the provision of potable water and sanitary sewer services through the city’s systems +
- **Debt Service (\$4.1M)** – all proceeds and expenditures related to servicing, annual debt payments, and/or management of various debt obligations •

* **Special Revenue (\$.066M)** – revenues and expenditures related to various projects and programs that are supported by a dedicated revenue stream ○



FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS

Item 7.

○ General Fund Revenue

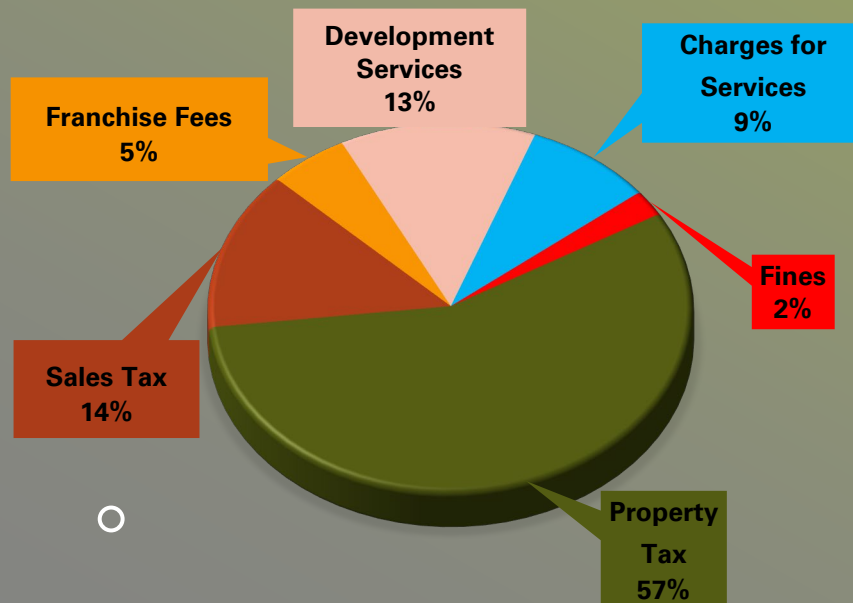
The General Fund is the City of Manor's principal operating fund for essential city services and is supported by a variety of revenue sources. Property (Ad Valorem) Taxes and Sales Tax, however, provide the primary funding support as the graph below shows.

Property Taxes – Property tax revenue projected in FY23-24 assumes moderate growth in the city's taxable valuation, as home construction is anticipated to continue at its present rate throughout the fiscal year.

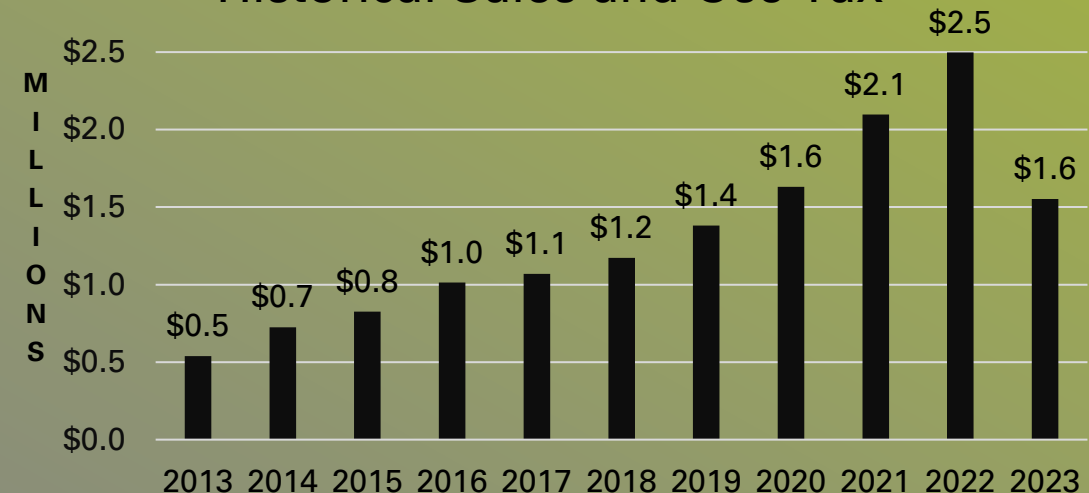
- The proposed FY23-24 Budget is predicated on adoption of a tax rate of \$0.6789. This rate will lower the tax rate from \$.7470 by \$.0681.

Sales Tax – The State of Texas imposes a 6.25% sales and use tax on "all retail sales, leases and rentals of most goods, as well as taxable services". The City of Manor imposes an additional 2.0% sales tax to create a maximum combined rate of 8.25%. Of that total Austin MTA (Capital Metro) receives 1.0%, and Travis County Emergency Services District 12 0.05%. The City has experienced steady annual increases in sales tax revenue over the last decade, but the last two years have produced historical income levels:

- Total Sales Tax Revenue is currently projected to exceed \$2.5M by FY23-24 year-end



Historical Sales and Use Tax



2021 Certificates of Obligation/Capital Improvement Program

2021 Certificates of Obligation

Water

FM 973 12" Waterline	525,320.00
FM 973 12" Waterline (Oversizing from 12" to 16")	230,000.00
Gregg Manor Water Storage Supply-Ground Storage Tank and Pumps	3,126,620.00
US 290 12" Waterline	380,765.00
Subtotal - Water	\$4,262,705.00

Wastewater

FM 973 Gravity Wastewater Line (Oversizing from 8" to 12" and 12" to 15")	417,910.00
Bell Farms Lift Station Expansion	799,250.00
Presidential Glen Lift Station Expansion	799,250.00
Subtotal - Wastewater	\$2,016,410.00

Total - All Funds **\$6,279,115.00**

Issuance Cost/Misc. **\$80,885.00**

GRAND TOTAL **\$ 6,360,000.00**

Status of the projects as of 8/8/2023

Water

FM 973 12" Waterline – **Project Completed**
FM 973 12" Waterline (Oversizing from 12" to 16") – **Project Completed**
Gregg Manor Water Storage Supply-Ground Storage Tank and Pumps – **Advertised for Bidding, Bid Opening August 22, 2023**

US 290 12" Waterline – **Surveying Complete and easement descriptions sent to ROW agent**

Wastewater

FM 973 Gravity Wastewater line – **Project Completed**
Bell FARMS Lift Station Expansion – **Under Construction**
Presidential Glen Lift Station Expansion – **Under Construction**

Tax Notes Series 2022

Water

Gregg Lane Ground Storage Tank and Pressurization Facilities	\$ 3,781,000.00
FM 973 Water Line	\$ 454,000.00
Subtotal - Water	\$ 4,235,000.00

Wastewater

Cottonwood WWTP Phase III Expansion	\$ 4,160,000.00
Subtotal - Wastewater	\$ 4,160,000.00

Streets

Improvements to roadways, including safety feature improvements	\$ 1,500,000.00
Subtotal - Streets	\$ 1,500,000.00
Total - All Funds	\$ 9,895,000.00
Issuance Cost/Misc.	\$ 105,000.00
GRAND TOTAL	\$ 10,000,000.00

Status of the projects as of 8/8/2023

Water

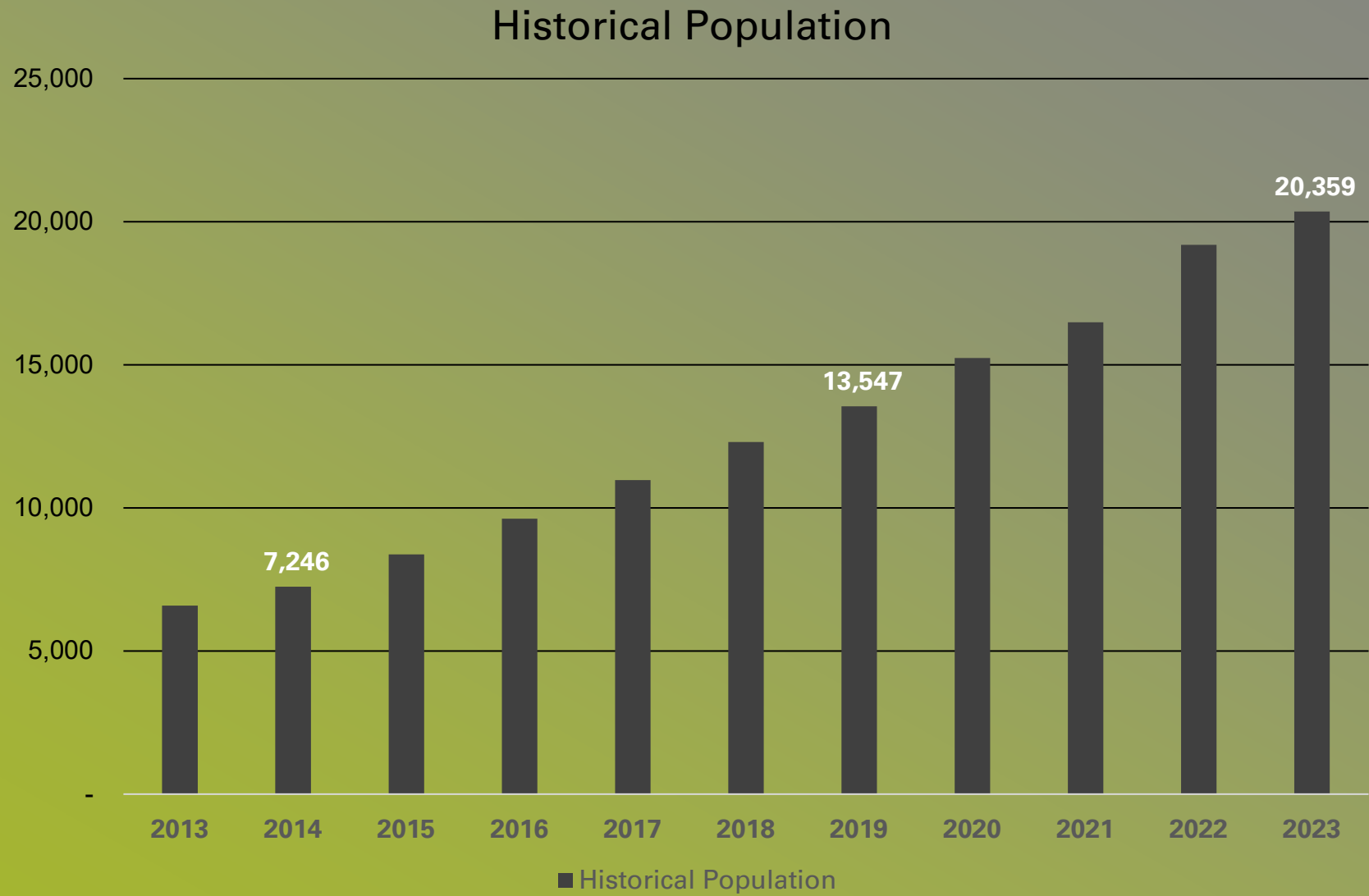
Gregg Lane Ground storage tank and pressurization facilities – **Preliminary Design**
FM 973 Waterline – **Survey completed, working on easement descriptions**

Wastewater

Cottonwood WWTP Phase III Expansion – **Working with Grant Dev Svcs on resubmittal scope for EDA Grant**

Streets

Improvements to roadways, including public safety feature improvements – **Plans approved for 1st half of project**

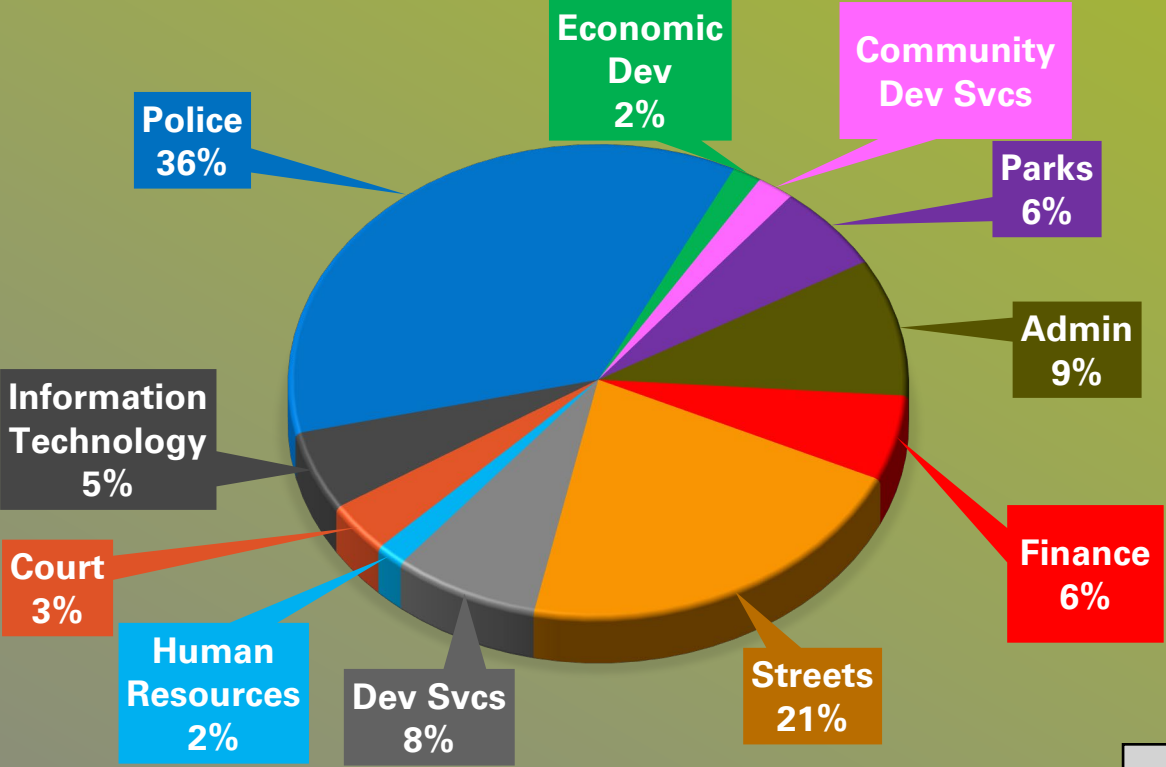


FY 2022-2023 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

General Fund Expenditures + ●

The General Fund is the primary operating fund of the City of Manor and is utilized to account for all costs traditionally associated with city government. The proposed FY 2023-2024 Annual Budget includes total General Fund expenditures of **\$19.7M**.

Within City of Manor operations, General Fund Expenditures are those costs associated with the provision of essential city services including, but not limited to public safety, parks, public works, mobility and asset maintenance. The primary sources of income supporting the General Fund are Property and Sales Taxes.



FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Staffing

The proposed budget includes full-year funding for up to **one hundred eighteen (118) total city employees with only 91 filled positions**: one hundred fifteen (115) full-time, one (1) part-time position and two (2) police reserve positions. Police reserve position is not paid, the city does include workers comprehensive and auto liability insurance.

These staffing positions include changes approved by Council in the FY 2022-2023 mid-year budget amendment for both full-year funding of new positions and the deletion/reclassification of others:

- Unfunded 2 Social resource specialist positions
- Funded Emergency Management Coordinator
- Funded Crime Analyst Technician

New positions included in the proposed FY 2023-2024 Budget:

- 1 Meter Technician
- 2 Construction Inspectors
- 3 Wastewater Crewman

Employee Compensation

- The City continues to strive to provide appropriate and market – competitive compensation for all city employees in order to provide the highest possible level of services.
- The proposed *FY 2023-2024 Budget* includes the adopted pay scale study approved by City Council on August 2, 2023 with the recommended title changes.
- Cost-of-Living Adjustment (COLA) of 3% in base salaries for all full-time positions. In July 2023, the Consumer Price Index (CPI) had a 4.9% cost-of-living.
as of July 2023, the CPI was **4.9%**.

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Administration

- Anticipated increase of 16% to the health insurance cost
- Increase of Right of Way purchases related back to **Comprehensive Plan Implementation T.3**
- Laserfiche product for internal use for records management

Streets

- Anticipated increase of 16% to the health insurance cost
- The proposed FY2023-2024 Budget includes a \$700,000 investment in street maintenance and/or improvements. This amount will go towards Blake Manor Road. This will involve full-depth repair for portions of the road and mill and overlay. The work will be from the City Limits to Lexington.
- Increase of \$100,000 for street repairs related back to **Comprehensive Plan Implementation T.16**
- Increase of \$138,000 for stormwater master plan related back to **Comprehensive Plan Implementation IF.3**

Development Services

- Anticipated increase of 16% to the health insurance cost
- Land planning use fiscal analysis related back to **Comprehensive Plan Implementation LU-10**
- Increase in contracted building inspection services
- Online interactive public portal for city maps

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Parks

- Anticipated increase of 16% to the health insurance cost
- Increase to cemetery repairs/maintenance as approved at CCM 8/2/2023
- Increase in engineering services/contracted services Comprehensive Plan Implementation PR.9
- Design ideas for splash pad Comprehensive Plan Implementation PR.24
- Design ideas for inclusive park have met with 2 vendors as of 8/4/2023 with a meeting with a 3rd vendor Comprehensive Plan Implementation PR.22
- Grant Development Services is preparing a Parks Master Plan and grant funding Comprehensive Plan Implementation PR.9, 12,15, 42, 45

Court

- Anticipated increase of 16% to the health insurance cost

Police

- Anticipated increase of 16% to the health insurance cost
- Repairs to Police department building
- Increase of 15% for Travis County Dispatching Services
- New line-item K-9 unit
- New line item CTRS (Central TEXAS Regional SWAT)

Information Technology

- Anticipated increase of 16% to the health insurance cost

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Economic Development Services

- Anticipated increase of 16% to the health insurance cost
- Increase of 18% to the sales tax rebate for Greenview Development
- Increase of contracted services for downtown strategic plan, TIRZ Consulting, downtown façade grant program incentive, downtown infrastructure short-term incentive, etc related back to Comprehensive Plan Implementation ED 18, 19, 21, 22, 1 & 3

Community Development Services

- Anticipated increase of 16% to the health insurance cost

Human Resoucrs

- Anticipated increase of 16% to the health insurance cost
- New g/l for marketing material

Public Works

- Anticipated increase of 16% to the health insurance cost
- Requesting 2 new positions (Construction Inspectors)
- Increase to repair the Miller building (roof and floor repair). Repairs were originally done in June 2015

FY 2023-2024 ANNUAL BUDGET- BUDGET HIGHLIGHTS CONT.

Water Department

- Anticipated increase of 16% to the health insurance cost
- Increase in R.O.W. acquisitions for infrastructure
- Vehicles under Enterprise program
- Increase in water testing
- Increase in engineering services for water master plan Comprehensive Plan Implementation IF6
- Increase to Capital Outlay > \$5K for Water tank purchase this was approved by Council on 7/5/2023

Wastewater Department

- Anticipated increase of 16% to the health insurance cost
- Repairs to pumphouse. This is located behind the PD
- Increase in engineering services for I&I program phase 2 and WW master programs referenced in Comprehensive Plan Implementation IF19

FINANCIAL SUMMARY OF ALL FUNDS PROJECTED FY 2023-2024

Item 7.

	General Fund	Debt Service (I&S) Fund	Special Revenue Fund	Utility Water/Wastewater Fund	Total All Funds
Est. Revenue	19,798,134	4,188,697	228,104	7,564,758	31,779,693
Total Funds Available	19,798,134	4,188,697	228,104	7,564,758	31,779,693
Budgeted Expenditures	19,798,134	4,188,697	100,000	7,564,758	31,651,589



Article III Section 8.05 of the Manor City Charter states “the City Manager is responsible for the timely preparation and presentation of the budget”. The **General Fund** is the primary operating fund in the budget used to account for resources not required to be accounted for in other funds devoted to specific activities. It is used to account for operations of basic City functions such as public safety, public works, cultural and leisure programs, community planning/development plus direction and management of all municipal functions. Services provided by the City are classified according to activity and presented as operating departments in the Budget.

As a spending plan for the year the budget contains estimates of revenues expected to be generated in the forthcoming year as well as the cost of programs that are planned for the year. Two basic elements of all funds are revenue and expenditures, the latter of which authorize expenditures for line items that appear in each departmental breakdown. These are detailed in the budget document for each activity in each fund. The former are estimates of fiscal resources that are expected to be generated during the subject fiscal year and are intended to finance programs of “Expenditures” for that same time frame.

Total revenue estimated to be received for the 2023-24 fiscal year are \$19,798,134. Direct expenditures are proposed to be \$19,798,134. The following are general comments on sources and expected trends of revenue for the General Fund in the forthcoming fiscal year.

GENERAL FUND REVENUE SUMMARY

Revenues are generally a function of certain “rates” applied to specific quantifiable amounts such as assessed property values, volumes of water used, a percentage of gross revenues (franchise fees), etc. The chart summarizes estimated revenue for the general fund by major funding category. This is followed by a more detailed look at revenue by general category.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
ADMINISTRATION				
TAXES	12,140,315	12,140,315	11,965,026	13,927,200
MISCELLANEOUS	102,000	111,810	(138,963)	31,810
PERMITS/LICENSES	6,290	6,290	225	6,290
OTHER	50,129	50,129	1,242,714	1,242,646
TOTAL ADMINISTRATION	12,298,734	12,308,544	13,069,002	15,207,946
STREET				
MISCELLANEOUS	187,474	187,474	312,885	187,474
SANITATION CHARGES	1,120,000	1,120,000	1,375,210	1,120,000
TOTAL STREET	1,307,474	1,307,474	1,688,095	1,307,474
DEVELOPMENT SERVICES				
MISCELLANEOUS	48,930	48,930	47,433	54,310
PERMITS/LICENSES	3,100,850	3,100,850	2,167,087	2,374,211
TOTAL DEVELOPMENT SERVICES	3,149,780	3,149,780	2,214,520	2,428,521
COURT				
MISCELLANEOUS	1,200	1,200	1,824	1,400
COURT FEES	417,098	417,098	424,727	419,037
TOTAL COURT	418,298	418,298	426,551	420,437
POLICE				
MISCELLANEOUS	42,513	42,513	71,648	42,513
POLICE CHARGES/FEES	56,850	56,850	51,962	76,138
TOTAL POLICE	99,363	99,363	123,610	118,651
NON-DEPARTMENTAL				
TRANSFERS	0	0	0	315,105
TOTAL NON-DEPARTMENTAL	0	0	0	315,105
TOTAL REVENUES	17,273,649	17,283,459	17,521,778	19,798,134

GENERAL FUND EXPENDITURE SUMMARY

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

	FY 2022-23 ORIG. BUDGET	FY 2022-23 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
ADMINISTRATION				
PERSONNEL	469,587	469,587	324,641	498,583
OPERATING	445,532	445,532	520,815	437,799
REPAIRS & MAINTENANCE	44,000	44,000	37,181	38,600
CONTRACTED SERVICES	288,300	288,300	751,126	539,300
TOTAL ADMINISTRATION	1,247,419	1,247,419	1,633,764	1,514,282
FINANCE				
PERSONNEL	708,012	708,012	501,666	757,499
OPERATING	237,680	237,680	222,104	237,680
REPAIRS & MAINTENANCE	2,700	2,700	8,582	3,000
CONTRACTED SERVICES	63,200	63,200	45,338	67,200
DEBT PAYMENTS	0	0	0	20,000
TOTAL FINANCE	1,011,592	1,011,592	777,690	1,085,379
STREET				
PERSONNEL	574,079	574,079	397,093	675,637
OPERATING	243,095	243,095	227,364	248,670
REPAIRS & MAINTENANCE	190,000	190,000	112,545	190,000
CONTRACTED SERVICES	2,444,000	2,444,000	1,968,079	2,782,800
DEBT PAYMENTS	235,301	235,301	702,348	235,301
CAPITAL OUTLAY < \$5K	10,000	10,000	229,497	10,000
CAPITAL OUTLAY > \$5K	10,000	10,000	3,011	10,000
TOTAL STREET	3,706,475	3,706,475	3,639,937	4,152,408

GENERAL FUND EXPENDITURE SUMMARY CON'T

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

DEVELOPMENT SERVICES

PERSONNEL	888,261	888,261	532,467	948,228
OPERATING	140,899	140,899	134,369	219,915
REPAIRS & MAINTENANCE	4,400	4,400	6,600	4,400
CONTRACTED SERVICES	655,000	655,000	487,077	695,000
DEBT PAYMENTS	20,000	20,000	6,458	28,500
TOTAL DEVELOPMENT SERVICES	1,708,560	1,708,560	1,166,972	1,896,043

PARKS

PERSONNEL	502,589	502,589	403,832	606,627
OPERATING	42,250	42,250	34,815	54,650
REPAIRS & MAINTENANCE	393,500	393,500	116,675	341,000
CONTRACTED SERVICES	4,000	4,000	15,457	12,000
DEBT PAYMENTS	41,889	41,889	6,458	54,518
GRANT EXPENDITURES	0	0	0	10,000
CAPITAL OUTLAY < \$5K	8,250	8,250	5,774	8,250
CAPITAL OUTLAY > \$5K	25,000	25,000	0	25,000
TOTAL PARKS	1,017,478	1,017,478	583,011	1,112,045

COURT

PERSONNEL	237,840	237,840	211,383	351,112
OPERATING	52,245	52,245	20,201	52,245
CONTRACTED SERVICES	291,500	291,500	125,535	181,198
CAPITAL OUTLAY < \$5K	1,620	1,620	0	1,620
CAPITAL OUTLAY > \$5K	13,307	13,307	0	13,307
TOTAL COURT	596,512	596,512	357,119	599,483

GENERAL FUND EXPENDITURE SUMMARY CON'T

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

POLICE

PERSONNEL	4,613,172	4,613,172	3,124,651	4,963,924
OPERATING	462,762	462,762	414,787	709,878
REPAIRS & MAINTENANCE	96,500	96,500	98,817	111,500
CONTRACTED SERVICES	346,000	346,000	323,030	393,349
DEBT PAYMENTS	565,500	565,500	422,104	565,500
CAPITAL OUTLAY < \$5K	+	1,000	1,000	1,052
CAPITAL OUTLAY > \$5K	●	126,470	126,470	97,851
	○			323,659
TOTAL POLICE		6,211,404	6,211,404	4,482,292
				7,068,810

INFORMATION TECHNOLOGY (I.T.)

PERSONNEL	267,185	267,185	207,994	310,447
OPERATING	250,600	250,600	160,256	251,600
REPAIRS & MAINTENANCE	5,000	5,000	4,022	5,000
CONTRACTED SERVICES	274,371	274,371	191,168	274,371
CAPITAL OUTLAY < \$5K	35,000	35,000	50,958	45,000
CAPITAL OUTLAY > \$5K	109,884	109,884	25,641	109,884
TOTAL INFORMATION TECHNOLOGY		942,040	942,040	640,039
				996,302

GENERAL FUND EXPENDITURE SUMMARY CON'T

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the General Fund.

Personnel - Accounts for all funded staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

ECONOMIC DEV. SVCS

PERSONNEL	167,085	167,085	131,426	174,111
OPERATING	81,200	81,200	21,620	86,300
CONTRACT SERVICES	385,000	388,000	2,525	919,000
TOTAL ECONOMIC DEV SVCS	633,285	636,285	155,571	1,179,411

HUMAN RESOURCES

PERSONNEL	224,734	224,734	148,659	230,871
OPERATING	46,100	46,100	48,639	70,600
TOTAL HUMAN RESOURCES	270,834	270,834	197,298	301,471

COMMUNITY DEV. SVCS

PERSONNEL	125,349	125,349	93,630	120,649
OPERATING	212,850	212,850	93,879	156,850
TOTAL COMMUNITY DEV	338,199	338,199	187,509	277,499
<u>TOTAL EXPENDITURES</u>	<u>17,683,799</u>	<u>17,686,799</u>	<u>13,821,202</u>	<u>20,183,134</u>

UTILITY FUND REVENUE SUMMARY

Revenues are generally a function of certain “rates” applied to specific quantifiable amounts such as volumes of water used, wastewater used and sanitation service. The chart summarizes estimated revenue for the utility fund by major funding category. This is followed by a more detailed look at revenue by general category.

	FY 2022-23 ORIG. BUDGET	FY 2022-23 CURR. BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
<u>WATER</u>				
MISCELLANEOUS	525	525	493,302	525
WATER/SEWER CHARGES	3,328,429	3,328,429	3,126,418	3,527,371
TRANSFERS	0	0	0	977,211
TOTAL WATER	3,328,954	3,328,954	3,619,719	4,505,107
<u>WASTEWATER</u>				
WATER/SEWER CHARGES	2,878,132	2,878,132	3,373,730	3,059,651
TOTAL WASTEWATER	2,878,132	2,878,132	3,373,730	3,059,651
TOTAL REVENUES	6,207,086	6,207,086	6,993,449	7,564,758

UTILITY FUND EXPENDITURE SUMMARY

A summary of expenditures is included for each department. Expenditures are grouped into the following categories; these categories apply to the Utility Fund.

Personnel - Accounts for staff salaries, benefits, overtime, all insurance, payroll taxes as well as the City's portion of retirement contribution.

Operating – Expenditures for the operations of the department; and supplies and services utilized by the department.

Repairs & Maintenance – Expenditures for the maintenance of equipment and buildings

Contracted Services – Expenditures for engineering and legal services; and document storage.

Debt Payments – The City's obligation to pay the principal and interest of all leases and other debt instruments according to a pre-determined payment schedule.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
PUBLIC WORKS				
PERSONNEL	413,704	413,704	420,012	619,396
OPERATING	28,450	28,450	15,187	29,702
REPAIRS & MAINTENANCE	11,500	11,500	10,130	41,500
CONTRACTED SERVICES	31,045	31,045	73,480	31,445
TOTAL PUBLIC WORKS	494,199	494,199	522,022	731,543
WATER				
PERSONNEL	487,951	487,951	219,712	603,164
OPERATING	296,219	296,219	460,522	438,039
REPAIRS & MAINTENANCE +	66,500	66,500	72,185	102,500
WATER/WASTEWATER ●	2,267,750	2,267,750	1,732,973	2,267,750
CONTRACTED SERVICES	138,300	138,300	77,253	138,300
DEBT PAYMENTS ○	129,308	129,308	54,236	129,308
CAPITAL OUTLAY < \$5K	8,000	8,000	8,319	8,000
CAPITAL OUTLAY > \$5K	253,840	253,840	331,944	848,058
TOTAL WATER	3,647,868	3,647,868	2,957,142	4,535,119
WASTEWATER				
PERSONNEL	203,733	203,733	157,353	468,982
OPERATING	585,357	585,357	361,720	533,412
REPAIRS & MAINTENANCE	71,500	71,500	182,973	92,000
WATER/WASTEWATER	68,000	68,000	59,701	80,500
CONTRACTED SERVICES	804,000	804,000	690,770	835,248
DEBT PAYMENTS	9,210	9,210	0	20,000
CAPITAL OUTLAY < \$5K	5,000	5,000	0	5,000
CAPITAL OUTLAY > \$5K	30,000	30,000	0	262,955
TOTAL WASTEWATER	1,776,800	1,776,800	1,452,518	2,298,097
TOTAL EXPENDITURES	5,918,867	5,918,867	4,931,683	7,564,759
REVENUES OVER/(UNDER) EXPENDITURES	288,219	288,219	2,061,767	0

DEBT SERVICE FUND SUMMARY

Debt Service – The City’s obligation to pay the principal and interest of all bonds according to a pre-determined payment schedule.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
<u>NON-DEPARTMENTAL</u>				
TAXES	4,176,588	4,176,588	4,181,544	4,176,588.00
OTHER	12,109	12,109	10,675	12,109.00
TRANSFERS	0	0	0	-
TOTAL NON-DEPARTMENTAL	+	4,188,697	4,188,697	4,192,220
				4,188,697.00
<u>TOTAL REVENUES</u>		4,188,697	4,188,697	4,192,220
				4,188,697.00

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2022-23 BUDGET
<u>NON-DEPARTMENTAL</u>				
OPERATING	150	150	300	150.00
DEBT PAYMENTS	4,176,438	4,176,438	4,177,614	4,177,373.50
TRANSFERS	0	0	0	-
TOTAL NON-DEPARTMENTAL	4,176,588	4,176,588	4,177,914	4,177,523.50
<u>TOTAL EXPENDITURES</u>	4,176,588	4,176,588	4,177,914	4,177,523.50
REVENUES OVER/(UNDER) EXPENDITURES	12,109	12,109	14,306	11,173.50

SPECIAL RESERVE H.O.T. AND T.I.R.Z. FUND SUMMARY

Hotel Occupancy Tax Fund (H.O.T.) – Funds from this source are collected from lodging establishments located in the City and its ETJ, that offer rooms for rent daily. Revenue from this source is to be used for advertising and promotional programs to attract tourist; historical restoration and preservation; directional signage to public sights and attractions frequently visited by tourist; the construction, maintenance and operation of a convention or visitor center; certain transportation systems serving tourist and hotel guest; encouragement and promotion of the arts; facilities and personnel for the registration of convention delegates.

Tax Increment Reinvestment Zone - Are special zones created by City Council to attract new investment in an area. These zones help finance costs of redevelopment and promote growth in areas that would otherwise not attract sufficient market development in a timely manner. Taxes attributable to new improvements (tax increments) are set-aside in a fund to finance public improvements within the boundaries of the zone.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
ADMINISTRATION				
TAXES	66,610	66,610	208,215	212,652
OTHER	25	25	0	15,452
TOTAL ADMINISTRATION	66,635	66,635	208,215	228,104
+				
TOTAL REVENUES	66,635	66,635	208,215	228,104
○				

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2022-23 BUDGET
ADMINISTRATION				
OPERATING	100,000	100,000	66,626	100,000
TOTAL ADMINISTRATION	100,000	100,000	66,626	100,000
TOTAL EXPENDITURES	100,000	100,000	66,626	100,000
REVENUES OVER/(UNDER) EXPENDITURES	(33,365)	(33,365)	141,589	128,104

SPECIAL RESERVE IMPACT FUND SUMMARY

Impact Fee Funds: Impact fees are mechanisms authorized by the Local Government Code and used by City’s to build up reserves for future costs of extending water and wastewater facilities to new development and provide for the expansion of treatment facilities that are needed because of the addition of new users.

	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
WATER				
OTHER	630,434	630,434	527,570	656,444
TOTAL WATER OTHER	630,434	630,434	527,570	656,444
WASTEWATER				
OTHER	1,682,352	1,682,352	1,581,928	1,682,352
TOTAL WASTEWATER OTHER	1,682,352	1,682,352	1,581,928	1,682,352
	+			
TOTAL REVENUES	2,312,786	2,312,786	2,109,498	2,338,796
	○			
	FY 2022-23 ORIGINAL BUDGET	FY 2022-23 CURRENT BUDGET	Y-T-D ACTUAL AS OF 8/11/2023	REQUESTED 2023-24 BUDGET
WATER				
REPAIRS & MAINTENANCE	1,100,000	1,100,000	1,106,523	454,544
CONTRACTED SERVICES	6,500	6,500	0	6,500
TOTAL WATER	1,106,500	1,106,500	1,106,523	461,044
WASTEWATER				
REPAIRS & MAINTENANCE	5,702,752	5,702,752	1,817,090	1,852,752
CONTRACTED SERVICES	25,000	25,000	0	25,000
TOTAL WASTEWATER	5,727,752	5,727,752	1,817,090	1,877,752
TOTAL EXPENDITURES	6,834,252	6,834,252	2,069,086	2,338,796
REVENUES OVER/(UNDER) EXPENDITURES	(4,521,466)	(4,521,466)	40,411	(0)

+



○



●



City Sponsored Events for FY 2023-2024

- OctoberManor Night at the Park
- NovemberArbor Day
- DecemberHolidays in the Park
- JanuaryMartin Luther King Day
- FebruaryBlack History Luncheon
- AprilEaster Egg Dash
- JuneJuneteenth
- July4th of July Fireworks Show
- September.....Hispanic Heritage Month

City Partnered Events for FY 2023-2024

- MayManorPalooza
- NovemberVeteran’s Day Service



+

○



THANK YOU

City of Manor

Website: www.manortx.gov



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
SEPTEMBER 11, 2023**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

Emily Hill, Mayor Pro Tem, Place 1 (Absent)
Anne Weir, Place 2 (left at 6:51 p.m.)
Maria Amezcua, Place 3
Sonia Wallace, Place 4
Aaron Moreno, Place 5
Deja Hill, Place 6

CITY STAFF:

Lluvia T. Almaraz, City Secretary
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Lydia Collins, Finance Director
Matthew Woodard, Public Works Director
Christina M. Lane, Finance Advisor
Chasem Creed, IT Technician

SPECIAL SESSION – 6:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 6:02 p.m. on Monday, September 11, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

Robert Battaile, 502 E. Eggleston St., Manor, Texas, submitted a speaker card and expressed his concerns regarding the Historic District of Manor, Proclamations, and the new proposed developments.

No one else appeared at this time.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 6:10 p.m. on Monday, September 11, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding a resolution of the City of Manor, Texas authorizing the closing and purchase of real property and authorizing the mayor or city manager to execute any and all agreements and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters* at 6:10 p.m. on Monday, September 11, 2023.

