



Rita G. Jonse, Mayor
Gil Burrell, Place 1
Maria Amezcua, Mayor Pro Tem, Place 2
Anne Weir, Place 3
Danny Scarbrough, Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

**CITY COUNCIL
REGULAR MEETING
AGENDA**

Wednesday, November 6, 2019

7:00 p.m.

**Manor City Hall – Council Chambers
105 E. Eggleston Street**

CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

PLEDGE OF ALLEGIANCE

PROCLAMATION

Declaring the week of November 18-22, 2019, as “National Hunger and Homeless Awareness Week”

PUBLIC COMMENTS

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. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the white card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments**

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.

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| 1. Consideration, discussion, and possible action to approve the City Council Minutes of the October 16, 2019, Regular Meeting. | Lluvia T. Almaraz,
City Secretary |
|---|--------------------------------------|

PUBLIC HEARINGS

2. Public Hearing: Conduct a public hearing regarding the annexation of 30.86 acres, more or less, adjacent and contiguous to the city limits and being located at 13119 US Hwy 290 E, Manor, TX. **Applicant**: Kimley-Horn & Associates **Owner**: Gordon Weir Thomas Bolt,
City Manager
3. Public Hearing: Conduct a public hearing regarding the rezoning of 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2). **Applicant**: Kimley-Horn & Associates **Owner**: Gordon Weir Scott Dunlop,
Asst. Dev. Services
Director

REGULAR AGENDA

4. First Reading: Consideration, discussion, and possible action on an ordinance annexing 30.86 acres, more or less, adjacent and contiguous to the city limits and being located at 13119 US Hwy 290 E, Manor, TX. **Applicant**: Kimley-Horn & Associates **Owner**: Gordon Weir Thomas Bolt,
City Manager
5. First Reading: Consideration, discussion and possible action on an ordinance rezoning 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2). **Applicant**: Kimley-Horn & Associates **Owner**: Gordon Weir Scott Dunlop,
Asst. Dev. Services
Director
6. Consideration, discussion, and possible action on an ordinance approving a Tax Increment Reinvestment Zone Number One, City of Manor Final Project and Finance Plan. Thomas Bolt,
City Manager
7. Consideration, discussion, and possible action on an amendment to the Development Agreement (Manor Heights). Thomas Bolt,
City Manager
8. Consideration, discussion, and possible action on an Assignment and Assumption of the Development Agreement regarding Manor Heights. Thomas Bolt
City Manager
9. Consideration, discussion, and possible action on award of a contract addendum for professional services for the FY 2019 Capital Metro BCT Paving Improvements Project. Frank T. Phelan,
P.E., City Engineer
10. Consideration, discussion, and possible action on award of a contract addendum for Advisory Consulting services for the 2020 Community Impact Fee Update project. Frank T. Phelan,
P.E., City Engineer
11. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances by adding Article 1.14 Public Tree Care to Chapter 1, General Provisions establishing public tree care regulations and establishing a public tree advisory committee. Scott Dunlop,
Asst. Dev. Services
Director
12. Consideration, discussion, and possible action on naming the new City's Park on Lexington Street. Thomas Bolt,
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).

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, November 1, 2019, by 5:00 p.m. 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 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail ltijerina@cityofmanor.org

PROCLAMATION

WHEREAS, for over 27 years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Travis County for very low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to sheltering and providing supportive services as well as meals and food supplies to people experiencing homelessness including:

Manor ISD, Manor School Board Members, Salvation Army, Life Works, Foundation for the Homeless, Family with Voices, Intrical Care, Project Hope- Manor ISD- Parent Engagement, Manor Counselors and Social Workers, Communities in Schools, SAFE Austin, Manor ISD Partnership, Wellness, and Foundation: Manor's Faith based Alliance, Manor Chamber of Commerce, Manor Education Foundation, Manor College, Career, and Military Readiness, Advocacy Outreach, Manor East Rural, Goodwill, Texas Homeless Education Office, Region 13- Homeless Services, and the Manor City; and

WHEREAS, the theme of National Hunger and Homelessness Awareness Week in Manor ISD and Manor, Texas is "Sock It to Hunger and Homelessness Awareness Week 2019," with plans to culminate the event on Monday, November 18, 2019 at the Manor ISD regular called school board meeting.

