



RITA G. JONSE, MAYOR  
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1  
MARIA AMEZCUA, PLACE 2  
ANNE WEIR, PLACE 3  
ZINDIA PIERSON, PLACE 4  
REBECCA DAVIES, PLACE 5  
RYAN STONE, PLACE 6

## **CITY COUNCIL SPECIAL MEETING AGENDA**

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WEDNESDAY, JULY 12, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

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### **CALL REGULAR SESSION TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATIONS**

### **PUBLIC COMMENTS**

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.

### **CONSENT AGENDA**

The following Items will be enacted by one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

- |  |                           |
|--|---------------------------|
| 1. Consideration, discussion, and possible action to approve the minutes for the June 21, 2017 City Council Regular Meeting. | Tom Bolt,<br>City Manager |
| 2. Consideration, discussion, and possible action to approve the minutes for the July 5, 2017 City Council Regular Meeting   | Tom Bolt,<br>City Manager |

### **PUBLIC HEARING**

- |  |                           |
|--|---------------------------|
| 3. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.   | Tom Bolt,<br>City Manager |
| 4. Conduct a public hearing regarding the annexation of 1,756.97 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County. | Tom Bolt,<br>City Manager |

## REGULAR AGENDA

- |  |                                       |
|--|---------------------------------------|
| 5. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.  | Tom Bolt,<br>City Manager             |
| 6. Consideration, discussion, and possible action on a first reading of a draft municipal service plan for the annexation of 1,756.97 acres of land, more or less, adjacent and contiguous to the city limits and being located in Travis County.  | Scott Dunlop,<br>Planning Coordinator |
| 7. Consideration, discussion and possible action on a second reading of an ordinance rezoning 127.220 acres more or less, located in the A.C. Caldwell Survey, Abstract No. 124, Travis County, Texas, and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in document number 2016214460, Official Public Records of Travis County, located near the intersections of Bois D'Arc Road and Tower Road, from R-1 Single Family to R-2 Single Family with a waiver from Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 to allow for 6,000 square foot lots. <b>Owner:</b> Gordon Reger, Sky Village Kimbro Estates LLC. <b>Applicant:</b> Alex Granados, Kimley-Horn | Scott Dunlop,<br>Planning Coordinator |

## ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor 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 for the following purposes:

§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  
§551.087 Deliberations regarding Economic Development Negotiations

## POSTING CERTIFICATION

I, hereby, certify that this notice of the Manor City Council Special Meeting Agenda was posted on this 30<sup>th</sup> day of June, 2017 at 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code and remained posted for at least two hours after said meeting was convened.



Thomas Bolt,  
City Manager

## 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 special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary at 512-272-5555. Provide a 48-hour notice when feasible.*



AGENDA ITEM NO. <sup>1</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the June 21, 2017 City Council Regular Meeting

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#### BACKGROUND/SUMMARY:

These minutes will be presented at the July 19th Regular City Council Meeting

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that no action be taken

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



AGENDA ITEM NO. <sup>2</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the minutes for the July 5, 2017 City Council Regular Meeting

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#### BACKGROUND/SUMMARY:

These minutes will be presented at the July 19th Regular City Council Meeting

PRESENTATION: ☐ YES ☒ NO

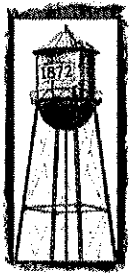
ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that no action be taken

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



CITY OF  
**MANOR**  
EST. ★ 1872  
TEXAS

AGENDA ITEM NO. <sup>3</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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**AGENDA ITEM DESCRIPTION:**

Conduct a public hearing regarding the creation of the Public Improvement District - EntradaGlen

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**BACKGROUND/SUMMARY:**

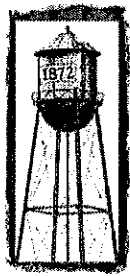
PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

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**STAFF RECOMMENDATION:**

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



**CITY OF  
MANOR**  
EST.  1872  
**TEXAS**

AGENDA ITEM NO. <sup>4</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Conduct a public hearing regarding the annexation of 1,756.97 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.

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#### BACKGROUND/SUMMARY:

On June 7th a resolution was adopted beginning the voluntary and involuntary annexation of approximately 1,756.97 acres and setting public hearing dates of July 12th and July 19th. Notifications were sent to property owners on June 9th along with information regarding a development agreement they could enter into with the City pursuant to Section 43.035 Texas Local Gov't Code. This agreement is available to owners whose land is in an exemption by the Appraisal District, and only applies to that exempt acreage, for a maximum term of three 15-year increments as long as the property remains with an ag exemption. If the property changes use or is subdivided it is considered a petition for voluntary annexation and it would follow standard annexation procedures to be fully incorporated into the City. The land included under the agreement would not be taxed by the City.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Overall Annexation Map  
Tract listing  
Notified Property Owners  
Sample 43.035 Development Agreement

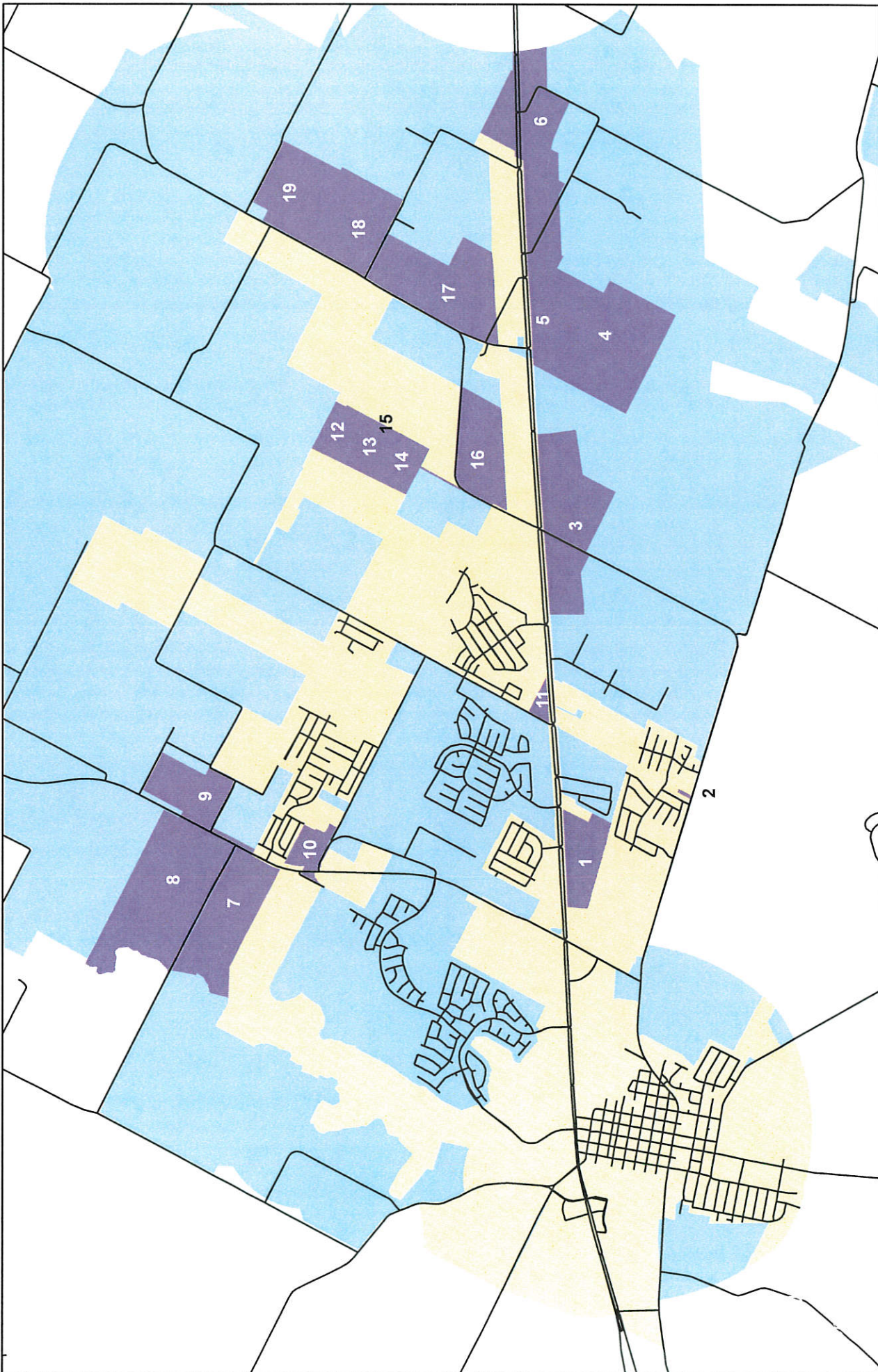
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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that a public hearing be held to discuss the proposed annexation of 1,756.97 acres, more or less.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE





 **Proposed Annexations**       **Current City Limits**       **Manor ETJ**

**+/- 1,756.97 acres**

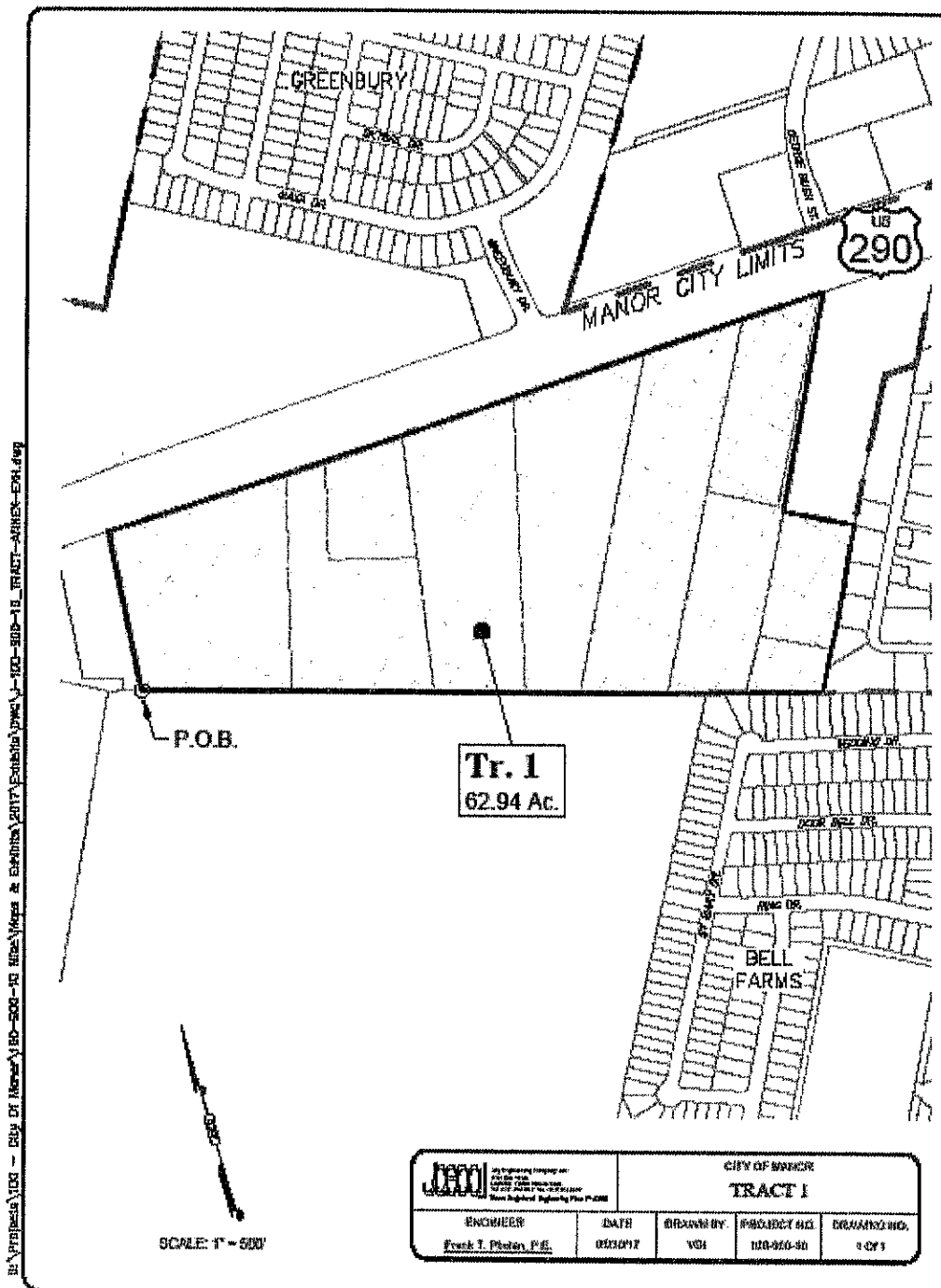
 **1:45,000**

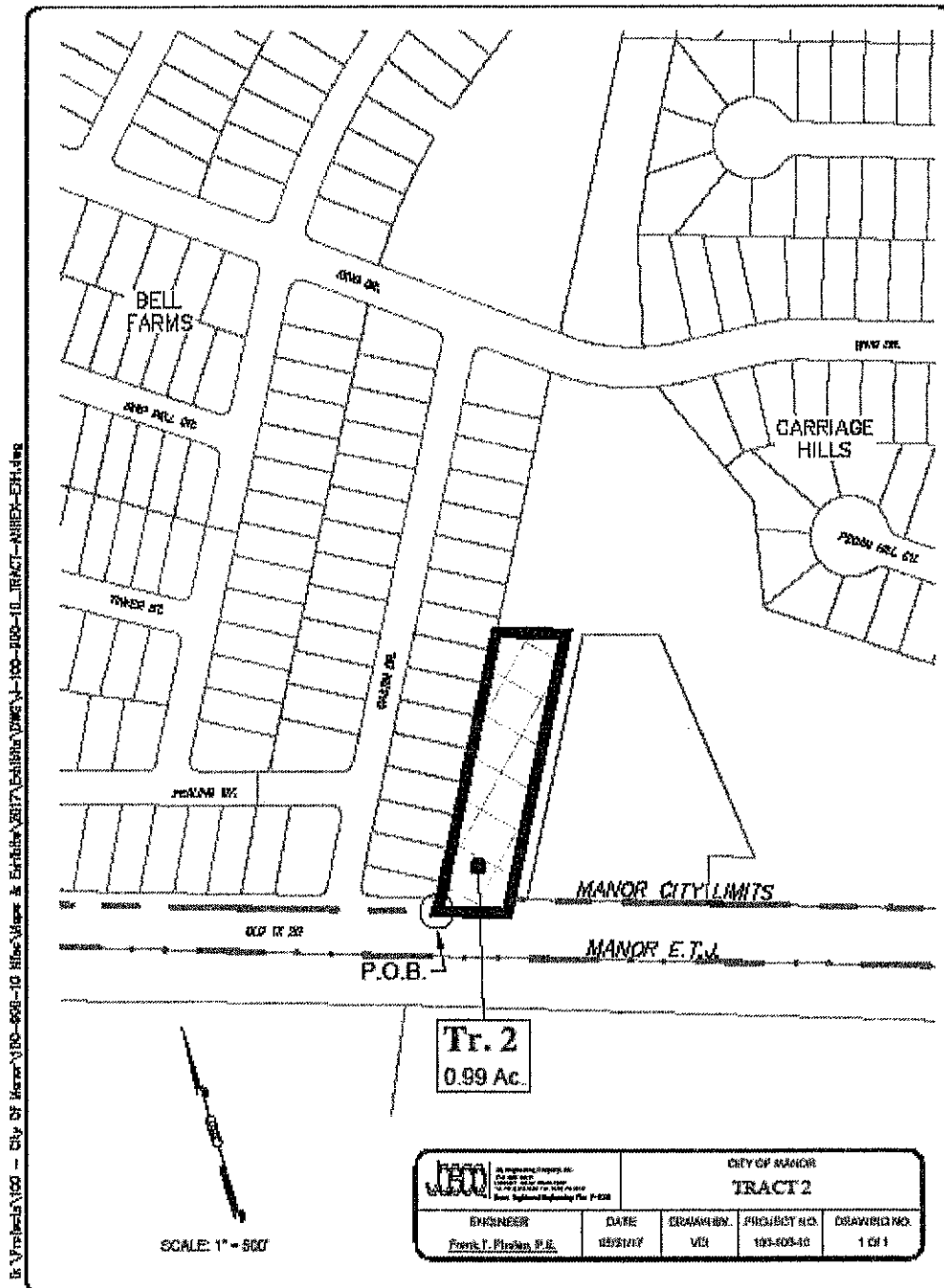
**EXHIBIT "A"**  
**Acreage and Maps**

TRACT 1: (+/- 62.94 Ac.)  
TRACT 2: (+/- 0.99 Ac.)  
TRACT 3: 1,002' Strip (+/- 165.87 Ac.)  
TRACT 4: (+/- 241.52 Ac.)  
TRACT 5: (+/- 30.61 Ac.)  
TRACT 6: 1,002' Strip (+/- 185.85 Ac.)  
TRACT 7: (+/- 134.99 Ac.)  
TRACT 8: 1,002' Strip (+/- 230.50 Ac.)  
TRACT 9: 1,002' Strip (+/- 80.92 Ac.)  
TRACT 10: (+/- 29.66 Ac.)  
TRACT 11: (+/- 8.93 Ac.)  
TRACT 12: (+/- 36.10 Ac.)  
TRACT 13: (+/- 35.61 Ac.)  
TRACT 14: (+/- 35.47 Ac.)  
TRACT 15: (+/- 3.46 Ac.)  
TRACT 16: (+/- 92.12 Ac.)  
TRACT 17: (+/- 165.15 Ac.)  
TRACT 18: 1,002' Strip (+/- 80.79 Ac.)  
TRACT 19: (+/- 135.49 Ac.)

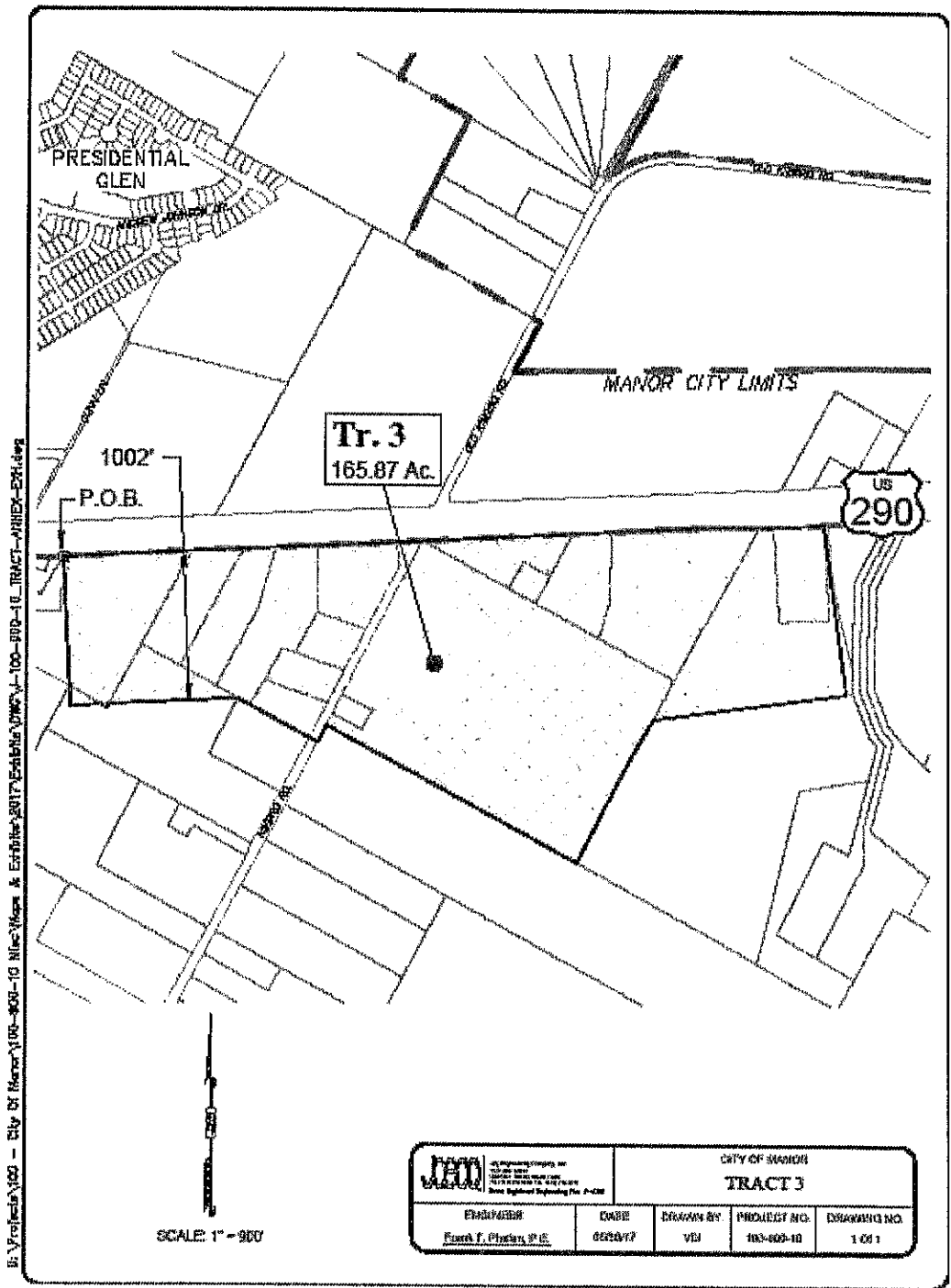
In the event of conflict between the descriptions of the subject properties above and the maps attached hereto as Exhibit "A", the map Exhibit shall control.