The Executive Session was adjourned at 7:03 p.m. on Monday, September 11, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 7:03 p.m. on Monday, September 11, 2023.

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

REGULAR AGENDA

- ~~1. Consideration, discussion, and possible action on a resolution of the City of Manor, Texas authorizing the closing and purchase of real property and authorizing the mayor or city manager to execute any and all agreements and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters.~~

ADJOURNMENT

**City Council Called Special Session Minutes
September 11, 2023**

The Special Session of the Manor City Council Adjourned at 7:03 p.m. on Monday, September 11, 2023.

These minutes were approved by the Manor City Council on the 20th day of September 2023.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



**CITY COUNCIL
CALLED SPECIAL SESSION MINUTES
SEPTEMBER 15, 2023**

PRESENT:

Dr. Christopher Harvey, Mayor

COUNCIL MEMBERS:

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

CITY STAFF:

Scott Moore, City Manager
Lluvia T. Almaraz, City Secretary
Ryan Phipps, Chief of Police
Scott Dunlop, Development Services Director
Scott Jones, Economic Development Director
Matthew Woodard, Public Works Director
Tracey Vasquez, HR Director
Phil Green, IT Director
Paige Saenz, City Attorney

SPECIAL SESSION – 12:00 P.M.

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Harvey at 12:05 p.m. on Friday, September 15, 2023, in the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

INVOCATION

Mayor Harvey gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Harvey led the Pledge of Allegiance.

PUBLIC COMMENTS

No one appeared at this time.

Mayor Harvey adjourned the regular session of the Manor City Council into Executive Session at 12:06 p.m. on Friday, September 15, 2023, in accordance with the requirements of the Open Meetings Law.

EXECUTIVE SESSION

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Sections 551.071 and 551.072 Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding a resolution of the City of Manor, Texas authorizing the purchase and closing of real property for \$20,800,000.00, plus closing costs; providing for the approval of the Real Estate Purchase Contract and an amendment to the Contract; and authorizing the Mayor or City Manager to execute any and all contracts and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters* at 12:06 p.m. on Friday, September 15, 2023.

The Executive Session was adjourned at 1:10 p.m. on Friday, September 15, 2023.

OPEN SESSION

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during the Closed Executive Session at 1:10 p.m. on Friday, September 15, 2023.

REGULAR AGENDA

1. **Consideration, discussion, and possible action on an Ordinance approving a proposed amended budget for Fiscal Year 2022-2023.**

There was no action taken.

2. **Consideration, discussion, and possible action on a resolution of the City of Manor, Texas authorizing the purchase and closing of real property for \$20,800,000.00, plus closing costs; providing for the approval of the Real Estate Purchase Contract and an amendment to the Contract; and authorizing the Mayor or City Manager to execute any and all contracts and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters.**

**City Council Called Special Session Minutes
September 15, 2023**

MOTION: Upon a motion made by Council Member Wallace and seconded by Mayor Pro Tem Emily Hill, to extend the earnest contract for Resolution No. 2023-31.

There was no further discussion.

Motion to approve carried 4-0

ADJOURNMENT

The Special Session of the Manor City Council Adjourned at 1:11 p.m. on Friday, September 15, 2023.

These minutes were approved by the Manor City Council on the 20th day of September 2023.

APPROVED:

Dr. Christopher Harvey
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on accepting the August 2023 Departmental Reports.

BACKGROUND/SUMMARY:

- Finance – Lydia Collins, Director of Finance
- Police – Ryan Phipps, Chief of Police
- Travis County ESD No. 12 – Ryan Smith, Fire Chief
- Economic Development – Scott Jones, Economic Development Director
- Development Services – Scott Dunlop, Development Services Director
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Matt Woodard, Director of Public Works
- Manor Cemetery – Nora Sanchez, MC Manager
- Human Resources – Tracey Vasquez, HR Manager
- IT – Phil Green, IT Director
- Administration – Lluvia T. Almaraz, City Secretary

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: Not Applicable

PRESENTATION: No

ATTACHMENTS: Yes

- August 2023 Department Monthly Reports

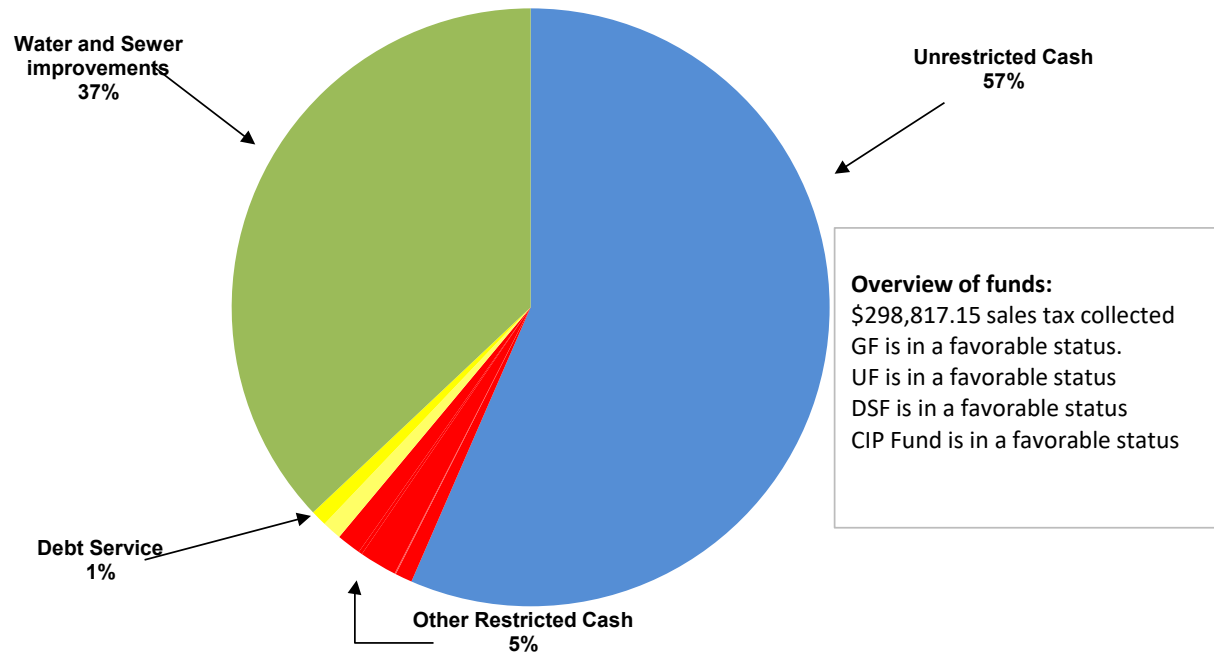
STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and accept the August 2023 Departmental Reports.

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

**CITY OF MANOR, TEXAS
CASH AND INVESTMENTS
As Of August, 2023**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
CASH AND INVESTMENTS						
Unrestricted:						
Cash for operations	22,396,949	13,856,859				36,253,807
Restricted:						
Tourism				593,351		593,351
Court security and technology	40,841					40,841
Rose Hill PID				1,302,243		1,302,243
Manor Heights TIRZ				128,219		128,219
Customer Deposits		842,964				842,964
Park	672,123					672,123
Debt service			553,295			553,295
Capital Projects						
Water and sewer improvements				8,263,973	15,482,897	23,746,870
TOTAL CASH AND INVESTMENTS	\$ 23,109,912	\$ 14,699,823	\$ 553,295	\$ 10,287,785	\$ 15,482,897	\$ 64,133,711









Manor Police Department

Monthly Report August 2023



Manor Police Department By The Numbers February

	<div>1915</div> <div>Number of calls for service</div>	<div>62</div> <div>Average calls per day</div>
	<div>Total Training Hours</div>	<div>343</div>
	<div>Mental Health Calls</div>	<div>8</div>
	<div>Juvenile Detentions</div>	<div>1</div>

Interactions



4

Community Events

1

Hosted Events

3

External Events



0:02:01

Average response time



2.5

The average number of people an officer interacts with per call



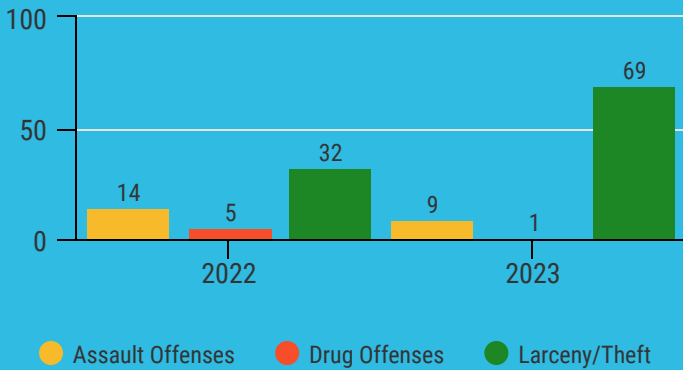
4,788

The estimated number people officers interact with on calls alone

Criminal Offenses

National Incident Based Reporting System

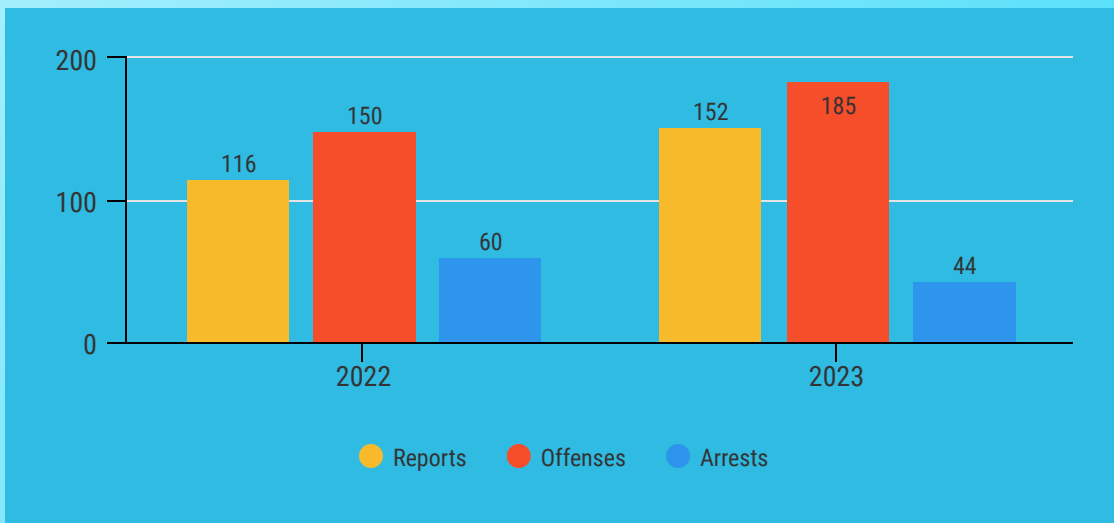
Group A Offenses August 2022/2023 Comparison



Offense Group	2022	July 2023
Group A	67	103
Group B	82	82

Crime Type	2022	2023
Persons	20	25
Property	41	51
Fraud	1	6
Crimes against Children	1	1

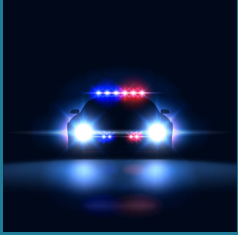
Incident Reports, Total Offenses, and Arrests



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

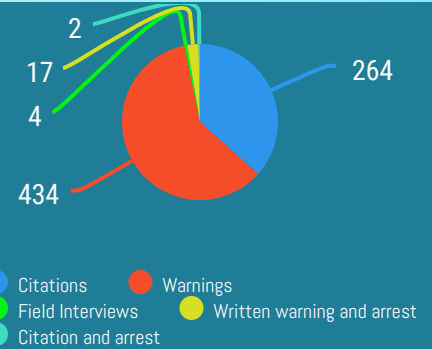
Group B offenses consist of 11 offense categories, including but not limited to bad checks, DWI, non-violent family offenses, and all other offenses, where only arrest data is collected.

Traffic Enforcement Analysis



721

Total traffic stops
conducted



19

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



30 searches out of 721 stops

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

CONTRABAND

7

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

Traffic Enforcement Analysis



27
Crashes

2
Involving Alcohol
or Drugs

22
DWI
Arrests

DWI Arrests by the numbers*

LEADRS
Law Enforcement Advanced
Data Reporting System

Manor Police Department DWI Profile - August 2023





Travis County Emergency Services District No.12

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Item 8.

Operational/Prevention Summary – August 2023

Calls - Month

2023 - 469 (+4.7%)

2022 - 448 (+7.2%)

2021 - 418

Calls by Unit

Eng1201 - 142

Eng1202 - 107

Bat1201 - 65

SQ1203 - 114

SQ1201 - 168

Eng1203 - 126

FMO1201 - 13,

164 call reviews

Calls - CYTD

2023 - 3383 (+3.5%)

2022 - 3268 (+6.8%)

2021 - 3059

AVG Response Time - Month

8 min, 54 sec

AVG Response Time - CYTD

8 min, 42 sec

Aiding Departments	Month Received	Month Given	CYTD Received	CYTD Given
Austin FD	6*	5*	47	31
Bastrop Co. ESDs	0	2	0	2
BT1/ESD 13	0	0	0	0
Elgin VFD	0	0	1	11
TC ESD 2	5*	16*	58	97
TC ESD 11	4*	1*	29	2
TC ESD 9/6/3	0	0	15	0
WILCO Dept's	0	1*	6	8
-----	-----	-----	-----	-----
TOTAL	15	25	156	151

*Number may include CRC response

Incident by Type

100 Fire.....	121	200 Rupture/Explosion...	0	300 EMS/Rescue	275
400 Hazardous Condition.	10	500 Service Call.....	21	600 Good Intent.	24
700 False Calls.....	17	900 Other.....	1	800 Nat. Disaster	0

Training and Events

- Hose and Ladder Testing
- Fire Shelter Training
- DCPE hands on training
- Manor Rise Academy Ribbon Cutting
- Manor Early College Ribbon Cutting
- Elementary drop off visits
- CRC participation

Awards and Recognition

- FF Uhlaender, FF Michaelsen, FF Hubenak, and FF Dominguez 1yr.
- PIO Buth 1yr.
- BC Tapia 5yrs.
- BC Brackett 9yrs.
- K9 Ember used a Parmer Lane Fire



Travis County Emergency Services District No.12

Item 8.

Office of the Fire Chief

11200 Gregg Lane. • PO Box 846

Manor, Texas 78653

O: 512-272-4502 • F: 512-428-5114

Operational/Prevention Summary – August 2023

Prevention Division Activities (ESD/CoM)

Builder Developer Mtgs.....1 (0/1)	Site Visits.....82
Reviews.....39 (21/18)	Initial Inspections49 (20/29)
Under Review.....4 (3/1)	Reinspection.....13 (3/10)
Re-submittals.....24 (12/12)	Residential Inspections.....0
Approvals / Permits Issued.....29 (18/11)	Investigation Responses.....8 (4/4)
Awaiting Response from Applicant.....4 (2/2)	Hydrant Inspections/Tests.....3
Review Turn-Around (AVG last 30 days) 5 days	

###



MEMO

To: Mayor and City Council Members

From: Scott Jones, Economic Development Director

Date: September 20, 2023

RE: **August 14 to September 15 Economic Development Department activity**

- Met Home Depot Real Estate department regarding new store parameters and timing
- Quality website content review virtual meeting x 2; GBA team status meeting x 3; met with FiberLight regarding bid for fiber down 290 x 2
- Developer meetings: in person Mia Hernandez with Texas Land Limited; virtual Manor Springs meetings w/Alexandria Finney et al x 7; Virtual w/Matt Woods w/Westwood re: Voelker Ln.; Virtual w/Talley Williams re: Zalaram x 2; virtual w/ Harbir Singh w/ TXM Hospital; virtual w/ Dalfen Development
- Prospect meeting with Mike Snyder w/QT Convenience Stores; Albert Gonzales w/ GC Dry Cleaners; call with Chris McGrath of Wonik Materials; call with Angela Chen representing Han's Laser Technology; met w/Trackside Coffee re: beer garden/coffee shop location; call with Priyanka Kansal re; St. John's Catholic Church contract; call w/ Aattika Davis re: franchise opportunity
- Developed and solicited Downtown Manor Strategic Plan RFP package to Manor Journal and Austin Statesman; received proposals; distributed to Selection Committee for ranking
- Legal call on ShadowGlen with Knight Firm; ShadowGlen PUD Amendment w/MWSW & Knight firm; Gregory Miller w/Bickerstaff firm x 6
- Lunch w/HPM Andrew Betts (construction firm); virtual meeting with Manor ED-PMA Grayson Mann
- Attended 4 City Council Meetings; Planning & Zoning Meeting; 2 Staff meetings; ESD 12 COM meeting; Manor Chamber of Commerce monthly meeting; TML Region 10 Meeting in Lockhart
- Due diligence on various land purchases: CAYSA, Las Entradas, Nixon, et al
- Branding initiative market research with Chickenango
- Whole Foods Cold Storage Distribution Center Grand Opening

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

August 1-31, 2023

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	2	\$62,039.00	\$412.00	
Commercial Irrigation	2	\$222,443.27	\$5,036.50	
Commercial Mechanical-HVAC	1	\$6,000.00	\$332.00	
Commercial New	2	\$507,967.37	\$60,262.10	Valvoline & St Joseph's Portables
Commercial Remodel/Repair	1	\$50,000.00	\$492.00	
Commercial Sign	3	\$27,006.50	\$515.63	
Multifamily New	1	\$3,030,256.15	\$69,526.80	Manor Town Apartments II
Residential Accessory	1	\$1,500.00	\$107.00	
Residential Deck/Patio	3	\$139,795.00	\$716.00	
Residential Electrical	8	\$274,305.72	\$916.00	
Residential Fence	1	\$1,500.00	\$107.00	
Residential Foundation Repair	5	\$25,358.25	\$485.00	
Residential Irrigation	47	\$82,300.00	\$5,029.00	
Residential Mechanical-HVAC	4	\$54,443.00	\$428.00	
Residential New	64	\$21,532,344.35	\$510,071.20	
Residential Plumbing	7	\$41,039.83	\$809.00	
Residential Swimming Pool/Spa	2	\$134,000.00	\$639.00	
Right of Way	3	\$0.00		
Totals	157	\$26,192,298.44	\$655,884.23	

Total Certificate of Occupancies Issued: 50

Total Inspections(Comm & Res): 1,761

Scott Dunlop, Development Services Director

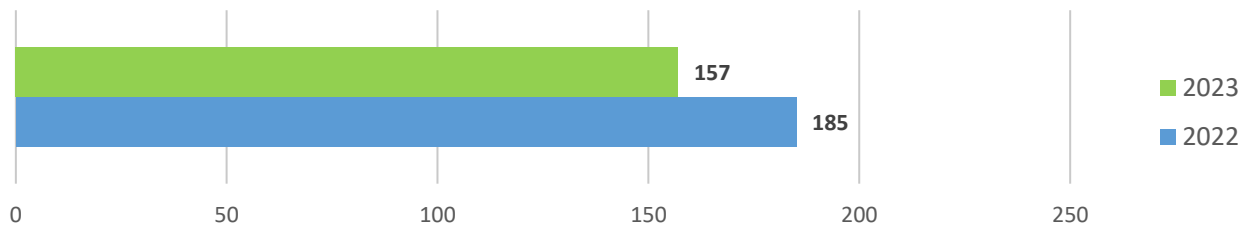




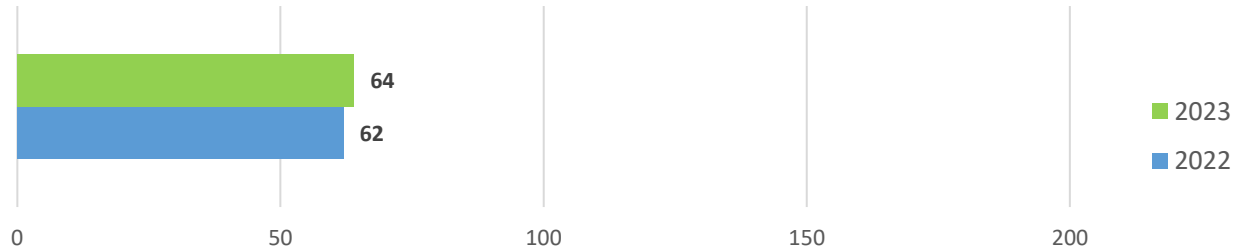
August 2023

DEPARTMENT OF DEVELOPMENT SERVICES
SCOTT DUNLOP, DIRECTOR

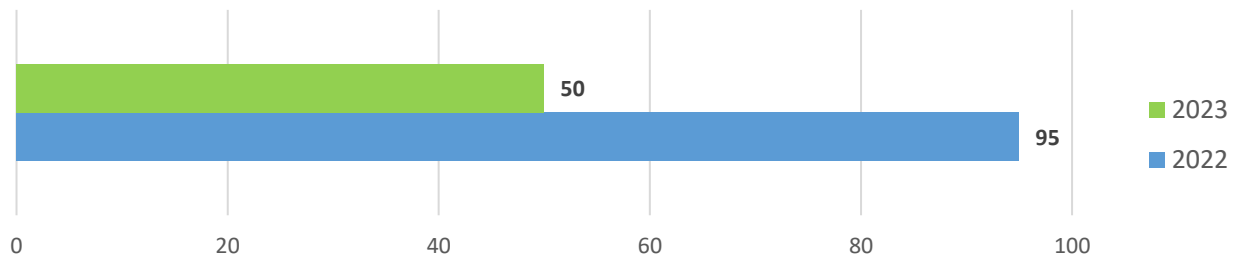
ALL PERMITS ISSUED



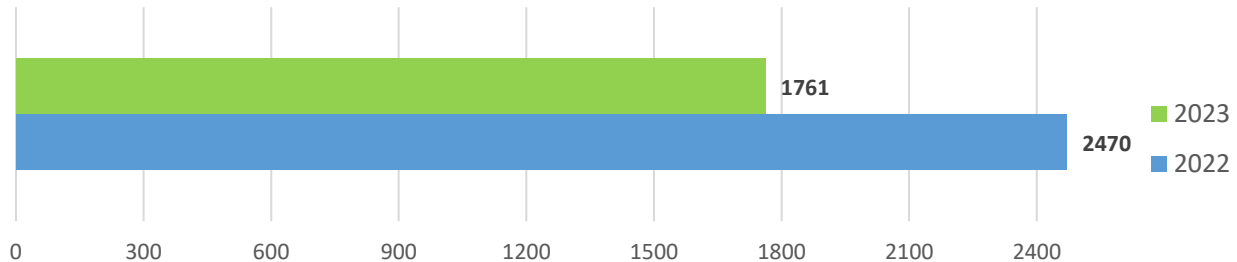
RESIDENTIAL NEW PERMITS



COs ISSUED



INSPECTIONS

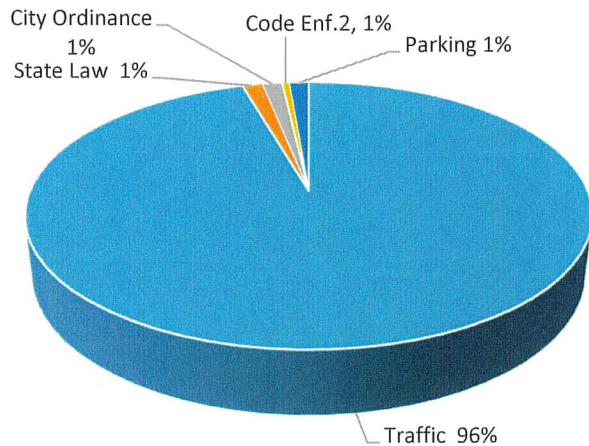


*Charts displayed at different scales

City of Manor Municipal Court AUGUST 2023

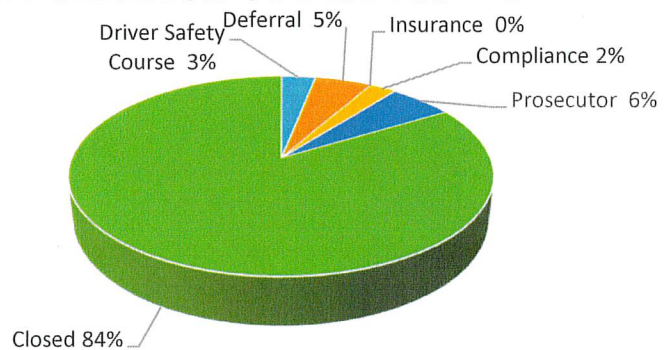
Violations Filed	Aug-23	Aug-22
Traffic	421	142
State Law	6	13
City Ordinance	6	5
Code Enforcement	2	0
Parking	6	13
Total	441	173

PERCENTAGE OF VIOLATIONS



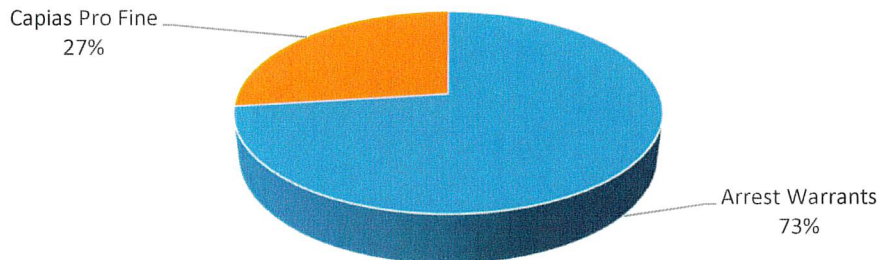
Dismissals	Aug-23	Aug-22
Driver Safety Course	9	6
Deferral	15	23
Insurance	0	2
Compliance	7	2
Prosecutor	17	26
Closed	245	211
Total	293	270

PERCENTAGE OF DISMISSALS



Warrants	Aug-23	Aug-22
Arrest Warrants	46	80
Capias Pro Fine	17	6
Total	63	86

PERCENTAGE OF WARRANTS



Money Collected in August 2023

Kept By City	\$42,264.24
kept By State	\$21,165.18
Total	\$63,429.42

Money Collected in August 2022

Kept By City	\$34,139.15
Kept By State	\$11,501.88
Total	\$45,641.03



MEMORANDUM

To: Mayor and City Council Members

From: Sarah Friberg, Court Administrator

Date: September 1st, 2023

Re: Municipal Court Security Committee meeting

Municipal Court Security Committee Meeting

Date: August 10th, 2023, 3:00 PM + 4:00 PM
Place: Council Chambers back conference room

Attendees: John Yeager - Presiding Judge
Craig Struble – Police Sergeant
Sarah Friberg – Court Administrator

Meeting Objectives:

1. Discussion of Manor PD Directive for Municipal Court operations review
2. Discussion of cameras for City Hall building
3. Discussion of walk-thru metal detector for court room
4. Discussion of obtaining report from Technik for panic buttons

Results to Objectives:

1. Sarah Friberg provided all attendees with a copy of the expired Manor PD Directive for Municipal Court Operations. All attendees reviewed the directive and at this time do not have any changes / amendments that would need to be implemented. Sarah Friberg will forward the directive to Police Chief Phipps and Assistant Police Chief Collins to review and renew.
2. A discussion was had by all attendees regarding the need for cameras surrounding the city hall building. The areas of concern that were discussed are Lexington Street, Eggleston Street and Burnet Street. Sergeant Struble expressed his concern for not having video camera access to the Lexington Street, Eggleston Street and Burnet Streets portions next to city hall in which multiple incidents have occurred and video evidence or surveillance would have been useful for investigations. Sarah Friberg will speak to the IT team to see if there is a coverage map of the current cameras in place at City Hall.
3. Sarah Friberg presented all attendees with the quote Assistant Police Chief Collins provided her from Guardian Security Solutions, LC relating to a walk-thru metal detector (including installation and a handheld metal detector) to be placed in the breezeway before entering the Council Chambers / Court room. All attendees were favorable to have a walk-thru metal detector for court security. Sarah Friberg informed all attendees if the funds are available and approved, the walk-thru metal detector could be paid for through the Court Security Fund. A map was also provided to Sarah Friberg by Assistant Police Chief Collins, indicating where the walk-thru metal detector would be



CITY OF
MANOR
EST. ★ 1872
TEXAS

Item 8.

placed. All attendees were unsure of the exact placement for the walk-thru metal detector. Sergeant Struble stated he will speak to Assistant Police Chief Collins regarding the placement location.

4. Sarah Friberg asked for all attendees input on obtaining a report from Technik (panic button provider) regarding usage, testing, etc. All attendees were favorable of requesting the report from Technik.



GUARDIAN

Security Solutions, LC

3214 122nd Street
Lubbock, TX 79423

806-794-7767
TX LIC# B11916, OK #1235

Item 8.

Date	Proposal
8/1/2023	11562

City of Manor
Lydia Collins

Mailing address: PO Box 53874, Lubbock, TX 79453

Fax: 806-794-7789

Web: www.myshield.org

E-RATE CERTIFIED

Coop Members: TIPS, Buyboard, Good Buy

COOP NAME	TERMS	Sales Person
	Due on receipt	Cade Wheeler

Item	Description	Location	Qty	Price Each	Total
	SALE AND INSTALLATION OF METAL DETECTOR				
	THIS PROPOSAL IS FOR BUDGETARY CONSIDERATION ONLY, IF THE CUSTOMER ELECTS TO MOVE FORWARD WITH THIS PROJECT. A REVISED PROPOSAL AND SCOPE OF WORK DETAILING THE PROJECT WILL BE PRESENTED TO CUSTOMER FOR FINAL APPROVAL.				
GAMD33	Metal Detector, 33 Zone		1	6,595.00	6,595.00T
GASS6	Superwand Handheld Metal Detector		1	295.00	295.00T
Professional Services	Professional Services		1	1,000.00	1,000.00T

SEND APPROVED PURCHASE ORDER TO
Angie Gentry agency@myshield.org
Joe Dunn accounting@myshield.org

Prices on this proposal are guaranteed for 30 days

Date: _____	CUSTOMER PO #	Subtotal	\$7,890.00
Offer accepted and approved	GOING THROUGH COOP ?	COOP NAME _____	Sales Tax (0.0%) \$0.00
Signature	_____	Total	\$7,890.00

E-RATE CERTIFIED



MEMO

To: Mayor and City Council Members
From: Matt Woodard, Director of Public Works
Date: September 12, 2023
RE: **August Monthly Report**

Public Works Department

Street and Public, Parks, and Maintenance Department

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

Water and Wastewater Department

In August, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. The Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains. All mixers at the Wilbarger Wastewater Plant are back in operation. Pump 1 is now back online after rehab work. Employee Gionni Solorio received his C Wastewater Operators License.

Water Production & Purchase

In August, 48% of the water we supplied to our residents was from our wells, and we purchased 52 % from EPCOR and Manville WSC.

Population

City of Manor- 20,417

Shadowglen- 7,543

CITY OF MANOR
CAPITAL PROJECT STATUS REPORT
PUBLIC WORKS DEPARTMENT
August 30th, 2023

PROJECT NAME	PROJECT DESCRIPTION	MONTHLY ACTIVITY	PERCENT CONSTRUCTION COMPLETE/PHASE
Cottonwood Creek Wastewater Collection System Improvements Project 14621 – Addendum #49	Gravity wastewater lines and lift station to serve Cottonwood Creek Basin and Cottonwood Creek Tributary Basin	GBA has been in contact with the contractor to finish the remaining punch list items.	99%
Bastrop/Parsons Gravity Main 14627 – Addendum #56	12" gravity wastewater main	Still waiting for the Geotech report. GBA has not reached out to the surety representative.	99%
Pavement Management Program 14843 - SOW No. 3	Pavement Assessment and Management Program	PMP has been signed and sealed and will present to the council in September. 80/20 forecast conducted.	Draft copy presented to City Staff. Final draft to be presented to Council at September 6 meeting.
Cottonwood Creek Phase 2 Wastewater Line Extension 14693 - SOW No. 5	The northern extension of the gravity wastewater line in Cottonwood Creek Basin	Construction started back up on 8/8.	Construction Phase - Precon with JL Gray to be held today.
Manor Commercial Park WW Collection System 15072 – SOW No. 7	Phased wastewater collection system improvements for the Beltex area	Finishing surveying and conducting field notes for easements. The amendment was approved on 7/19. Conducting an internal review of the design memo and OPC.	Construction Documents
Gregg Manor Road GST and Pressurization Facilities 15110 - SOW No. 10	Ground storage tank and water pressurization facilities for the EPCOR water delivery point	The bid opening took place on August 29, 2023.	Working on bid tabulation and contractor references. Meeting will be set up with City Staff regarding if any alternate bids will be accepted.
FM 973 and US 290 Water Lines, CIP W-15 & W-16 15110.01 - SOW No. 10	Water line extensions along FM973 and US 290	Working on easements. Waiting on Manville's response to the email regarding easement approval. Verbal approval was previously given. Need something in writing.	Working on easement acquisition

Bell Farms and Presidential Glen LS Imp, CIP-2 & CIP-3 15110.02 - SOW No. 10	Upgrades to the Bell Farms and Presidential Glen lift stations to provide capacity for new growth	The change order for the items below will go before the council on September 6 th . Schedule: Bypass will be in Q4. Generators approx October 1. Authorized purchase of genset for Pres. Glen, add HVAC to control panels, cancellation fee for original (late delivery) Bell Farms genset – change order. Working on a solution for control panel configuration. Working on access easement for West Elgin property.	Under construction.
Cottonwood Creek West Tributary WW Improvements 15128 - SOW No. 12	Wastewater CIP Line in Cottonwood Creek West Tributary Basin	Working on 100% plans, specs, and bid documents. All Easements are projected to be in hand on September 25 th . Sent contract documents to legal. Anticipate bid advertisement end of September.	Construction documents 100%.
Cottonwood Creek WWTP Phase II Expansion 15283 - SOW No. 9	Developer-funded expansion of the plant	Finish prefinal design. Incorporating City comments, including retrofits to Phase 1. Sent contract documents to legal.	Construction Documents 95%
Cottonwood Creek WWTP Phase III Grant Project 15130 - SOW No. 9A	Grant-funded expansion of the Cottonwood Wastewater Treatment Plant	All grant-required preliminary engineering is complete. Grant Admin. waiting on the executed purchase agreement for the plant site to submit an application package.	Design Phase Engineering
Wastewater Collection and Treatment Master Plan 15320 - SOW No. 14	Major Goals: Develop & calibrate sewer model; Use model to estimate timing & location of capacity needs; Develop & choose improvement alternatives to address capacity needs	In progress: Growth projections Model Development	Study Phase
Water Distribution System Master Plan 15317 - SOW No. 15	Contract approved at September 7 Council Meeting.	Began working on the Water master plan draft report. In progress: Growth projection scenarios Alternative water source	Report Phase

2022 Community Impact Fee (CIF) Program Update 15312 - SOW No. 18	Update to the impact fee program	Water and Wastewater fees were presented to Council on July 5. Roadway Impact Fee - Working on finalizing the service unit calculations and project list in order to calculate the impact fees for each service area.	The next meeting will be on September 13, 2023
Gregg Lane Ground Storage Tank and Pressurization Facility 15318 - SOW No. 20	Contract approved at September 7 Council Meeting.	Preliminary layout complete. Received ROE. Reviewing geotech report.	Preliminary engineering.
FY2022 Bond-Funded Water, Wastewater, and Roadway Improvement Project XXXXX - SOW No. 23	Contract approved at September 7 Council Meeting.	The project includes 973 Water Line, Cottonwood Creek Phase 3, and Hill Lane Improvements. Hill lane – construct Entrada entrance first, update on a drainage easement location for outfall. Currently working on FM 973 N waterline alignment and obtaining easements.	Working on the preliminary layout for FM 973 (north) Waterline. Right of Entry documents have been completed. Survey will be out onsite within the next couple of weeks.
Cottonwood Creek WWTP Permit Amendment 15402.00 - SOW No. 24	Permit Amendment to expand permit from 0.5 MGD to 0.8 MGD	Permit review payments to TCEQ, Mayor signed the permit application package the week of May 1 st , permit application package was submitted to TCEQ the week of May 8. Received complete approval. Notices were posted, documentation for notices was sent to board 8/29	Permit Submittal
FY2022 Cap Metro Paving Project 15451 – SOW No. 25	Paving project improvements using allocated Cap Metro Funding	Bid opening held on July 7, 2023. Contract approved by Council at August 2, 2023 meeting.	Precon held and NTP issued. Contractor to start after Labor Day.
One-Time BCT Cap Metro Funding Paving Project 15452 – SOW No.26	Paving project improvements using allocated one-time funding from Cap Metro	Working on alternative projects to possibly take the place of Gregg Manor.	Plans are 90% complete.

Streets and Parks Monthly Report August 2023

Daily Duties and Projects 8-1-2023 / 8-31-2023

Streets Maintenance

Removed base failure and prepped new base for pavement repair at 307 W. Townes.

Prepping ROW to lay down synthetic grass on Lexington Street.

Layed down synthetic grass on Lexington Street along the ROW and completed the project.

Prepping large cracks on E. Wheeler with sand to crack seal.

Replaced faded “Stop” sign at Caldwell and W. Wheeler St.

Finished striping Joyce Turner Dr.

Placed address signs on Sparks Run 15308- 15200.

Installed 2 new Stop signs on N. San Marcos St., E. Wheeler and Eggleston St.