WHEREAS, the Project Hope-Manor ISD recognize that hunger and homelessness continue to be a serious problem for many individuals and families in Manor ISD and Travis County, it is imperative that we acknowledge the week, but make plans to work on this agenda all year long; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of Manor ISD- Project Hope.

NOW, THEREFORE, I Rita G. Jonse, Mayor of the City of Manor, and behalf of the Manor City Council, do hereby proclaim the week of November 18-22, 2019, as;

"NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK"

in the city of Manor and I encourage all citizens to recognize that many people do not have housing and need support from citizens, and private/public nonprofit service entities.

PROCLAIMED this the 6th day of November 2019.

Rita G. Jonse, Mayor
City of Manor



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Lluvia T. Almaraz, City Secretary

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to approve the City Council Minutes of the October 16, 2019, Regular Meeting.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

October 16, 2019, Regular Meeting Minutes

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the City Council Minutes of the October 16, 2019, Regular Meeting.

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



**CITY COUNCIL
REGULAR SESSION MINUTES
OCTOBER 16, 2019**

PRESENT:

Rita G. Jonse, Mayor

COUNCIL MEMBERS:

Gil Burrell, Place 1 (Absent)
Maria Amezcua, Mayor Pro Tem, Place 2
Anne R. Weir, Place 3
Danny Scarbrough, Place 4
Deja Hill, Place 5
Valerie Dye, Place 6

CITY STAFF:

Thomas Bolt, City Manager
Lluvia T. Almaraz, City Secretary
Lydia Collins, Director of Finance
Scott Dunlop, Assistant Development Services Director
Debbie Charbonneau, Community Development Manager
Ryan Phipps, Chief of Police
Sarah Friberg, Court Administrator
Michael Tuley, Public Works Director
Anthony Valchar, Assistant Director of Public Works
Veronica Rivera, Legal Counsel
Frank T. Phelan, P.E., City Engineer

REGULAR SESSION – 7:00 P.M.

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Jonse at 7:00 p.m. on Wednesday, October 16, 2019, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

PLEDGE OF ALLEGIANCE

At the request of Mayor Jonse, Director of Finance Collins, led the Pledge of Allegiance.

PROCLAMATIONS

A. Declaring November 1, 2019, as “Texas Arbor Day”

Mayor Jonse read and presented a proclamation declaring Friday, November 1, 2019, as “Texas Arbor Day” to Michael Tuley, Public Works Director and Anthony Valchar, Assistant Director of Public Works.

B. Declaring the Week of November 4-8, 2019, as “Municipal Court Week”

Mayor Jonse read and presented a proclamation declaring the week of November 4-8, 2019, as “Municipal Court Week” to Sarah Friberg, Court Clerk, and Lydia Collins, Director of Finance.

PRESENTATION

Recognition of outgoing Associate Judge Phyllis Mathison, presented by Mayor Rita G. Jonse

Mayor Jonse read and presented a plaque of recognition to Associate Judge Phyllis Mathison.

PUBLIC COMMENTS

Dory West with the Manor Arts Council spoke to City Council regarding two (2) proposals to be considered regarding Jennie Lane Park restroom facilities and the picket fence park. She suggested for the restroom facility at Jennie Lane Park be considered as a potential public art opportunity for Local Artists and Manor ISD Students. She also proposed for a Resolution designating the picket fence park as a new City Park and suggested new Park Names by Manor Arts Council.

No one else appeared to speak at this time.