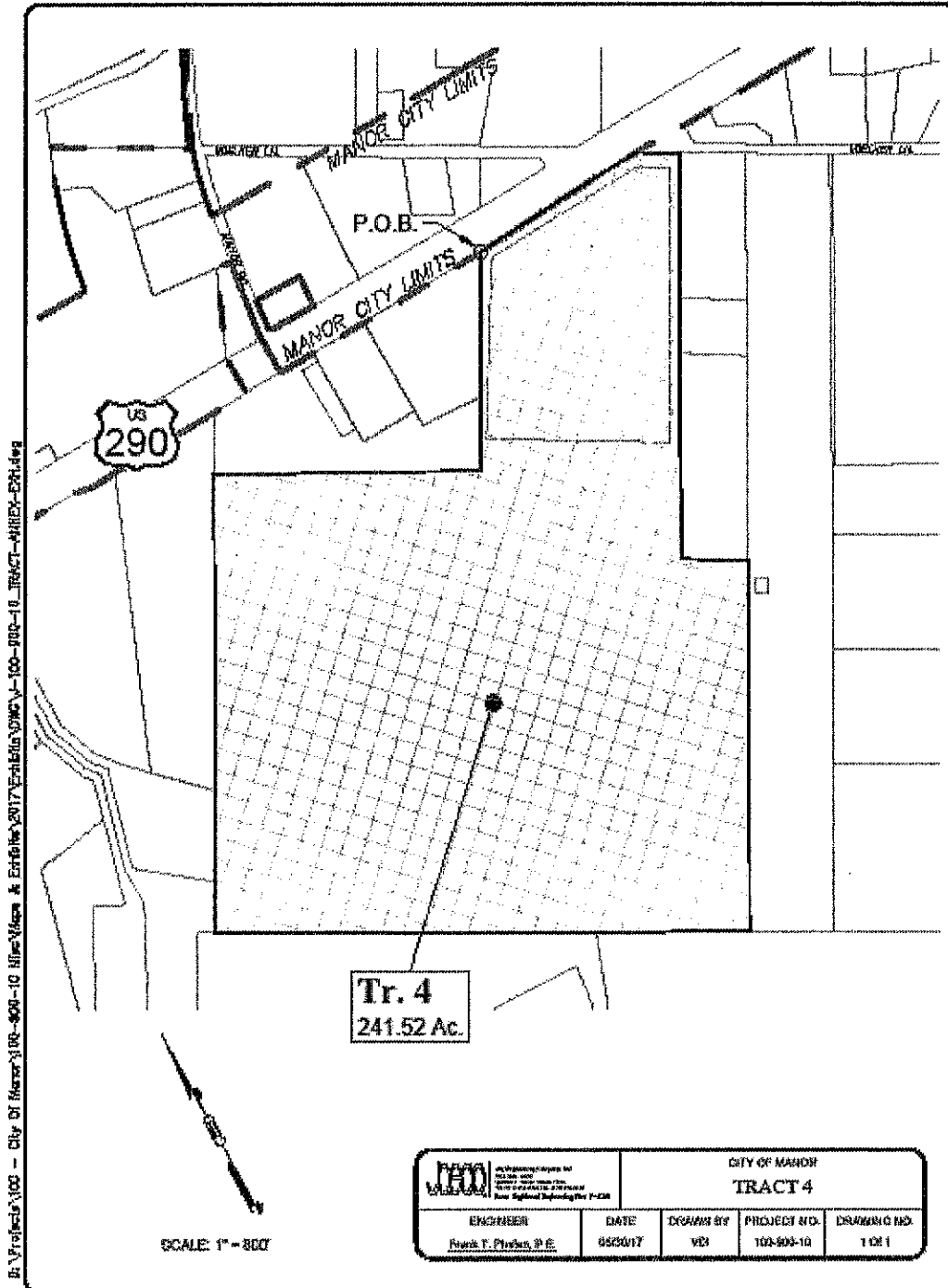


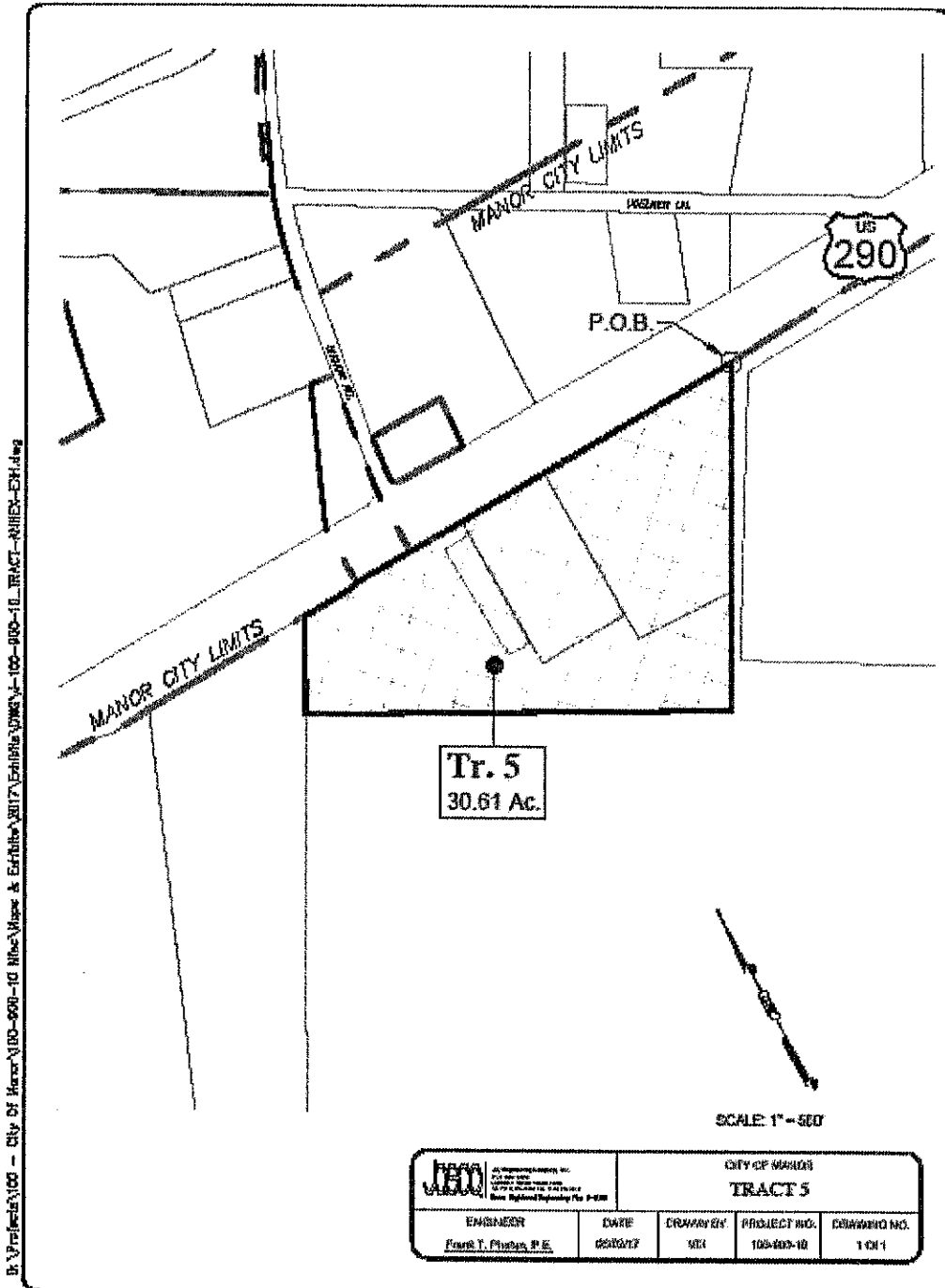




<b>JEO</b> <small>As required by law, the City of Manor, Ohio, has adopted this resolution to authorize the City Engineer to execute the following:</small> <small>1. To execute the following:</small> <small>2. To execute the following:</small> <small>3. To execute the following:</small>		CITY OF MANOR <b>TRACT 2</b>		
ENGINEER	DATE	DRAWN BY	PROJECT NO.	DRAWING NO.
Frank J. Prodan, P.E.	10/17/17	VJ	100-100-10	1 OF 1

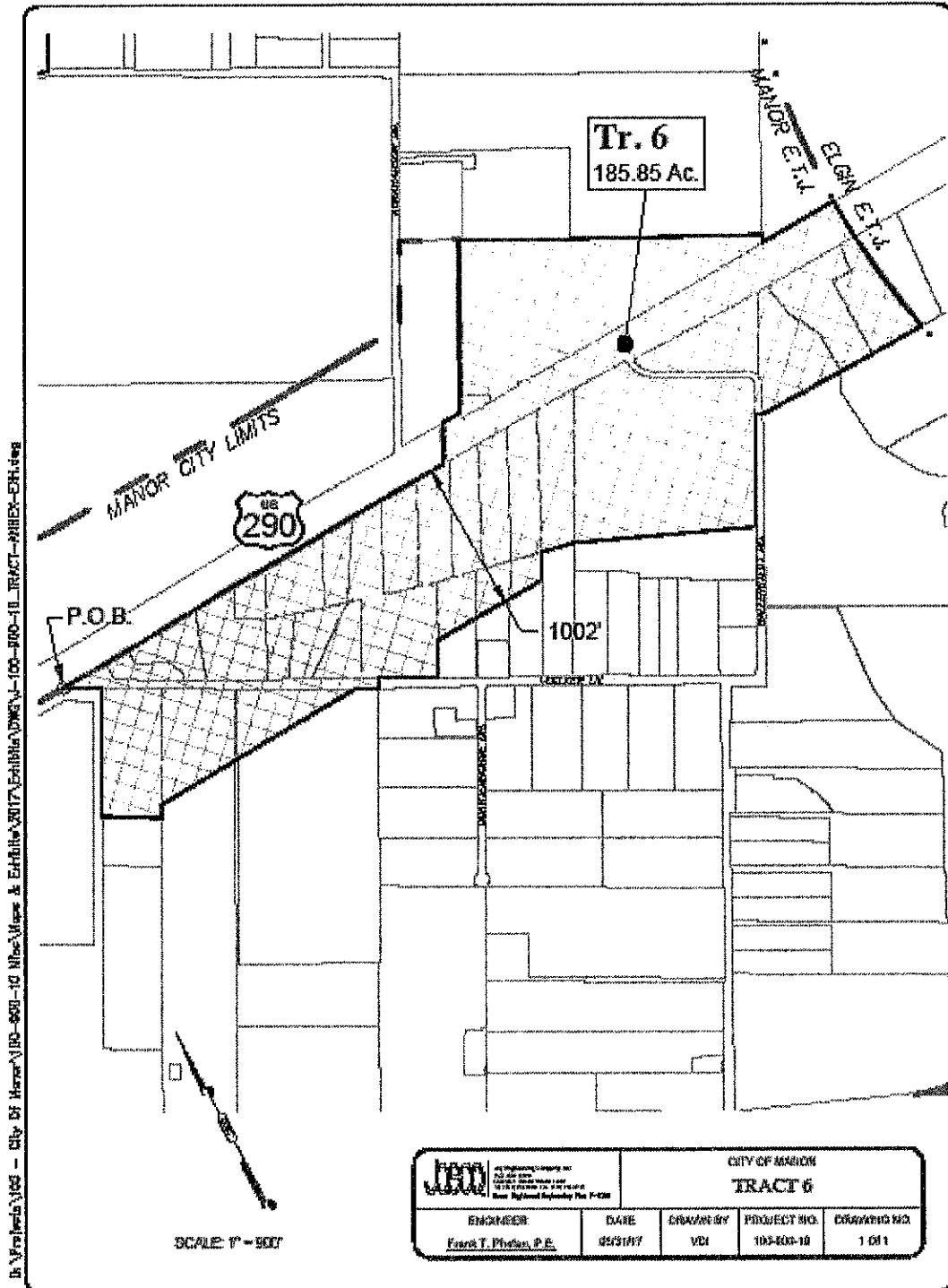






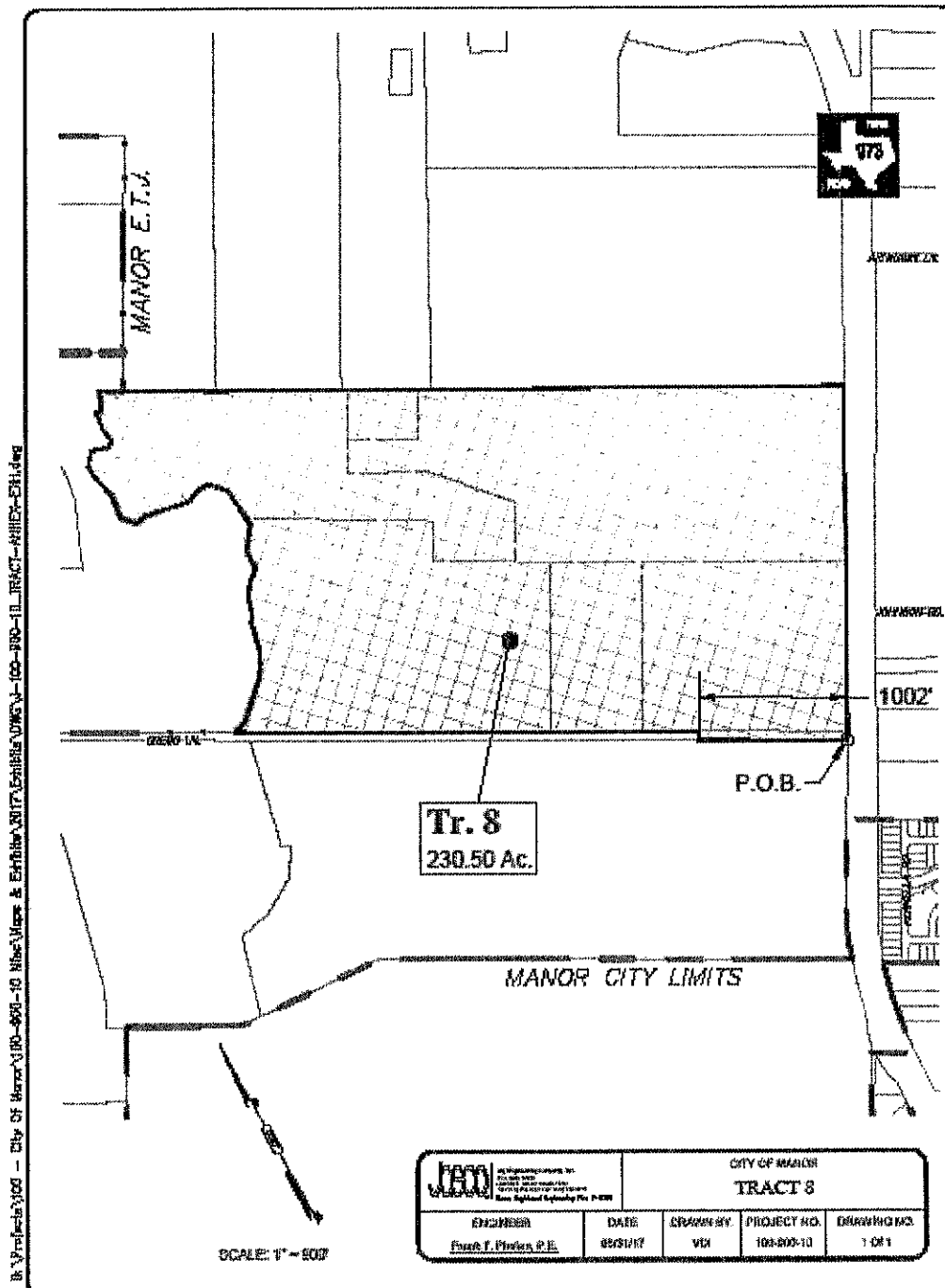
B:\Projects\100 - City of Manor\100-003-10 Manor\Map & Exhibit\2017\Exhibit\DMV\100-003-10 TRACT 5\JECO-EXH1.dwg