Parks Maintenance

Removed the granite rock under the gym equipment at Jennie Lane Park and installed synthetic grass.

Cut down dead and removed a tree in the ROW channel in Bell Farms.

Completed cyber security training for staff.

Installed checkers game table at Manor Art Park.

Trimmed trees along fence line at the cemetery.

Table setups and take downs at city hall as requested.

Irrigation repair at PD.

Power washed city hall twice South and East side of the building.

Weekly irrigation checks.

Playground and playscape monthly safety checks.

Scheduled weekly park mowing maintenance completed.

Friday Afternoons Bulk Drop Off for city residents.

Scheduled weekly park rounds at park facilities completed.

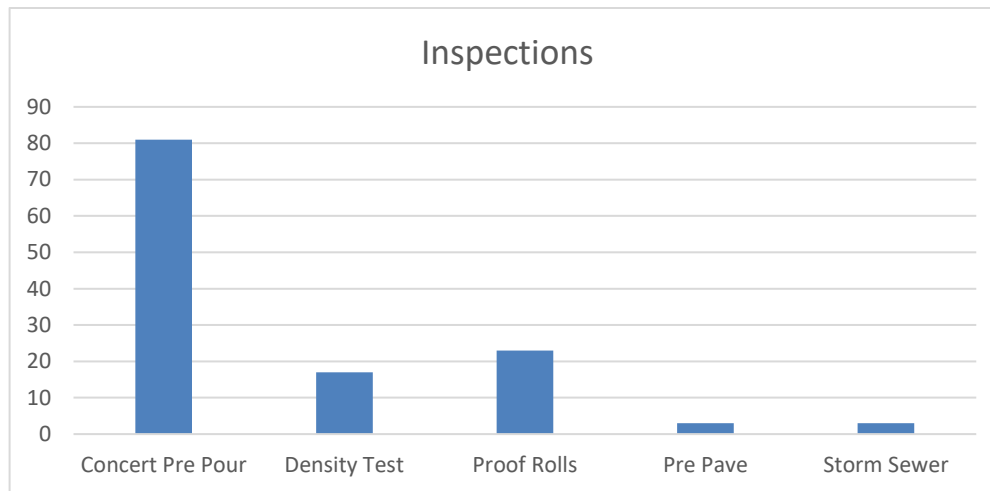
Scheduled weekly (ROW) Right of Way mowing completed.

Weekly vehicle & equipment checks and maintenance.

MS4 Storm Drain Inspections monitored New/Construction under Warranty

874 - inspections done this month.

3 - MS4 reports submitted this month as required by TCEQ.



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

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

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

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

Manor Heights Phase II Sec. 1- Homes are being built.

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

Manor Heights Phase II Sec.2- Contractor in building process.

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

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

Manor Heights Phase 4 – Development process.

LA Mexicana –Development process.

North Forest Office Building – Building process.

Manor New Tech – Building process.

Manor Crossing (Butler Tract)- Development process.

Logos Phase 3- Waiting for homes to be built.

Logos Phase 4- Homes are being built.

Logos Phase 5- Waiting to build houses.

Logos Phase 5- Walkthrough has been completed.

Lagos Phase 2- Homes are being built.

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

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

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

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

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

Palomino Subdivision – Waiting to be built.

Presidential Glen Commercial WW – In
building process.

Manor Heights Medium Density -Not started.

9910 Hill Lane Apartments - Building process

Presidential Glen Townhomes – Not started.

Sherwin Williams - Building process.

Las Entradas Section 3- Building process.

Las Entradas Section 4 – Building process.

109 Lexington Apartments – Building process.

Manor Town apartments Phase 2 –
Development process.

The Lex at FM 973 and Murchison – Not
started.

Valvoline – Development process.

Holley Smith Phase 1A – Not started.

Eggleston Extension – Development process.

The View at Manor Apartments – Not started.

Eggleston Extension – Development process.

Cemetery Report

August 3, 2023- Checked and walked through the cemetery.

August 7, 2023 – Checked and walked through the cemetery.

August 9, 2023 – Checked and walked through the cemetery.

August 15, 2023 – Checked and walked through the cemetery.

August 16, 2023 – Emailed Lance to install additional two “Do Not Park on Grass” signs. Due to having vehicles driving next to gravestones.

August 18, 2023 – Checked and walked through the cemetery.

August 21, 2023 – Met with Lance to discuss installing additional signs and barriers to prevent visitors from driving into gravestones.

August 24, 2023 – Checked and walked through the cemetery.

August 29, 2023 –Checked and walked through the cemetery.

WATER/WASTEWATER MONTHLY REPORT AUGUST

WASTEWATER	TASK COMPLETED
SERVICE CALLS	10
TAPS	1
LINES LOCATED	4
SEWER BACKUP	2
CLEANOUTS/SERVICE R	3
WATER	TASK COMPLETED
SERVICE CALLS	107
WATER LEAKS SERVICE LEAKS	4
CUSTOMER LEAKS	20
NEW SERVICE TAPS	1
WATER MAIN REPAIRS	7
HYDRANT FLUSHED	38
HYDRANT REPAIR/REPLACED	
ANGLE STOPS REPLACED	
LINES LOCATED	4
MANVILLE BROWN WATER	1
MANVILLE PRESSURE	
BROWN WATER	5
WATER PRESSURE	5
WATER TURN ON/OFF	2
METER BOX	
INSPECTIONS WATER/ WASTEWATER	TASK COMPLETED
SITES INSPECTED	240
MANHOLES INSPECTED	15
MANDRELS	25/1737 FEET
WATER PRESSURE TESTED	1/4757 FEET
CONSTRUCTION METER SET	2
CONSTRUCTION METER DISCONNECT	3
INSPECTED SEWER TAPS	1
FLOW TEST	5



MEMO

To: Mayor and City Council Members
From: Tracey Vasquez, Human Resources Director
Date: September 20, 2023
RE: **August 2023**

Meetings and Events:

Manor Night Out

August 3, 2023- Logistics

HR Workshop Roundtable Meeting

August 10, 2023

August 24, 2023

Staff Meetings

August 1, 2023

August 8, 2023

City Council Meetings

August 02, 2023- Executive Session

August 16, 2023- Executive Session

August 28, 2023- Called Special Session

August 2023

- August 3- Interview for Utility foreman position.
- August- Health and Wellness update with TML benefits.
- August 9- NEO Gov meeting regarding online toolsets for HR on-boarding, recruitment, and data flow information tracking.
- August 11- Module demonstration with Tyler Technologies for Human Resources.
- August 12- Annual summer team building event held at Typhoon Texas.
- August 17- Interview and expectations for current employee moving to a new department.
- August 17- Human Resources meeting with Lieutenant Allen.



MEMO

- August 18- McGrath meeting with Malayna regarding compensation questions from Council.
- August 21- 25 Annual Crime Records Conference Corpus Christi
- August 22- on-line ZOOM CoHort Certificate class for SCP- Shrm.
- August 23- Teams Meeting with TML Health and Wellness Benefits.
- August 29- on-line ZOOM CoHort Certificate class for SCP- Shrm.
- August 31- Human Resources meeting with Chief Phipps.
- Day to day operations of the Human Resources department regarding property, liability, and worker's comp insurance. Assisted employees with specific needs regarding benefits claims, FMLA, and training schedules.



MEMO

To: Mayor and City Council Members

From: Phil Green, IT Director

Date: September 20, 2023

RE: **August Monthly Report**

The following are accomplishments from the month of August

1. Waiting for branding to be completed to finish the move to manortx.gov
2. New registrar for .gov that needs to be verified.
3. Move to AT&T Fiber TBD
4. Evaluation move to AT&T for phones and cellular. Lawyers have reviewed. Waiting for the Internet services project to complete.
5. Axon roll out at PD started.
6. Implemented offsite backup storage.



MEMO

To: Mayor and City Council Members
 From: Lluvia T. Almaraz, City Secretary
 Date: September 20, 2023
 Re: **August 2023**

City Records Obtained and Processed:

ACTIVITY	DESCRIPTION	Jan	Feb	Mar	Apr	May	June	July	Aug
City Council Agendas	City Council meetings & workshop agendas prepared & posted in accordance with Local Government Code.	4	5	3	4	4	3	3	4
Council Minutes	Minutes recorded, prepared, approved, archived	4	5	3	4	3	3	4	3
Ordinances	Ordinances written, processed, &/or published and forward to Municode for Code Supplement	0	6	4	3	5	5	1	6
Resolutions	Resolutions written & processed	0	3	5	3	7	7	1	2
Proclamations /Recognitions	Proclamations & Recognitions, written & presented	0	2	2	1	4	0	1	0
Bids	Bids advertised, received, tabulated, awarded, recorded	1	0	0	0	0	0	1	1
Boards & Commissions appointments	Board appointments implemented & completed; appointments recorded	4	0	0	1	0	0	0	0
Contracts & Agreements	Contracts & Agreements approved & executed	2	1	14	10	8	17	10	6
Open Records Requests	Number of Open Records Requests processed (within 10 days as required)	64	32	47	38	41	66	60	73



MEMO

COUNCIL MEETINGS

- Council Regular Meetings – August 2nd and August 16th
- Council Workshops – August 8th and August 28th

TRAINING/OTHER MEETINGS

- Laserfiche/CDI Records Management Meeting – August 1st
- Texas Municipal Clerks Association (TMCA) Webinar Training – August 4th
- TMCA Athenian Dialogue Session – August 23rd (Georgetown, TX)
- TMCA Seminar, Legislative Update – August 24-25th (Georgetown, TX)

COMMUNITY/EMPLOYEE EVENTS

- Employee Summer Bash – August 12th

OTHER

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a License and Maintenance Agreement with Lagos Residential Community, Inc. for the construction, improvement, installation, and maintenance of landscaping.

BACKGROUND/SUMMARY:

The HOA, through Pulte (homebuilder) would like to install shrubbery screening around the city lift station in Lagos. This involves installing the shrubs on city property and this license agreement would permit that installation and obligate the HOA to maintain the landscaping.

LEGAL REVIEW: Yes, Deron Henry, Assistant City Attorney
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- License Agreement

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve a License and Maintenance Agreement with Lagos Residential Community, Inc. for the construction, improvement, installation, and maintenance of landscaping.

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

CITY OF MANOR LICENSE AGREEMENT

This License Agreement (the “Agreement”) is made and entered into on this the 12th day of July, 2023 (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 LAGOS RESIDENTIAL COMMUNITY, INC. a Texas nonprofit corporation (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

RECITALS:

WHEREAS, The Lagos Subdivision contains publicly-owned land; and

WHEREAS, the City desires to authorize the Licensee permission to enter and use publicly-owned land within the Lagos 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 Lot 24, Block R, Lagos Phase 4 & 5, according to the plat recorded as Doc. No. 202200060 in the plat records of Travis County, Texas, as more particularly shown and described in Exhibit “A” attached hereto (the “Improvements”).

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

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

2.03. Licensee agrees that: (a) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) that all construction and installation of the Improvements will be completed in a timely manner without delay; (c) the

Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the Improvements permitted under this Agreement.

III. FEE

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

IV. CITY'S RIGHTS TO LICENSED PROPERTY

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

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

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, 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 require all contractors, contractor's agents and assigns of the Licensee, at their 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's contractors, subcontractors, and contractor's agents and assigns, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. The contractors, contractor's agents and assigns of the 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 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 upon demand by the City.

5.02 Licensee shall require that the insurance described in Section 5.01 canceled nor permit any

insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and maintained by the Licensee's contractors, contractor's agents and assigns under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall cause to be provided 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 and Licensee's contractors, contractor's agents and assigns under this Agreement, including any acts or negligent omissions of the Licensee's contractors, contractor's agents and assigns, 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:
Lagos Residential Community, Inc.
FirstService Residential
5316 West US 290 Service Road, Ste. 100
Austin, TX 78735

with a copy to:
Alex S. Valdes
Winstead PC
401 Congress Ave., Ste. 2100
Austin, TX 78701

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.

ACCEPTED this the _____ day of _____, 20____.

THE CITY:
CITY OF MANOR

Scott Moore, City Manager

ATTEST:

By: _____

Name: Lluvia T. Almaraz, TRMC
 Title: City Secretary
 STATE OF TEXAS

§
 §
 §

COUNTY OF TRAVIS

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

 Notary Public, State of Texas

LICENSEE:

LAGOS RESIDENTIAL COMMUNITY, INC.

By: _____
 Name: Jordan Dwyer
 Title: Director

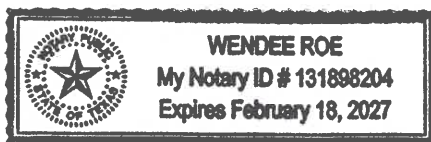
09.05.23

STATE OF TEXAS

§
 §
 §

COUNTY OF Travis

This instrument was acknowledged before me on this 5 day of September, 2023, by Jordan Dwyer, as Director of Lagos Residential Community, Inc., a Texas nonprofit corporation on behalf of said corporation.



Wendee Roe
 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]

Wax Myrtle

Baccarac Ln

COMPLETED BY: Red & White Greenery
SCALE: $\frac{3}{32}$ " = 1'-00"

13201 BACCARAC LANE--MANOR, TX



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Frank T. Phelan
DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an amendment to a Statement of Work No. 9 for the Cottonwood Creek Wastewater Treatment Plant, Phase III project.

BACKGROUND/SUMMARY:

This amendment is for additional preliminary engineering work required for the submission of an updated application to EDA for the Phase III plant expansion project funding. In the interval, since the first application package assembly acquisition of the plant site has occurred, a new application must be submitted to EDA under the current FY2023 funding cycle. Additionally, modifications to the Phase II plant design requested by the city will affect the Phase III project and therefore preliminary plans must be updated accordingly for the application package.

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

- Exhibit A, Statement of Work No. 9B
- Form 1295

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and award Statement of Work #9B to George Butler Associates, Inc. for the Cottonwood Creek Wastewater Treatment Plant Phase III Improvements project in the amount of \$8,100.00.

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

EXHIBIT A**Statement of Work (SOW) No. 9B****TO MASTER SERVICES AGREEMENT**

Statement of Work No. 9B, an amendment to Statement of Work No. 9 to the Master Services Agreement between the City of Manor, Texas, as CITY, and George Butler Associates, Inc., as ENGINEER, dated October 7, 2020.

Through this SOW, CITY hereby authorizes ENGINEER to undertake the work assignment described in the following said assignment, to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Professional Engineering Services to update and revise preliminary engineering report for grant application for the City of Manor application for Economic Development Administration FY 2023 American Rescue Plan Act Economic Adjustment Assistance for the Cottonwood Creek Wastewater Treatment Plant Phase III Expansion.

SCOPE OF SERVICES:**TASK 9: PRELIMINARY ENGINEERING REPORT REVISIONS AND UPDATES**

Generate and submit revised Preliminary Engineering Report sections including project overview, reclaimed water, project constraints, project permits, project schedule, watershed and service area map, FEMA Floodplain Exhibit, Grading Plan, Sheets 4-7, 10, 11, 13, 24, & 29, opinions of probable construction cost, project schedule GANTT chart and updated description of project benefits.

ADDITIONAL SERVICES:

Services specifically excluded under this Agreement include:

1. Easement acquisition services.
2. Re-designs after first approval or due to changes in regulatory criteria or Owner options.
3. Topographic or boundary surveys or survey corrections, easement surveys and field notes/descriptions.
4. Design or survey services for other improvements, conveyances, or utilities other than listed.
5. Site development plans.
6. Permitting not specifically listed, payment of review fees, filing fees, permit fees, advertising fees, service commitment charges, aid to construction or other similar charges.
7. Inspection or testing services.
8. SWPPP or TPDES permits.
9. Permitting Support.
10. Construction phase services not specifically listed.
11. Any designs or reports not specifically listed.
12. Additional meetings and site visits not specifically listed.
13. Any other service not specifically listed.

COMPENSATION:

TASK 9. FEE: \$8,100.00

CITY OF MANOR, TEXAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____

By: Frank T. Phelan

Date: _____

Date: 9/12/2023

PN: 15130.00

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 10.

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:
2023-1071453

Date Filed:
09/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

George Butler Associates
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.

2023-64
Cottonwood Creek Wastewater Treatment Plant, Phase III project

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 Frank T. Phelan, and my date of birth is 6/29/1965.

My address is 1117 Paint Brush Tr., Cedar Park, TX, 78613, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 13th day of September, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

280



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

BACKGROUND/SUMMARY:

A public hearing was conducted on August 16, 2023, at City Hall Chambers located at 105 E Eggleston St. Manor, TX 78653 at 7 p.m. Council voted 4 to 3 in favor of the adoption of the Ordinance. Adoption of a tax rate that exceeds the no new revenue tax rate (which is .6763) requires approval by 60% of the Council, which is 5 members. Therefore, Ordinance No. 716 was not adopted at the August 16th meeting. On Monday, August 28, the Council held a workshop on the question of issuing tax notes for FY 23/24. The Council decided against the issuance of the tax notes and voted to continue with the process to consider the adoption of the proposed tax rate described below.

The proposed Tax rate for FY 2023-2024:

Operation & Maintenance (O&M)	.4802
Debt Service	.1987
Total Tax Rate	.6789

On September 6, 2023, the City Council approved the reconsideration of Ordinance Number 716, levying Ad Valorem taxes for the use and support of the municipal government of the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

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

- Ordinance No. 716
- Form 50-856

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve Ordinance No. 716 for FY 2023-2024 Property Tax Rate

"I move that the property tax rate be decreased by the adoption of a tax rate of \$0.6789 on each \$100.00 valuation of property, which is effectively a 10.03% decrease in the tax rate."

PLANNING & ZONING COMMISSION: Recommend Approval Disapproval None

ORDINANCE NO. 716

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND ESTABLISHING WHEN TAXES SHALL BECOME DUE AND SAME SHALL BECOME DELINQUENT, IF NOT PAID.

WHEREAS, the City Council of the City of Manor, Texas approved the annual budget for the municipality's fiscal year beginning October 1, 2023, and ending September 30, 2024; and

WHEREAS, it is necessary that an Ordinance be passed levying an ad valorem tax on all property, real and personal, within the corporate limits of the City of Manor, Texas in accordance with such annual budget and the Texas Tax Code; and

WHEREAS, the City Council conducted a public hearing to discuss a proposal to increase total tax revenues on August 16, 2023, and September 20, 2023 as provided by law;

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

Section 1. There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Manor, Texas (herein the "City") and to provide an Interest and Sinking Fund for the fiscal year 2023-2024, upon all property, real, and personal, and mixed, within the corporate limits of said City on January 1, 2024 subject to taxation, a tax of **\$0.6789** on each \$100.00 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

A. For the maintenance and operations of the municipal government (General Fund), **\$0.4802** on each \$100.00 valuation of property; and

B. For the debt service of the municipality (Interest and Sinking Fund), **\$0.1987** on each \$100.00 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE DECREASED BY 10.03% PERCENT. AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$273,027 HOME BY APPROXIMATELY \$41.22.

Section 2. Taxes levied under this Ordinance shall be due October 1, 2023 and, if not paid on or before February 1, 2024, shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor-Collector, as the assessor and collector for the City, is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas and Ordinances of the City, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be apportioned to the General Fund of the City. All delinquent taxes shall bear interest at the rate prescribed by State law.

Section 4. This Ordinance shall take effect and be in full force from and after its passage.

PASSED, ADOPTED, AND APPROVED on this ____ day of ____ 2023.

The motion to adopt was made by Councilmember _____, with the following language: "I move that the property tax rate be decreased by the adoption of a tax rate of \$0.6789 on each \$100.00 valuation of property, which is effectively a **10.03%** percent decrease in the tax rate."

The motion was seconded by Councilmember _____, and the result of the vote by the Council was ____ FOR, ____ AGAINST, and ____ ABSTAINING.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

City of Manor

512-272-5555

Taxing Unit Name

Phone (area code and number)

105 E Eggleston St Manor, TX 78653

www.manortx.gov

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,763,624,291
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,763,624,291
4.	2022 total adopted tax rate.	\$.7470 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2022 ARB values:	\$ 77,796,879
	B. 2022 values resulting from final court decisions:	-\$ 74,969,725
	C. 2022 value loss. Subtract B from A. ³	\$ 2,827,154
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value:	\$ 5,801,437.00
	B. 2022 disputed value:	-\$ 580,144.00
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 5,221,293
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 8,048,447

¹ Tex. Tax Code §26.012(14)² Tex. Tax Code §26.012(14)³ Tex. Tax Code §26.012(13)⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,771,672,738
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 0 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 0 C. Value loss. Add A and B. ⁶	\$ 5,060,147
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 5,060,147
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 3,574,060
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,763,038,531
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 13,184,516.33
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 14,618.50
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 13,184,516.33
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 1,874,671,097 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 1,447,735 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 8,483,281 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 1,864,740,081

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>236,699,338</u>	
	B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u>	
	C. Total value under protest or not certified. Add A and B.	\$ <u>236,699,388</u>
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>2,101,439,419</u>
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ <u>152,1159,241</u>
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ <u>152,159,241</u>
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ <u>1,949,280,178</u>
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>.6763</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ <u>0</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ <u>.5090</u> /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,771,672,738</u>

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	9,017,814.24
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 9,960.93 B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 128103.75 C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 118,142.82 E. Add Line 30 to 31D.	\$ 8,899,671.42
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,949,280,178
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$.4565 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0 B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ 0 B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0 B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ 0 B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$.4565 /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 0 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0 /\$100 C. Add Line 40B to Line 39.	\$.4565 /\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$.4724 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ <u>0</u> /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ <u>4,177,523.50</u> B. Subtract unencumbered fund amount used to reduce total debt. - \$ C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ D. Subtract amount paid from other resources - \$ E. Adjusted debt. Subtract B, C and D from A.	\$ <u>4,177,523.50</u>
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>0</u>
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ <u>4,177,523.50</u>
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ <u>100</u> % B. Enter the 2022 actual collection rate. <u>100</u> % C. Enter the 2021 actual collection rate. <u>101</u> % D. Enter the 2020 actual collection rate. <u>100</u> % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	<u>100</u> %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>4,177,523.50</u>
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>.1987</u> /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>.6711</u> /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ <u>0</u> /\$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ <u>0</u> /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ <u>0</u>
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ <u>0</u>
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ <u>0</u> /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>.6763</u> /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ <u>0</u> /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>.6711</u> /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ <u>.6711</u> /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ <u>0</u>
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ <u>0</u> /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ <u>.6711</u> /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63. Year 3 component.	Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>.7355</u> /\$100 As applicable: Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control)	
B.	Unused increment rate (Line 66)..... \$ <u>0</u> /\$100	
C.	Subtract B from A \$ <u>.7355</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>.7470</u> /\$100	
E.	Subtract D from C..... \$ <u>-.0115</u> /\$100	
64. Year 2 component.	Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>.7667</u> /\$100 As applicable: Line 49, Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control)	
B.	Unused increment rate (Line 66)..... \$ <u>.0054</u> /\$100	
C.	Subtract B from A \$ <u>.7613</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>.7827</u> /\$100	
E.	Subtract D from C..... \$ <u>-.0214</u> /\$100	
65. Year 1 component.	Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate \$ <u>.8215</u> /\$100 As applicable: Line 47, Line 50 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control)	
B.	Unused increment rate..... \$ <u>0</u> /\$100	
C.	Subtract B from A \$ <u>.8215</u> /\$100	
D.	Adopted Tax Rate..... \$ <u>.8161</u> /\$100	
E.	Subtract D from C..... \$ <u>.0054</u> /\$100	
66. 2023 unused increment rate.	Add Lines 63E, 64E and 65E.	\$ <u>0</u> /\$100
67. Total 2023 voter-approval tax rate, including the unused increment rate.	Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>.6711</u> /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ <u>.4565</u> /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>2,101,439,419</u>
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>.0237</u> /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>.1987</u> /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ <u>.6789</u> /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u> /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ <u>0</u> /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ <u>0</u> /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ <u>0</u>
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0</u>
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ <u>0</u> /\$100

⁴⁶ Tex. Tax Code §26.042(b)⁴⁷ Tex. Tax Code §26.042(f)⁴⁸ Tex. Tax Code §26.042(c)⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$.6763 /\$100

As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: _____

Voter-approval tax rate. \$.6711 /\$100

As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: _____

De minimis rate. \$.6789 /\$100

If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

**print
here** ▶

Lydia M. Collins

Printed Name of Taxing Unit Representative

**sign
here** ▶


Taxing Unit Representative

8/5/2023

Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on an ordinance adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

BACKGROUND/SUMMARY:

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

- Ordinance No. 718

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve Ordinance No. 718 adopting the Annual Budget for the City of Manor for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

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

ORDINANCE NO. 718**FY 2023-2024 ANNUAL BUDGET ORDINANCE**

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, ADOPTING AN ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Manor, Texas (the "City") has submitted to the City Council a proposed annual budget of the revenues of said City and the expenditures necessary for conducting the affairs thereof, and providing a complete financial plan for FY 2023-2024, and which said proposed annual budget has been compiled from detailed information obtained from the several departments, divisions, and offices of the City; and

WHEREAS, the City Council has received said City Manager's proposed annual budget, a copy of which, along with all supporting schedules, have been filed with the City; and

WHEREAS, the City Council conducted a public hearing to discuss the proposed annual budget for FY 2023-2024 on September 6, 2023 and September 20, 2023, as provided by law;

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

Section 1. The proposed annual budget of the revenue of the City and the expenses of conducting the affairs thereof providing a complete financial plan for the ensuing fiscal year beginning October 1, 2023, and ending September 30, 2024, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", be and the same is in all things adopted and approved as the annual budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Section 2. The sums shown on Exhibit "A" are hereby appropriated from the respective funds for the payment of expenditures on behalf of the City government as established in the approved annual budget document for the fiscal year ending September 30, 2024.

Section 3. Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be and remain in full force and effect from and after its final passage and publication as herein provided.

ORDINANCE NO. 718

Page 2 of 3

PASSED, ADOPTED, AND APPROVED on this 20th day of September 2023.

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz,
City Secretary

ORDINANCE NO. 718

Page 3 of 3

Exhibit “A”

FY 2023-2024 ANNUAL BUDGET



Proposed Annual Budget Fiscal Year 2023-24

Original Budget Adopted: _____

Ordinance Number: _____

Amended Budget Adopted: _____

Ordinance Number: _____

FY 2022-2023		
BUDGETED REVENUES	BUDGETED EXPENSES	NET
13,826,933	1,766,619	12,060,314
-	1,010,592	(1,010,592)
1,512,341	4,138,912	(2,626,571)
3,156,273	1,368,994	1,787,279
40,000	1,027,666	(987,666)
419,079	596,512	(177,433)
131,999	6,331,462	(6,199,463)
-	942,605	(942,605)
100	253,475	(253,375)
-	296,034	(296,034)
-	338,199	(338,199)
-	-	-
19,086,725	18,071,070	1,015,655

4-Aug-23		
FYTD ACTUAL REVENUES	FYTD ACTUAL EXPENSES	NET
13,068,484	1,465,844	11,602,640
0	766,245	(766,245)
1,687,952	3,492,687	(1,804,735)
2,188,738	1,087,322	1,101,416
40,000	581,698	(541,698)
412,775	357,040	55,735
123,435	4,466,224	(4,342,789)
-	624,845	(624,845)
-	190,756	(190,756)
-	341,318	(341,318)
-	187,509	(187,509)
-	-	-
17,521,384	13,561,488	3,959,896

FY 2023-24		
BUDGET REVENUES	BUDGET EXPENSES	NET
15,207,946	1,514,282	13,693,664
-	1,085,379	(1,085,379)
1,307,474	4,152,408	(2,844,934)
2,428,521	1,511,043	917,478
-	1,112,045	(1,112,045)
420,437	599,483	(179,046)
118,651	7,068,810	(6,950,159)
-	996,302	(996,302)
-	1,179,411	(1,179,411)
-	301,471	(301,471)
-	277,500	(277,500)
315,105	-	315,105
19,798,134	19,798,134	-

FUND BALANCES	
ESTIMATED 30-Sep-23	PROJECTED 30-Sep-24

0	534,114	(534,114)
3,819,736	3,853,668	(33,932)
2,878,132	1,827,657	1,050,475
-	-	-
6,697,868	6,215,439	482,429

0	521,516	(521,516)
2,842,862	2,895,826	(52,964)
2,283,053	1,431,854	851,199
-	-	-
5,125,915	4,849,196	276,719

0	731,543	(731,543)
4,505,107	4,535,119	(30,012)
3,059,651	2,298,097	761,554
-	-	-
7,564,758	7,564,759	(1)

25,784,593	24,286,509	1,498,084
------------	------------	-----------

22,647,299	18,410,684	4,236,615
------------	------------	-----------

27,362,892	27,362,893	(1)
------------	------------	-----

5,060,640	5,060,639
-----------	-----------

4,176,713	4,178,063	(1,350)
-----------	-----------	---------

4,192,220	4,177,279	14,941
-----------	-----------	--------

4,188,697	4,177,524	11,174
-----------	-----------	--------

91,186	102,360
--------	---------

12,000	7,307	4,693
8,600	7,620	980
33,225	9,000	24,225
392,006	-	392,006
864,500	-	864,500
-	-	-
15,925,445	15,925,445	0
17,235,776	15,949,372	1,286,404

3,282	-	3,282
3,740	-	3,740
30,709	305,285	(274,576)
841,821	832,975	8,846
1,958,592	5,055,637	(3,097,045)
-	-	-
16,271,513	690,831	15,580,682
19,536,479	7,221,081	12,315,399

9,500	9,500	-
8,400	500	7,900
66,556	100,000	(33,444)
392,006	364,102	27,904
2,615,438	3,909,455	(1,294,017)
-	334	(334)
15,580,682	14,611,410	969,272
18,672,582	18,995,301	(322,719)

46,674	46,674
12,518	20,418
457,267	423,823
734,293	762,197
2,208,728	914,711
671,747	671,413
-	-
4,178,198	2,886,207

47,197,082	44,413,944	2,783,138
------------	------------	-----------

46,375,998	29,809,044	16,566,955
------------	------------	------------

50,224,171	50,535,718	(311,547)
------------	------------	-----------

9,330,024	9,018,477
-----------	-----------

The General Fund is the general operating fund and the largest fund of the city as it includes all traditional government services such general administration, street and drainage, maintenance, development services, police and courts, and parks.

The Utility Fund accounts for the city's water and wastewater enterprise. Unlike the general fund it operates as a proprietary fund functioning more like a business.

The Restricted Funds are used only for specific purposes. Revenues and payments are limited either by state law or local ordinance.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance amending Chapter 14 Zoning of the Manor Code of Ordinances to modify the 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

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

- Ordinance

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the first reading of an ordinance 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. ____

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				

ORDINANCE NO. _____

Page 2 of 4

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.

ORDINANCE NO. ____

Page 3 of 4

(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. ____

Page 4 of 4

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: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First 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

and Monarch Ranch, then cross Gregg Lane and extend north through the New Haven and Mustang Valley subdivisions to Anderson Lane ending at Schmidt Lane. Similar to Mustang Valley, New Haven and Monarch Ranch, the collector roads will have a 10' landscaping buffer along them and upgraded subdivision fencing with masonry columns.

TxDOT has provided and the developer has agreed in-lieu of a TIA they will extend the center turn lane from Tinajero to the northern connection of Suncrest with it tapering off past Suncrest. A right turn lane on southbound FM 973 will also be added. No signal is planned. Travis County also waived a TIA as the County roads that are being connected to within Shadowglen are built-out and no further improvements would be required. No existing city roads are being connected to so the city is not requiring a TIA as TxDOT has worked out the necessary mitigations with the developer.

P&Z voted 6-0 to recommend approval with modifications:

1. Amenity features are not within detention
2. Playscapes have shade structures
3. Add few additional parking spaces
4. Dog park is fenced

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: Yes

ATTACHMENTS: Yes

- Ordinance
- Final PUD Site Plan
- Aerial Image
- FLUM
- Commercial Corridor Dashboard
- Neighborhood Dashboard
- Mailing Labels and Notice
- Draft Development Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the first reading of 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.

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

ORDINANCE NO. _____

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.

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 ____ 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.**Page 4**

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.**Page 5**

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.

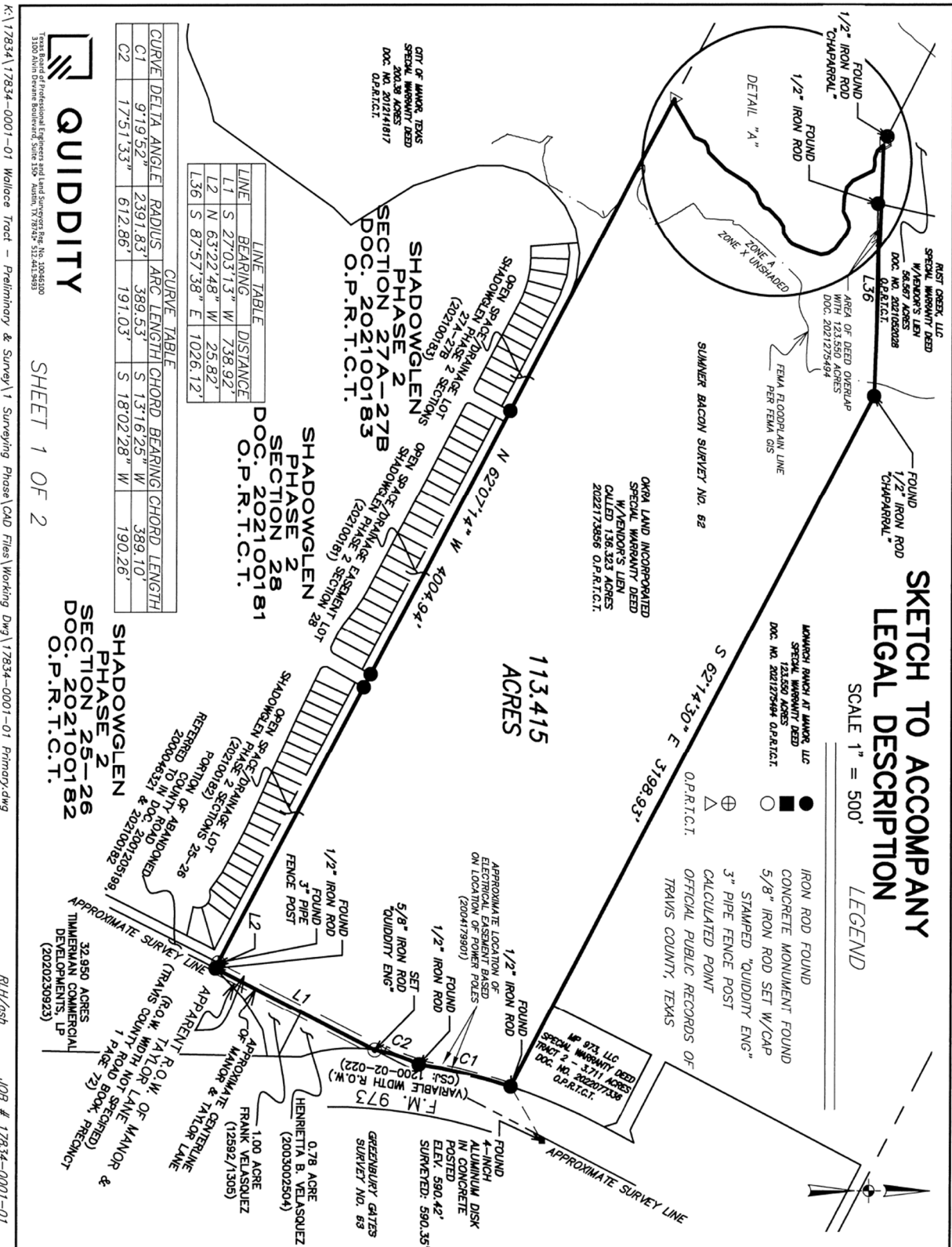

 Rex L. Hackett
 Registered Professional Land Surveyor No. 5573
 Email: rhackett@quidditty.com

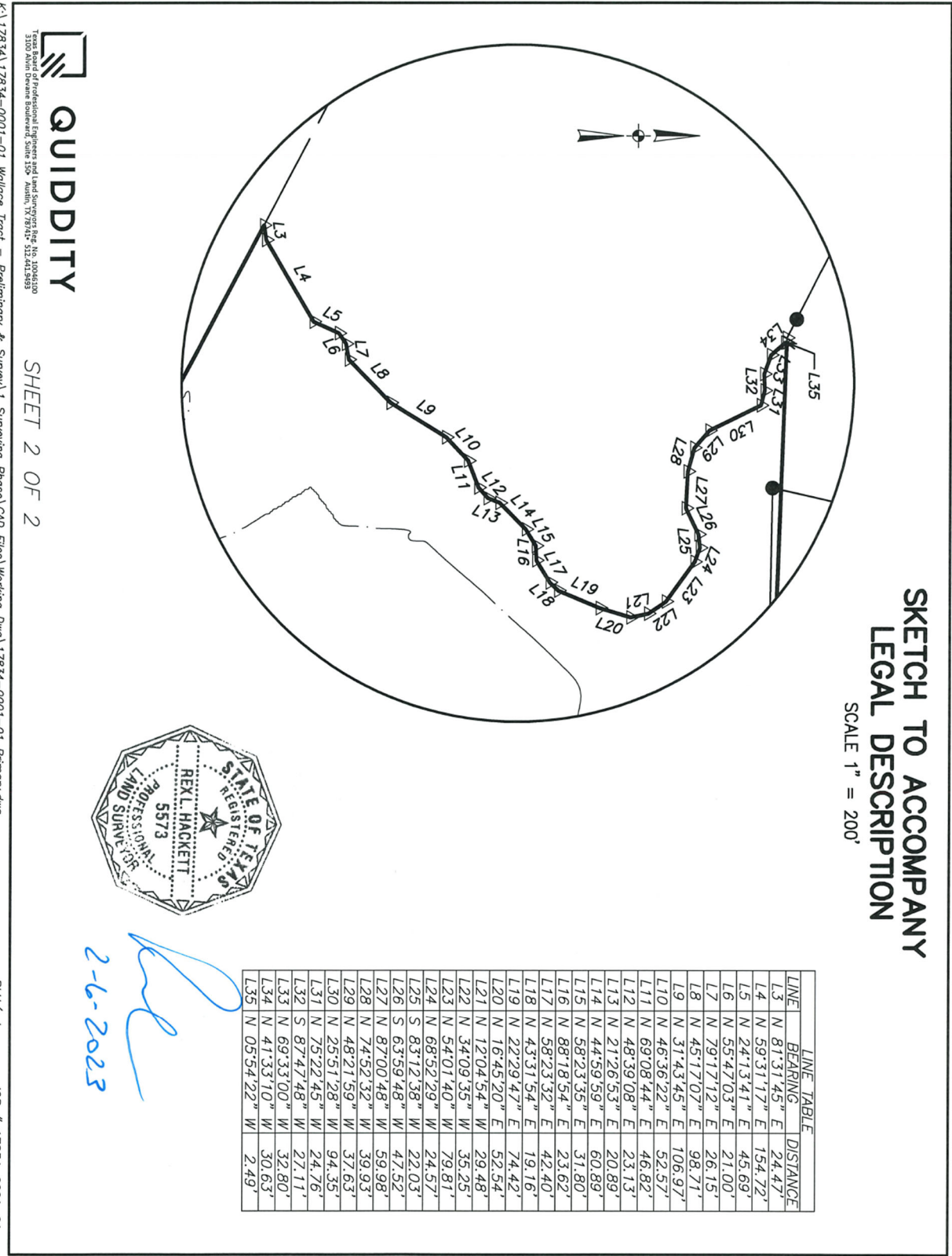
2-6-2023
 Date



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

ORDINANCE NO.