CONSENT AGENDA

1. Consideration, discussion, and possible action to approve the City Council Minutes of the October 2, 2019, 2019, Regular Meeting.

2. Consideration, discussion, and possible action on the acceptance of the September 2019 Departmental Reports:

- **Police – Ryan Phipps, Chief of Police**
- **Development Services – Scott Dunlop, Assistant Dev. Services Director**
- **Community Development – Debbie Charbonneau**
- **Municipal Court – Sarah Friberg, Court Clerk**
- **Public Works – Michael Tuley, Director of Public Works**
- **Finance – Lydia Collins, Director of Finance**

Chief of Police Phipps invited everyone to attend the Manor Night at the Park Event formally known as National Night Out on Friday, October 18, 2019 at Timmermann's Park from 5:30 p.m. to 9:30 p.m.

The discussion was held regarding the parking for the event.

MOTION: Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to approve and adopt all items on the Consent Agenda. The motion carried unanimously.

PUBLIC HEARINGS

3. **Public Hearing: Consideration, discussion, and possible action upon a Concept Plan for the Manor Commons SE Commercial, nineteen (19) lots on 73 acres more or less, located near US Hwy 290 E and FM 973 N, Manor, TX. Applicant: ALM Engineering Owner: Greenview Development 973 L.P**

Mayor Jonse opened the public hearing.

The City staff's recommendation was that the City Council deny a Concept Plan for the Manor Commons SE Commercial, nineteen (19) lots on 73 acres more or less, located near US Hwy 290 E and FM 973 N, Manor, TX.

Assistant Development Services Director Dunlop stated the plans would be resubmitted after the review of Engineers.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to deny a Concept Plan for the Manor Commons SE Commercial, nineteen (19) lots on 73 acres more or less, located near US Hwy 290 E and FM 973 N, Manor, TX. The motion carried unanimously.

4. **Public Hearing and First Reading: Consideration, discussion and possible action on an ordinance rezoning 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2). Applicant: Kimley-Horn & Associates Owner: Gordon Weir**

Mayor Jonse opened the public hearing.

The City staff's recommendation was that the City Council conduct the public hearing of an ordinance rezoning 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2).

Scott Dunlop, Asst. Development Services Director, was available to address any questions posed by the City Council.

Carolyn Weir, 13119 Highway 290 East, Manor, Texas, submitted a card in support of this item; however, she did not wish to speak but was available to address any questions posed by the City Council.

Brandon Robinson with Carriage Hills HOA spoke before City Council in opposition of this item. Mr. Robinson expressed his and the HOA's concerns regarding the rezoning and new development for the location. Mr. Robinson requested for Council to not approve an RV Park development in this location due to sewer and flooding issues.

Casey Carver, 12917 Pealing Way, Manor, Texas, spoke before City Council in opposition of this item. Mr. Carver expressed his concerns regarding the erosion issues this type of development would bring to the community.

Tyler Burke, 12701 Wedding Drive, Manor, Texas, spoke before City Council in opposition of this item. Mr. Burke is in support of the annexation for this area but is opposing the development of an RV Park. He suggested for Council to rezone property for single family homes development or businesses that would benefit the City of Manor.

Andrew Myers, 12856 St. Mary Drive, Manor, Texas, spoke before City Council in opposition of this item. Mr. Myers expressed his and Bell Farms HOA concerns regarding the proposed RV Park development. He requested for Council to protect the community's security and the property value of their homes.

Brandon Parry, 12929 Corrillon Way, Manor, Texas, spoke before City Council in opposition of this item. Mr. Parry expressed his concerns regarding the RV Park development.

Crystal Almaguer, 12760 Saint Mary Dr., Manor, Texas, spoke before City Council in opposition of this item. Ms. Almaguer expressed her concerns regarding the erosion and environmental issues regarding the RV Park development. She also expressed her concerns regarding the connection of neighborhoods to the RV Park for emergency services. She stated she is supporting the annexation of the land by the City but would like to see a different type of development that would allow the City to regulate properly.