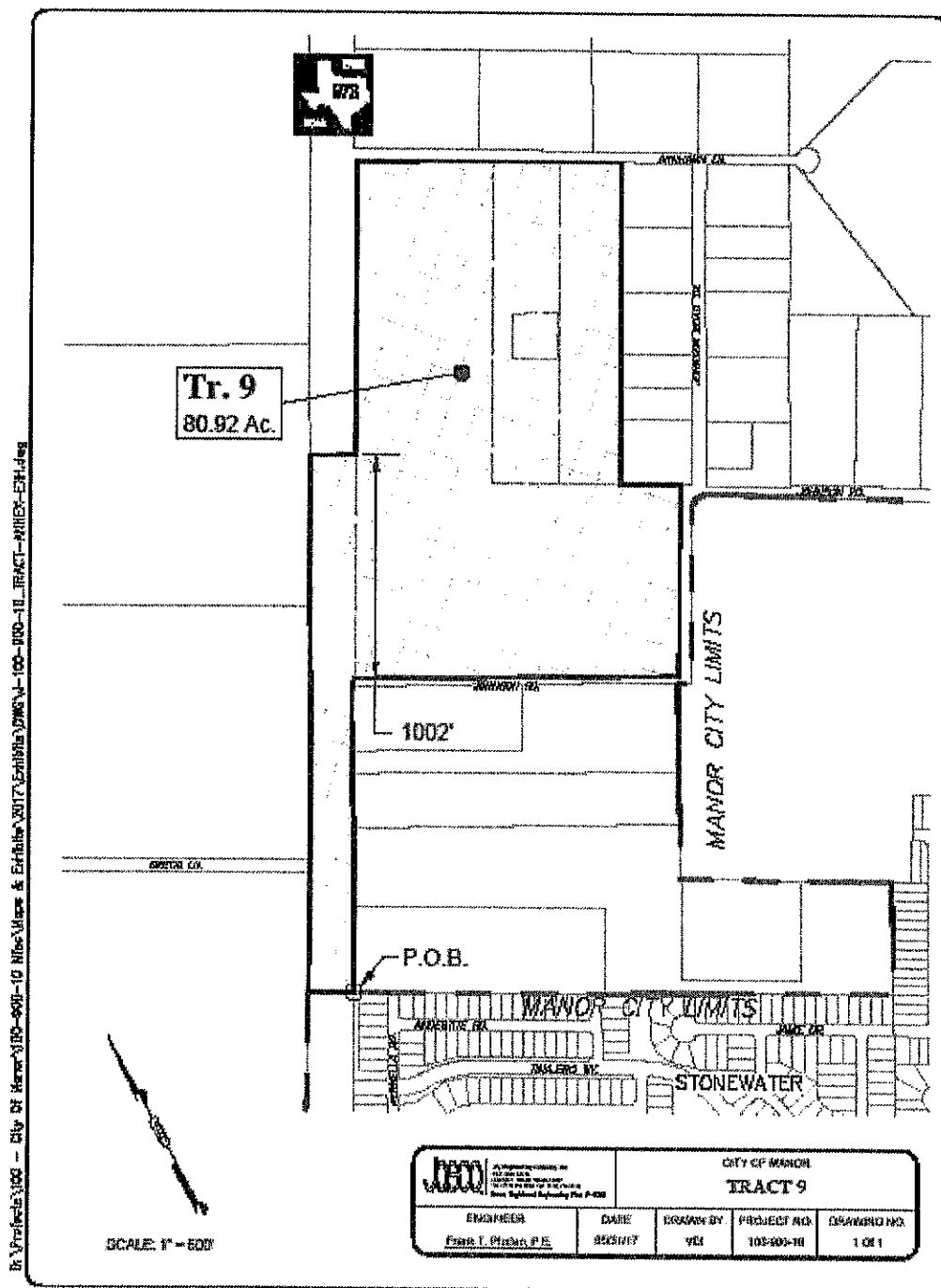


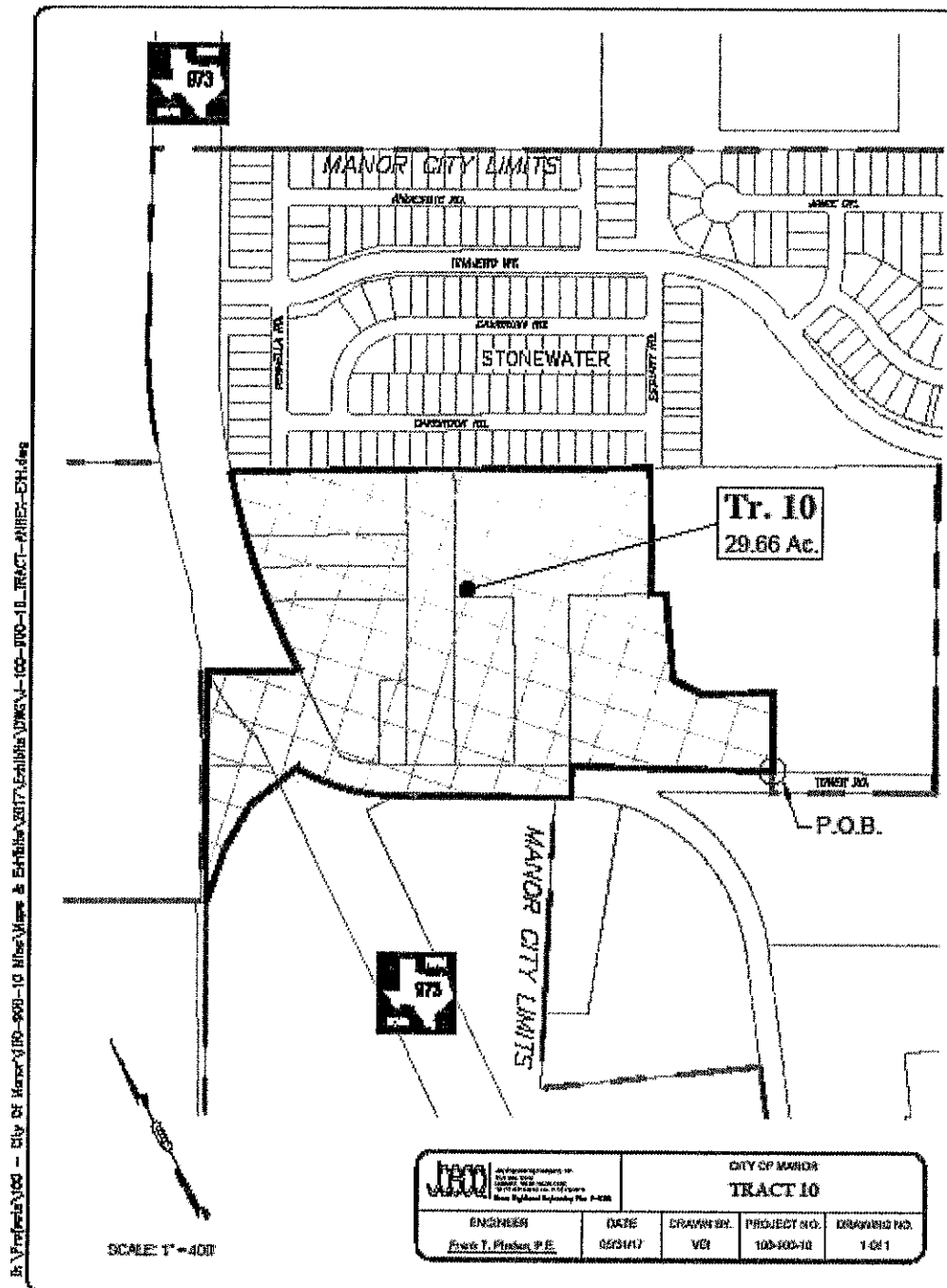


D:\projects\103 - City of Manor\103-600-10 Niles\Map & Exhibit\2017\Exhibit\DWG\103-600-10 TRACT 6-NILES-EX.dwg