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

RLH/ash

JOB # 17834-0001-01

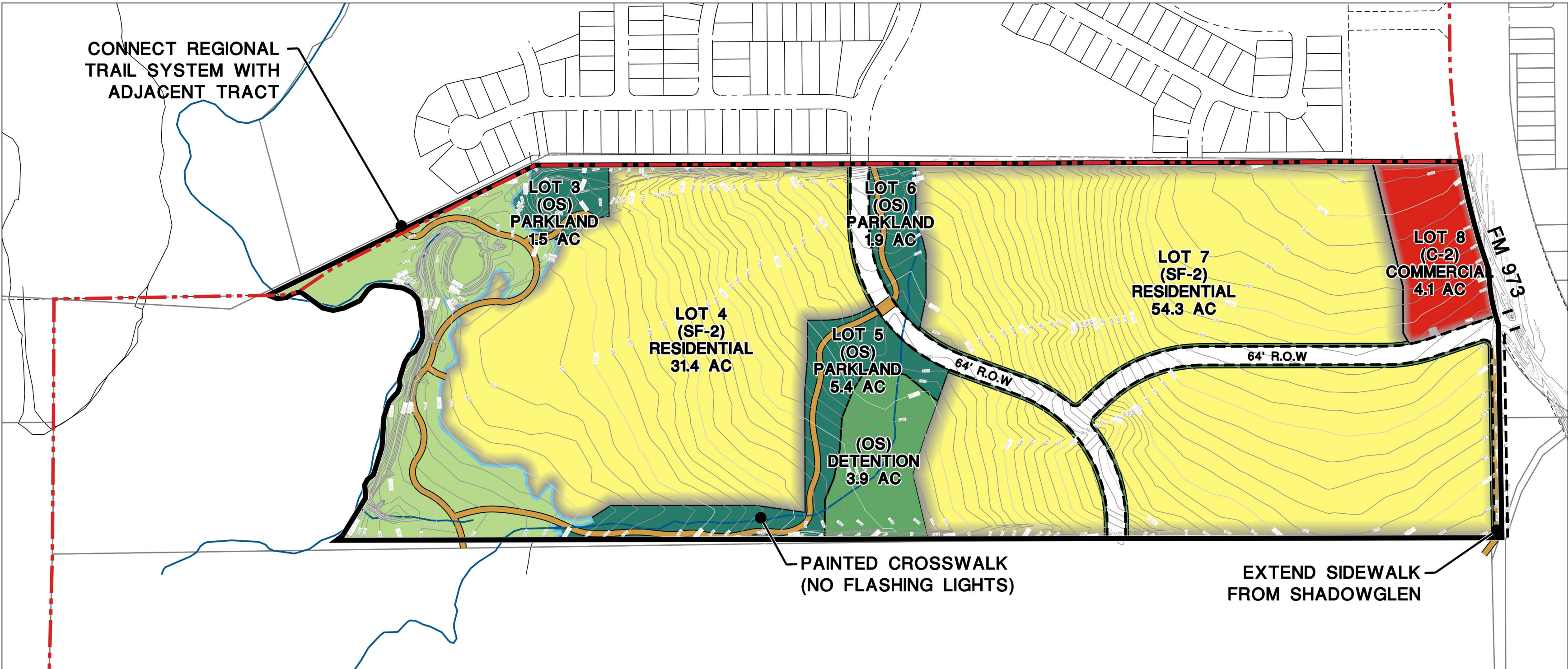
ORDINANCE NO.

Page 8

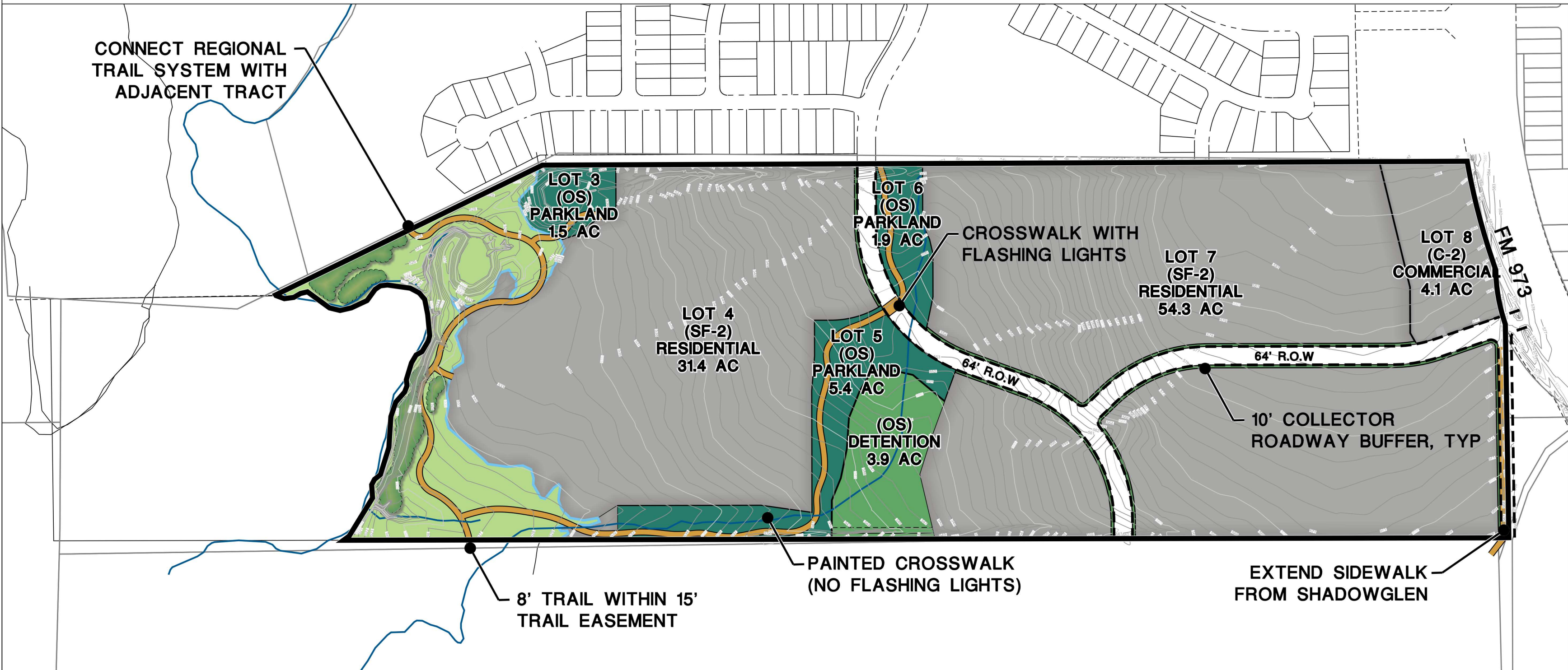
EXHIBIT “B”

Planned Unit Development Site Plan
[attached]





LAND USE PARCEL TABLE				LEGEND	
LAND USE	ACREAGE	LOTS	DENSITY		
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC		PLAN BOUNDARY
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS			PROPOSED RIGHT-OF-WAY
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS			CITY LIMITS
(OS) PARKLAND	8.8 ACRES	3 LOTS			8' TRAILS
(OS) DETENTION	3.9 ACRES	1 LOTS			
TOTAL	113.4 ACRES		2.9 DU/AC		



PARK PLAN

PARK LAND DEDICATION:

325

(number of dwelling units)

/66 x 1 =

4.9

(required park acreage)

8.8

(proposed park acreage)

8' CONCRETE TRAILS 4,733 L.F

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: 1,700 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.

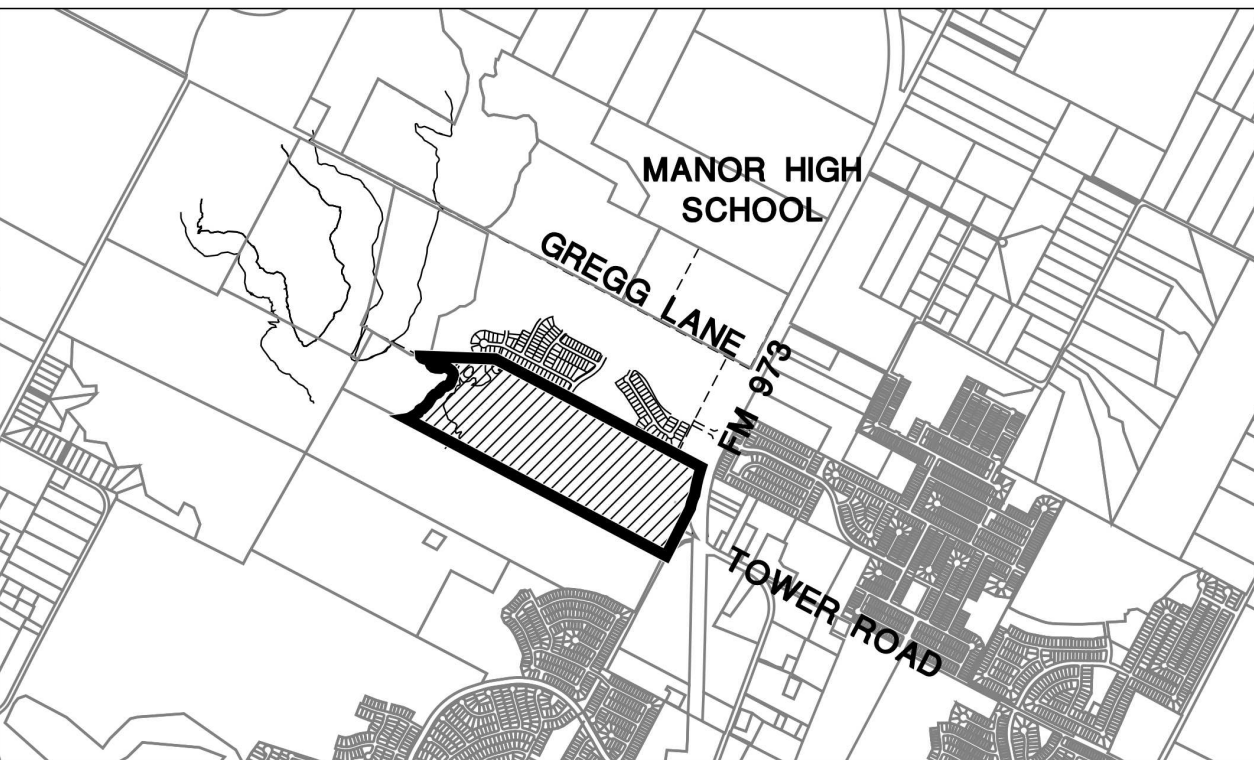
H. Parkland and Open Space

- 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.
 - Age 5-12 playground
 - Age 2-5 playground
 - Parking area with a minimum of 20 parking spaces
 - Minimum 10,000 square foot dog park (may be allowed within detention area)
 - 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.

VICINITY MAP
Scale: 1" = 1/2 Mile



Item 1.4.

SEC Planning, LLC
Austin, Texas
LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING
4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
T 512.246.7703
www.secplanning.com
Email : info@secplanning.com

OKRA TRACT
FINAL PUD SITE PLAN
MANOR, TEXAS

J:\220013-DWAL\Cadfiles\PLANNING\Submittals\PUID Site Plan

Issued:	
1. PUD Submittal	2/10/2023
2.	
3.	
4.	
5.	
Revisions:	
1. 3/29/2023	
2. 8/17/2023	
3. 8/25/2023	
4.	
5.	
Issue Date: 2/10/2023	

Drawn By: TW
Reviewed By: MB

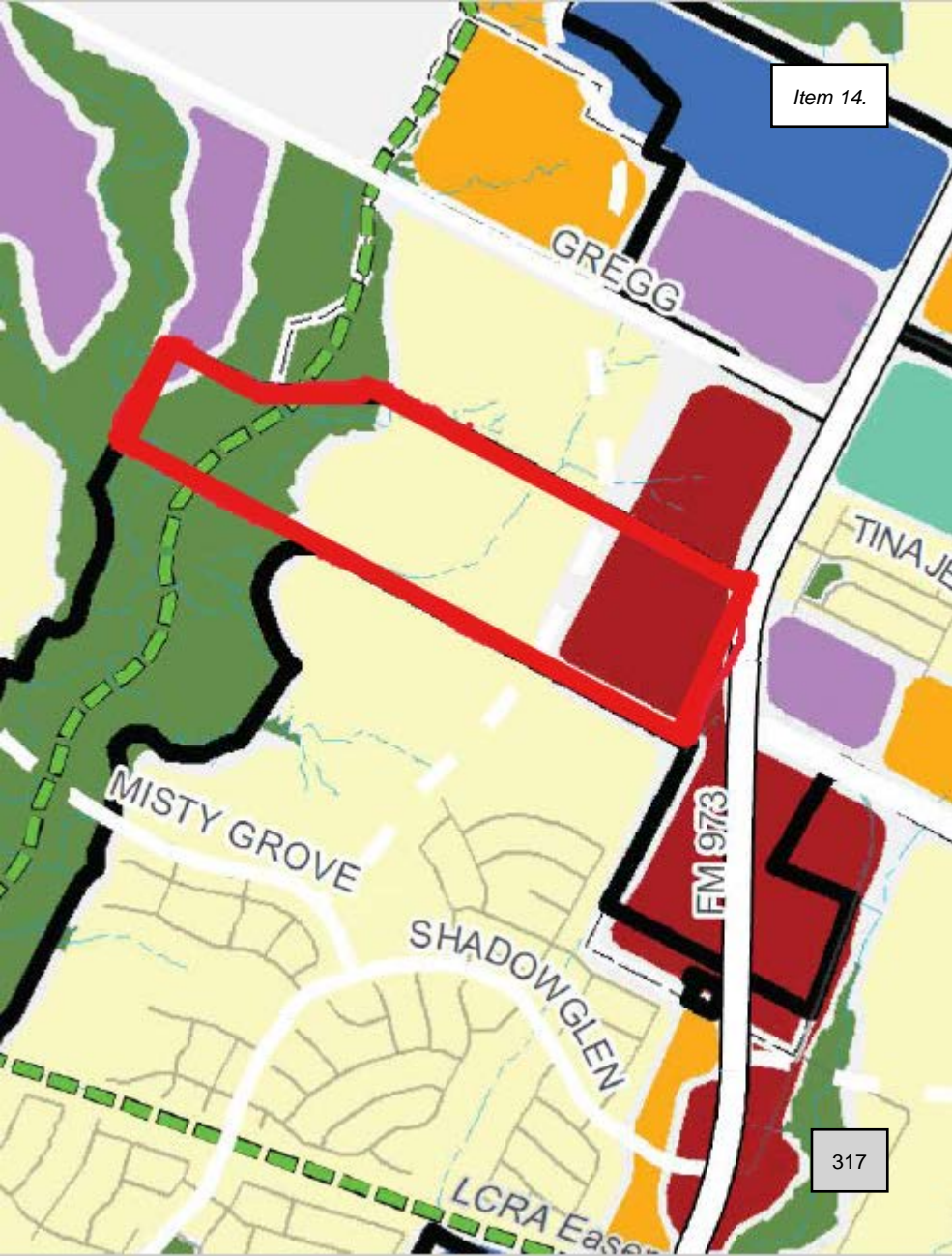
Project No.
220013 - BBGR

SHEET 1 of 1

The reproduction, copying or other use of this drawing without the written consent of SEC Planning, LLC is prohibited.
© 2023
SEC Planning, LLC



Item 14.



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.

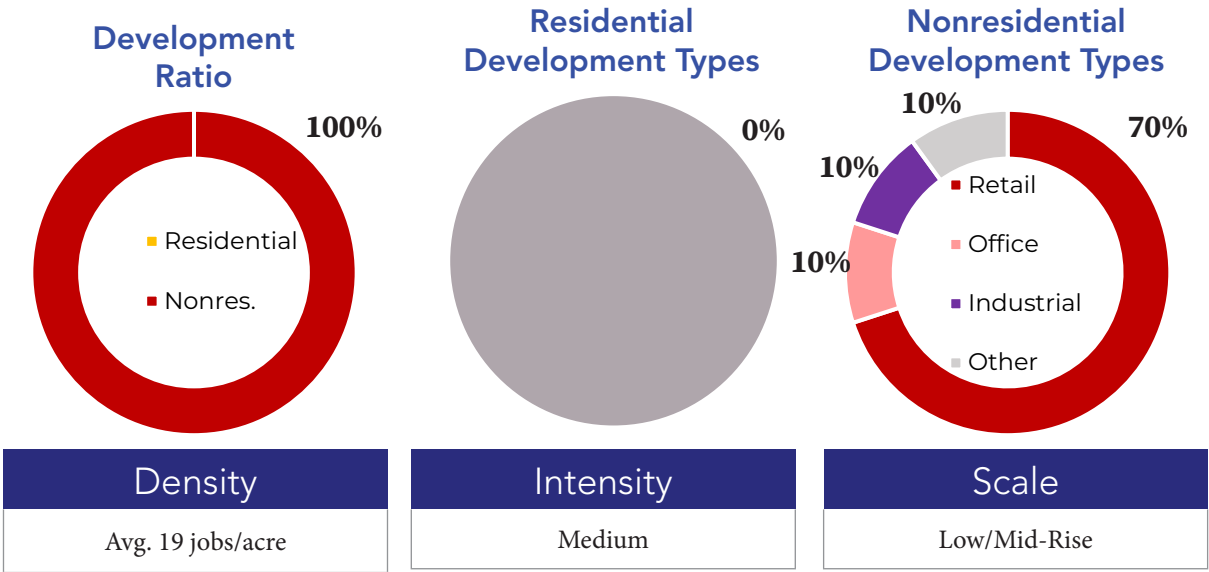
Commercial corridors often consist of traditional and suburban commercial development with large surface parking lots that front a major roadway or highway.

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)	●○○○○	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, Neighborhood Scale	●●●○○	
Mixed-Use Urban, Community Scale	●●●○○	Appropriate overall.
Shopping Center, Neighborhood Scale	●●●●●	
Shopping Center, Community Scale	●●●●●	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.
Light Industrial Flex Space	●●○○○	
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

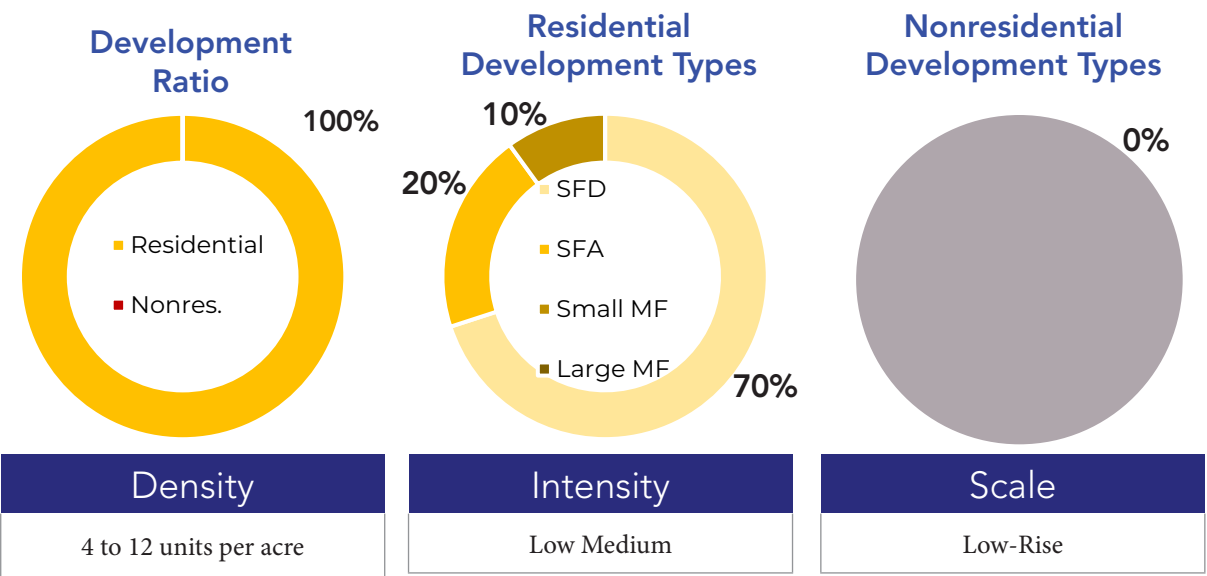
Residential one- and two-family/duplex homes make up the majority of this land use category. Some townhomes and lower density missing middle housing should be included to create diversity and housing choice and are good options to create transitions between neighborhoods and other land use areas. A mixture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

Item 14.

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

,

**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 ~~113.415~~136.323-acre tract of land located in Travis County, Texas, being more particularly described in Exhibit A and Exhibit A.1 attached hereto and incorporated herein for all purposes (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.

Commented [VR1]: Developer needs to provide exhibit.

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. The City agrees to reduce the dwelling unit size of a single family structure by 500 square feet.
- (b) **Non-Residential Development Requirement.** The exterior wall standards set forth in this section shall apply to the 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 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 Wastewater Facilities as depicted in Exhibit B have been dedicated and accepted by the city. The Parties acknowledge that construction of

wastewater lines, infrastructure and facilities necessary to serve the Property (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) The Parties acknowledge that the Property is currently located within Manville’s water CCN. The Developer shall be responsible for preparing and processing a petition for release of the Property from Manville’s CCN.
- b) ~~(a)~~ — **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) ~~(b)~~ — **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 the property shown in Exhibit A.1 from their CCN if at the time of request of services, the City does not want to extend services and deems Manville Water as the more convenient provider of services.

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.

Commented [VR2]: Exhibit C only shows trails, need description of landscaping and public amenities added to Exhibit C.

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 10 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 Monarch, carrying the two-way left turn lane past N Suncrest to where the 100 ft taper begins, the City shall not require Developer to perform a Traffic Impact Analysis for the Project. [The City agrees to reasonably negotiate with County, TxDOT and Developer to reduce or eliminate the need for a TIA 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.

Commented [VR3]: This term is not defined. What is it referencing? The Monarch Property? Recommend including an exhibit to illustrate what is provided in this section.

Commented [SD4R3]: Replace with Tinajero Way. Possibly provide exhibit of improvements?

Commented [VR5]: Scott, recommend deleting this last sentence or rewriting to determine what is "reasonable". If County and TxDOT require a TIA, what then?

Commented [SD6R5]: Travis County has agreed to waive the TIA and TxDOT has agreed to the developer constructing improvements in-lieu of a TIA. The city is waiving the TIA as well since no city roads are being connected to.

- (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 an 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** – Property Description
- Exhibit B** – Wastewater Easements
- Exhibit C** – Parkland and Open Space
- Exhibit D** – 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 _____ §

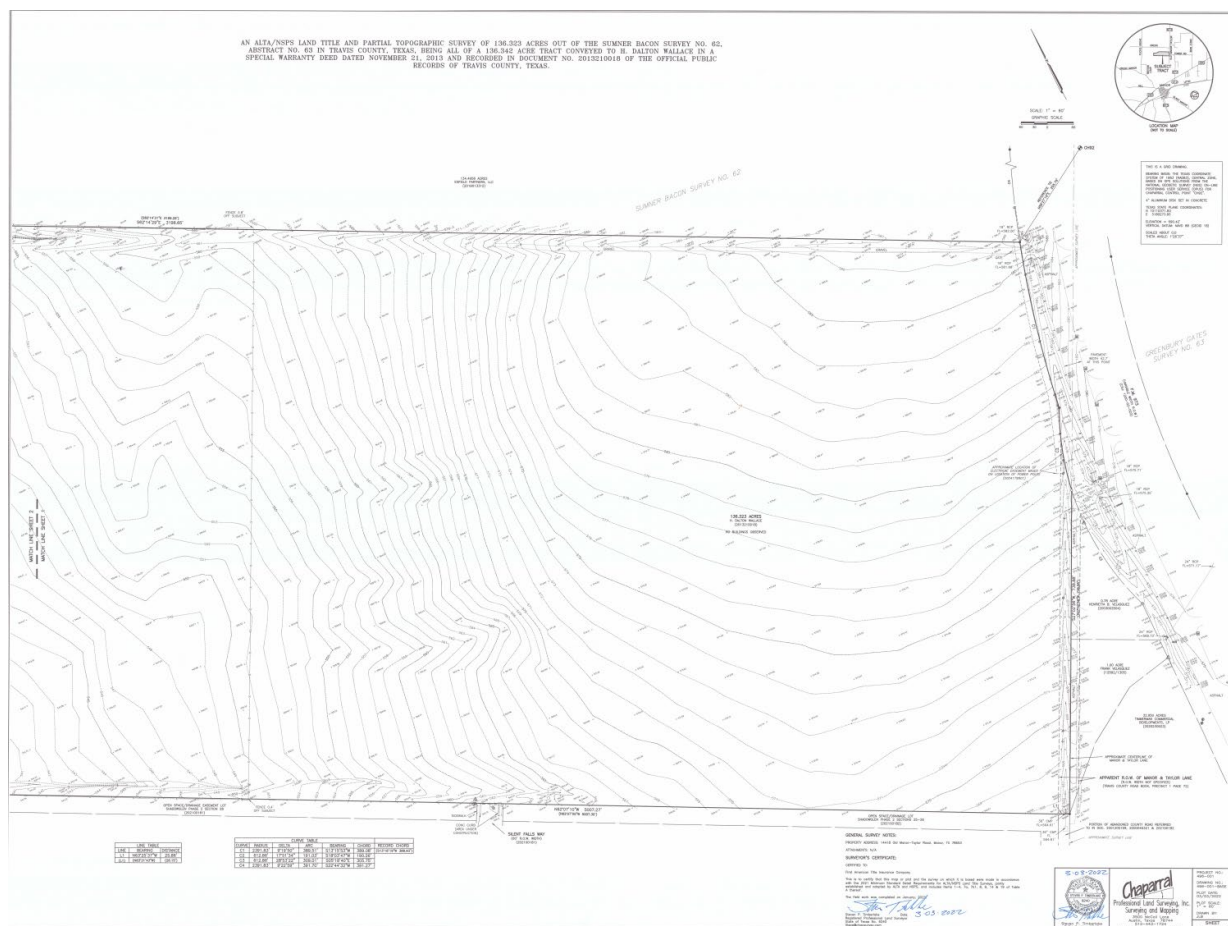
This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of Okra Ranch at Manor LLC, a limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

Exhibit A

Property Description



DRAFT

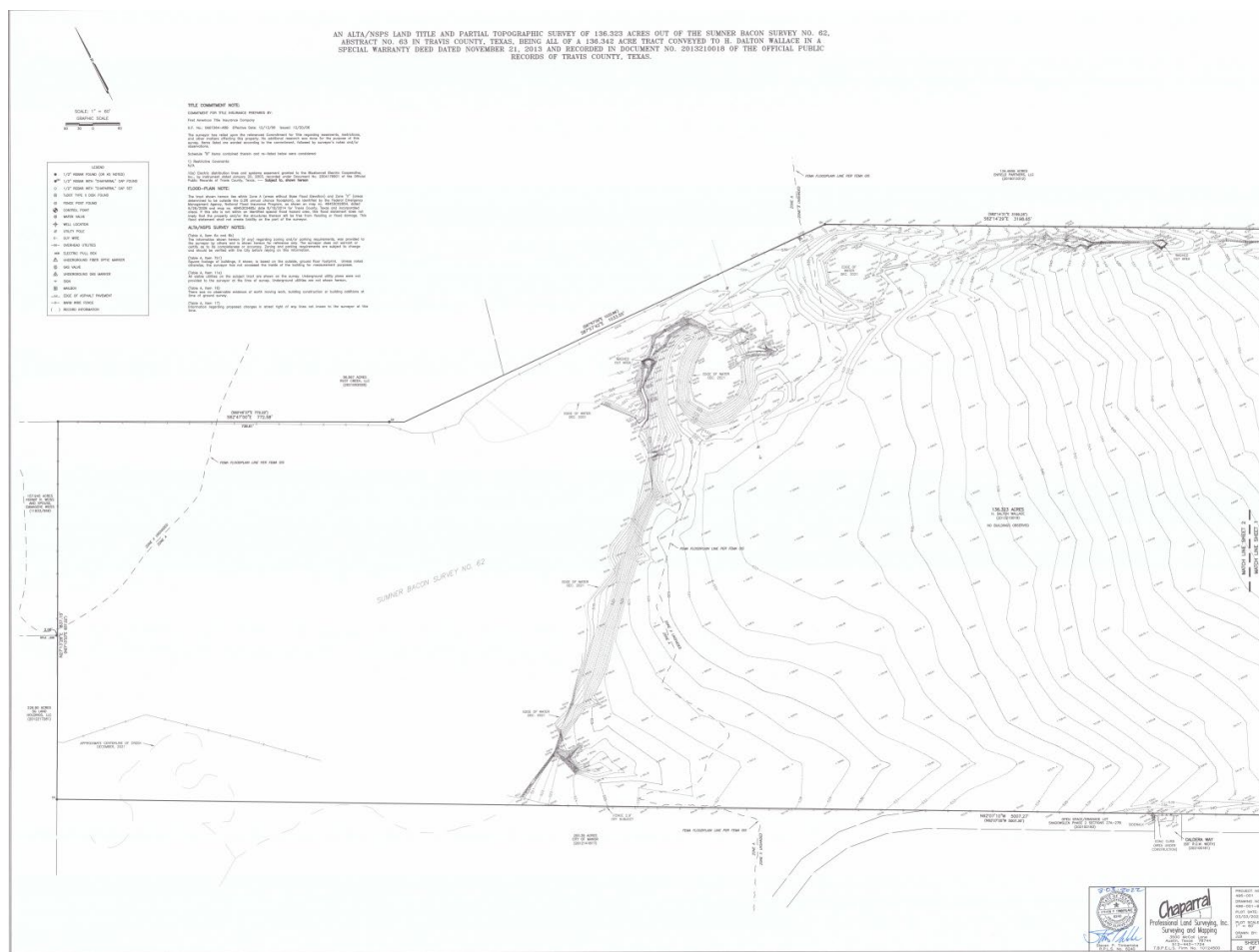


Exhibit A.1
Western Property

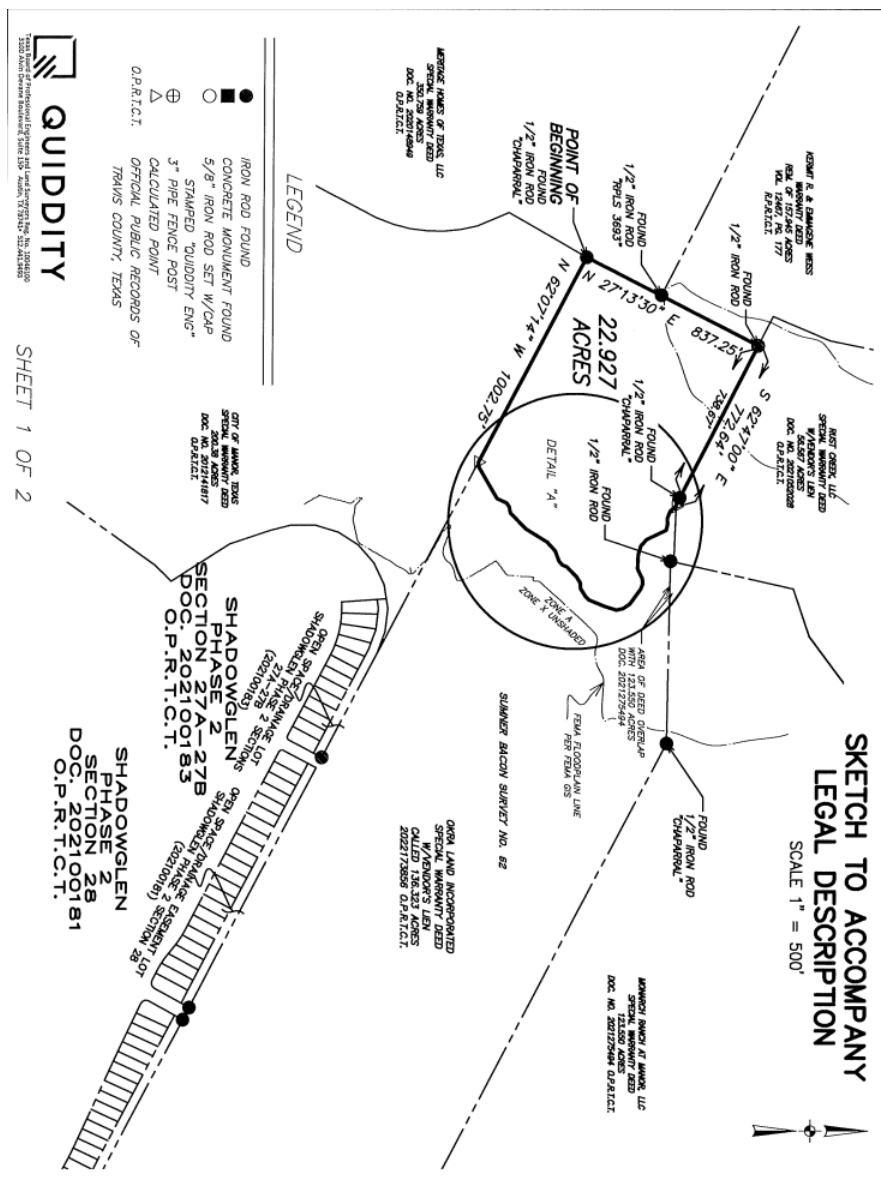
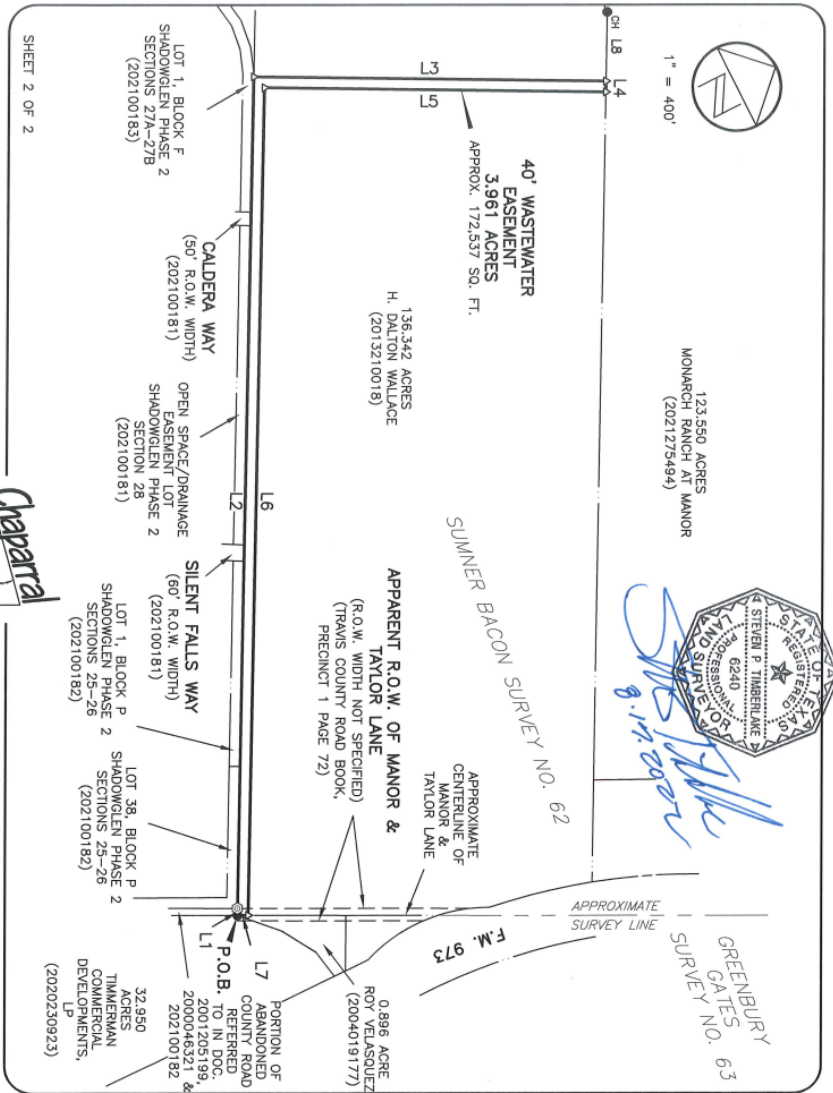