Kelly Baker, 13001 Carillon Way, Manor, Texas, spoke before City Council in opposition of this item. Ms. Baker expressed her concerns regarding the RV Park development. She stated she was in support of the annexation by the City but would like to see single family homes or businesses built in that location.

Alondra Hernandez, 12617 Casting Drive, Manor, Texas submitted a card in opposition of this item; however, she did not wish to speak.

Janine Wise, 133525 Ring Drive, Manor, Texas, submitted a card in opposition of this item; however, she did not wish to speak.

Victoria Van Patten, 12828 Door Bell Drive, Manor, Texas, submitted a card in opposition of this item; however, she did not wish to speak.

Harvey Morales, 12929 Corrillon Way, Manor, Texas, submitted a card in opposition of this item; however, he did not wish to speak.

Maxwell Nisus, 12828 Door Bell Drive, Manor, Texas, submitted a card in opposition of this item; however, he did not wish to speak.

City Manager Bolt discussed the RV Park development. He stated the developer had approached the city and was requesting annexation and rezoning of the property. City Manager Bolt stated he also did not want this type of development in that area but at this time the city had no regulations due to the property not being annexed to the city.

City Manager Bolt opened the floor for discussion and questions.

The discussion was held regarding other options for development after annexation.

The discussion was held regarding the city annexing the property as agriculture.

The discussion was held regarding rezoning concerns for C-2 regulations.

The discussion was held regarding the timing of development.

The discussion was held regarding the development process.

The discussion was held regarding the involvement of the County Commissioner.

The discussion was held regarding regulations for the RV Park Development.

The discussion was held regarding Travis County development regulations.

City Manager Bolt explained the zoning categories regulations.

Mayor Jonse adjourned the regular session of the Manor City Council into Executive Session at 7:49 p.m. Wednesday, October 16, 2019, 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 Consultation with Attorney*, at 7:49 p.m., on Wednesday, October 16, 2019, City Council Conference Room of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 8:20 p.m. on Wednesday, October 16, 2019.

OPEN SESSION

The City Council reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 8:20 p.m. on Wednesday, October 16, 2019, in the Council Chambers of the Manor City Hall.

Mayor Jonse opened the floor for action to be taken on the items discussed in the Executive Session.

MOTION: Upon a motion made by Council Member Weir and seconded by Mayor Pro Tem Amezcua the Council voted six (6) For and none (0) Against to continue the Public Hearing open and take no action. The motion carried unanimously.

MOTION: Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Scarbrough the Council voted six (6) For and none (0) Against to postpone the first reading of the rezoning request to the November 6, 2019, Regular Council Meeting. The motion carried unanimously.

REGULAR AGENDA

5. Consideration, discussion and possible action on ratifying the bylaws for the City's TIRZ Board.

The City staff's recommendation was that the City Council approve the bylaws for the City's TIRZ Board.

The discussion was held regarding the TIRZ annual meeting for reviewing the TIRZ bylaws by the Board of Directors.

MOTION: Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Hill the Council voted six (6) For and none (0) Against to approve the bylaws for the City's TIRZ Board. The motion carried unanimously.

6. Consideration, discussion, and possible action on an award for Solid Waste Collection and Disposal and Recycle Services for the City of Manor.

The City staff's recommendation was that the City Council award the Solid Waste Collection and Disposal and Recycle Services for the City of Manor to Waste Connections; and Authorize the City Manager to negotiate and execute a final contract.

Gary Gauci with Waste Management spoke before City Council in opposition of this item. He discussed the RFP Bid Meeting conducted by the City and process of the comparison of prices from other vendors. Mr. Gauci thanked the City for the transition from Republic to Waste Management and stated he was available to address any questions posed by the City Council. Mr. Gauci requested for Council to continue the trash services with Waste Management for the City of Manor.