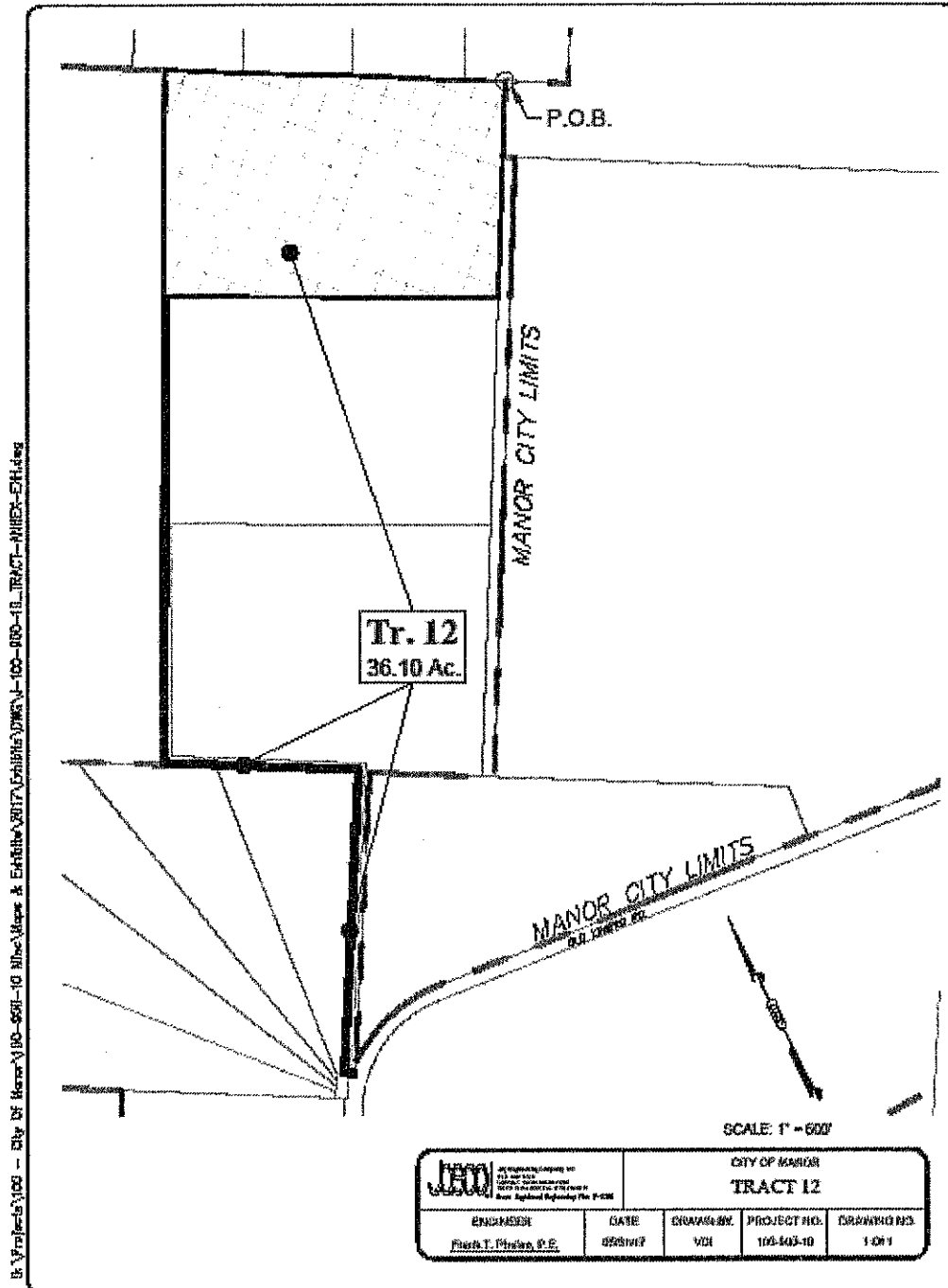


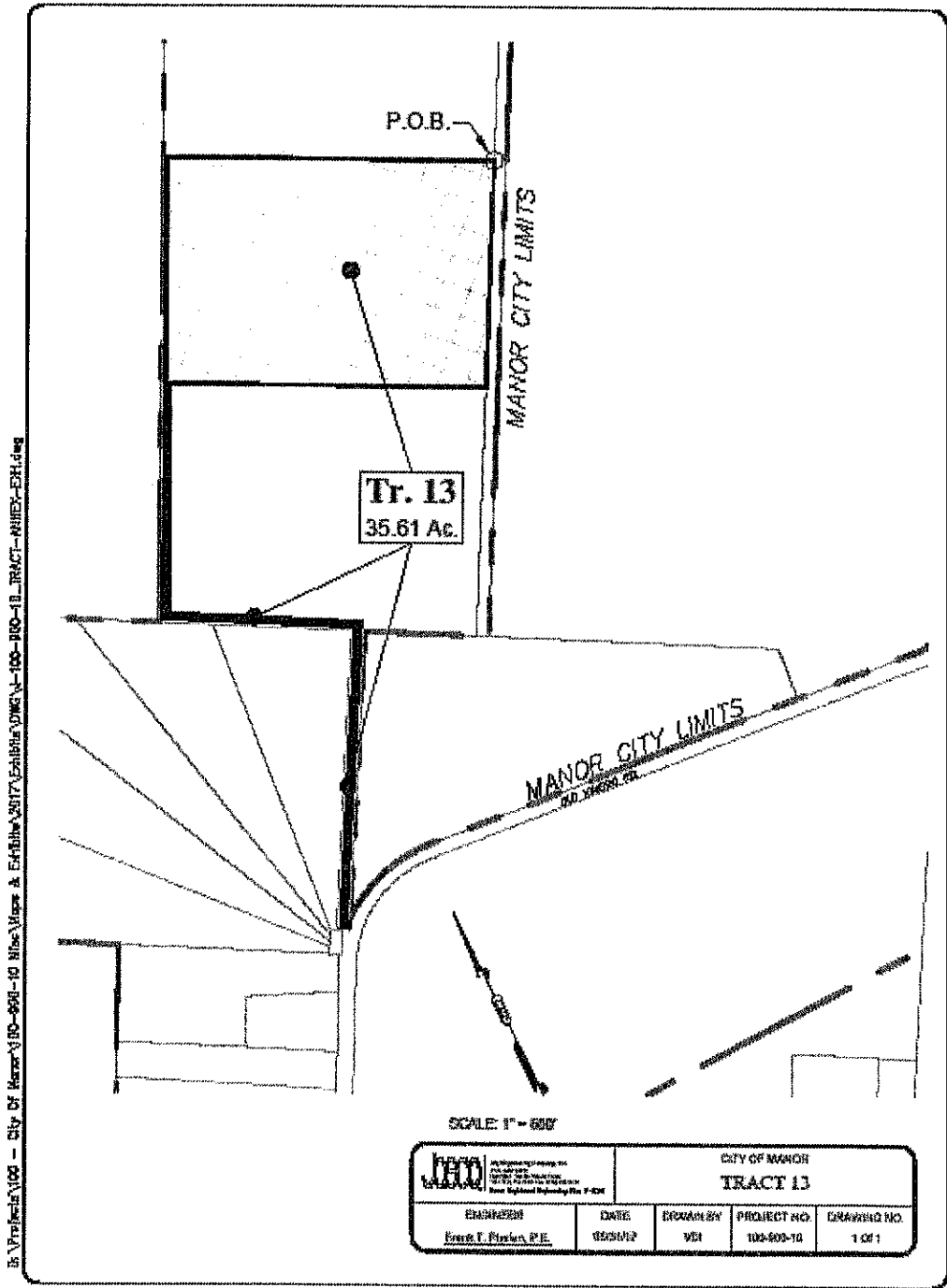


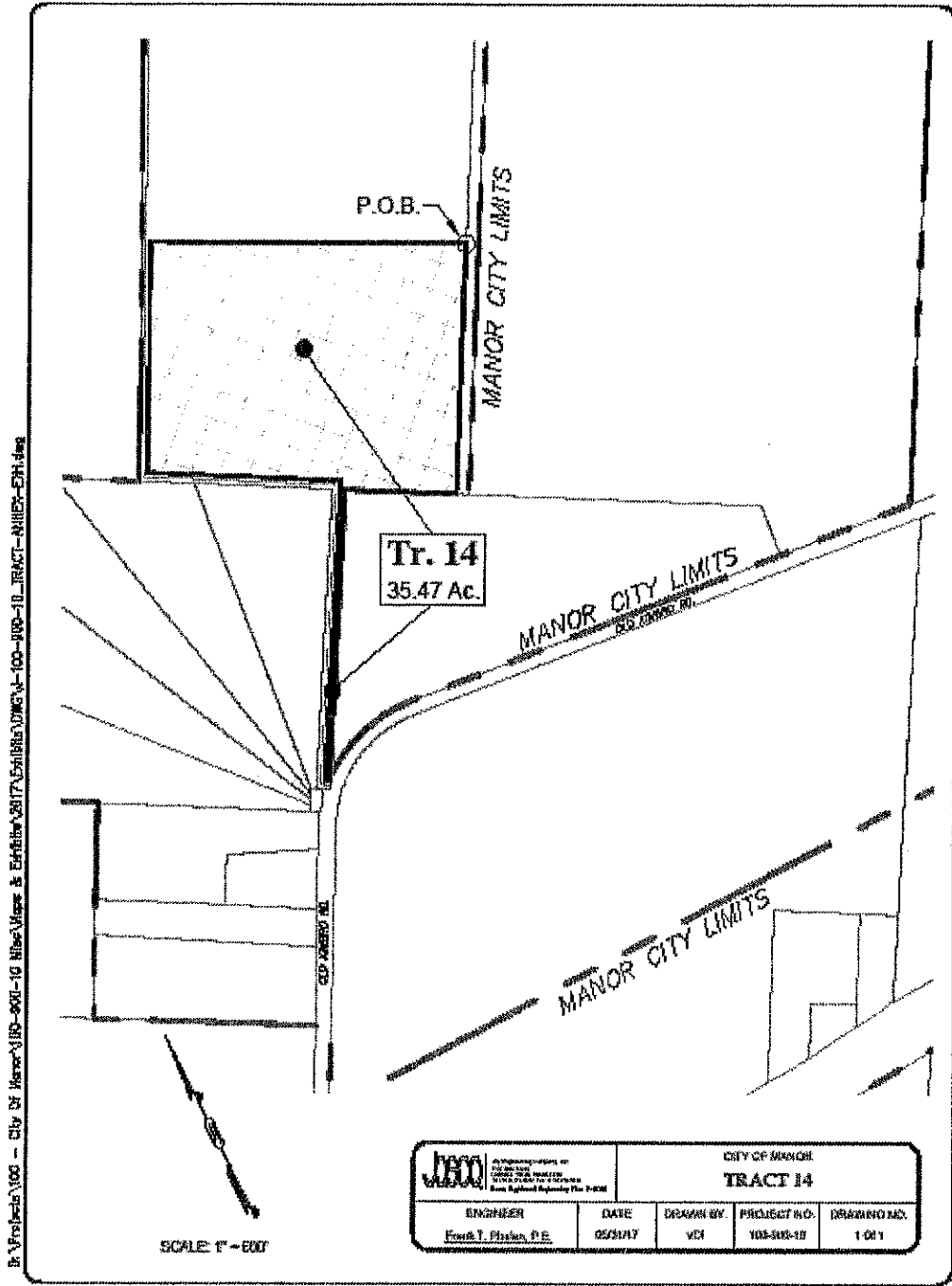


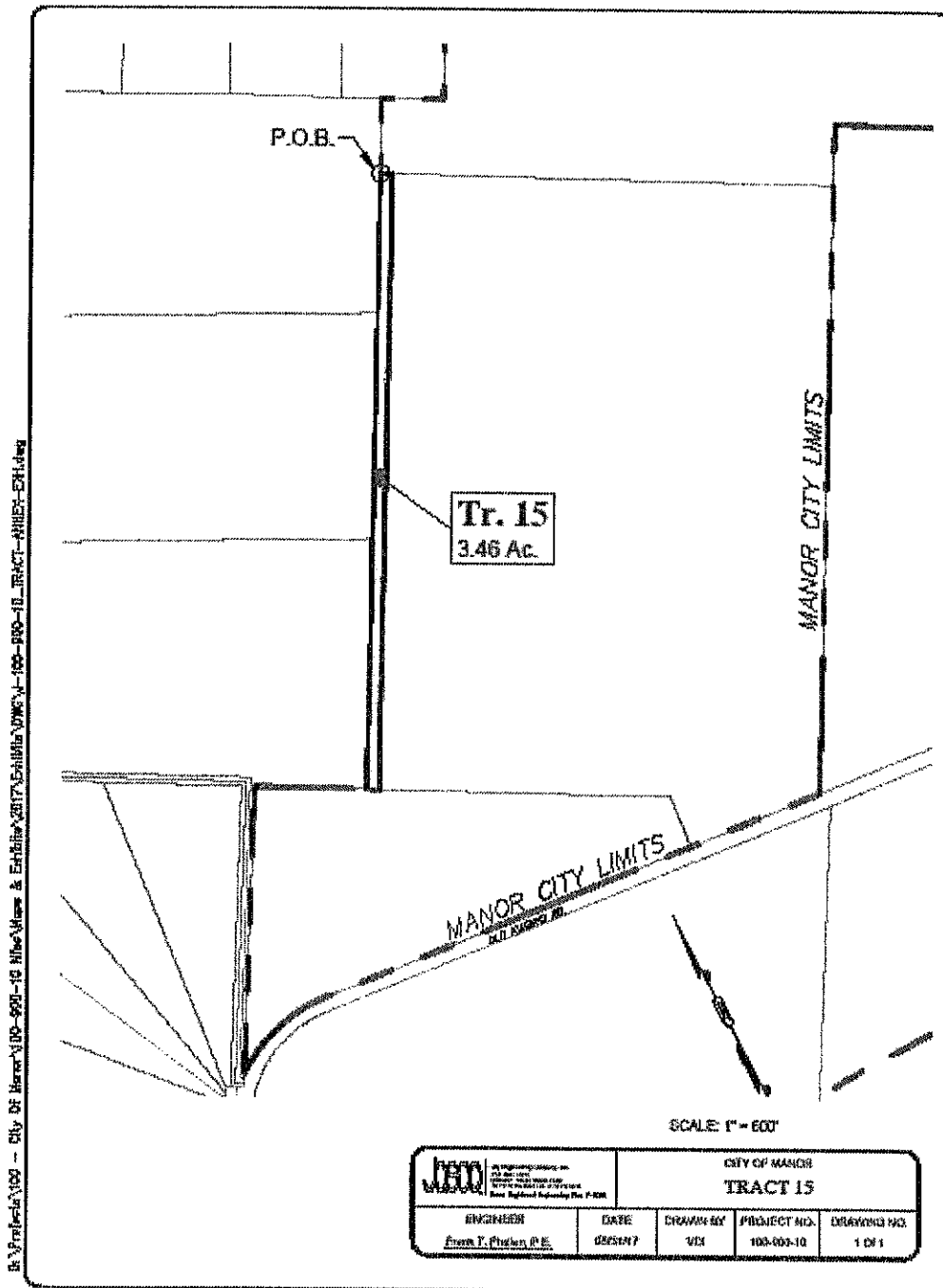








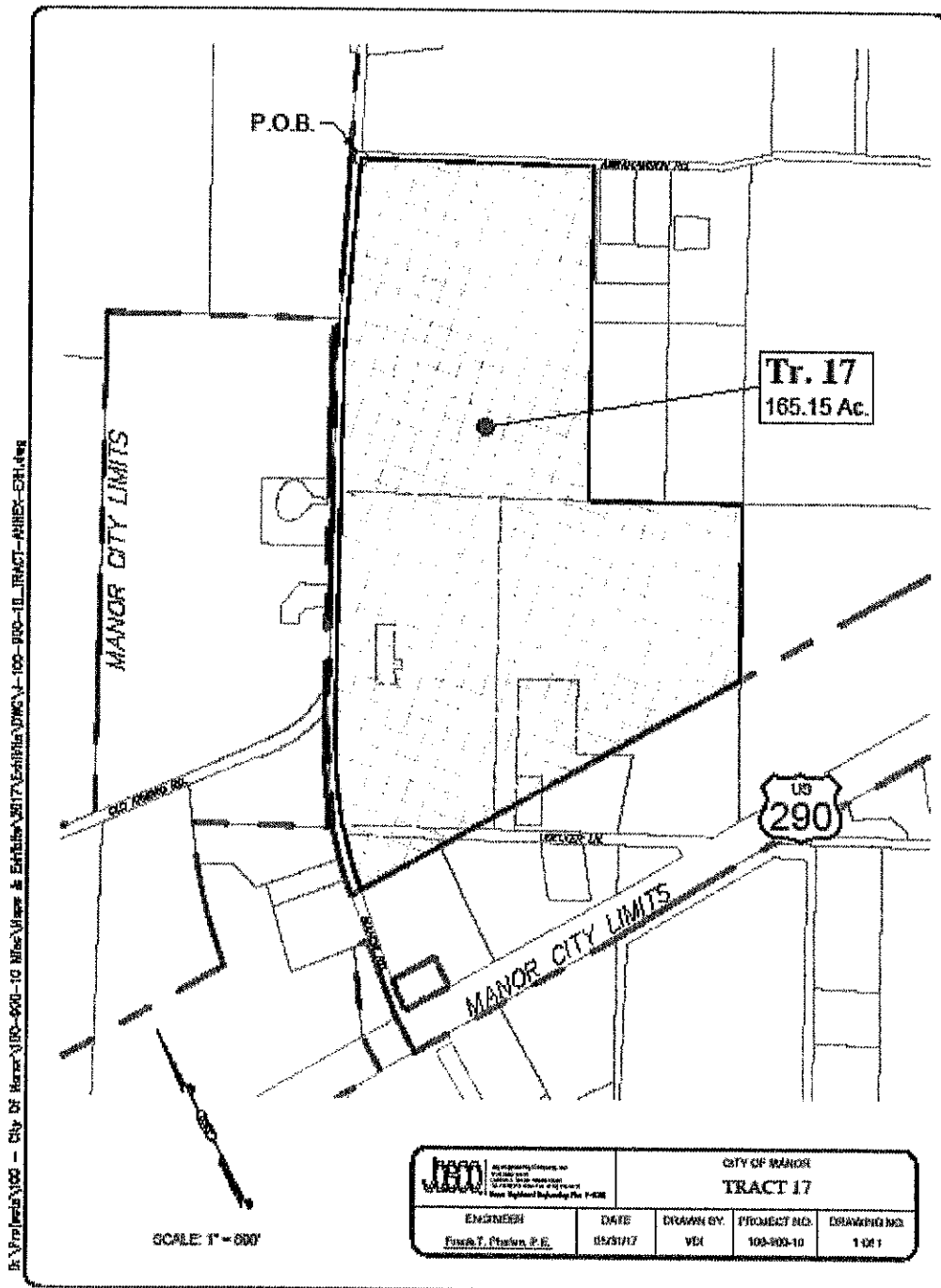


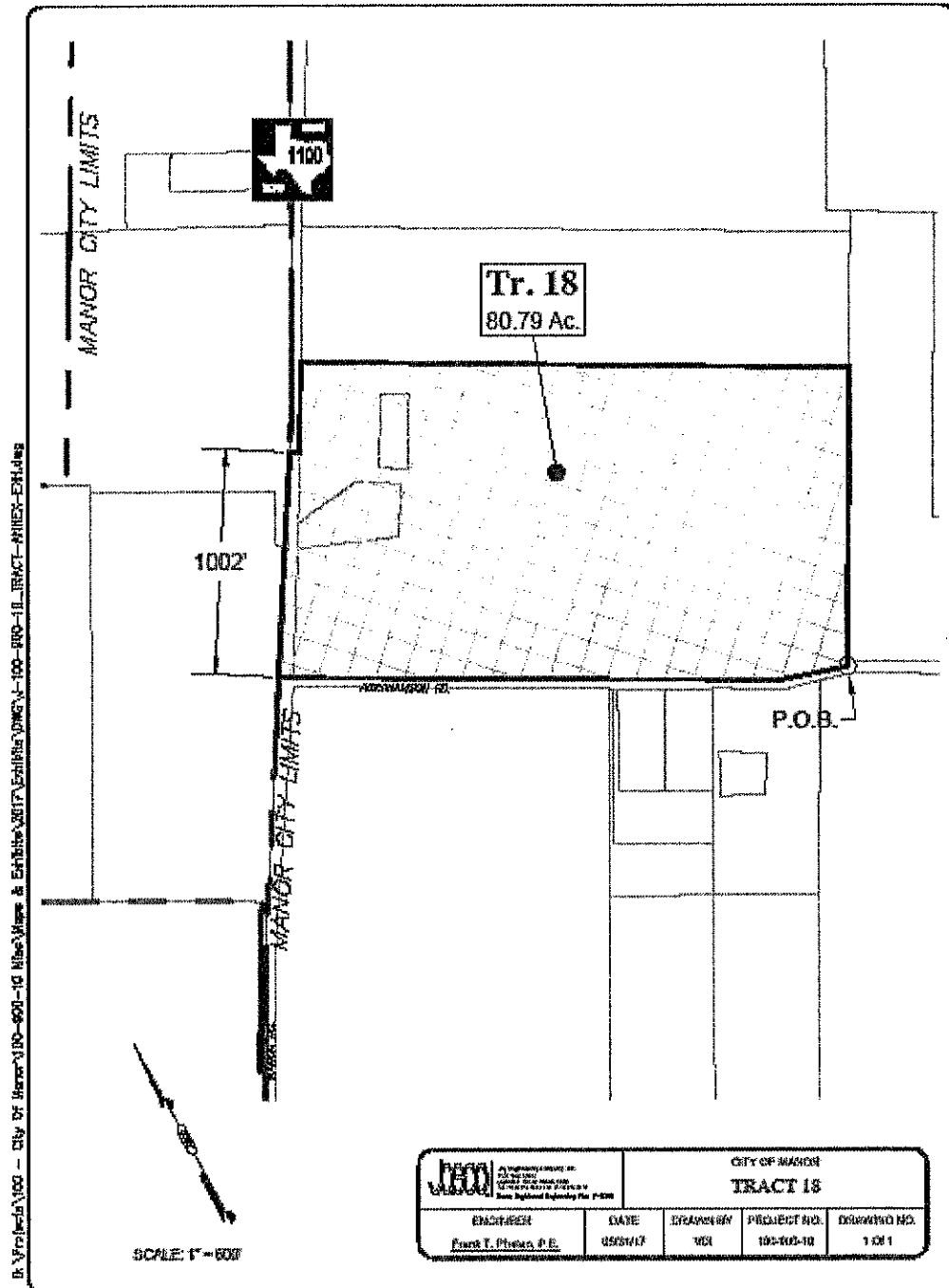


In: P:\Projects\100 - City of Manor\100-000-10 Nine Maps & Exhibits\2017\Salina\206\A-100-000-10 TRACT-ANDEX-CH1.dwg













Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Travis County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Residential, (District "R-1") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Residential, (District "R-1") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "R-1", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Residential, (District "R-1") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

### **Section 3. Development and Annexation of Property.**

- (a) The following occurrences shall be deemed the Owner's request to that the City annex the Property into the City's corporate limits, and the Property may subsequently be annexed at the discretion of the City Council:
  - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
  - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
  - (4) The filing for voluntary annexation of the Property into the City by the Owner.
  - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) is an annexation by request of and consent of the property owner and the Owner hereby consents to such annexation as though a petition or request for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

**Section 4. Application of City Regulations.** Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

**Section 5. Term.** The term of this Agreement (the "Term") is Fifteen (15) years from the Effective Date with Two (2) renewal options of Fifteen (15) years each, up to the maximum Forty-Five year limit set by Texas Local Gov't Code 212.172(d).

**Section 6. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.



**Section 7. Authorization.**

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.
- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

**Section 8. Notice.** Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Manor  
Attn: City Manager  
P.O. Box 387  
Manor, Texas 78653-0387

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 9. Covenant Running with the Land.** This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Travis County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

**Section 10. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 11. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

**Section 12. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 13. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 14. Enforcement; Waiver.** This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 15. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

**Section 16. Venue and Applicable Law.** Venue for this Agreement shall be in Travis County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

**Section 17. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 18. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

**Section 19. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Owner (s)**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**City of Manor, Texas**

\_\_\_\_\_  
Rita Jonse, Mayor

**STATE OF TEXAS**                    §  
**COUNTY OF** \_\_\_\_\_ §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

**STATE OF TEXAS**                    §  
**COUNTY OF** \_\_\_\_\_ §

**BEFORE ME** the undersigned authority on this day personally appeared \_\_\_\_\_, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

DEVELOPMENT AGREEMENT  
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

**STATE OF TEXAS           §**  
**COUNTY OF TRAVIS       §**

**BEFORE ME** the undersigned authority on this day personally appeared Rita Jonse, Mayor, City of Manor, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public - State of Texas