Exhibit B
Wastewater Service



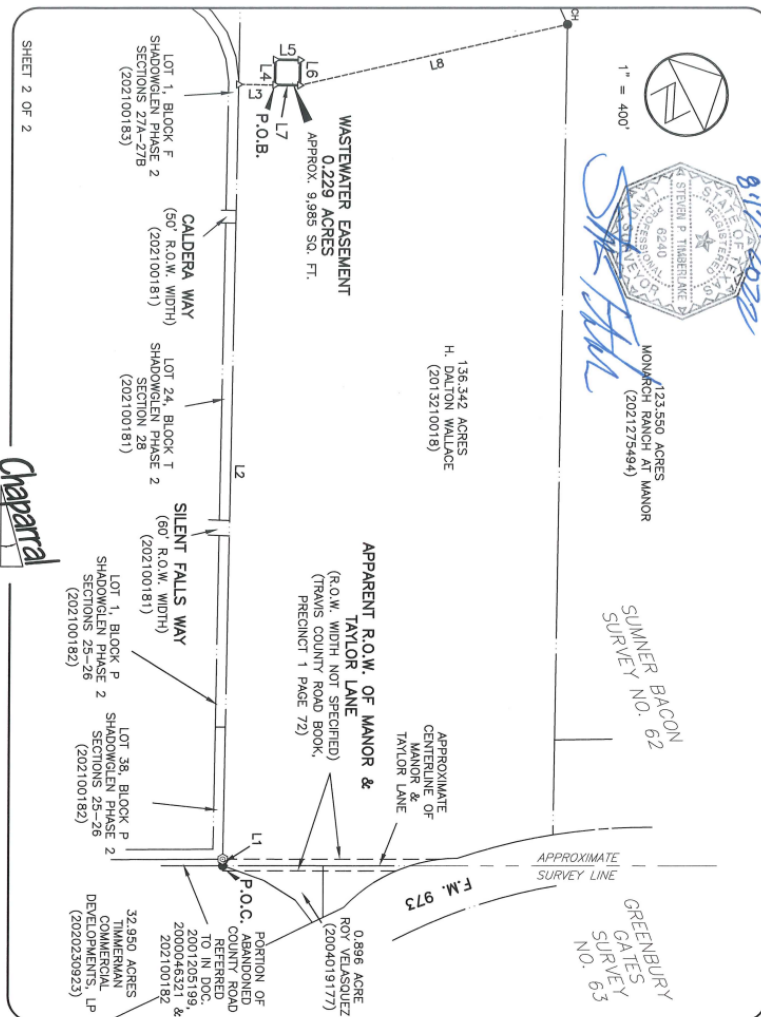
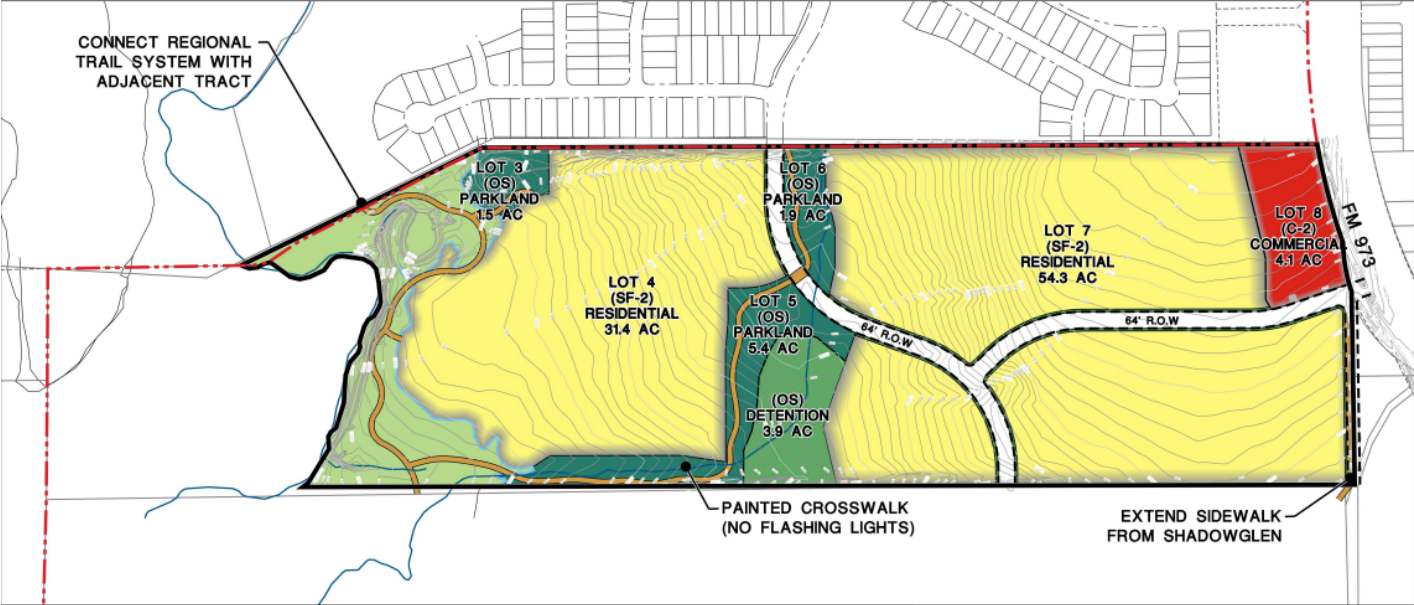


Exhibit C

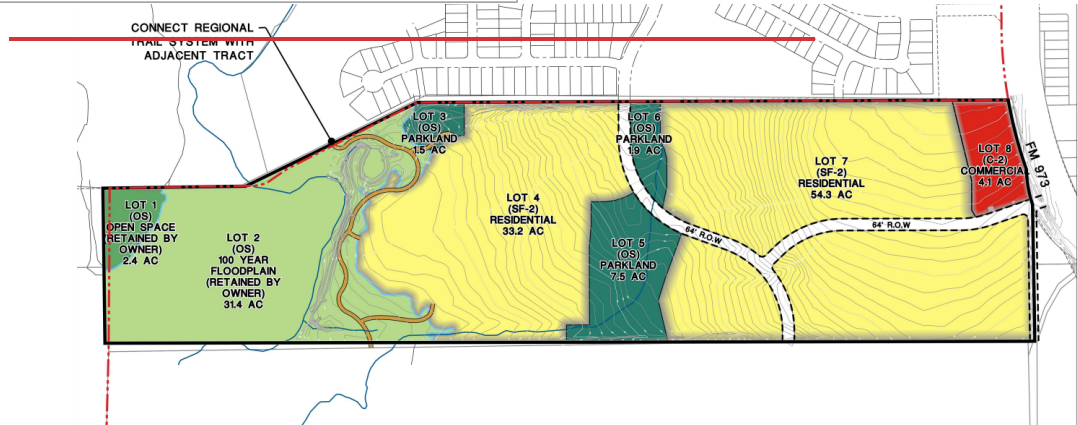
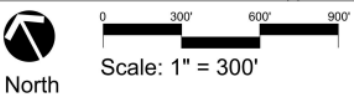
Parkland Exhibit

DRAFT



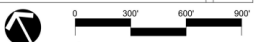
LAND USE PARCEL TABLE			
LAND USE	ACREAGE	LOTS	DENSITY
(SF-2) RESIDENTIAL	86.0 ACRES	325 LOTS	3.7 DU/AC
(C-2) MEDIUM COMMERCIAL	4.1 ACRES	1 LOTS	
FLOODPLAIN (RETAINED BY OWNER)	10.9 ACRES	1 LOTS	
(OS) PARKLAND	8.8 ACRES	3 LOTS	
(OS) DETENTION	3.9 ACRES	1 LOTS	
TOTAL	113.4 ACRES		2.9 DU/AC

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



LAND USE PARCEL TABLE			
LAND USE	ACREAGE	LOTS	DENSITY

LEGEND	
	PLAN BOUNDARY



1. 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.
 2. 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.
 3. 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.
 - a. Age 5-12 playground
 - b. Age 2-5 playground
 - c. Parking area with a minimum of 20 parking spaces
 - d. Minimum 10,000 square foot dog park (may be allowed within detention area)
 - e. Minimum 20 foot by 30 foot picnic pavilion
 - f. Basketball Court
 4. 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.
-

Exhibit D
License Agreement Form

DRAFT

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, rightsof-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]

DRAFT



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First 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

LEGAL REVIEW: Not Applicable

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- Letter of intent
- Amended PUD
- Mailing Labels and Notice
- Draft Development Agreement

STAFF RECOMMENDATION:

It is the City Staff's recommendation that the City Council approve the first reading of an ordinance 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. _____

**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.

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 ____ 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

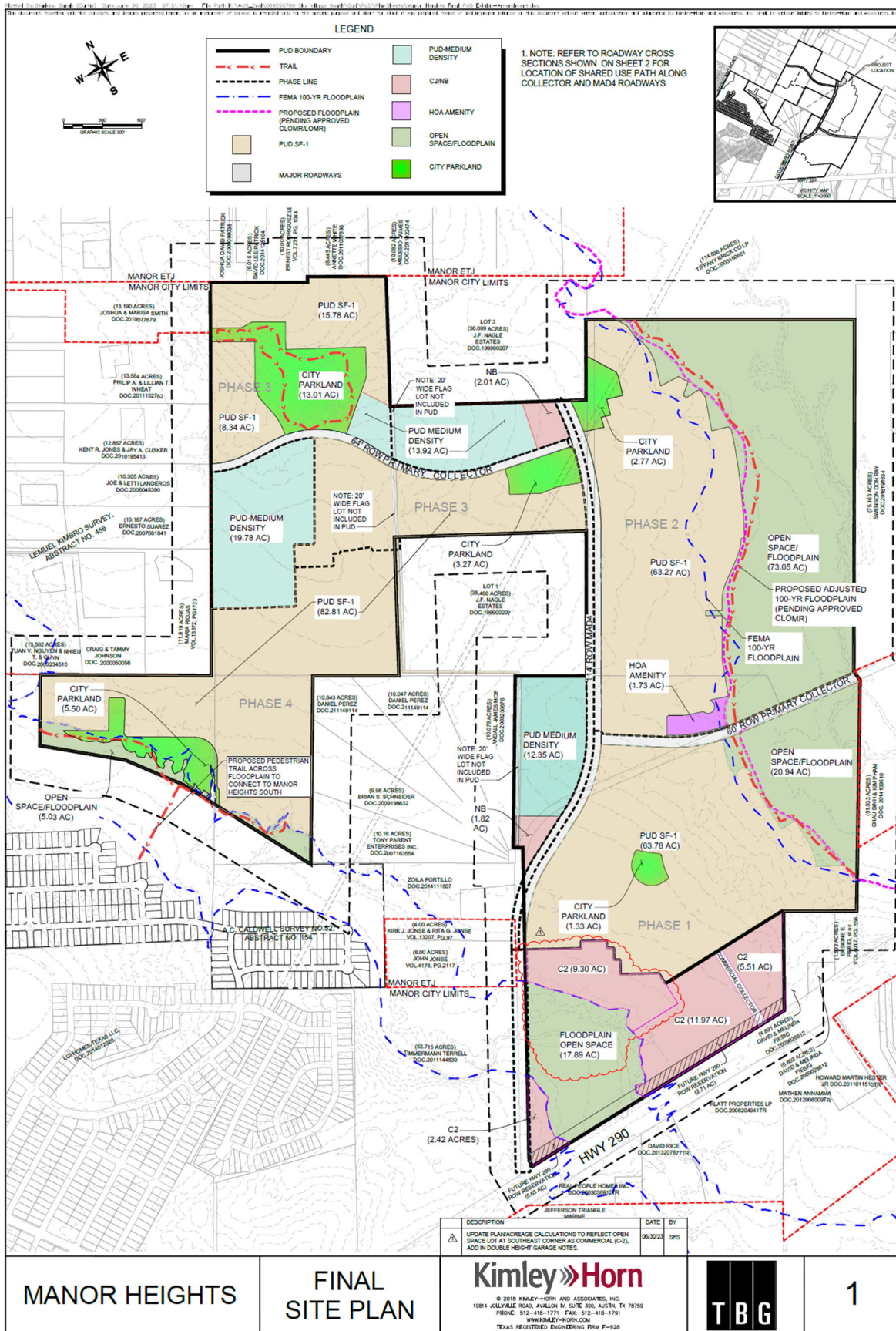
ORDINANCE NO.

Page 4

EXHIBIT “B”

Planned Unit Development Land Use Plan
[attached]

ORDINANCE NO.



ORDINANCE NO.

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 OBTAINED BY THE PLANNING AND ZONING COMMISSION (PZC). (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 USE, 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	9.76%
COMMERCIAL (C-2)	19.8	9.4	29.2	6.11%
NEIGHBORHOOD BUSINESS (NB)	3.9	0.0	3.9	0.82%
LOCAL AMENITY	1.2	0.0	1.2	0.25%
CITY PARKLAND	25.9	0.0	25.9	5.42%
FLOODPLAIN OPEN SPACE	126.2	0.0	126.2	26.45%
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)	REAR YARD SETBACK (FT)	MINIMUM LOT AREA (SQ FT)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)	MINIMUM LOT AREA (SQ FT)	MINIMUM LOT WIDTH (FT)	MINIMUM LOT DEPTH (FT)
PUD SF-1	25	15	15,000	30	50	15,000	30	50
PUD MEDIUM DENSITY	10	10	5,000	20	25	5,000	20	25
C-2 AND NB	25	15	15,000	30	50	15,000	30	50

3. **LOT COVERAGE**

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	150 SF/LIVING AREA	1.8 FAR
PUD MEDIUM DENSITY	1 UNIT/ACRE	1.8 FAR
C-2 AND NB	0.2 FAR	1.8 FAR
CITY PARKLAND	0.2 FAR	1.8 FAR

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 ADJACENT LAND DESIGNATED FOR A RESIDENTIAL USE OR A RESIDENTIAL USE.

5. **LANDSCAPING**

THE FOLLOWING PERCENTAGE OF THE NET AREA OF EACH LOT SHALL BE LANDSCAPED. THE NET LOT AREA SHALL BE 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	20%
PARKLAND	20%

NOTE: MINIMUM LANDSCAPING REQUIREMENTS FOR EACH LOT WITHIN A SINGLE-FAMILY, OR DWELLING, SHALL BE A MINIMUM OF TWO (2) TWO-INCH TREES, OR (B) TWO-GALLON SHRUBS AND LAWN GRASS FROM ALL SIDES OF THE STRUCTURE TO THE FRONT, REAR AND SIDE PROPERTY LINES. RESIDENTIAL STRUCTURES ON REFERENCE 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 THE 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 4%.

LOT WIDTH	PERCENTAGE MIX
50' WIDE	70%
150' WIDE	15%
180' WIDE	15%

7. **MAXIMUM DENSITY**

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	150 SF/LIVING AREA	1.8 FAR
PUD MEDIUM DENSITY	1 UNIT/ACRE	1.8 FAR
C-2 AND NB	0.2 FAR	1.8 FAR
CITY PARKLAND	0.2 FAR	1.8 FAR

8. **PARKLAND**

LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	150 SF/LIVING AREA	1.8 FAR
PUD MEDIUM DENSITY	1 UNIT/ACRE	1.8 FAR
C-2 AND NB	0.2 FAR	1.8 FAR
CITY PARKLAND	0.2 FAR	1.8 FAR

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%	1.8
Restaurant (Commercial)	20,735	8%	0.2
Retail (Commercial)	154,564	63%	0.2
Self Storage (Commercial)	76,670	13%	0.2
PUD MEDIUM DENSITY	340,400	100%	-
CITY PARKLAND	N/A	-	-

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.

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 80% PER CALIPER INCH WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES SHALL BE REPLACED AT THE RATIO 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, 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 COMMENCEMENT OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 10% OF SUCH COSTS SHALL BE SUBMITTED WITH THE CITY ENGINEER'S REVIEW. THE BOND MAY BE APPLIED 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 NOT COMPLETED PRIOR TO THE END OF THE 2-YEAR PERIOD. THE BOND SHALL BE FORWARDED TO THE CITY ENGINEER'S REVIEW. THE BOND SHALL BE FORWARDED TO THE CITY ENGINEER'S REVIEW. THE BOND SHALL BE FORWARDED TO THE CITY ENGINEER'S REVIEW.
- THE MINIMUM SINGLE-FAMILY RESIDENTIAL LOT SHALL BE 4,350 SQUARE FEET WITHIN PUD-SF-1 AND 3,350 SQUARE FEET WITHIN PUD-MEDIUM DENSITY.
- LOT FRONTAGE MEASUREMENT SHALL BE AS FOLLOWS: (A) LOTS EXCEPT THOSE IN CUL-DE-SACS OR ALONG A CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 35 FEET. (B) LOTS ALONG CUL-DE-SACS AND CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 35 FEET AT THE RIGHT OF WAY, AND 32' WIDE FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM DISE 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 CONTINGENT AND WILL MEET CITY OF MANOR'S PARKING CALCULATION TABLES REQUIREMENTS.
- EXISTING SITE TOPOGRAPHY CONTAINS RELATIVELY FLAT SLOPES RANGING FROM 1% TO 2%. PROPOSED ROADWAY GRADIENTS WILL BE SUFFICIENT FOR EMBANKMENT ACCESS AND WILL MEET CITY OF ALUTIN 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 SHELTER HOMES, 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 DENSITY SHALL BE TWO SPACES FOR EACH LIVING UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM ABOVE TWO PLUS TEN ADDITIONAL SPACES FOR VISITOR PARKING. TANDEN 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 DISCOMPOSED GRANITE AND CONCRETE DEPENDING ON SITE CONDITIONS AT FINAL LANDSCAPING.
- 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 COMING WITHIN 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 MINIVATOR WAREHOUSE IS PERMITTED WITH CONDITIONS ESTABLISHED IN UDC 14.2.219 FOR THE USE. ACCORDINGLY, NO PORTION OF THE MINIVATOR WAREHOUSE USE SHALL BE LOCATED WITHIN 500-FEET OF U.S. HIGHWAY 290.
- 20% OF THE HOMES LOCATED IN SECTIONS 21A AND 21B OF PHASE 2 OF THE PROJECT MAY INCLUDE THE "DOUBLE HEIGHT GARAGE PLAN". AS SUCH PLAN IS GENERALLY ILLUSTRATED ON SHEET 2 OF THIS PUD.

10. STREET UTILITIES

ESTIMATED LIVES FOR PRELIMINARY ANALYSIS

LAND USE	ACRES	NO. LOTS	LIVES
PUD SF-1	234.0	935,995	935,995
PUD MEDIUM DENSITY	46.6	340,400	238,267
C-2 AND NB	31.1	N/A	250
CITY PARKLAND	25.9	-	-
OPEN SPACE FLOODPLAIN	126.2	-	-
MAJOR ROADWAYS	19.7	-	-
TOTALS	477.8		1,435,136

PERMITTED NEIGHBORHOOD BUSINESS (NB)

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

PERMITTED MEDIUM COMMERCIAL (C-2)

Adult Day Care P
Amusement (Indoor) C
Amusement (Outdoor) C
Antique Shop P
Art Studio or Gallery P
Automobile Repair (Major) C
Automobile Repair (Minor) C
Automobile Wash/Care C
Bar/Club P
Beverage Service (General) P
Business Support Services P
Child Care Center P
Cigar or Lounge P
Community Services P
Convenience Store or Retail P
Consumer Repair Services P
Deli P
Dry Cleaning P
Food Preparation C
Food Service C
Funeral Services P
General Retail (General) P
General Retail (Specialty) P
Hospital Services P
Laundry Services (Self) P
Liquor Sales P
Medical Clinic P
Office Equipment P
Office, Medical P
Office, Professional P
Personal Improvement Services P
Pet Services P
Pet Store P
Printing and Publishing C
Product Development Services (General) P
Regional Assembly P
Restaurant 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
Wireless Transmission Facilities, Standalone C

PERMITTED MEDIUM COMMERCIAL (C-2)

Adult Day Care P
Amusement (Indoor) C
Amusement (Outdoor) C
Antique Shop P
Art Studio or Gallery P
Automobile Repair (Major) C
Automobile Repair (Minor) C
Automobile Wash/Care C
Bar/Club P
Beverage Service (General) P
Business Support Services P
Child Care Center P
Cigar or Lounge P
Community Services P
Convenience Store or Retail P
Consumer Repair Services P
Deli P
Dry Cleaning P
Food Preparation C
Food Service C
Funeral Services P
General Retail (General) P
General Retail (Specialty) P
Hospital Services P
Laundry Services (Self) P
Liquor Sales P
Medical Clinic P
Office Equipment P
Office, Medical P
Office, Professional P
Personal Improvement Services P
Pet Services P
Pet Store P
Printing and Publishing C
Product Development Services (General) P
Regional Assembly P
Restaurant 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
Wireless Transmission Facilities, Standalone C

DESIGN SPEED: 30 mph

PRIMARY COLLECTOR (WITH NO SF-1 FRONTAGE)

DESIGN SPEED: 40 mph

PRIMARY COLLECTOR (WITH SF-1 FRONTAGE)

DESIGN SPEED: 25 mph

STANDARD RESIDENTIAL ROADWAY SECTION

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

DATE: _____ DAY OF _____, 20____

BY: _____

APPROVAL AND AUTHORIZATION FOR RECORD BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MANOR, TEXAS

DATE: _____ DAY OF _____, 20____

BY: _____

MANOR HEIGHTS PUD GUIDELINES & NOTES





Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JULYVALE ROAD, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM #928

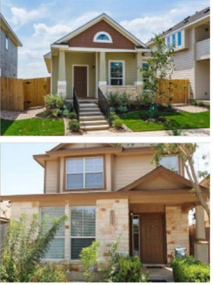



TBG

2

966

 <p>Front Facades 1 August 2018</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> Horizontal offsets, recesses or projections, breezeways, porte-cocheres, sunshades, ornamental cornices, ornamental and bay windows, vertical "sliver" offsets, peaked roof forms, arches, architectural details such as tile work or maddings integrated into the facade, integrated planters or wing walls, accent materials, varied roof heights, or similar design features. <p>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.</p> <p style="text-align: right;">Page 1</p>	 <p>Front-loaded Garage - Flush with Facade 1 August 2018</p> <p>Garage doors flush with the street-facing facade require design features on the facade that de-emphasize the visual impact of the garage. At least one of the following is required on a flush garage:</p> <ul style="list-style-type: none"> 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. <p style="text-align: right;">Page 7</p>
 <p>Front Entries 1 August 2018</p> <p>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.</p> <p>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.</p> <p style="text-align: right;">Page 4</p>	 <p>Front-loaded Garage - Projecting 1 August 2018</p> <p>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:</p> <ul style="list-style-type: none"> 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 <p style="text-align: right;">Page 8</p>
 <p>Exteriors of Residential Buildings 1 August 2018</p> <p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: right;">Page 6</p>	 <p>Garage Door Articulation 1 August 2018</p> <p>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.</p> <p>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.</p> <p style="text-align: right;">Page 9</p>
 <p>Front-loaded Garage - Living Area Forward 1 August 2018</p> <p>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.</p> <p style="text-align: right;">Page 8</p>	 <p>Roofs and Overhead Structures 1 August 2018</p> <p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: right;">Page 10</p>

MANOR HEIGHTS	EXHIBIT B PUD DESIGN STANDARDS	<div style="display: flex; justify-content: space-between;"> <div> <p>DESCRIPTION</p> <p>UPDATE PLANS/REVISIONS TO REFLECT OPEN SPACE LOT AT SOUTHEAST CORNER AS COMMERCIAL (C-2). ADD IN DOUBLE HEIGHT GARAGE NOTES.</p> </div> <div> <p>DATE</p> <p>06/30/23</p> </div> <div> <p>BY</p> <p>DPS</p> </div> </div> <div style="text-align: center; margin-top: 10px;">  <p>© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 10814 COLUMBIE ROAD, KIMLEY, TX 75080, TX 75080 PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM E-928</p> </div>	 <div style="display: inline-block; width: 40px; height: 40px; border: 2px solid black; border-radius: 50%; text-align: center; line-height: 40px; font-size: 24px; margin-left: 10px;">3</div>
---------------	--------------------------------------	---	--

 <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 17</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 18</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 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 screening 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 18</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 19</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"> <tr> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> <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>SPS</td> </tr> </table> <p>Kimley»Horn</p> <p>© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 10814 KELLYVILLE 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	SPS	<p>T B G</p>	<p>4</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	SPS								

December 15, 2022

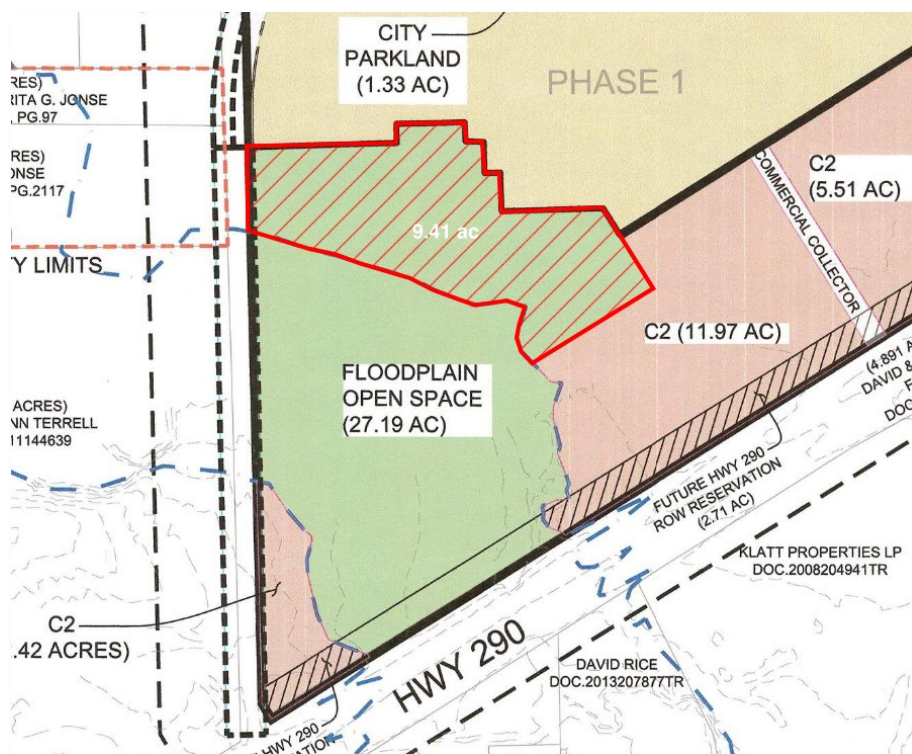
City of Manor
Attn: Scott Dunlop
105 E. Eggleston St.
Manor, Texas 78653

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:

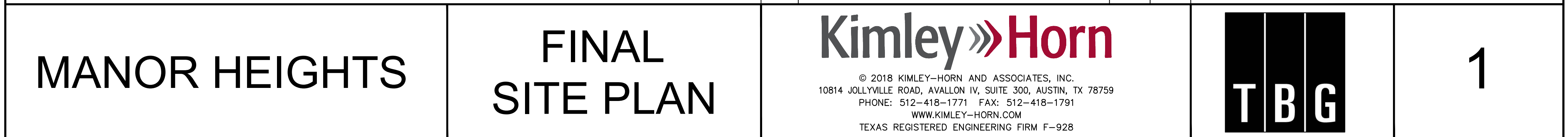
This letter shall serve as authorization for Kimley-Horn and Associates, Inc. to represent and act on behalf of RHOF LLC for the purpose of preparing and submitting all required applications associated with the rezoning application for the approximately 9.41 acre tract within the Manor Heights PUD generally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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jordan Litwiniak', with a stylized flourish at the end.

RHOF LLC
Name: Jordan Litwiniak
Title: Manager



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 ABUTTING 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)

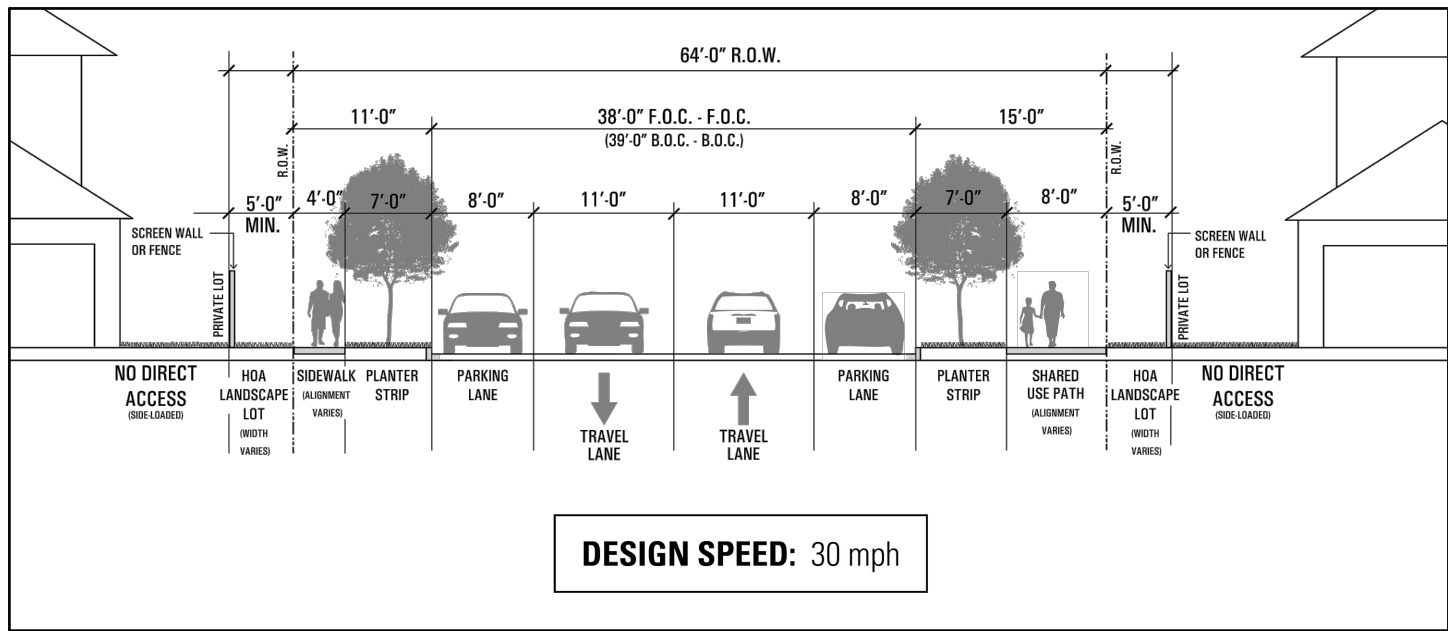
Amusement (indoor) C
Antique Shop P
Art Gallery P
Art Workshop P
Business Support Services P
Child Care Center P
Club or Lounge P
Community Garden C
Communication services or facilities P
Consumer Repair Services P
Event Center C
Financial Services C
Florist C
Food Preparation C
Food Sales C
Funeral 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)

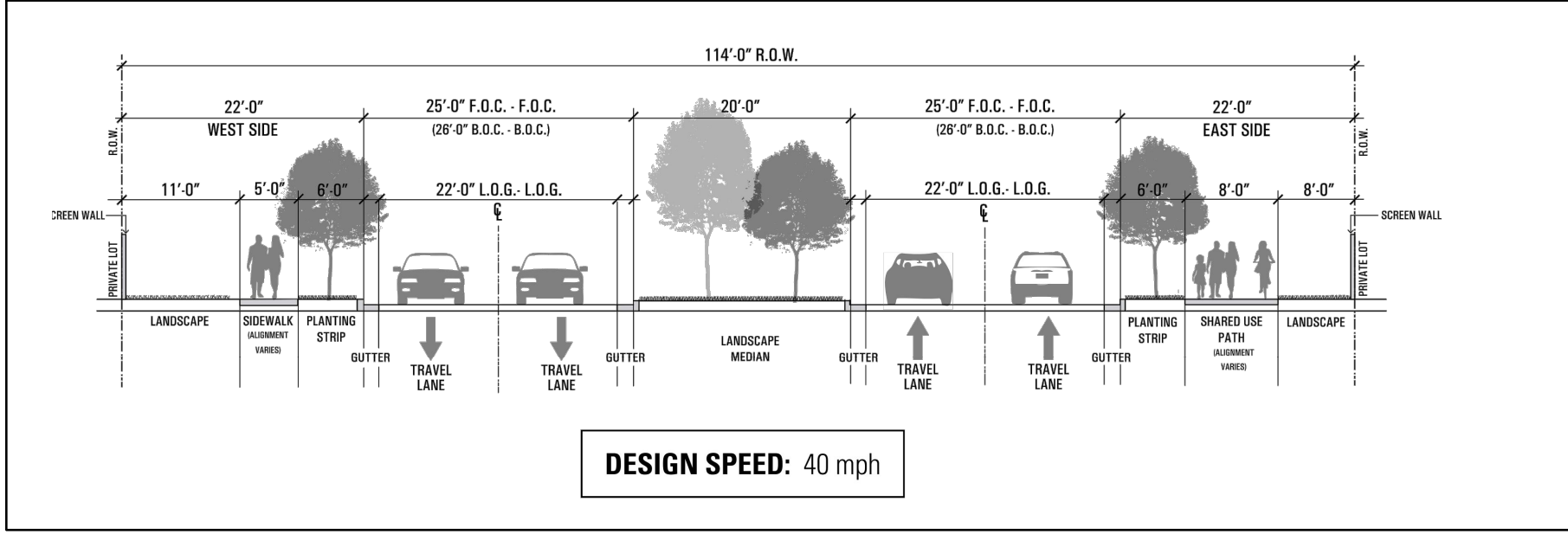
Adult Day Care P
Alcoholic Beverage Establishment P
Amusement (Indoor) C
Amusement (Outdoor) C
Antique Shop P
Art Studio or Gallery P
Automobile Repair (major) C
Automobile Repair (minor) C
Automobile Washing C
Brewery, micro P
Brewpub P
Business Support Services P
Child Care Center P
Club or Lodge P
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

PUD NOTES

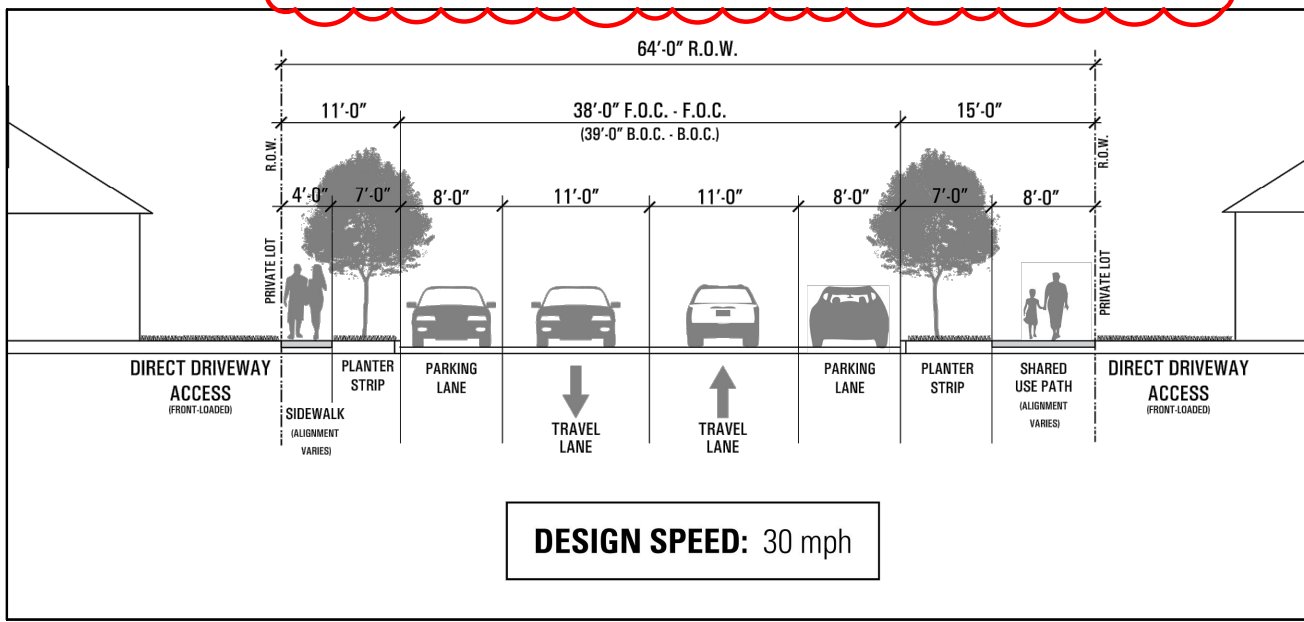
- AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
- AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 8 AND 18 INCHES IN CALIPER) TO REMAIN DURING CONSTRUCTION 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.



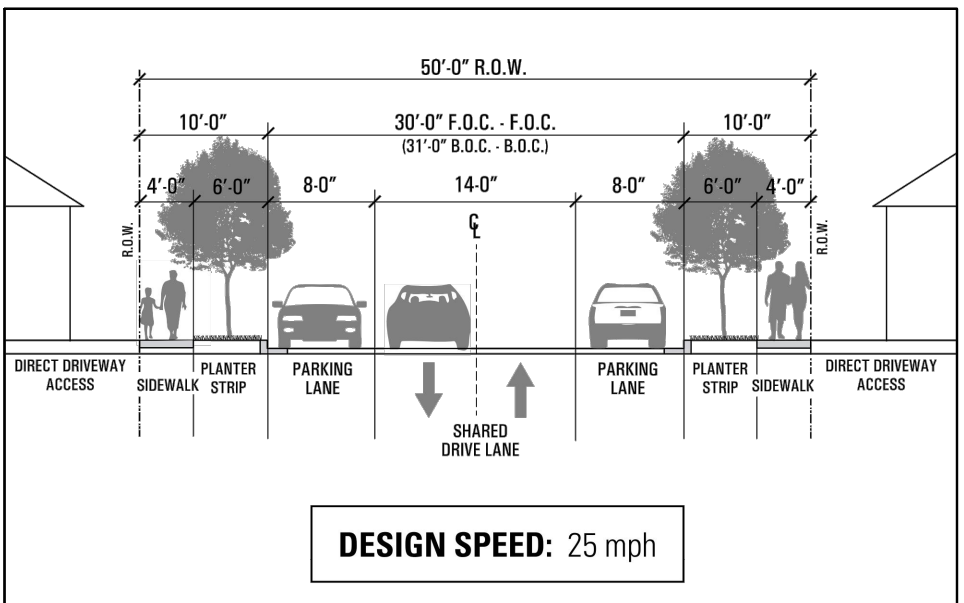
PRIMARY COLLECTOR (WITH NO SF-1 FRONTAGE)



MAD 4 DESIGN



PRIMARY COLLECTOR (WITH SF-1 FRONTAGE)



STANDARD RESIDENTIAL ROADWAY SECTION

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

DATED THIS ____ DAY OF _____, 20__

BY:
WILLIAM MYERS, CHAIRPERSON

DESCRIPTION	DATE	BY
UPDATE PLANACREAGE 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

PUD GUIDELINES & NOTES

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

T B G

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 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 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-cochères, 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 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-loaded Garage - Flush with Facade

1 August 2018

Page 7



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 Entries

1 August 2018

Page 4



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

1 August 2018

Page 8



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 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

1 August 2018

Page 9



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

Page 6



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.

Roofs and Overhead Structures

1 August 2018

Page 10

	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

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



3



Medium Density Residential

1 August 2018

Page 11

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.

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



Medium Density Residential

1 August 2018

Page 12

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.

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

Page 14



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

MANOR HEIGHTS

EXHIBIT B
PUD DESIGN
STANDARDS

Kimley»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928



4



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.

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

LOPEZ MARIA LUISA
14525 BOIS D ARC LN
MANOR, TX 78653-3812

VU THUY TRANG NGOC & THANH KIM
NGUYEN
12609 DESSAU RD 195
AUSTIN, TX 78754-1820

TABAREZ YNACIO & R
1221 MEADGREEN DR
AUSTIN, TX 78758-4712

DINH CHAU QUANG & ANH KIM PHAM
1201 PORTERFIELD DR
AUSTIN, TX 78753-1617

NGUYEN THANH K & THONG Q VU
14520 EAST US HWY 290
MANOR, TX 78653-4747

TIMMERMANN PROPERTIES INC
PO BOX 4784
AUSTIN, TX 78765-4784

13105 FM 1100 LLC
5808 BALCONES DR, STE 200
AUSTIN, TX US 78731-4265

13105 FM 1100 LLC
5808 BALCONES DR, STE 200
AUSTIN, TX US 78731-4265

AUSTIN, 21 LLC
117 FORT HOOD LN
GEORGETOWN, TX 78628-6007

TANI INVESTMENTS LLC ETAL
608 PETERSON LANE
LAKEWAY, TX US 78734-4108

KLATT PROPERTIES LP
2001 PICADILLY DR
ROUND ROCK, TX 78664-9511

MB & MS ENTERPRISES INC
PO BOX 82653
AUSTIN, TX 78708-2653

KRANTZ PROPERTIES LLC
14807 US HIGHWAY 290 E
MANOR, TX 78653-4513

SUAREZ DOMINGO
14121 BOIS D ARC LN
MANOR, TX 78653-3815

COFFEY JOSEPH MURPHY
14212 BOIS D ARC LN
MANOR, TX 78653-3448

FIVE STAR INVESTMENTS LLC
1611 WESTMEADOW TRL
ROUND ROCK TX 78665-1258

BLOMBERG JOHN E & LISA KANETTE
14424 BOIS D ARC LN
MANOR, TX 78653-3802

GALVAN FELIPE VEGA
14604 BOIS D ARC LN
MANOR, TX 78653-3803

REYES DAVID
14420 BOIS D ARC LN
MANOR, TX 78653-3802

COFFEY JOSEPH MURPHY
14212 BOIS D ARC LN
MANOR, TX 78653-3448

CHEN WENKAI
1132 NORTHWESTERN AVE UNIT A
AUSTIN, TX US 78702

PADILLA ANDRES & MARIA E
14831 BOIS D ARC RD
MANOR, TX 78653-4039

LANFORD LAWRENCE LEE II &
14405 KIMBRO WEST ROAD MANOR,
TX US 78653-3807

SCHAFER DENNIS D
2616 BUTLER WAY ROUND ROCK TX
78665-3842

PORTILLO ZOILA
13342 OLD KIMBRO RD
AUSTIN, TX 78653-4511

JONSE JOHN & RITA
PO BOX 21
MANOR, TX 78653-0021

FAY WALTER F (VLB)
7405 CHISOS PASS
AUSTIN, TX 78724-3205

JONSE KIRK J & CATHY W
13326 OLD KIMBRO RD
MANOR, TX 78653-4511

BRANT MARGARET L
545 WASHINGTON BLVD
MARINA DEL REY, CA 90292-5420

RUIZ GUADALUPE J
14775 BOIS D ARC LN
MANOR, TX 78653-3535

LOPEZ MARIA LUISA
14525 BOIS D ARC LN
MANOR, TX 78653-3812

RUIZ J GUADALUPE
14775 BOIS D ARC LN
MANOR, TX 78653-3535

PEREZ-FABELA OSWA
14605 BOIS D ARC LN
MANOR, TX 78653-3804

GONZALEZ JOSE & MARIBELLA CORTZ
14845 BOIS D ARC LN
MANOR, TX 78653-3626

TIFFANY BRICK CO L P
300 E JOHN CARPENTER FRWY STE
1645 IRVING TX 75062-2772

SALAS ISIDORO RODRIGUEZ & OSCAR
GERARDO MACEDO
11900 BRIARCREEK LOOP
MANOR, TX 78653-4622

LY DWIGHT CHUAN ETAL
PO BOX 1139
MANOR, TX US 78653-1139

PATRICK DAVID L
14805 BOIS D ARC LN
MANOR, TX 78653-3626

BMR LAND LLC ETAL
5260 N PALM AVE STE 400
FRESNO, CA US 93704-2217

NELSON LESTER C (LIFE ESTATE)
8813 LITTLE LAURA
AUSTIN, TX 78757-6863

KIMCAP LLC
PO BOX 14171
AUSTIN, TX 78761-4171

KONDRATH AMY L & JEREMY C
14601 US HWY 290E UNIT B
MANOR, TX 78653-4568

MASON MARILYN M & RONALD J
14601 US HIGHWAY 290 E APT C
MANOR, TX 78653-4568

MASON-DARNELL TODD & KIM
14601 US HIGHWAY 290 E
APT D
MANOR, TX 78653-4568

GALINDO THOMAS ELISIO III LIFE
ESTATE
PO BOX 343
MANOR, TX 78653-0343

BELLO BENIGNO JR & SONIA
14401 BOIS D ARC LN
MANOR, TX 78653-3810

JONSE JOHN A & MARY
14311 BOIS D ARC LN
MANOR, TX 78653-3811

JONSE JOHN A & MARY
14311 BOIS D ARC LN
MANOR, TX 78653-3811

MORALES RENIEL RODRIGUEZ &
GRISELDA GARCIANDIA MIRON
14421 BOIS D ARC LN
MANOR, TX 78653-3810

SUAREZ ERNESTO
14121 BOIS D ARC LN
MANOR, TX 78653-3815

LANDEROS LETICIA C & JOSE J
REVOCABLE TRUST
14315 BOIS D ARC LN
MANOR, TX 78653-3811

CONTRERAS JUVENTINO & EVA
14509 BOIS D ARC LN
MANOR, TX 78653-3812

ARANDA LORENZO & MARIA
20918 GALILEE CT
MANOR, TX 78653-2816

GEBAUER JOHN JR
13330 OLD KIMBRO RD
MANOR, TX 78653-4511

BELLO BENIGNO JR & SONIA
14401 BOIS D ARC LN
MANOR, TX 78653-3810

DUFFY PATRICK N & TERRIE L
14215 BOIS D ARC LN
MANOR, TX 78653-3814

PATRICK DAVID L
14805 BOIS D ARC LN
MANOR, TX 78653-3626

PATRICK CASEY ROSE
14809 BOIS D ARC LN
MANOR, TX 78653-4097

PATRICK JOSHUA DAVID
14809 BOIS D ARC LN
MANOR, TX 78653-4097

SBS MANOR, I LLC
1350 E FLAMINGO RD STE 13B PMB
849
LAS VEGAS, NV 8911

AUSPRO ENTERPRISES LP
PO BOX 13549
AUSTIN, TX 78711-3549

MOE RANDALL JAMES
1 COUNTY ROAD 473
THRALL, TX 76578-8797

SON DAU TRUST & RANDA
MOE
5516 HWY 71 E RICHARD C KING C
EDAR CREEK, TX 78612-3940

DUQUE STATES LLC
2311 W HOWARD LN
AUSTIN, TX 78728-7618

HEART OF TEXAS METALWORKS LLC
14405 KIMBRO WEST RD MANOR, TX
78653-3807

GONZALEZ JOSE & MARIBELLA CORTZ
14845 BOIS D ARC LN
MANOR, TX 78653-3626

AUSTIN, 21 LLC
117 FORT HOOD LN
GEORGETOWN TX 78628-6007

MARSALISE LEE J
110 RAYMOND DR
DERIDDER, LA 70634-5806

CARBAJAL NICOLAS & MARIA Y
14014 FM RD 1100
AUSTIN, TX 78653

LGI HOMES - TEXAS LLC
1450 LAKE ROBBINS DR STE 430
THE WOODLANDS, TX

AH4R PROPERTIES LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

BEHARRY NIGEL & DEBORAHJ CANTU
BEHARRY
20209 GROVER CLEVELAND WAY
MANOR, TX 78653-2075

AH4R PROPERTIES LLC
23975 PARK SORRENTO STE 300
CALABASAS. CA 91302-4012

GAO SHUXIANG & JOSEPHUS NI
20217 GROVER CLEVELAND WAY
MANOR, TX 78653-2075

HERBERT BROCK L
20221 GROVER CLEVELAND WAY
MANOR, TX 78653-2075

CARBAJAL NICOLAS GERARDO
14014 FM 1100 RD
MANOR, TX 78653-4187

ESPARZA JOSE RUIZ
14793 BOIS D ARC LN
MANOR, TX 78653-3654

KEARNEY SHEILA CHRISTINE
13617 MILLARD FILLMORE ST
MANOR, TX USA 78653-2009

NAYLOR JALEN & ISAIAH PIPPEN
13621 MILLARD FILLMORE ST
MANOR, TX USA 78653-2009

NAYLOR JALEN & ISAIAH PIPPEN
13621 MILLARD FILLMORE ST M
ANOR TX USA 78653-2009

WITTKER GLENN & ANDELIA G ADAME
19716 ANDREW JACKSON ST
MANOR, TX USA 78653-2143

RUSS JONATHAN JR & LILLIE
19712 ANDREW JACKSON ST
MANOR, TX USA 78653-2143

L4S LLC
1101 W 34TH ST
#308
AUSTIN, TX 78705-1907

L4S LLC
1101 W 34TH ST
#308
AUSTIN, TX 78705-1907

L4S LLC
1101 W 34TH ST #308
AUSTIN, TX 78705-1907

EARTC INVESTMENTS DOS LLC
14719 E U S HWY 290 STE 106
MANOR, TX 78653-4588

TADI SANDEEP
19725 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

BRIONES JUAN RODRIGO MELENDEZ
19729 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

MULUKUNTALA SUNNY & MOUNIKA
GADDAM
19733 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

QUONOY LOGAN
19801 ABIGAIL FILLMORE RD
MANOR, TX 78653-2454

AKINTITAN ISAAC
19805 ABIGAIL FILLMORE RD
MANOR, TX 78653-2454

OLIVEIRA LUCIANO VALENTE DE
19809 ABIGAIL FILLMORE RD
MANOR, TX 78653-2454

LOPEZ JORGE & ESTRELLA
12601 US 290-E APT E102
MANOR, TX 78653

MARTINEZ GLORIA JAIMES
19724 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

VALDEZ BEATRIZ & ELLEN DEL RIO
1400 AMBER DAY DR
PFLUGERVILLE, TX 78660-5733

DARBY BEULAH
19716 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

RAO SAHIB & SHELLY
19712 ABIGAIL FILLMORE RD
MANOR, TX 78653-2461

KARRER DUSTIN WILLIAM
19813 ANN RICHARDS AVE
MANOR, TX 78653-2473

NAVARRO JORGE ANTONIO SALAZAR &
CASANDRA MORALES RUIZ
19817 ANN RICHARDS AVE
MANOR, TX 78653-2473

ADOMAKO-ADJEI SETH YAW & CANDY
M
19901 ANN RICHARDS AVE
MANOR, TX 78653-2474

FOSTER MEGAN MARIE
19905 ANN RICHARDS AVE
MANOR, TX 78653-2474

ABBASI CASSANDRA RAE ABBASI AND
AZIZ
19909 ANN RICHARDS AVE
MANOR, TX 78653-2474

GONZALEZ ANA CAREN RESENDIZ &
BEATRIZ RESENDIZ GONZALEZ
19913 ANN RICHARDS AVE
MANOR, TX 78653-2474

HERNANDEZ HUGO DANIEL & BERENISE
BATRES-ROMAN
19917 ANN RICHARDS AVE
MANOR, TX 78653-2474

SUMMERS DANIEL ELLIS
19921 ANN RICHARDS AVE
MANOR, TX 78653-2474

VU DAVIS H & HANH THI NGUYEN
13801 CHARLES E HUGHES ST
MANOR, TX 78653-2468

MORALES ALEX ANDRES
13805 CHARLES E HUGHES ST
MANOR, TX 78653-2468

GUTIERREZ DIONNYS ARGUELLES
13809 CHARLES E HUGHES ST
MANOR, TX 78653-2468

SMITH JENNIFER MICHELLE & BRYAN
CHASE BARGSLEY
13813 CHARLES E HUGHES ST
MANOR, TX 78653-2468

13817 CHARLES E HUGHES ST MANOR,
TX 78653-2468
13817 CHARLES E HUGHES ST
MANOR, TX 78653-2468

NGUYEN VY NGOC & ZHIMING XIE
19928 ANN RICHARDS AVE
MANOR, TX 78653-2474

KHAN MUHAMMAD ADIL
19924 ANN RICHARDS AVE
MANOR, TX 78653-2474

AVILA VICTORIA
19920 ANN RICHARDS AVE
MANOR, TX 78653-2474

PENA YURISNEL TAMAYO & YENEY
GONZALEZ RODRIGUEZ
19916 ANN RICHARDS AVE
MANOR, TX 78653-2474

FOO KAM MUN & JINNY CARMEN TAM
19912 ANN RICHARDS AVE
MANOR, TX 78653-2474

OSEGUERA CRHISTOFER B PINEDA &
ADRIANA ARELI LOPEZ SOTO
13901 ALLAN SHIVERS ST
MANOR, TX 78653-2469

DURAN PABLO DAVID MORAN &
JOCELYN SELENA ZUNIGA
13905 ALLAN SHIVERS ST
MANOR, TX 78653-2469

SUN YAN & WANG QIULAN
13909 ALLAN SHIVERS ST
MANOR, TX 78653-2469

KULKARNI ANANT MANOHAR
13913 ALLAN SHIVERS ST
MANOR, TX 78653-2469

GUGLIELMELLI GIULIA & ADAM
WITHERSPOON
13917 ALLAN SHIVERS ST
MANOR, TX 78653-2469

FILSINGER TY JAMES
13921 ALLAN SHIVERS ST
MANOR, TX 78653-2469

MCGINTY KAYLEY
19816 CAROLINE HARRISON ST
MANOR, TX 78653-2480

CHEN MIKE
19812 CAROLINE HARRISON ST
MANOR, TX 78653-2480

GARCIA BORIS TEODORO CUA & LIDIA
LOPEZ IBARRA
19808 CAROLINE HARRISON ST
MANOR, TX 78653-2480

MIMS CASEY & CODY HARTFORD
19804 CAROLINE HARRISON ST
MANOR, TX 78653-2480

ALFANO KEITH MICHAEL
19800 CAROLINE HARRISON ST
MANOR, TX 78653-2480

AU RACHEL PUI
19720 CAROLINE HARRISON ST
MANOR, TX 78653-2479

STARLING DARRIEN MARQUI &
PRECIOUS DESTINY RAYFIELD
19716 CAROLINE HARRISON ST
MANOR, TX 78653-2479

CONTRERAS NICOLAS ACOSTA & ALEXIS
LABRA ANTUNEZ
19712 CAROLINE HARRISON ST
MANOR, TX 78653-2479

GRASSEL CHRISTOPHER
19708 CAROLINE HARRISON ST
MANOR, TX 78653-2479

VARGAS-FLORES ALEJANDRO JOEL &
DIANA CAROLINA LOPEZ-GUERRA
19704 CAROLINE HARRISON ST
MANOR, TX 78653-2479

THALAN MITCHELL TUAN-CONG
19700 CAROLINE HARRISON ST
MANOR, TX 78653-2479

CORONA KIMBERLY & MELANIA SONIA
RUIZ
19624 CAROLINE HARRISON ST
MANOR, TX 78653-2478

ESCAMILLA MICHAEL & CHRISTA M
COOK
19620 CAROLINE HARRISON ST
MANOR, TX 78653-2478

CHEPURI VARUN KUMAR
19616 CAROLINE HARRISON ST
MANOR, TX 78653-2478

XAVIER FRANICS & BINCY
19612 CAROLINE HARRISON ST
MANOR, TX 78653-2478

REYES-ESPARZA ALEJANDRO
19608 CAROLINE HARRISON ST
MANOR, TX 78653-2478

KITCHENS DEVIN BLAEC
19604 CAROLINE HARRISON ST
MANOR, TX 78653-2478

JAIN PRASHANT
10102 TALLEYRAN DR
AUSTIN, TX 78750-3836

CONTINENTAL HOMES OF TEXAS LP
1070 PECAN PARK BLVD
SUITE 400
AUSTIN, TX 78750

CONTINENTAL HOMES OF TEXAS LP
1070 PECAN PARK BLVD
SUITE 400
AUSTIN, TX 78750

BUTLER KATHERINE NICOLE & JEREMY
GLEN DAVILA
14021 MAMIE EISENHOWER RD
MANOR, TX 78653

PACHECO ANALYDIA
15001 MAMIE EISENHOWER RD
MANOR, TX 78653-2477

ADKINS WALLACE H JR ETAL
15005 MAMIE EISENHOWER RD
MANOR, TX 78653

PATEL VARUNKUMAR
15009 MAMIE EISENHOWER RD
MANOR, TX 78653

BRIONES DULCE MARIA SANCHEZ &
ELISEO HERNANDEZ
15013 MAMIE EISENHOWER RD
MANOR, TX 78653

PEDREGON JEREMY MARTIN
15004 MAMIE EISENHOWER RD
MANOR, TX 78653

MALDONADO RICARDO AVELAR &
MARIO ENRIQUE AVELAR MALDONADO
15000 MAMIE EISENHOWER RD
MANOR, TX 78653

GEA ALBERT CHUARNSHIN &
YEUNJONG GEA
14020 MAMIE EISENHOWER RD
MANOR, TX 78653

MARTINEZ HAZEL CONSUELO &
CARLOS ALBERTO
14016 MAMIE EISENHOWER RD
MANOR, TX 78653

TO ANH THI HOANG
14012 MAMIE EISENHOWER RD
MANOR, TX 78653

SCOTT RAY CHARLES JR
14008 MAMIE EISENHOWER RD
MANOR, TX 78653

GOULD CHERYL AN
14004 MAMIE EISENHOWER RD
MANOR, TX 78653

FILSINGER JANET SUSAN
14000 MAMIE EISENHOWER RD
MANOR, TX US 78653

MARTINEZ CARLOS ANTONIO
HERNANDEZ & ANDREA BEATRIZ
AMAYA
13916 MAMIE EISENHOWER RD
MANOR, TX 78653
CITY OF MANOR TEXAS
105 E EGGLESTON ST
MANOR, TX USA 78653-3463

FLORES JOSE ELEUTERIO & MARTHA
SAMANO RODRIQUEZ
13912 MAMIE EISENHOWER RD
MANOR, TX 78653-2475

TAPIA JASIRIS
13908 MAMIE EISENHOWER RD
MANOR, TX 78653-2475

VALLE CORINA M
19601 CAROLINE HARRISON ST
MANOR, TX 78653-2478

HIPOLITO DAVID LUNA & IRENE
GONZALEZ SERRANO
19605 CAROLINE HARRISON ST
MANOR, TX 78653-2478

UGARTE MARIBEL ESQUIVEL & JUAN
CARLOS PADRON MEDINA
19609 CAROLINE HARRISON ST
MANOR, TX 78653-2478

SHETH RUCHI CHANDRAKANT &
DARSHIT R
208 ROLLING FORK BND
IRVING TX, 75039-3808

ALCANTARA MARCO
19617 CAROLINE HARRISON ST
MANOR, TX 78653-2478

CRUZ DANIEL MELCHOR
19621 CAROLINE HARRISON ST
MANOR, TX 78653-2478

FARHAT HUMAYUN & HAMIDA
19625 CAROLINE HARRISON ST
MANOR, TX 78653-2478

HAOUI ALI
19701 CAROLINE HARRISON ST
MANOR, TX 78653-2479

WORKMAN BRITTANY NICOLE
19705 CAROLINE HARRISON ST
MANOR, TX 78653-2479

RODRIGUEZ KATIE SUE & JOHN
THOMAS
19709 CAROLINE HARRISON ST
MANOR, TX 78653-2479

OCHOA MEZZIE LEE
19713 CAROLINE HARRISON ST
MANOR, TX 78653-2479

OTHMAN SAEB
19717 CAROLINE HARRISON ST
MANOR, TX 78653-2479

TAYLOR RAYNARD SCOTT
19721 CAROLINE HARRISON ST
MANOR, TX 78653-2479

DOMINGUEZ OMAR TORAL & LEONILA
HERNANDEZ CABRERA
19801 CAROLINE HARRISON ST
MANOR, TX 78653-2480

ASFAW ESKEDAR & BEGASHAW GEBRE
19805 CAROLINE HARRISON ST
MANOR, TX 78653-2480

PIEDRA JORGE LUIS SOSA
19809 CAROLINE HARRISON ST
MANOR, TX 78653-2480

CHRISTIAN ELADIO RODRIGUEZ
19813 CAROLINE HARRISON ST
MANOR, TX 78653-2480

DOUGLAS HOWARD III ETAL
19812 ANN RICHARDS AVE
MANOR, TX 78653-2473

ROJAS ROBERTO NORBERTO PEREZ &
DIANELIS ACOSTA MUNOZ
19808 ANN RICHARDS AVE
MANOR, TX 78653-2473

WALSH BRIAN EDWARD
19804 ANN RICHARDS AVE
MANOR, TX 78653-2473

MACIAS JAIME
19800 ANN RICHARDS AVE
MANOR, TX 78653-2473

HERNANDEZ-ALVAREZ IVETTE
19720 ANN RICHARDS AVE
MANOR, TX 78653-2472

FELICIANO MISSOKI JAIMES & ISIDRO
19716 ANN RICHARDS AVE
MANOR, TX 78653-2472

SALKELD JAMES B & AMERICA A
19704 ANN RICHARDS AVE
MANOR, TX 78653-2472

BYRD RODNEY
19620 ANN RICHARDS AVE
MANOR, TX 78653-2471

DURING OLUFUNMILAYO O
19608 ANN RICHARDS AVE
MANOR, TX 78653-2471

FORESTAR REAL ESTATE GROUP INC
2221 E LAMAR BLVD
STE 790
ARLINGTON, TX 76006-7458

GARCIA EVELYN PLACERES
20001 ABIGAIL FILLMORE RD
MANOR, TX 78653

KHUDHEYER MUNTADAR FADEL &
SHAHAD SARMAD
19824 ABIGAIL FILLMORE RD
MANOR, TX 78653

CORDOVA-PINOT REBECCA & DANERY
JOHEL PINOT MORAZAN
19812 ABIGAIL FILLMORE RD
MANOR, TX 78653

TOVAR JOSE & MARIEL JUDITH
19821 ABIGAIL FILLMORE RD
MANOR, TX 78653

FORESTAR REAL ESTATE GROUP INC
ATTN JOHN MABERRY
2221 E LAMAR BLVD STE 790
ARLINGTON TX 76006-7458

FEUMY GEORGES HERVE & CARINE
NGATCHA EPSE
19712 ANN RICHARDS AVE
MANOR, TX 78653-2472

LIMBU APANA PHAGO
19700 ANN RICHARDS AVE
MANOR, TX 78653-2472

KONGPACHIT JUSTIN THOM
19616 ANN RICHARDS AVE
MANOR, TX 78653-2471

ECHELMEYER HENRY M
19604 ANN RICHARDS AVE
MANOR, TX 78653-2471

GOVEA CESAR
20004 PRICE DANIEL DR
MANOR, TX 78653

WALSH CAITLYN & CODY WALTHER
19912 ABIGAIL FILLMORE RD
MANOR, TX 78653

BENITEZ JAIENE & JUAN DAVID
DOMINGUEZ PACHECO
19820 ABIGAIL FILLMORE RD
MANOR, TX 78653

DAR MIKE
19813 ABIGAIL FILLMORE RD
MANOR, TX 78653

HESTAND DANA ELAINE
19825 ABIGAIL FILLMORE RD
MANOR, TX 78653

IRIGOLLEN CESAR & CYNTHIA L PEREZ
20220 ANDREW JOHNSON DR
MANOR, TX 78653

GUTIERREZ VICTOR VENI
JASMINA DEL CARMEN ACEVEDO
OLIVAS
19708 ANN RICHARDS AVE
MANOR, TX 78653-2472
TETTEY FERDINAND OWUSU
19624 ANN RICHARDS AVE
MANOR, TX 78653-2471

TORALES MARIA LAURA SANTOS
19612 ANN RICHARDS AVE
MANOR, TX 78653-2471

MARTINEZ ROGELIO BENITEZ & JORGE
ARCE CHAPARRO
19600 ANN RICHARDS AVE
MANOR, TX 78653-2471

LE KHAN
20000 PRICE DANIEL DR
MANOR, TX 78653

OFORI-NKWAGYIE FREDERICK & MAVIS
19828 ABIGAIL FILLMORE RD
MANOR, TX 78653

SMITH JORDAN S
19816 ABIGAIL FILLMORE RD
MANOR, TX 78653

JAHANI NATASHA NUREZ & AL-KARIM
JAHANI
19817 ABIGAIL FILLMORE RD
MANOR, TX 78653

WYNNE JARED D WYNNE & ANNA
19829 ABIGAIL FILLMORE RD
MANOR, TX 78653

MARLER ROBERT & ALICIA
20216 ANDREW JOHNSON DR
MANOR, TX 78653

GOMEZ FLORES JORGE L & MARTHA
GONZALEZ GONZALEZ & JORGE L
GOMEZ GONZALEZ
20212 ANDREW JOHNSON DR
MANOR, TX 78653
LAKSHMINARAYANA VENKATESH
PRABHANJAN
21017 PRICE DANIEL DR
MANOR, TX 78653

VEERAMACHANENI RAVITEJ &
RAMYAPRATYUSHA TATIKONDA
21029 PRICE DANIEL DR
MANOR, TX 78653

ALVAREZ MIGUEL JR
13605 REBECCA LATIMER RD
MANOR, TX 78653

JIMENEZ DANIEL JONATHAN & JAIME
JIMENEZ MACEDONIO
13617 REBECCA LATIMER RD
MANOR, TX 78653

FEROSE JULIA MICHELLE & AJ
ANTHONY-JOSEPH FINK
21000 ABIGAIL FILLMORE RD
MANOR, TX 78653

BAWANI SHAMS ZULFIQAR
20020 ABIGAIL FILLMORE RD
MANOR, TX 78653

WOOLBERT KENNAN & LAURA
20008 ABIGAIL FILLMORE RD
MANOR, TX 78653

BERRY NICHOLAS
19916 ABIGAIL FILLMORE RD
MANOR, TX 78653

YIN FENGJIE & MINJAE JUNG
20013 ABIGAIL FILLMORE RD
MANOR, TX 78653

KNORI LAUREN & DYLAN REED
20208 ANDREW JOHNSON DR
MANOR, TX 78653

HOLMES ASPEN JADE & JARED SCOTT
ARAGON
21021 PRICE DANIEL DR
MANOR, TX 78653

GUERRERO SAMUEL
21031 PRICE DANIEL DR
MANOR, TX 78653

GRANT DENIANN
13609 REBECCA LATIMER RD
MANOR, TX 78653

NGUYEN LAM THANH
21008 ABIGAIL FILLMORE RD
MANOR, TX 78653

KANNAN SRIPATI
20028 ABIGAIL FILLMORE RD
MANOR, TX 78653

PANNELL CHRISTOPHER
20016 ABIGAIL FILLMORE RD
MANOR, TX 78653

LUCEY MICHAEL C & YAIZA E LARA
20004 ABIGAIL FILLMORE RD
MANOR, TX 78653

HASANOVA SAFIYYA & EMIL GARAYEV
20005 ABIGAIL FILLMORE RD
MANOR, TX 78653

REDIN CATHY JANE & KENNETH LEE
20017 ABIGAIL FILLMORE RD
MANOR, TX 78653

LE QUANG TUYEN, THI KIM
PHAM, PHAM QUYNH TRAM LE & THUY
TO UYEN LE
20204 ANDREW JOHNSON DR
MANOR, TX 78653
SANCHEZ BRANDON & BRAYAN
SANCHEZ CRUZ
21025 PRICE DANIEL DR
MANOR, TX 78653

PEREZ GABRIEL LEONGUERRERO
13601 REBECCA LATIMER RD
MANOR, TX 78653

KAMIKUBO HIKARU
13613 REBECCA LATIMER RD
MANOR, TX 78653

HARRINGTON PRISCILLA & BAMIDELE
OGUNTUASE
21004 ABIGAIL FILLMORE RD
MANOR, TX 78653

MARTINEZ MELANIE RENEE
20024 ABIGAIL FILLMORE RD
MANOR, TX 78653

MARROQUIN JEFFREY & LUCIA PINON
20012 ABIGAIL FILLMORE RD
MANOR, TX 78653

RODRIGUEZ JULIO CESAR BRIZUELA &
NORMA ANGELICA DIAZ ACOSTA
20000 ABIGAIL FILLMORE RD
MANOR, TX 78653

PENA JOSHUA CHARLES & ROBERT
MAHOR JR
20009 ABIGAIL FILLMORE RD
MANOR, TX 78653

KHAN AVNER ANWAR
20021 ABIGAIL FILLMORE RD
MANOR, TX 78653

TRUJILLO MARIA D MALDONADO &
ABRIL G RODRIGUEZ MALDONADO &
BEATRIZ MALDONADO
20025 ABIGAIL FILLMORE RD
MANOR, TX 78653
HICKMOTT CYNTHIA LENAN
21017 ABIGAIL FILLMORE RD
MANOR, TX 78653

DOMINGUEZ CARMEN M
20029 ABIGAIL FILLMORE RD
MANOR, TX 78653

REYES RICHARD & ADOLFIN
21001 ABIGAIL FILLMORE RD
MANOR, TX 78653

SAHA SANDIPAN
21021 ABIGAIL FILLMORE RD
MANOR, TX 78653

AVILA RICARDO MANUEL & YURIDIA
ESTELLA
21025 ABIGAIL FILLMORE RD
MANOR, TX 78653

ABDULMAJEED TARIQ
21029 ABIGAIL FILLMORE RD
MANOR, TX 78653

PATIL HEMANT JIVRAM
21028 PRICE DANIEL DR
MANOR, TX 78653

BLACK BRUCE FREDRICK JR & JENNIFER
WOLELY
21024 PRICE DANIEL DR
MANOR, TX 78653

RENFRO ROSS & WONCHANOK
VISITSACK
21020 PRICE DANIEL DR
MANOR, TX 78653

AL-GBURI AHMED SABRI KHAZENDAR &
MARYAM AL-GBURI
21016 PRICE DANIEL DR
MANOR, TX 78653

DICKEY ERIC ASHTON & MARTA
LORENA FONSECA
21012 PRICE DANIEL DR
MANOR, TX 78653

GUERRERO JOANA & CEZAR
20028 PRICE DANIEL DR
MANOR, TX 78653

RAUT NIDHI
20024 PRICE DANIEL DR
MANOR, TX 78653

SUAREZ JOSE A JIMENEZ
20020 PRICE DANIEL DR
MANOR, TX 78653

NGUYEN KHOA THANH
20016 PRICE DANIEL DR
MANOR, TX 78653

GONZALEZ ANA MARIA ESPARZA &
FRANCISCO LUCIO
20012 PRICE DANIEL DR
MANOR, TX 78653

KINCELL ALEX & KRYSTAL ALANA
KINCELL & FRANK KINCELL
20008 PRICE DANIEL DR
MANOR, TX 78653

CONTINENTAL HOMES OF TEXAS L P
10700 PECAN PARK BLVD
STE 400
AUSTIN, TX 78750

NGUYEN NGHIA TRUNG
21012 ABIGAIL FILLMORE RD
MANOR, TX US 78653

LE MINH TAN
21005 ABIGAIL FILLMORE RD
MANOR, TX 78653

FORESTAR REAL ESTATE GROUP INC
ATTN JOHN MABERRY
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006

DUQUE STATES LLC
2311 W HOWARD LN
AUSTIN, TX 78728

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 A-2
COMMERCIAL PARCELS

EXHIBIT B-1

MASTER DEVELOPMENT PLAN

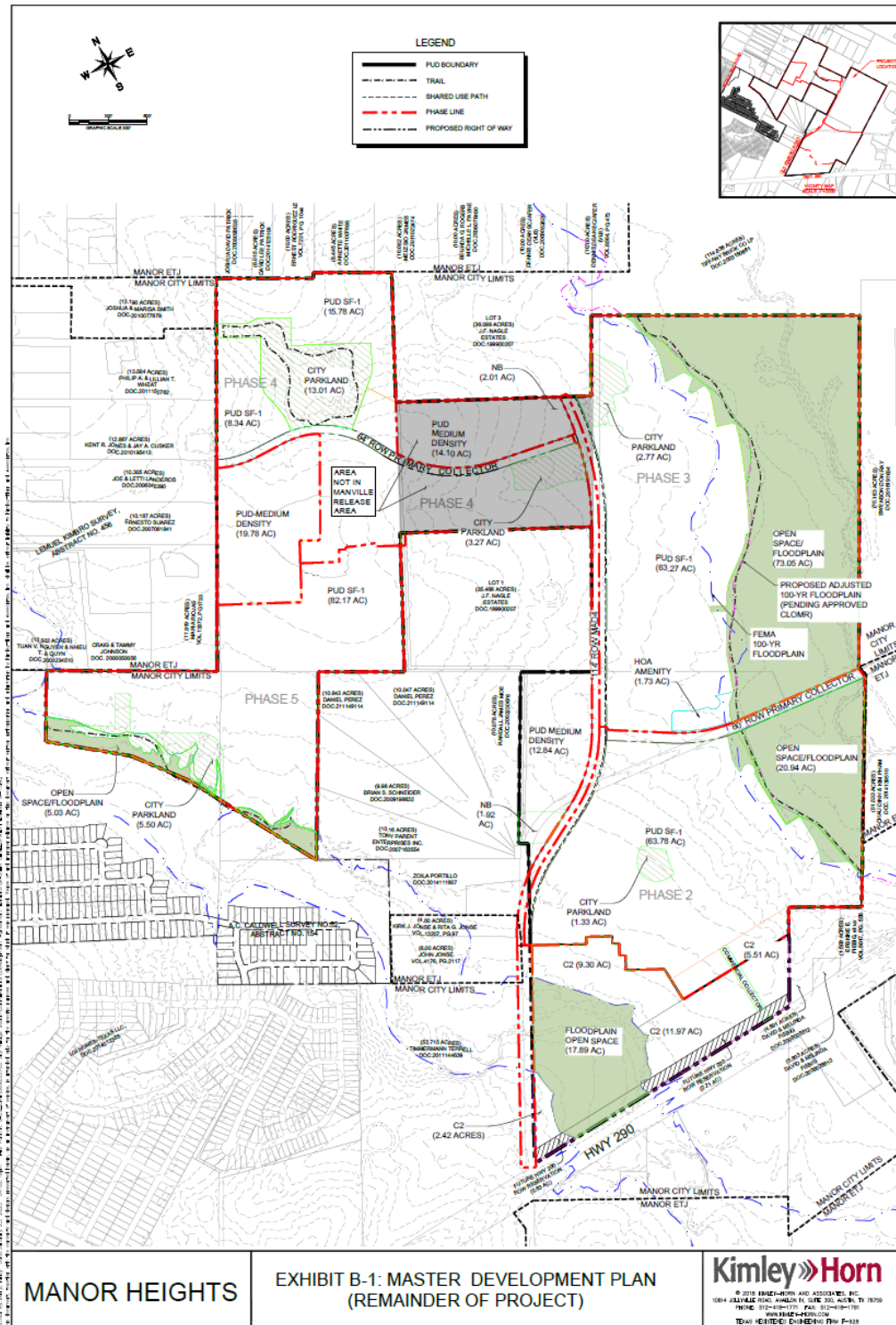


EXHIBIT E

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)	REAR YARD SETBACK (FT)	MINIMUM LOT AREA (SQ. FT.)	MINIMUM LOT WIDTH (FT.)	MINIMUM LOT DEPTH (FT.)
PUD SF-1	10	10	10	10	5,000	30	150
PUD MEDIUM DENSITY	10	10	10	10	5,000	30	150