HIBBS ODEEN  
PO BOX 14332  
AUSTIN, TX 78761-4332

CUBE HHF LP  
5 OLD LANCASTER RD  
MALVERN, PA 19355-2132

HARDY REALTY INC EMPLOYEES  
PROFIT SHARING PLAN  
PO BOX 161775  
AUSTIN, TX 78716-1775

RODRIGUEZ RICHARD & MARY L  
12511 US HIGHWAY 290 E  
MANOR, TX 78653-4520

RIVERA MAGARITO JR & JANIE R  
12601 US HIGHWAY 290 E  
MANOR, TX 78653-4520

BLUEBONNET ELECTRIC  
COOPERATIVE INC  
PO BOX 260888  
PLANO, TX 75026-0888

ANDERSON MACHINERY COMPANY  
PO BOX 6330  
CORPUS CHRISTI, TX 78466-6330

BRYANT & FREY CONSTRUCTION  
COMPANY INC  
PO BOX 359  
MANOR, TX 78653-0359

BEAIRD DRILLING CO SERVICES INC  
PO BOX 338  
FENTRESS, TX 78622-0338

BRYANT & FREY CONSTRUCTION  
COMPANY INC  
PO BOX 359  
MANOR, TX 78653-0359

GINSEL STANLEY  
13301 US HIGHWAY 290 E  
MANOR, TX 78653-4508

HESTER HOWARD MARTIN JR  
18965 KUYKENDAHL  
SPRING, TX 77379-3459

MATHEN MATHEN & ANNAMMA  
20108 PANTHER DR  
PFLUGERVILLE, TX 78660-7513

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

RICE DAVID  
14215 E HWY 290  
MANOR, TX 78653-4512

REAL PEOPLE HOMES INC  
PO BOX 125  
LEAKEY, TX 78873-0125

MATHIS ROGER C  
1057 HWY 71 W  
BASTROP, TX 78602-3179

JEFFERSON TRIANGLE MARINE LP  
STE 120  
9219 KATY FWY STE 120  
HOUSTON, TX 77024-1513

JEFFERSON TRIANGLE MARINE LP  
STE 120  
9219 KATY FWY STE 120  
HOUSTON, TX 77024-1513

PHAN HOAN VAN & THU THI HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

PHAN HOAN VAN & THU THI HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

TAPIA TOMAS  
12908 OLD KIMBRO RD  
MANOR, TX 78653-4519

CYPRESS BLUFF LLC  
12822 KIMBRO RD  
MANOR, TX 78653

HOAN PHAN VAN & THU T HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

HOAN PHAN VAN & THU T HUYNH  
5701 LONG CT  
AUSTIN, TX 78730-5056

WILLS RONALD  
1953 WINTER DR  
FORT WORTH, TX 76262-8419

CAPITAL AREA YOUTH SOCCER  
ASSOCIATION  
PO BOX 352  
MANOR, TX 78653-0352

CAPITAL AREA YOUTH SOCCER  
ASSOCIATION  
PO BOX 352  
MANOR, TX 78653-0352

VRAZEL GEORGE P & MAE M  
11306 JUNE DR  
AUSTIN, TX 78753-2925

FLORES LLUVIA  
222 LOUETTA  
HOUSTON, TX 77060

JM ASSETS LP  
4203 SPINNAKER CV  
AUSTIN, TX 78731-5130

CENTEX MATERIALS LLC  
3019 ALVIN DEVANE BLVD STE 100  
AUSTIN, TX 78741-7419

JUBY EUGENE & SUE ELLEN  
PO BOX 529  
MANOR, TX 78653-0529

JUBY EUGENE & SUE ELLEN  
PO BOX 529  
MANOR, TX 78653-0529

JOHNSON WILLIAM S JR & JULIA  
804 MONTERREY PL  
AUSTIN, TX 78753-2307

LOF ERIC CARL  
15515 VOELKER LN  
ELGIN, TX 78621-9622

PTT INVESTMENTS LLC  
1221 LAUREL OAK TRL  
PFLUGERVILLE, TX 78660-3428

COTTONWOOD ESTATES LLC  
THOMAS T SMITH  
4109 FARHILLS DR  
AUSTIN, TX 78731-2811

PHAN HOAN VAN & AN BINH PHAN &  
VINH HOANG TRUONG  
11605 AUSTEX ACRES LN  
MANOR, TX 78653-3649

WERNER GEORGE W III  
15609 US HWY 290 E  
ELGIN, TX 78621-4107

NAVARRO JUAN JR & JUAN SR  
PO BOX 233  
MANOR, TX 78653-0233

FARMER JERRY R JR  
15905 HIGHWAY 290 E  
ELGIN, TX 78621-4127

NEHRING LISA  
13022 JACOBSON RD  
MANOR, TX 78653-3716

SOSA JOSE G  
15700 VOELKER LN  
ELGIN, TX 78621-4129

MERCER JAMES WILLIE  
15710 VOELKER LN  
ELGIN, TX 78621-4129

SCHULTZ TIM & LISA  
15800 VOELKER LN  
ELGIN, TX 78621-4114

AMOS BRENT W & PATRICIA ANN  
SERENITY RANCH  
15812 VOELKER LN  
ELGIN, TX 78621-4114

AMOS BRENT W & PATRICIA ANN  
SERENITY RANCH  
15812 VOELKER LN  
ELGIN, TX 78621-4114

FARMER LOUISE & CHARLES OMAN  
15819 HIGHWAY 290 E  
ELGIN, TX 78621-4131

FARMER JERRY R JR & BELINDA CLARK  
15905 HIGHWAY 290 E  
ELGIN, TX 78621-4127

GARCIA TIMOTHY & ESTELLA L  
15916 VOELKER LN  
ELGIN, TX 78621-4111

KERLIN JIMMY R & BRENDA J  
16000 VOELKER LN  
ELGIN, TX 78621-4106

STATEN ALAN & LIANNE C  
16010 VOELKER LN  
ELGIN, TX 78621-4106

LINVILLE LLC  
1100 N AVENUE F  
ELGIN, TX 78621-1035

PHAN HAI VAN  
7205 CURPIN CV  
AUSTIN, TX 78754-5781

PHANTASTIC ENDEAVOR LLC  
336 RIO VISTA DR  
CIBOLO, TX 78108-4222

WORD OF LIFE MINISTRY TEXAS  
16023 E U S HWY 290  
ELGIN, TX 78621-4207

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749-2301

ALAMO CONCRETE PRODUCTS LTD  
PO BOX 34210  
SAN ANTONIO, TX 78265-4210

BRYANT CRAIG T  
PO BOX 1534  
BROWNWOOD, TX 76804-1534

BRYANT CRAIG THOMAS & SHAY  
CULLEN & JEFFREY BRUCE BRYANT  
130 AYLESBURY HILL ST  
SAN ANTONIO, TX 78209-5442

POOLE KENNETH R SR  
104 LIGHTFOOT CT  
HUTTO, TX 78634-4500

16421 HWY 290 LAND LLC  
PO BOX 1643  
BUDA, TX 78610-1643

WILLOW CREEK RV PARK  
AND STORAGE LLC  
PO BOX 1643  
BUDA, TX 78610-1643

PAYNE JOHN THURMAN ET AL  
% RUSSELL T THURMAN  
2303 CAMINO ALTO  
AUSTIN, TX 78746-2404

UNITED STATES OF AMERICA  
DEPT OF TRANSPORTATION  
CENTRAL LOGISTICS SERVICE AREA  
2601 MEACHAM BV  
FT WORTH, TX 76137-4204

BOARD OF TRUSTEES OF THE MANOR  
INDEPENDENT SCHOOL DISTRICT  
10335 US HIGHWAY 290 E  
MANOR, TX 78653-4686

CARRILLO FAMILY PARTNERSHIP ETAL  
% ALEXANDRA CARRILLO  
14812 FM 973 N  
MANOR, TX 78653-3540

LUTZ JAMES T & ALEXANDRA CARRILLO  
14812 FM 973 N  
MANOR, TX 78653-3540

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

AQUA WATER SUPPLY CORP  
ATTN: PROP TAX DEPT  
PO BOX P  
BASTROP, TX 78602-1989

WOLF GERALDINE & EDWARD  
2868 COUNTY ROAD 267  
CAMERON, TX 76520-4936

L4S LLC  
PO BOX 27791  
AUSTIN, TX 78755-7791

L4S LLC  
PO BOX 27791  
AUSTIN, TX 78755-7791

L4S LLC  
PO BOX 27791  
AUSTIN, TX 78755-7791

ESTRADA GILBERTO A & MARIA D  
14411 FM 973 N  
MANOR, TX 78653-3538

LUNA MIGUEL  
17905 CUTBACK DR  
MANOR, TX 78653-4655

DE JESUS-MARTINEZ IGNACIO ETAL  
14405 N FM 973  
MANOR, TX 78653

VOELKER STANLEY D & SANDRA K  
14401 FM 973 N  
MANOR, TX 78653

VOELKER WELDING & CONSTRUCTION  
14401 FM 973 N  
MANOR, TX 78653

VOELKER STAN & RALPH REINHARDT  
14401 FM 973 N  
MANOR, TX 78653

KST PROPERTIES LTD  
40 LA JOLLA CIR  
MONTGOMERY, TX 77356-5336

VOELKER WELDING & CONSTRUCTION  
14401 FM 973 N  
MANOR, TX 78653

KST PROPERTIES LTD  
40 LA JOLLA CIR  
MONTGOMERY, TX 77356-5336

VELASQUEZ HENRIETTA B  
14315 OLD MANOR TAYLOR RD  
MANOR, TX 78653-3598

VELASQUEZ ROY C  
14301 OLD MANOR TAYLOR RD  
MANOR, TX 78653-3598

TIMMERMANN PROPERTIES INC  
115 FRANKLIN BLVD  
AUSTIN, TX 78751-1207

LEAKE WILLIAM R & ERICA S  
7401 NEZ PERCE TRCE  
MANOR, TX 78653-9634

LOSCHIAVO DENISE MARIE PILOTTE  
13356 OLD KIMBRO RD  
MANOR, TX 78653-4511

WILLIMAM R & ERICA LEAKE  
7401 NEZ PERCE TRACE  
MANOR, TX 78653

NAGLE JOHN WARE ETAL  
8409 BLUSH RD NW  
ALBUQUERQUE, NM 87120

JUANITA & WILLIAM CLARK MEIER  
1207 MOUNTAIN VIEW DR  
PFLUGERVILLE, TX 78660-3876

PURTLE HERBERT GUY  
13105 FM 1100  
MANOR, TX 78653-4528

SHULTZ TERRY LEE  
15201 VOELKER LN  
MANOR, TX 78653-4521

HOWARD & WILLELLA LUNDGREN  
13405 FM 1100  
MANOR, TX 78653-4516

HOWARD & WILLELLA LUNDGREN  
13405 FM 1100  
MANOR, TX 78653-4516

HOWARD & WILLELLA LUNDGREN  
13405 FM 1100  
MANOR, TX 78653-4516

LESTER C NELSON  
959 JEFFERSON AVE  
SEGUIN, TX 78155-6241

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749-2301

ABRAHAMSON ROYCE L  
7009 BENT OAK CIR  
AUSTIN, TX 78749-2301

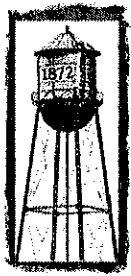
LIND MARY ANN  
2219 SUMMER GARDENS LN  
KATY, TX 77493

DAVID GING  
15108 VOELKER LN  
MANOR, TX 78653-4538

DAVID & LENA GING  
15108 VOELKER LN  
MANOR, TX 78653-4538

JASON TREY & RACHEL LYNNE SAMSEL  
13923 FM 1100  
MANOR, TX 78653-3918





CITY OF  
**MANOR**  
EST. ★ 1872  
TEXAS

AGENDA ITEM NO. 5

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Tom Bolt

DEPARTMENT: Administration

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#### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on the creation of a Public Improvement District - EntradaGlen

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#### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☐ NO

ATTACHMENTS: ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

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#### STAFF RECOMMENDATION:

It is City staff's recommendation, that

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



AGENDA ITEM NO. 6

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of a draft municipal service plan for the annexation of 1,756.97 acres of land, more or less, adjacent and contiguous to the city limits and being located in Travis County.

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### BACKGROUND/SUMMARY:

This is the first reading of the draft municipal service plan that outlines what entities will provide utility service to property upon annexation.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Draft Service Plan

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### STAFF RECOMMENDATION:

It is City staff's recommendation, that the City Council approve the first reading of the draft municipal service plan.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

## **EXHIBIT "B"**

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

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

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

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

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

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

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

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD's present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD.

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory and zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property or portions thereof (the "CCN holder") and, as applicable, the utility providing wholesale or retail water service to said CCN holder. Absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly

situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's water utility system.