* FOR LOTS WITH PROPOSED 10 FOOT FRONT YARD SETBACKS, ALLEYS ARE TO BE PROVIDED ALONG WITH REQUIRED REAR YARD SETBACK TO ACCOMMODATE FOR PARKING REQUIREMENTS. FOR LOTS WITH 15 FOOT REAR YARD SETBACKS, A 20 FOOT 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	1200 SF (LIVING AREA)	-
PUD MEDIUM DENSITY	1 UNIT/ACRE	9 UNITS PER ACRE
C-2 AND NB	0.2 FAR	1.8 FAR

MAD 4 DESIGN

**PRIMARY COLLECTOR
(WITH NO SF-1 FRONTAGE)**

**PRIMARY COLLECTOR
(WITH SF-1 FRONTAGE)**

PROJECT LOCATION

NOTES

- AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE INSTEAD OF A TRUE SURVEY.
- AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 10 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 4 AND 10 INCHES IN CALIPER) TO BE REMOVED 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 WITH CONSTRUCTION PLANS ON A PER PHASE BASIS.
- SIGNIFICANT COTTONWOOD, HAWTHORN OR WILLOW TREES REMOVED SHALL BE REPLACED AT A RATE OF TEN NEW COTTONWOOD TREES WITH AN APPROVED HARDWOOD TREE. ALL OTHER SIGNIFICANT TREES MUST BE REPLACED AT THE RATIO OF ONE NEW TREE TO ONE REMOVED TREE.
- 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 SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE LAND PLAN AND OUTLINES THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE CITY HANDBOOK 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 MAKE 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 PLAT, BUT MUST BE COMPLETED PRIOR TO THE BEGINNING OF A CONSTRUCTION OR OCCUPANCY OR WITHIN 3 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT MUST BE PROVIDED AND A BOND FOR THE CONSTRUCTION OF ANY SIDEWALKS MUST BE PROVIDED TO THE CITY. EACH YEAR THE SIDEWALKS AND CURBS MUST BE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE COMPLETION OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE 3 YEAR PERIOD SHALL BE COMPLETED BY THE DEVELOPER BY THE CITY WITHIN THE REDEVELOPMENT 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 NO LESS THAN 20 FEET.
 - LOTS ALONG CUL-DE-SACS AND CURVED ALIGNMENT TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 15 FEET AT THE POINT OF ENTRY AND 20 FEET FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
- SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM SIDE SET BACK OF THIS (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 PARKING CALCULATION TABLES REQUIREMENTS.
- EXISTING SITE TOPOGRAPHY CONTAINS RELATIVELY FLAT SLOPES RANGING FROM 1% TO 10% PROPOSED SIDEWALKS AND CURBS WILL BE FOR EMERGENCY ACCESS AND WILL MEET CITY OF MANOR TRANSPORTATION CRITERIA MANUAL AND EMERGENCY SERVICE DEPARTMENT.
- LANDSCAPING AND SIDEWALKS WILL BE INTEGRATED INTO THE FINAL DESIGN AND WILL BE PROVIDED TO CREATE ADEQUATE BUFFER TO ADJACENT LOTS, HOME, WORKPLACE OR ACTIVITIES FROM ADJACENT PROPERTIES.
- NO DUPLICATIONS 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 LIVING UNIT AND ONE-HALF SPACE FOR EACH ADDITIONAL BEDROOM ABOVE TWO PLUS ANY ADDITIONAL SPACES FOR VISIT OR PROVIDOR. TRUCKS AND ADEQUATE OFF-SITE PARKING TO MEET THIS PARKING REQUIREMENT IS SUBJECT TO APPROVAL BY THE CITY DEVELOPMENT SERVICES DEPARTMENT.
- ALL RESIDENTIAL LOTS WITHIN THIS PUD WILL FOLLOW THE DESIGN STANDARDS THAT ARE APPLIED UPON BETWEEN THE DEVELOPER AND CITY OF MANOR.
- THERE WILL BE A 16 HOUR MAXIMUM TIME LIMIT FOR THE PARKING ON RESIDENTIAL STREETS.
- PUBLIC TRAILER BROWN ALONG FLOORPLAN CITY PARKLAND, AND CUL-DE-SACS SHALL BE A MINIMUM OF 8 FEET WIDE AND SHALL BE COMPOSED OF CONCRETE OR ASPHALT DRIVEWAYS 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 SIGNED BY A LICENSED ARCHITECT (OR AN ARCHITECTURAL ENGINEER) THAT THE ARCHITECTURAL REVIEW COMMITTEE (AIRC) HAS REVIEWED AND APPROVED THE HOUSE PLANS AS COMPLYING WITH THE CITY ARCHITECTURAL DESIGN REQUIREMENTS FOR CITY REVIEW.
- LOTS UNDER THE PUD MEDIUM DENSITY CATEGORY SHALL BE ALLOCATED WHEN THE PROPOSED FRONT YARD SETBACK IS 10 FEET.
- THE MINIMUM STORAGE WAREHOUSE IS PERMITTED WITH ALL CONDITIONS DETERMINED IN JUDICIAL DECISION FOR THE USE. ADDITIONALLY, NO PORTION OF THE MINIMUM STORAGE WAREHOUSE SHALL BE LOCATED WITHIN 200 FEET OF OLD KIMBLE ROAD OR U.S. HIGHWAY 286.

MANOR HEIGHTS

LAND DEVELOPMENT
AGREEMENT EXHIBITS

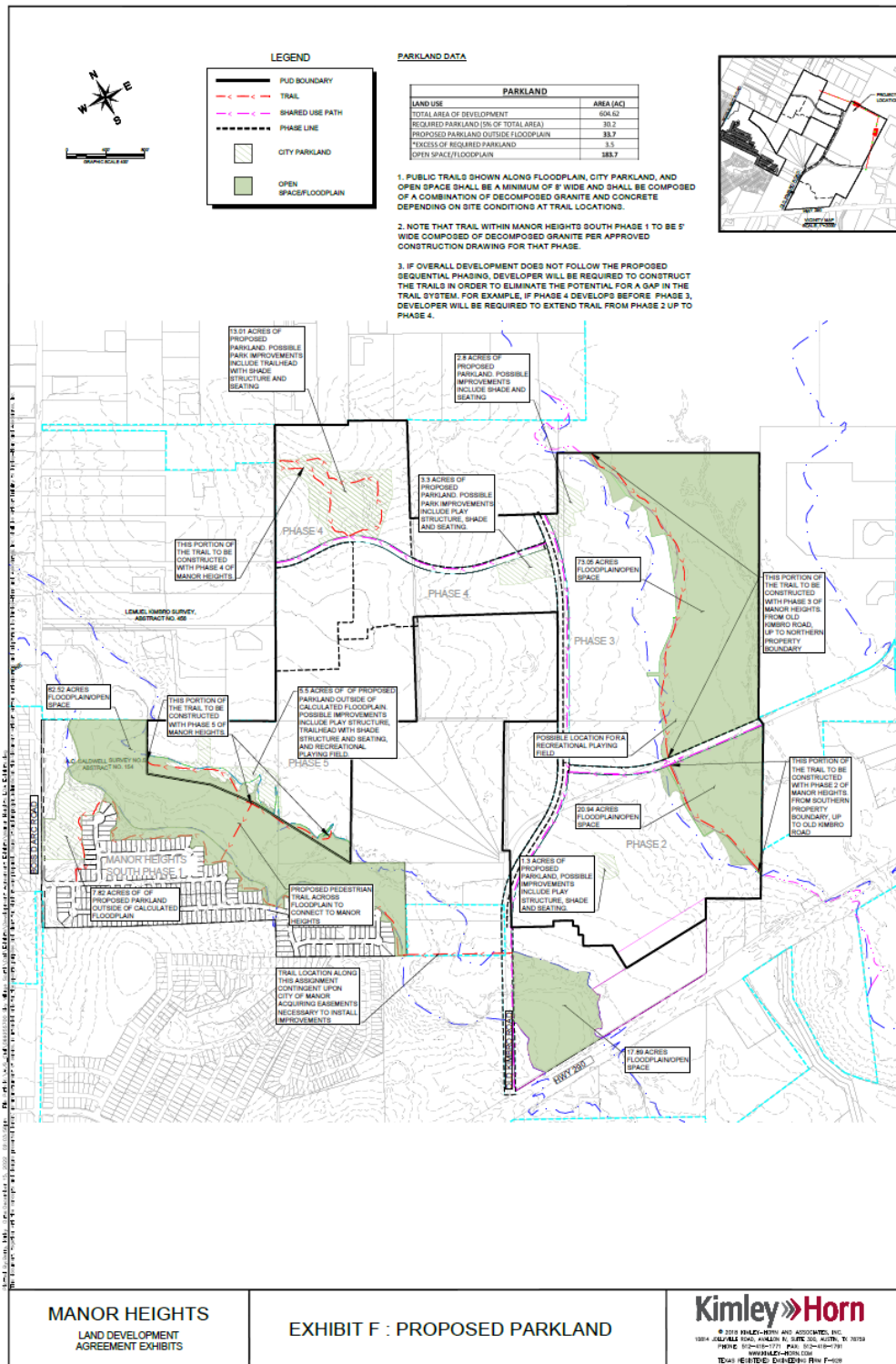
EXHIBIT E : CODE MODIFICATIONS

Kimley-Horn

© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
1000 JEFFERSON DRIVE, SUITE 200, KIMLEY, VA 20159
PHONE: 703-418-1771 FAX: 703-418-1791
WWW.KIMLEY-HORN.COM
TEAM: KIMLEY-HORN DESIGN TEAM 7-1018

EXHIBIT F

PROPOSED PARKLAND





AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Dunlop, Director
DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance rezoning two (2) lots on .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

LEGAL REVIEW: No

FISCAL IMPACT: No

PRESENTATION: No

ATTACHMENTS: Yes

- Ordinance
- 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 first reading of 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).

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

X

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY SUBURBAN (SF-1) TO 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.

Page 2

PASSED AND APPROVED FIRST READING on this the ____ day of ____ 2023.

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

THE CITY OF MANOR, TEXAS

Dr. Christopher Harvey,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC,
City Secretary

ORDINANCE NO.

Page 3

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).

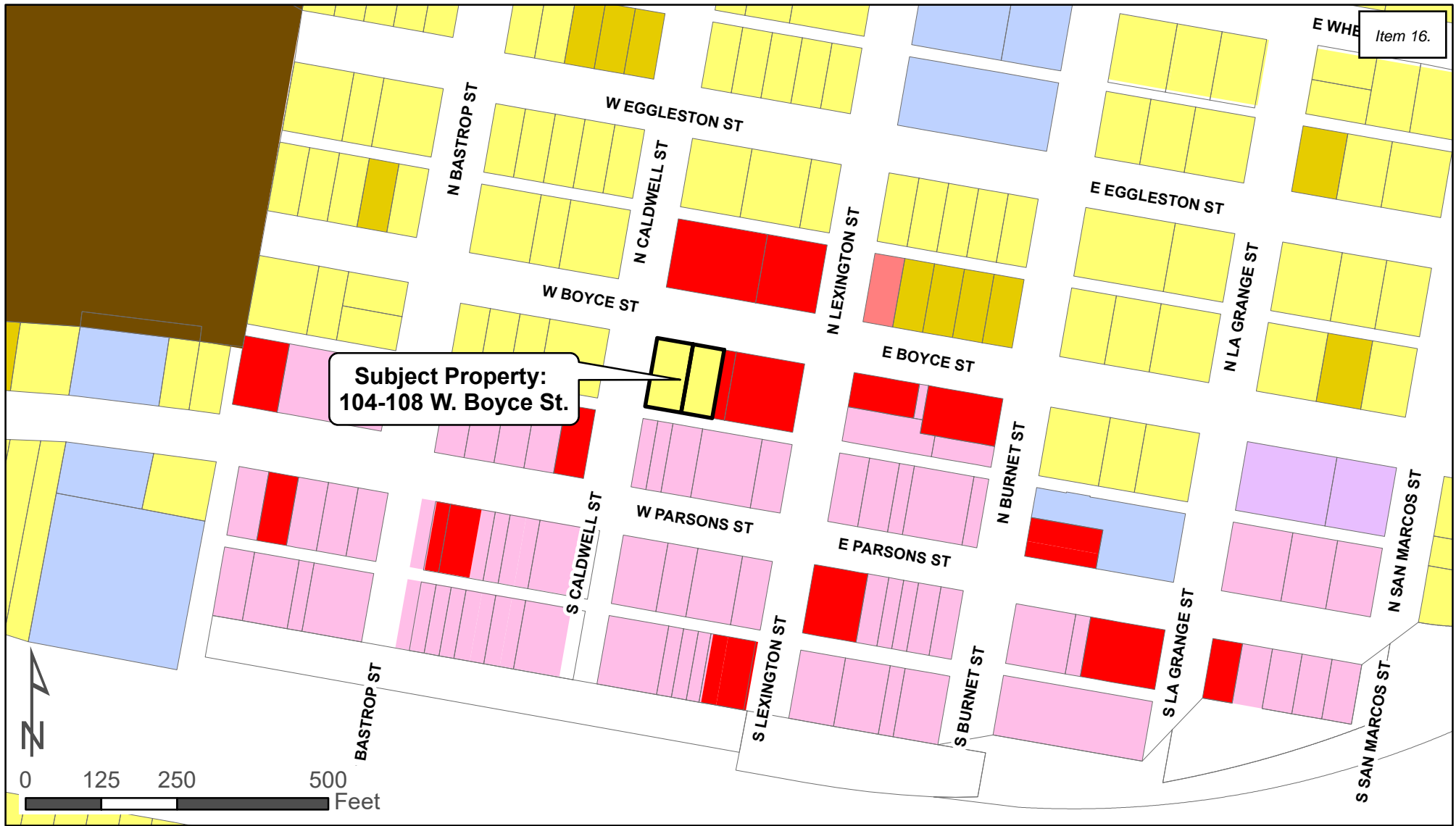
Manor city is planning to expand its central commercial area to revitalize the city and improve the quality of life of adjacent residential areas. To keep up with that idea, dense development of urban areas, especially divided into Downtown Mixed-Use uses including the site, will be required. However, 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




Current:
Single Family Suburban (SF-1)


Proposed:
Downtown Business (DB)





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


Legend


 104 W Boyce


 108 W Boyce St

 Bright Beginnings Learning Center

 Feature 1

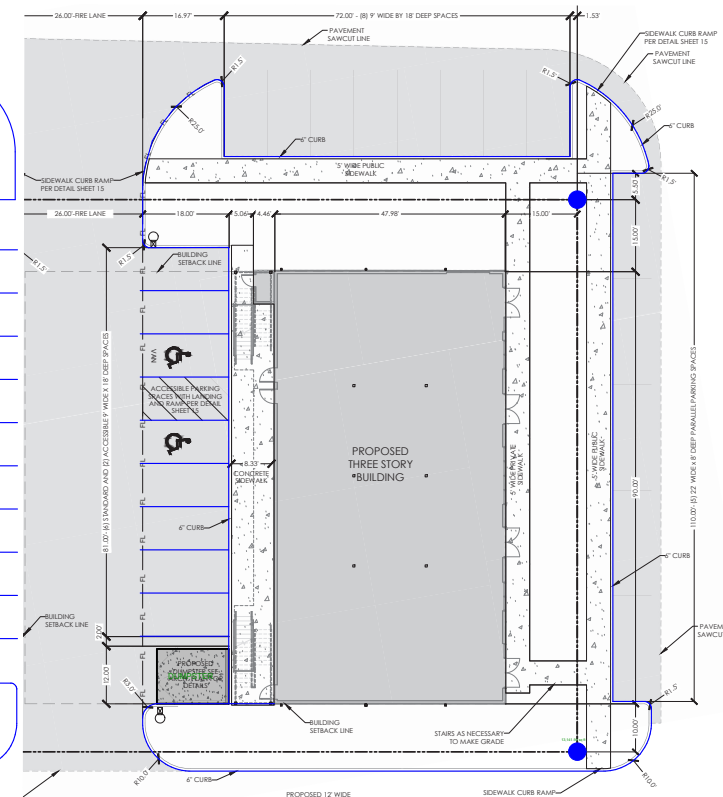
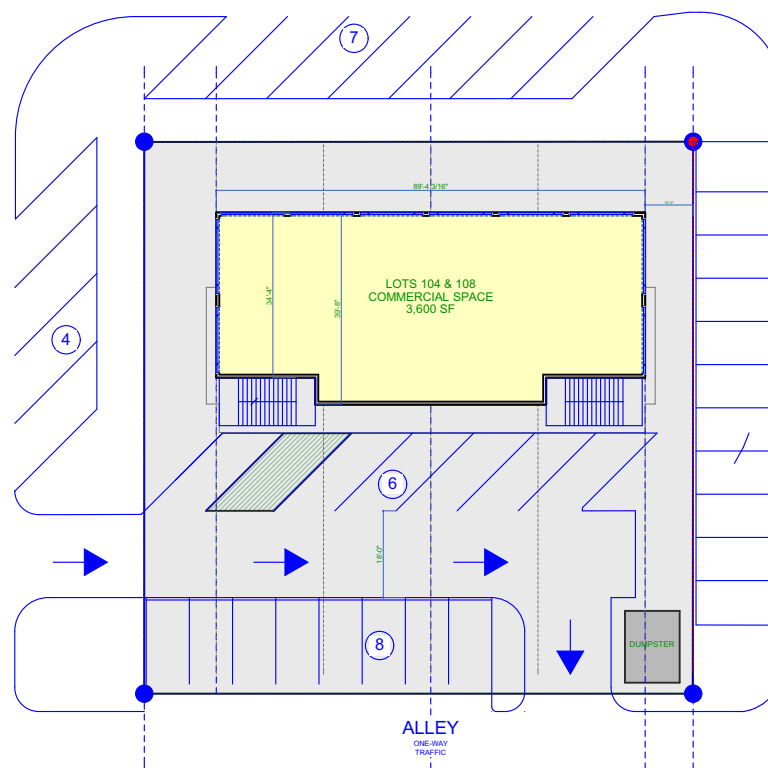
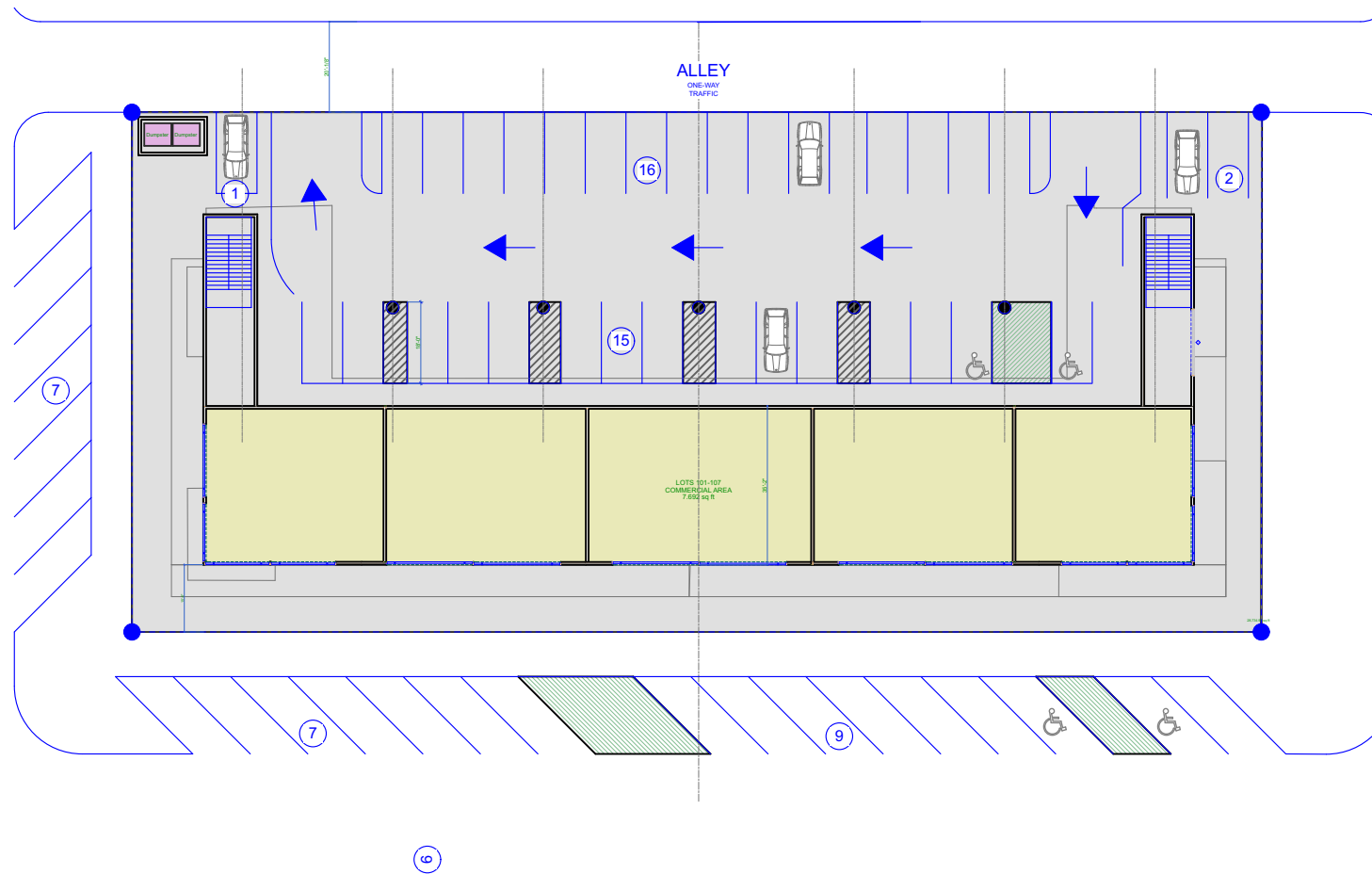
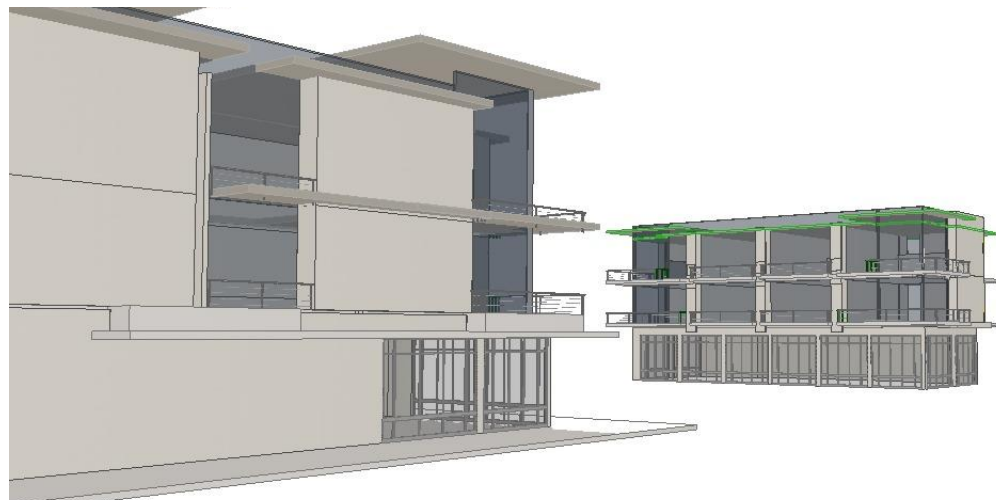
 Feature 2

 Olga book

 Polygon Measure

Item 16.





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:

COPYRIGHT 2015

**FEASIBILITY
ANALYSIS - 1 LOT**

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

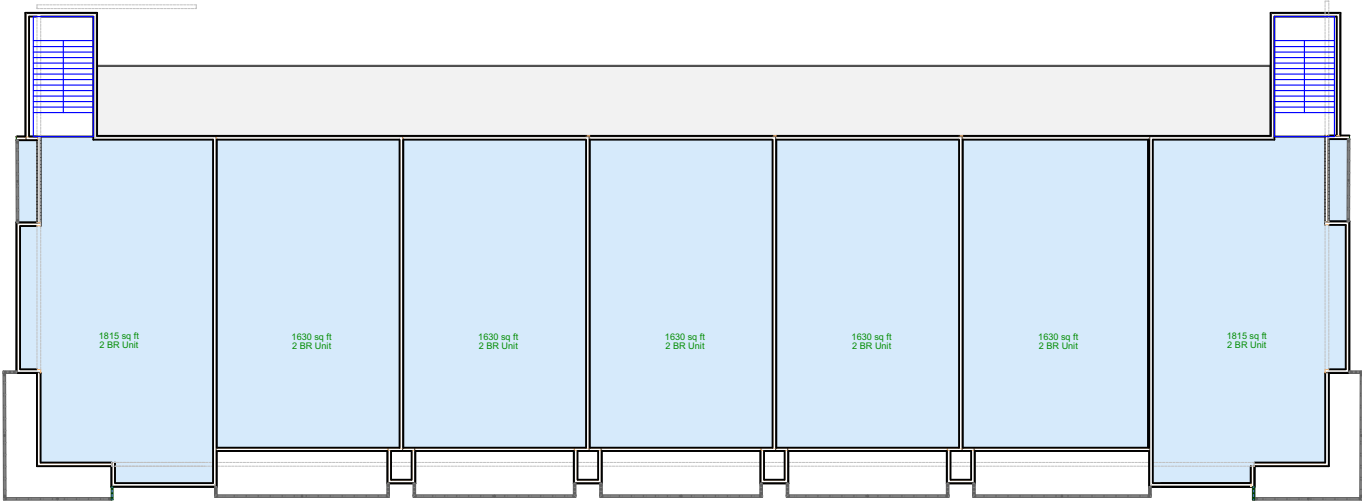
Commercial Space Provided: 7254 sf

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

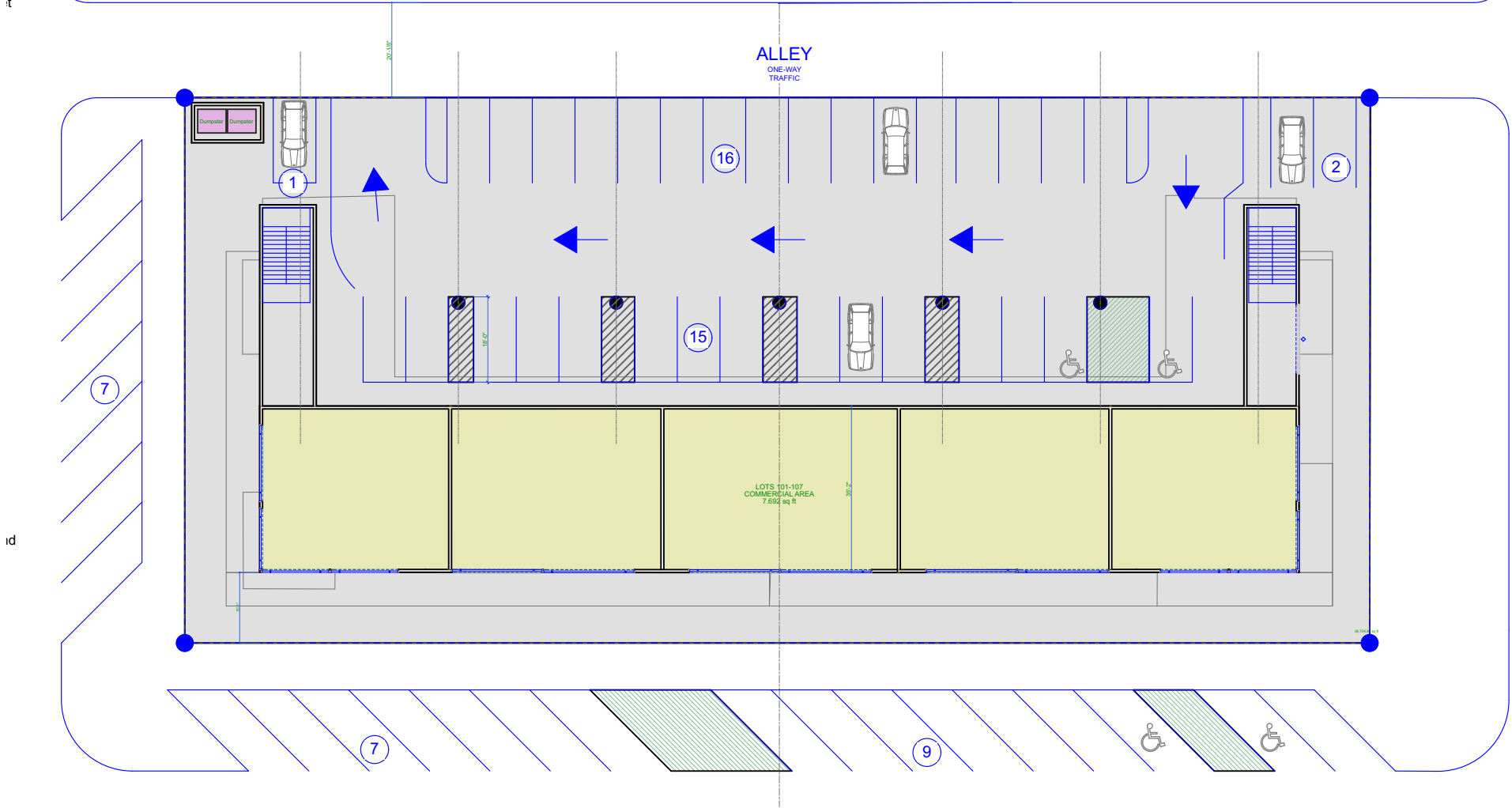
Commercial Parking 1:250
7,692 sf @ 1:250- 31 Spaces Required

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
BoyceStreet
Manor, TX 78653

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

**SCHEMATIC
DESIGN -1 LOT
PODIUM**

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

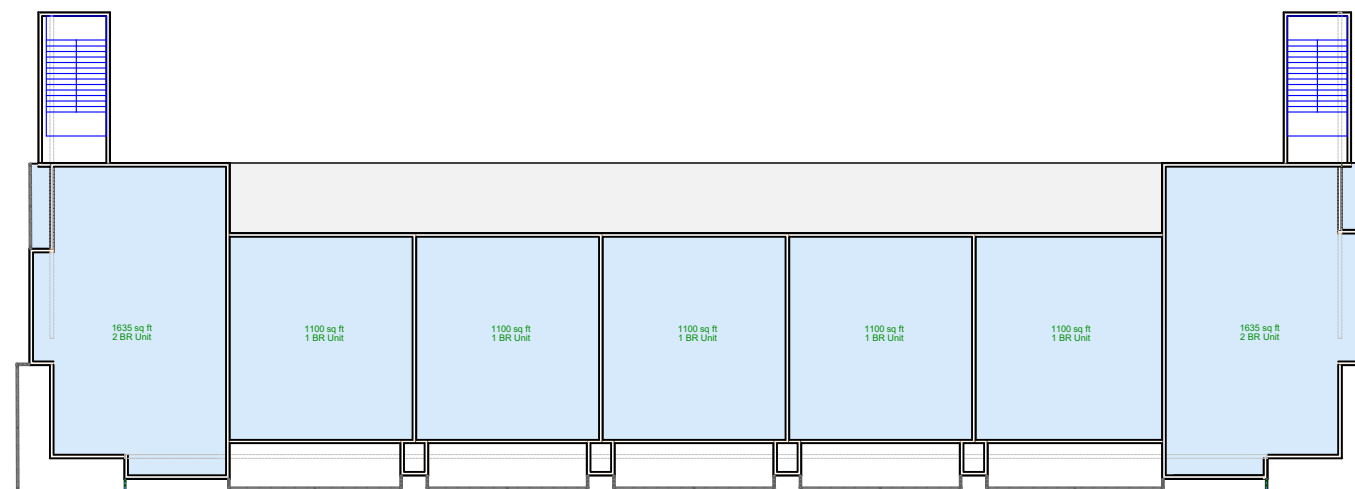
7,692 sf @ 1:250- 31 Spaces Required

TOTAL PARKING SPACES REQUIRED= 54

37 On-Site Parking Spaces Provided

23 Off-Site Street Parking Spaces Provided

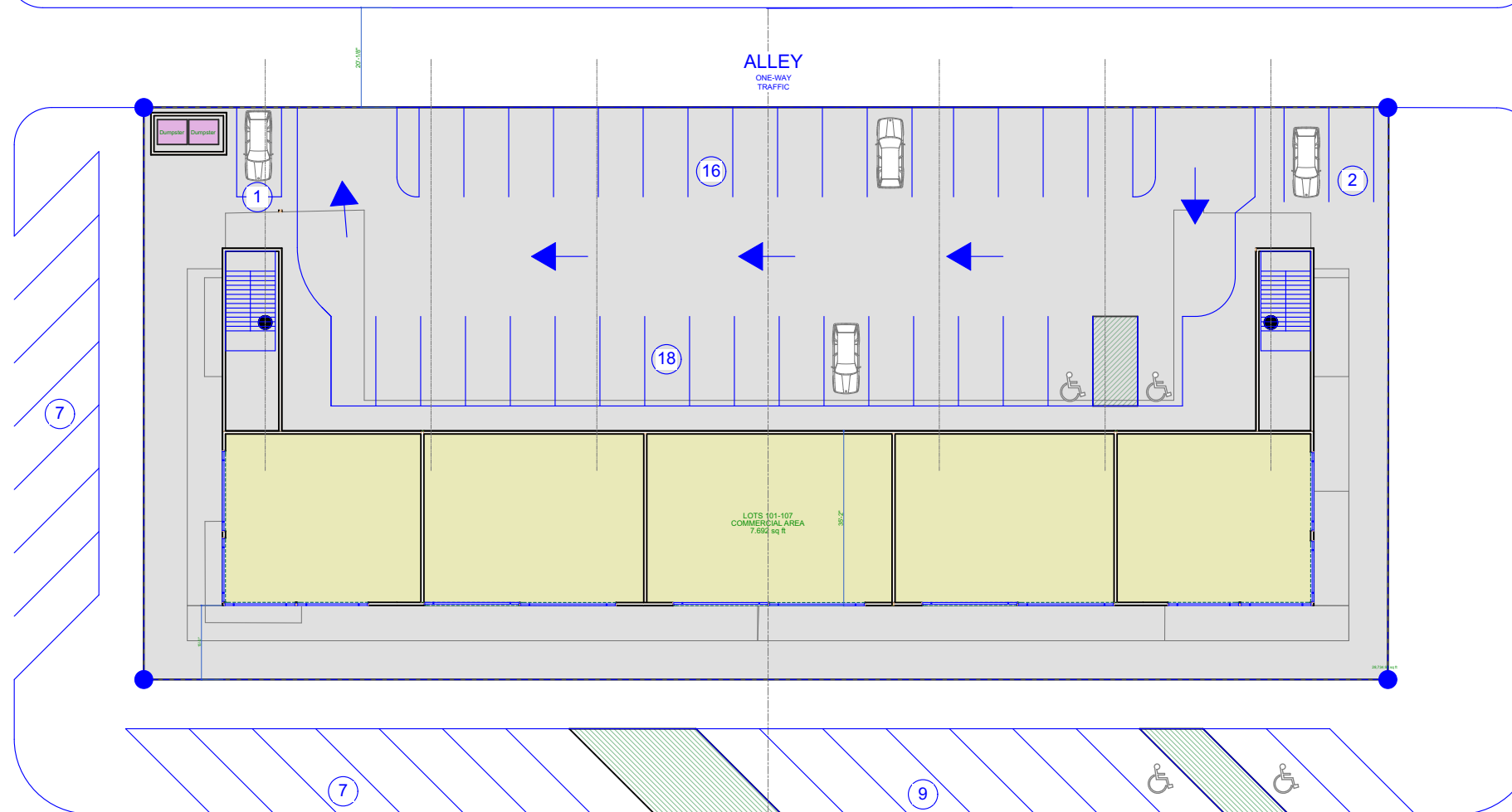
TOTAL SPACES PROVIDED= 60



2

STORIES 2 & 3

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



1

GROUND LEVEL

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



1212 Chicon, Unit 101
Austin, Texas 78702

Item 16.

MANOR Mixed Use Development

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

DATE: 8/23/2023

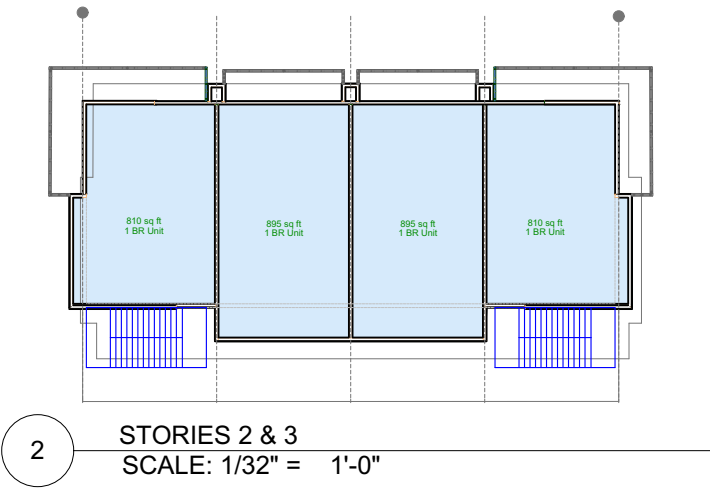
DRAWN BY:

COPYRIGHT 2015

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

02.2

410



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

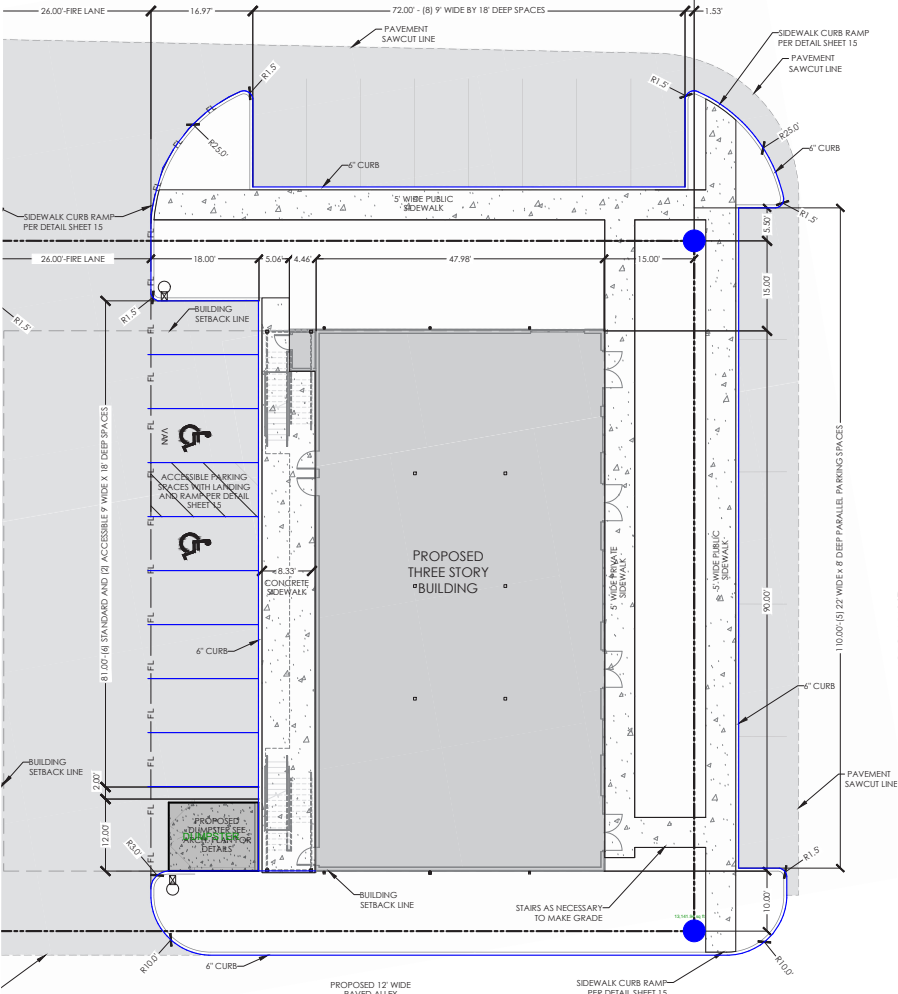
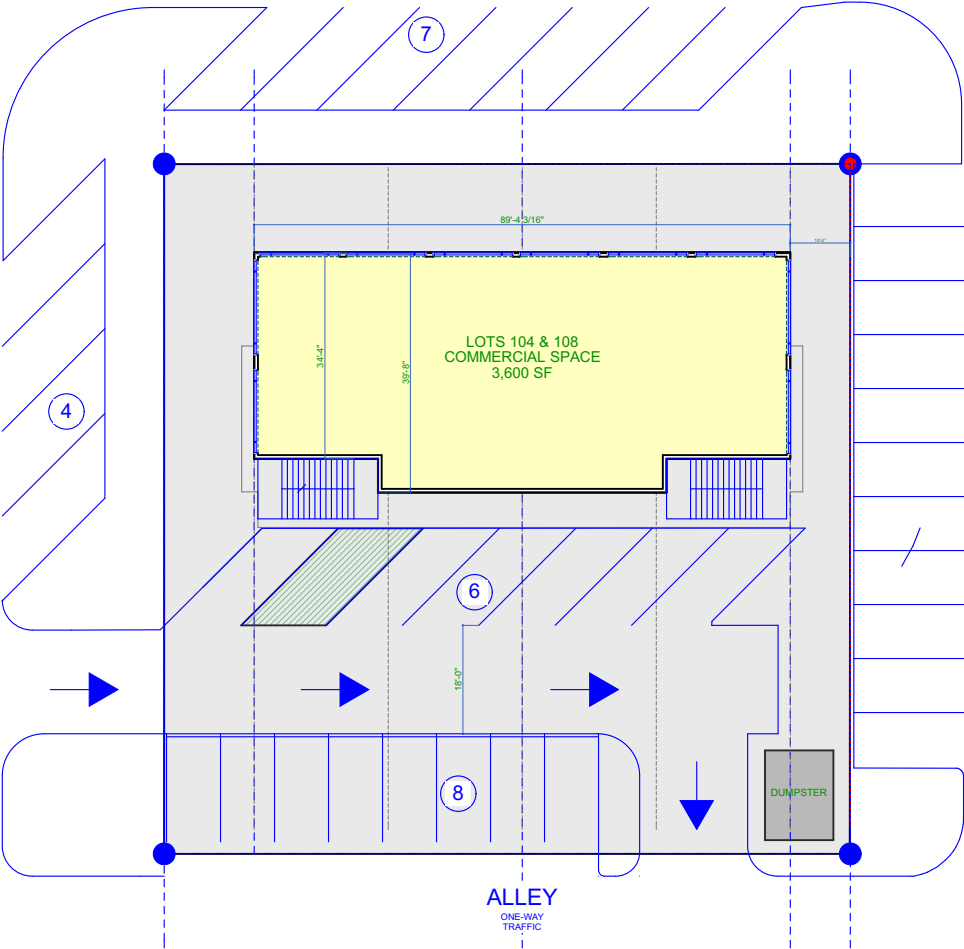
3,600 sf @ 1:250- 14 Spaces Required

TOTAL PARKING SPACES REQUIRED= 26

14 On-Site Parking Spaces Provided

19 Off-Site Street Parking Spaces Provided

TOTAL SPACES PROVIDED= 33



MANOR Mixed Use Development

Lots 101-107
Lots 104 & 108
BoyceStreet
Manor, TX 78653

DATE: 8/23/2023

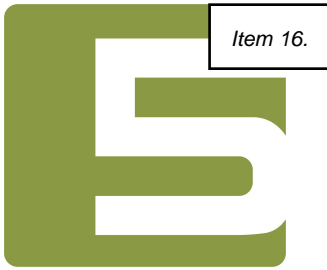
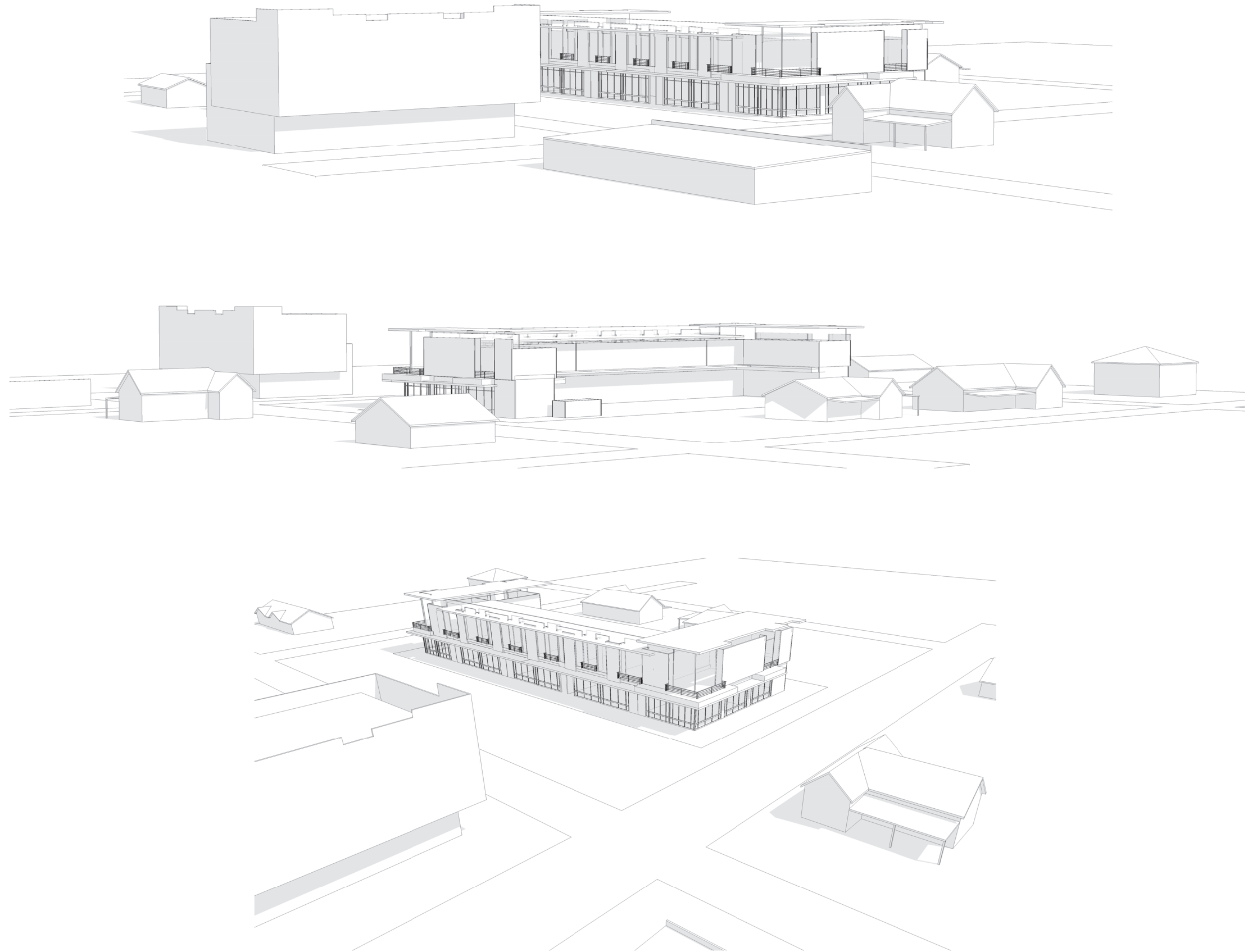
DRAWN BY:

COPYRIGHT 2015

SCHEMATIC
DESIGN LOTS 104
108

03.1

411



Item 16.

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

**AERIAL SITE
CONTEXT- 1 LOT**

04.1

412



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:

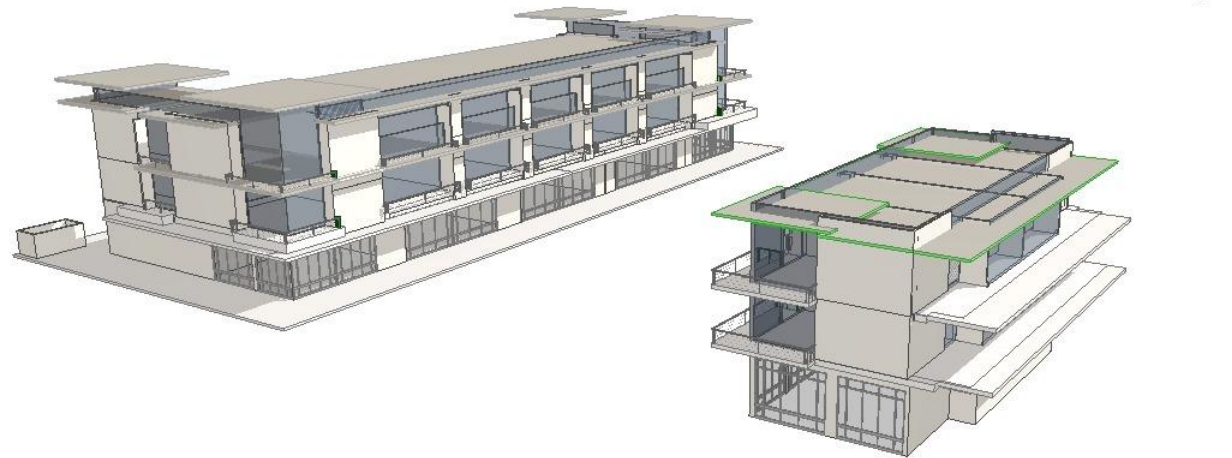
COPYRIGHT 2015

**SCHEMATIC
DESIGN 1 LOT-
PERSPECTIVES**

05.1



1 Perspective
SCALE: 1:106.67



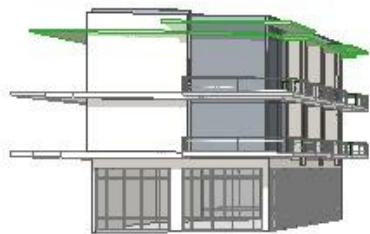
6 Perspective
SCALE: 1:106.67



2 Perspective
SCALE: 1:111.63



5 Perspective
SCALE: 1:106.67



3 Perspective
SCALE: 1:73.85



4 Perspective
SCALE: 1" = 10'



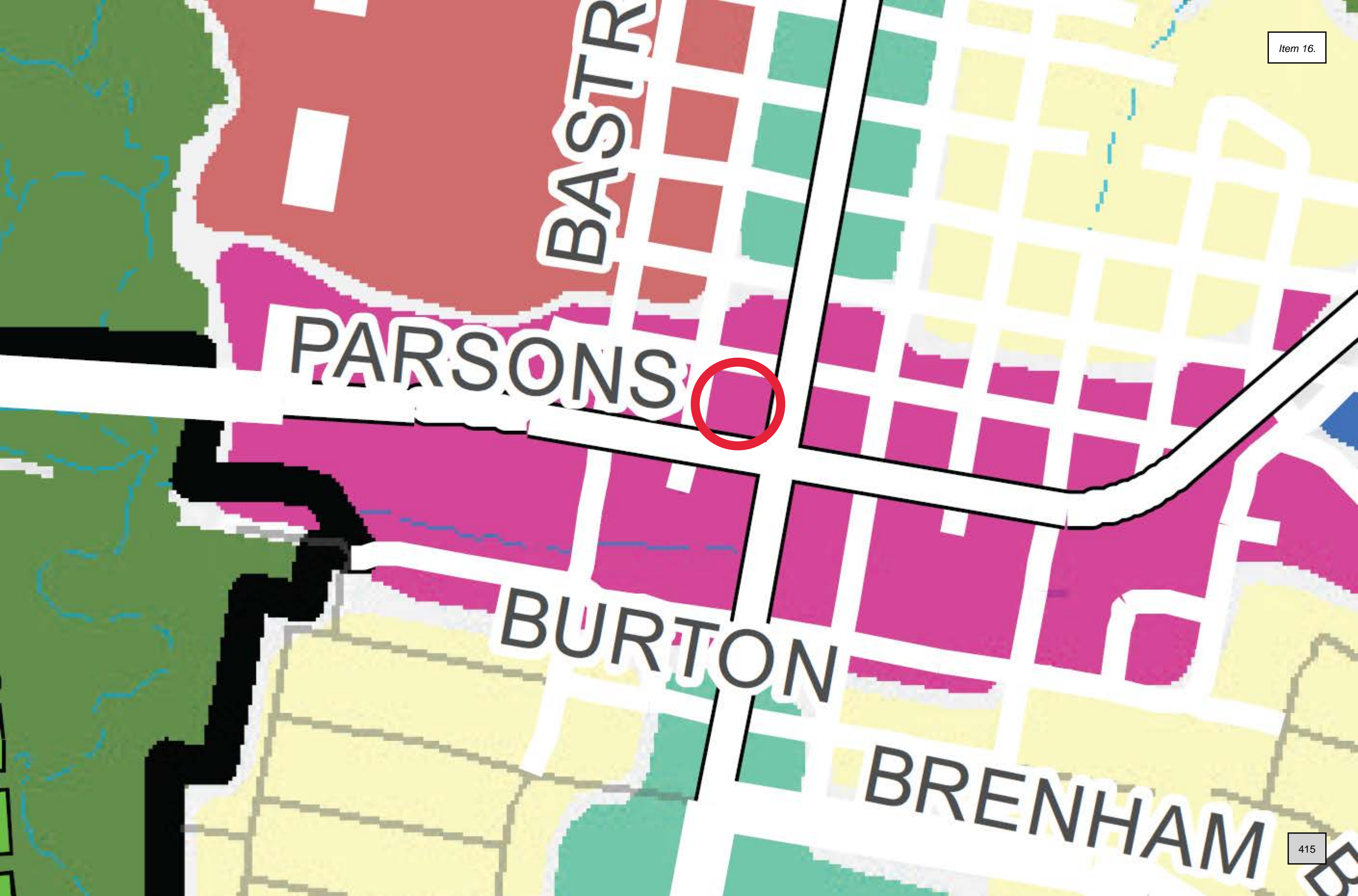
1 STREET RENDERING

**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



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.

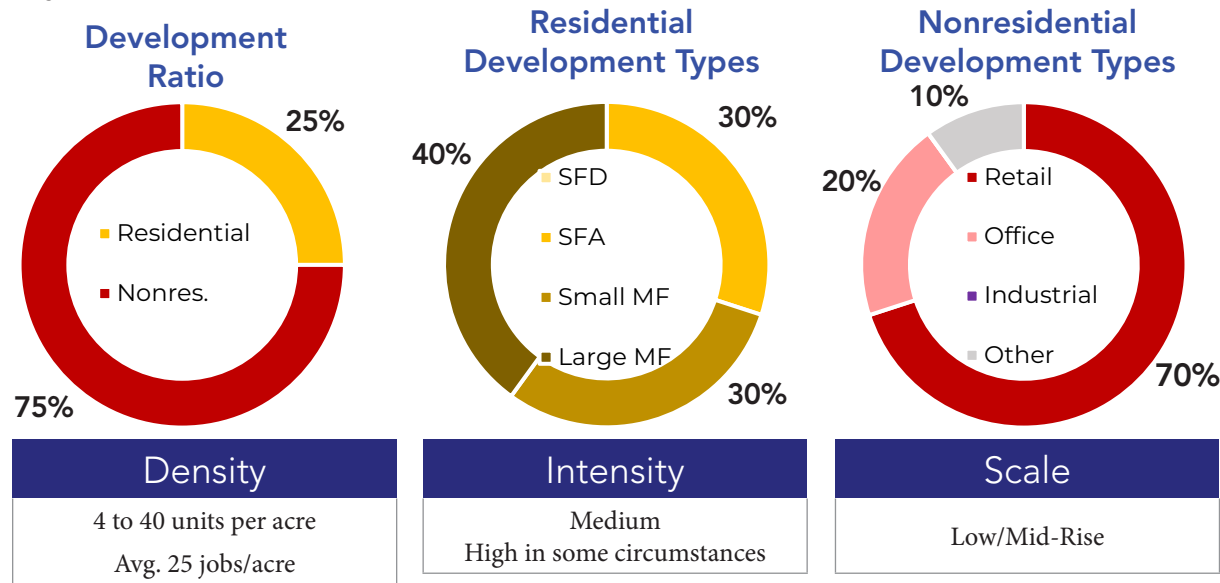
Not only is this area currently a mixed-use environment currently, but it is envisioned to see a strong reinvention via more density and a higher mix of uses in the future. This area should be designed to accommodate transit, should rail services extend to Manor from Austin. However, even if the rail 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 De-tached 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, Neighbor-hood 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, Communi-ty Scale	●●●○○	Not generally considered compatible due to incompatible scale with neighborhoods, but can be de-pending on adjacencies to green space or more intensive uses
Shopping Center, Neighbor-hood 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 walk-ability; 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 particu-larly 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 build-ings, 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: September 20, 2023
PREPARED BY: Lydia Collins, Finance Director
DEPARTMENT: Finance

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a lease contract for the funding of City of Manor Police vehicles.

BACKGROUND/SUMMARY:

These vehicles were preapproved on the FY 2022-2023 Budget on September 21, 2022.

5 Police vehicles	\$ 419,137.90
<u>1 Patrol Sergeant</u>	<u>\$ 75,950.25</u>
total	\$ 495,088.15

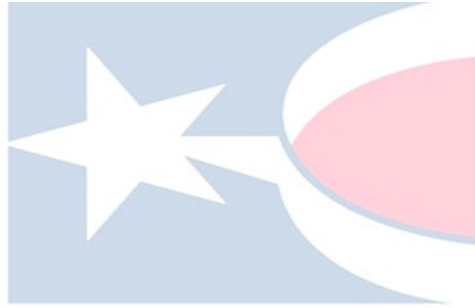
LEGAL REVIEW: No
FISCAL IMPACT: No
PRESENTATION: No
ATTACHMENTS: Yes

- Frontier Bank 5.95% \$117,372.32 annual payments for 60 months
- Government Capital 5.965% \$110,975.66 annual payments for 60 months
- Frost Bank 5.46% \$109,814.94 annual payments for 60 months

STAFF RECOMMENDATION:

It is the city staff's recommendation that the City Council approve and award the lease contract to Frost Bank and authorize the City Manager to execute the final contract after legal review.

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



City of Manor

08/31/2023

LOAN 1

BORROWER: City of Manor
PURPOSE: Purchase of City Use Vehicles
AMOUNT OF LOAN: \$495,088.15
MATURITY and REPAYMENT: 5-year term
INTEREST RATE: 5.95% Fixed
ORIGNATION FEE: None
LOAN ADMIN FEE: \$150 per vehicle
COLLATERAL: First Lien on Vehicles Purchased

VEHICLE DETAILS: 5 Police Vehicles – 2023 Tahoe K150
 1 Patrol Sergeant Vehicle – 2023 Tahoe K150
 Outfitting of 6 Police Units

Thank You for considering Frontier Bank of Texas!

Sean Donnelly

Senior Vice President, Manor Market Manager

main ph. 512-270-4785

mobile ph. 512-517-8031

Federal MLO Registration #534688

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$495,088.15
Annual interest rate	5.95%
Loan period in years	5
Number of payments per year	1
Start date of loan	11/1/2023
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$117,372.32
Scheduled number of payments	5
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$91,773.46
LENDER NAME	Frontier Bank of Texas

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	11/1/2023	\$495,088.15	\$117,372.32	\$0.00	\$117,372.32	\$87,914.58	\$29,457.74	\$407,173.57	\$29,457.74
2	11/1/2024	\$407,173.57	\$117,372.32	\$0.00	\$117,372.32	\$93,145.49	\$24,226.83	\$314,028.08	\$53,684.57
3	11/1/2025	\$314,028.08	\$117,372.32	\$0.00	\$117,372.32	\$98,687.65	\$18,684.67	\$215,340.43	\$72,369.24
4	11/1/2026	\$215,340.43	\$117,372.32	\$0.00	\$117,372.32	\$104,559.57	\$12,812.76	\$110,780.86	\$85,182.00
5	11/1/2027	\$110,780.86	\$117,372.32	\$0.00	\$110,780.86	\$104,189.40	\$6,591.46	\$0.00	\$91,773.46



September 6, 2023

City of Manor
Attn: Lydia Collins, Director of Finance
105 East Eggleston Lane
Manor, TX 78653

Proposal for Lease Purchase Financing

Frost is pleased to offer the following lease purchase proposal. Subject to the receipt of the required financial information, equipment detail, and credit approval, an equipment lease purchase financing agreement may be structured in accordance with the terms and conditions set forth in the proposal(s) below:

LESSEE: City of Manor ("Municipality")

LESSOR: Frost Bank ("Frost")

PERSONAL PROPERTY: *Equipment Financing Agreement ("Agreement") is to include new personal property acceptable to LESSOR up to \$495,088.15 to be used towards the purchase of the following vehicles, equipment, including tints and registration:*

1. 1 Patrol Car
2. 5 Police Vehicles

AGREEMENT FUNDING: *The Agreement will commence by October 15, 2023*

PAYMENT SCHEDULE: *The Municipality will make 60 monthly or annual payments.*

PAYMENT AMOUNT: *\$9,447.62 for 60 months, payments made monthly, in arrears
\$109,814.94 for 5 years, payments made annually, in advance*

FIXED RATE: *5.46% for 60 months*

If the lease commencement is after October 1, 2023, the rate is indexed to a rate equal to the FHLB Amortizing rate for 5 years plus a taxable spread of 1.75%.

ESCROW: *An acquisition fund agreement may be used to fully fund purchases of Equipment in advance of receipt. The funds will be deposited with Lessee's depository bank in a Lessee/Lessor controlled account and Lessee will earn interest, if applicable. After all Lessee directed fundings, Escrow agent will close the account and credit to Lessee's next due lease payment(s) the outstanding balance in the account if any.*

AT TERMINATION: *No additional purchase price will be assessed upon termination of original Agreement period.*

Lessee may prepay balance of lease in full at any time without penalty.

FEES: *A fee equal to \$250.00 will be due and payable at lease commencement.*

NET LEASE:	<i>This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are the Lessee's responsibility.</i>
AUTHORIZATION:	<i>Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.</i>
INSURANCE:	<p><i>Lessee will be required to carry, at its expense, all risk insurance in an amount equal to the lessor's stipulated loss value and liability insurance in an amount acceptable to Lessor.</i></p> <p><i>Certificate(s) of insurance shall reflect Lessor as an additional named insured and loss payee and shall be with companies and contain endorsements and amounts acceptable to Lessor.</i></p>
ATTORNEY'S OPINION:	<i>LESSEE shall provide lessor with an attorney's opinion that financing of the equipment conforms with applicable State of Texas laws and that all documentation required is satisfactory to Lessor. All legal expense incurred to conform documents to the satisfaction of the Municipality, their Counsel, and the Lessor will be borne by the Municipality.</i>
COURTMEETING MINUTES:	<i>Lessee shall provide Lessor with a duly executed copy, with original signatures, of the Court Meeting Minutes authorizing this financing by unanimous approval.</i>
WARRANTIES:	<i>Lessor is not a manufacturer of, or dealer in, the equipment selected; and in that regard: Lessee acknowledges the equipment is of a size, design, capacity and manufacture selected by Lessee. Lessor does not inspect the equipment prior to delivery to Lessee and has not made and does not make any representation, warranty or covenant with respect to the condition, quality, durability, suitability or merchantability. Lessor will, however, take any steps reasonably within its power to make available to Lessee any manufacturers or similar warranty applicable to the equipment. Lessor shall not be liable to Lessee for any liability, loss or damage, caused or alleged to be caused directly or indirectly by the equipment, by any inadequacy thereof or deficiency or defect therein or by any incident whatsoever in connection therewith.</i>
FINANCIAL STATEMENTS:	<i>Lessee will provide annual financial statements, including operating figures, during the life of the lease.</i>
DOCUMENTATION:	<i>All documentation must be satisfactory to all parties concerned. The lease will include a non-appropriations clause.</i>
EXPIRATION OF BID:	<i>If not accepted, this bid will expire in forty five (45) days of the date of this bid.</i>
SUMMARY:	<i>This bid in its present form does not represent a commitment to finance by Frost and is not binding on either the Lessee or Lessor. It is subject to and contingent upon Lessee's approval of these conditions and Lessor's approval of the pricing and Lessee's credit and equipment</i>

Municipal Advisor Disclosure. *The information and materials contained or referenced herein have been prepared by Frost Bank solely for informational purposes. Neither Frost Bank, nor its affiliates,*

nor any of their representatives (collectively, "Frost") are recommending any action to you. Frost is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Frost is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Frost Bank.

Frost appreciates the opportunity to present this bid for your consideration.

By:

A handwritten signature in black ink, appearing to read "Laura Eckhardt". The signature is fluid and cursive, with the first name "Laura" and last name "Eckhardt" clearly distinguishable.

Laura Elrod Eckhardt
Sr. Vice President

cc: Ryan Bennett, Frost Bank



August 31, 2023

Mrs. Lydia Collins
Manor City Hall
512-272-5555
lcollins@manortx.gov

Dear Mrs. Collins,

Thank you for the opportunity to present proposed financing for Manor City Hall. I am submitting for your review the following proposed structure:

ISSUER:	Manor City Hall, Texas
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase
EQUIPMENT COST:	\$ 495,088.15
TERM:	5 Annual Payments
INTEREST RATE:	5.965%
PAYMENT AMOUNT:	\$ 110,975.66
PAYMENTS BEGINNING:	October 1, 2023, and annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Tracey Vasquez
DEPARTMENT: Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on renewing the re-rate medical cost projection form for FY 2023-2024 between the City of Manor and the health insurance pool, TX Health Benefits Pool; and authorized the City Manager to execute the re-rate notice and benefits form.

BACKGROUND/SUMMARY:

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

- Medical Cost Projection Member Option

STAFF RECOMMENDATION:

It is the City staff's recommendation that the City Council approve and renew the re-rate medical cost projection form for FY 2023-2024 between the City of Manor and the health insurance pool, TX Health Benefits Pool; and Authorize the City Manager to execute the re-rate notice and benefits verification form.

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



MEDICAL COST PROJECTION

Manor - PMANOR02

08/31/23

MEMBER OPTION

	16% Increase	
Current Plan	2022-2023	2023-2024
	Current Rates	New Rates
	Copay-750-4K ER	Copay-750-4K ER
	80% / 50%	80% / 50%
	PPO	PPO
	\$750 In Ded	\$750 In Ded
	\$1,500 Out Ded	\$1,500 Out Ded
	\$4,000 In OOP	\$4,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan	DAW1&2 Rx Plan
EE	\$666.30	\$772.92
EE + Spouse	\$1,352.60	\$1,569.04
EE + Child(ren)	\$1,172.70	\$1,360.34
EE + Family	\$1,965.56	\$2,280.06

New Plan Options

2023-2024

	Option 1	Option 2	Option 3	Option 4
	14.86% Increase	13.2% Increase	10.47% Increase	7.11% Increase
	Copay-750-5K ER	Copay-1K-5K ER	Copay-1500-5K ER	Copay-2K-6K ER
	80% / 50%	80% / 50%	80% / 50%	80% / 50%
	PPO (copay)	PPO (copay)	PPO (copay)	PPO (copay)
	\$750 In Ded	\$1,000 In Ded	\$1,500 In Ded	\$2,000 In Ded
	\$1,500 Out Ded	\$2,000 Out Ded	\$3,000 Out Ded	\$4,000 Out Ded
	\$5,000 In OOP	\$5,000 In OOP	\$5,000 In OOP	\$6,000 In OOP
	\$0 Tela Health Copay	\$0 Tela Health Copay	\$0 Tela Health Copay	\$0 Tela Health Copay
	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay	\$30 OV/\$60 SP/\$75 UC/\$500 ER Copay
	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan	DAW1&2 Rx Plan
EE	\$765.30	\$754.26	\$736.08	\$713.68
EE + Spouse	\$1,553.56	\$1,531.16	\$1,494.26	\$1,448.78
EE + Child(ren)	\$1,346.92	\$1,327.50	\$1,295.50	\$1,256.08
EE + Family	\$2,257.56	\$2,225.00	\$2,171.38	\$2,105.30
	Option 1	Option 2	Option 3	Option 4
Please sign & date option chosen:	Signature / Date	Signature / Date	Signature / Date	Signature / Date

THIS DOES NOT COMPLETE THE RERATE PROCESS. YOU WILL NEED TO SIGN THE MEMBER OPTION AND RETURN TO YOUR MARKETING CONTACT BY 09/18/2023.

THEN A NEW RERATE NOTICE WILL BE GENERATED AND MAILED TO YOU. THE RERATE SHEET MUST BE SIGNED AND RECEIVED IN AUSTIN BY 10/01/2023 FOR THE NEW BENEFITS AND RATES TO BE EFFECTIVE FOR 01/01/2024.

The information contained in this option includes proprietary information that should not be shared with other competitors or used to circumvent the requirements of Texas Competitive Bidding laws.



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Moore, City Manager and Tracey Vasquez, HR Director
DEPARTMENT: Administration and Human Resources

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action regarding compensation and benefits for City Council Members.

BACKGROUND/SUMMARY:

On September 6, 2023, the Manor City Council approved the creation of an AdHoc Committee for the purpose of evaluating compensation and benefits for City Council Members. The appointment process and guidelines were to follow the same as the appointments for the City of Manor's Boards/Commissions/Committees. Mayor Pro Tem Hill requested each Councilmember submit two names to the City Secretary by September 11th. As of Friday, September 15th, there has only been one application submitted. With the limited amount of responses we received for this task, establishing a timeline with moving forward with this initiative is the next step in the process.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT: Yes
PRESENTATION: No
ATTACHMENTS: No

STAFF RECOMMENDATION:

Staff recommends that the City Council give direction regarding the compensation and benefits for City Councilmembers.

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: September 20, 2023
PREPARED BY: Scott Jones, Economic Development Director
DEPARTMENT: Economic Development

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action regarding authorizing the City Manager to select a consultant and negotiate and execute a legal agreement to perform services pursuant to the August 25, 2023 Request for Proposal Scope of Services solicited under the Terms and Conditions for the Downtown Strategic Plan Consulting Services for the City of Manor, 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.

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 September 20th 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: September 20, 2023
PREPARED BY: Scott Moore, City Manager
DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a resolution of the City of Manor, Texas authorizing the purchase and closing of real property for \$20,800,000.00, plus closing costs; providing for the approval of the Real Estate Purchase Contract and an amendment to the Contract; and authorizing the Mayor or City Manager to execute any and all contracts and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters.

BACKGROUND/SUMMARY:

On September 15th, the City Council met in a Special Called Meeting. Action was taken to extend the earnest money contract. Additional proposed contract amendments will be presented for the City Council to review and provide further direction with this initiative.

LEGAL REVIEW: Yes, Paige Saenz, City Attorney
FISCAL IMPACT:
PRESENTATION: No
ATTACHMENTS: Yes

- Resolution No. 2023-31

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2023-31 authorizing the purchase and closing of real property for \$20,800,000.00, plus closing costs; providing for the approval of the Real Estate Purchase Contract and an amendment to the Contract; and authorizing the Mayor or City Manager to execute any and all contracts and documents necessary to purchase and close on the purchase of the property identified herein; and providing for related matters.

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