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

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

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required by City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

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

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

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

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

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

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

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

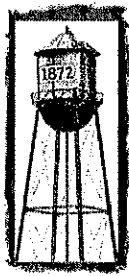
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

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

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

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

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



**CITY OF  
MANOR**  
EST.  1872  
**TEXAS**

AGENDA ITEM NO. 7

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: July 12, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on a second reading of an ordinance rezoning 127.220 acres more or less, located in the A.C. Caldwell Survey, Abstract No. 124, Travis County, Texas, and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in document number 2016214460, Official Public Records of Travis County, located near the intersections of Bois D'Arc Road and Tower Road, from R-1 Single Family to R-2 Single Family with a waiver from Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 to allow for 6,000 square foot lots.

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### BACKGROUND/SUMMARY:

This request is for R-2 Single Family zoning with a lot size waiver. Normally under R-2 the lot size is 7,200 sf, 1,000 sq ft home minimum, 50' wide lot, and allows for duplexes. The included waiver is for the lot size to allow 6,000 sf, which could be 50' x 120', which is comparable to Presidential Glen, to which this development is attached. Part of the waiver is an agreement that the minimum home size will be 1,500 sf and a masonry requirement that excluded Hardie Board so the fronts and portions of the sides will be brick or stone. The Planning Commission heard the zoning portion on 6/14 and recommended denial due to increased traffic, poor road conditions, and excessive run-off drainage to downstream property owners.

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Zoning Ordinance

Waiver Request

Area to be zoned

Survey

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### STAFF RECOMMENDATION:

It is city staff's recommendation that the second reading of an ordinance rezoning 127.220 acres more or less from R-1 Single Family to R-2 Single Family with a waiver from Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 to allow for 6,000 square foot lots be approved.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☒ DISAPPROVAL ☐ NONE

## **ORDINANCE NO.**

### **AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL (R-1) TO SINGLE FAMILY RESIDENTIAL (R-2) WITH CONDITIONS; 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, and;

**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, and;

**Whereas**, the property owner has requested a waiver from Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1, and;

**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 Exhibit A 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 Residential (R-1) to zoning district Single Family Residential (R-2) with the conditions described in Exhibit "B" (the "Waiver"). The Property is accordingly hereby rezoned to Single Family Residential (R-2) with conditions.

**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, Loc. Gov't. Code.



**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 21st day of June 2017.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 5rd day of July 2017.

**THE CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Frances Aguilar, TRMC, CMC

May 04, 2017

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

**Re: Sky Village Rezoning**  
**Rezoning – Letter of Intent**  
**NE corner of Bols D Arc and Tower Rd**  
**Manor, Texas 78653**

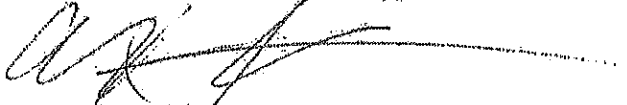
To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed Sky Village development is located at the northeast corner of Bols D Arc Rd and Tower Rd in Manor, Texas, Travis County. The existing property is approximately 268 acres. The proposed rezoning is for the entire tract. From R-1 zoning to R-2.

The proposed development intends to provide single family housing, as well as parkland. If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Alex Granados, E.I.T.  
Civil Analyst

May 11, 2017

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

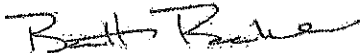
**Re: Sky Village Rezoning & Request for Waiver  
Request from Code of Ordinances, Chapter 14 Exhibit A,  
Article II, Section 20(j) Height and Placement Requirements, Chart 1**

To Whom It May Concern:

Kimley-Horn on behalf of Sky Village Kimbro Estates LLC is requesting a waiver from the Manor Code of Ordinances, Chapter 14, Exhibit A, Article II, Section 20(j) Height and Placement Requirements, Chart 1 indicated a minimum lot sq. ft. area of 7,200 SF. We request that the minimum lot sq. ft. area be reduced to 6000 SF. As a condition of granting this waiver, Sky Village Kimbro Estates LLC agrees to maintain a minimum home size of 1500 SF with 100% stone/brick masonry (excluding Hardie board/masonry products) on the front of all homes and the remaining 3 sides totaling 100% stone/brick masonry. Sky Village Kimbro Estates LLC also agrees on the restriction of duplexes on rezoned property.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Brett Burke  
Project Manager

**LEGAL DESCRIPTION**  
**127.220 ACRES OF LAND**

127.220 acres of land located in the A.C. Caldwell Survey, Abstract Number 154, Travis County, Texas and being a portion of that certain called 267.942 acre tract of land conveyed to Sky Village Kimbro Estates, LLC, as described in Document Number 2016214460, Official Public Records of Travis County, Texas; said 127.220 acres being more particularly described as follows:

**BEGINNING**, at a found 60D nail located in the southeasterly right of way line of Bois D Arc Road and marking the most westerly southwest corner of the said 267.942 acres;

**THENCE**, along the southeasterly right of way line of Bois D Arc Road, the following courses:

North 26deg 34' 25" East, a distance of 97.95 feet, to a point;  
North 27deg 29' 03" East, a distance of 2033.50 feet, to a found ½ inch iron rod;

**THENCE**, leaving the southeasterly right of way line of Bois D Arc and along the boundary lines of the said 267.942 acre tract, the following courses:

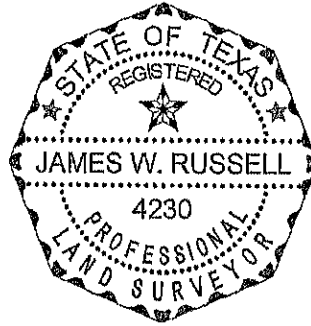
South 62deg 00' 08" East, a distance of 1087.10 feet, to a point;  
South 27deg 59' 52" West, a distance of 546.56 feet, to a point;  
South 52deg 43' 04" East, a distance of 667.78 feet, to a point;  
South 39deg 17' 57" East, a distance of 485.70 feet, to a point;  
South 30deg 19' 16" East, a distance of 1155.97 feet, to a point;  
South 62deg 32' 46" East, a distance of 552.04 feet, to a found ½ inch iron rod;  
South 26deg 28' 58" West, a distance of 604.34 feet, to a point;  
South 26deg 46' 43" West, a distance of 346.69 feet, to a found 1" iron pipe;  
North 62deg 59' 47" West, a distance of 238.66 feet, to a found 60D nail;  
North 63deg 39' 43" West, a distance of 66.97 feet, to a found 1" iron pipe;  
North 62deg 38' 12" West, a distance of 695.93 feet, to a point;  
North 62deg 42' 20" West, a distance of 330.87 feet, to a point;  
North 26deg 23' 28" East, a distance of 379.90 feet, to a found ½ inch iron rod;  
North 64deg 58' 30" West, a distance of 812.74 feet, to a found 60D nail;  
North 64deg 44' 31" West, a distance of 669.79 Feet, to a found 60D nail;  
North 63deg 33' 33" West, a distance of 909.33 feet, to the **POINT OF BEGINNING** and containing 127.220 acres (5,541,696 square feet) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.

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

*James W. Russell*  
5/11/17

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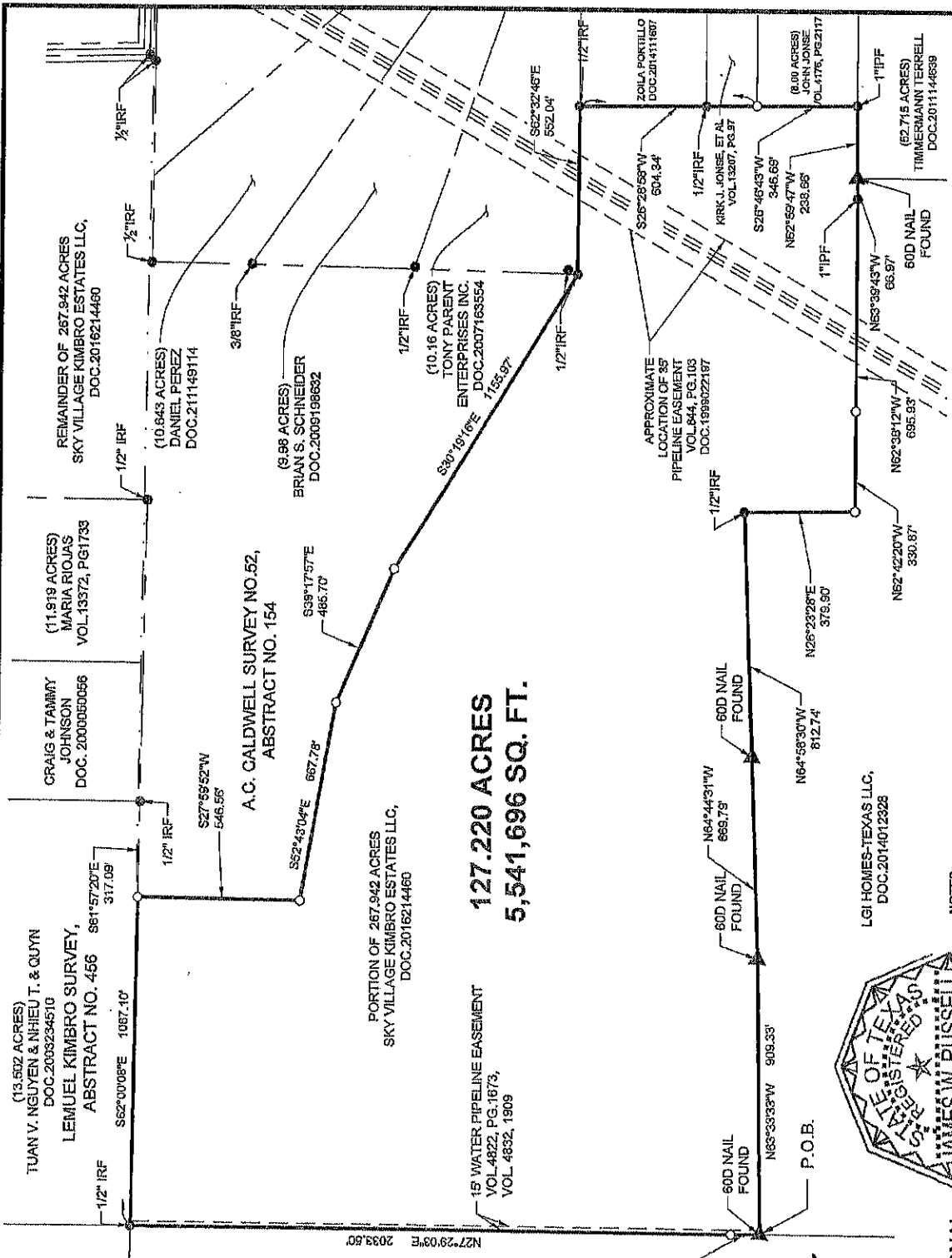




LEGEND

IRFC = 1/2" IRON ROD WITH "KHA" CAP  
FOUND  
IRF = 1/2" IRON ROD (UNLESS  
OTHERWISE NOTED)

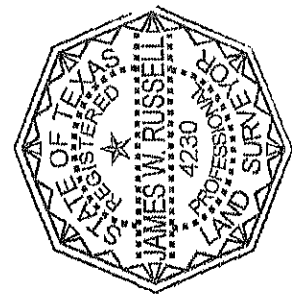
BOIS D. ARC RD.  
(VARIABLE R.O.W.)



127.220 ACRES  
5,541,696 SQ. FT.

NOTES:

1. This document was prepared under 22 TAC 683.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
2. Bearing system based on the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983.



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Scale	1" = 500'
Drawn by	RAAC
Checked by	JMR
Date	05/11/2017
Project No.	069255700
Sheet No.	1 OF 1





Zone		
A - Agricultural	Green	M-1 - Manufactured Housing
C-1 - Light Commercial	Light Pink	M-2 - Manufactured Housing Park
C-2 - Medium Commercial	Dark Pink	NB - Neighborhood Business
DB - Downtown Business District	Red	PUD - Planned Unit Development
I - Institutional	Light Blue	R-1 - Single Family
IN-1 - Light Industrial	Dark Blue	R-2 - Single Family
IN-2 - Heavy Industrial	Dark Purple	R-3 - Multi Family
		R-4 - Multi Family Special
		Manor ETJ

**Proposed Zoning:**  
**Single Family R-2**  
*Current Zoning: R-1 Single Family*