Jay Howard with Texas Disposal Systems spoke before City Council regarding the services provided by Texas Disposal System. Mr. Howard stated Texas Disposal Systems was a local family owned business since 1977. He discussed how customer service issues are handled and managed promptly. He discussed the recycling and compost services offered by Texas Disposal Systems. Mr. Howard requested for Council to consider his local business for trash services for the City of Manor.

John Harris with Waste Connections spoke before City Council in support of this item. He discussed the submitted RFP proposal to the City. He discussed the services provided by Waste Connections. He stated Waste Connections was the 3rd largest waste provider in Texas and was known for their customer service and safety programs. Mr. Harris thanked the City Council for the bid opportunity. He requested for Council to consider Waste Connections proposal for trash services for the City of Manor.

Mayor Jonse inquired about the location of Waste Connections. Mr. Harris stated they had 2 local locations in Austin and in Pflugerville.

The discussion was held regarding the City staff's recommendation with Waste Connections.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to award the Solid Waste Collection and Disposal and Recycle Services for the City of Manor to Waste Connections; and Authorize the City Manager to negotiate and execute a final contract. The motion carried unanimously.

Council Member Weir and Mayor Pro Tem Amezcua advised they would be abstaining from consideration on the following item. The appropriate Conflict of Interest Affidavits have been filled out and filed with the City Secretary.

7. Consideration, discussion, and possible action on the Manor Lions Club H.O.T. Funds application of reimbursement of actual expenses meeting the State of Texas Hotel Tax Law Requirements Section 351.101.

The City staff's recommendation was that the City Council approve the application of up to \$1,500 once all qualified invoices and or receipts have been turned in for reimbursement.

Karen Walker Ratcliffe with Manor Lions Club submitted a card in support of this item; however, she did not wish to speak but was available to address any questions posed by City Council.

City Manager Bolt discussed the Manor Lions Club H.O.T. Funds application for reimbursement of actual expenses for Manor Lions Fest.

MOTION: Upon a motion made by Council Member Hill and seconded by Council Member Scarbrough the Council voted four (4) For and none (0) Against to approve the application of \$1350 of qualified invoices and or receipts that have been turned in for reimbursement. The motion carried unanimously.

8. Consideration, discussion, and possible action on a resolution to conduct a public hearing to discuss amending the Wastewater Capital Improvement Plan.

The City staff's recommendation was that the City Council approve Resolution No. 2019-15 for conducting a public hearing for the proposed amendment to the Wastewater Capital Improvement Plan.

City Engineer Phelan discussed the resolution to conduct a public hearing to discuss the amendment to the Wastewater Capital Improvement Plan.

Resolution No. 2019-15: A Resolution of The City of Manor, Texas Setting a Public Hearing to be Held At 7:00 P.M. on Wednesday, December 4, 2019, at Manor City Hall, 105 E. Eggleston Street, Manor, Texas, 78653 to Consider the Amendment of the Wastewater Capital Improvements Plan.

MOTION: Upon a motion made by Scarbrough and seconded by Council Member Hill the Council voted six (6) For and none (0) Against to approve Resolution No. 2019-15 for conducting a public hearing for the proposed amendment to the Wastewater Capital Improvement Plan. The motion carried unanimously.

9. Consideration, discussion and possible action to approve a change order to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project.

The City staff's recommendation was that the City Council approve Change Order No. 2 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$90,543.

City Engineer Phelan discussed the change order to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project.

The discussion was held regarding the modifications to the new Public Works building.

The discussion was held regarding other modifications for the project.

The discussion was held regarding the plant design.

The discussion was held regarding additional change orders for the project.

MOTION: Upon a motion made by Council Member Scarbrough and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to approve Change Order No. 2 to the construction contract for the Wilbarger Creek Wastewater Treatment and Collection System Improvements project with Excel Construction Services, LLC in the amount of \$90,663. The motion carried unanimously.

10. Consideration, discussion and possible action on a resolution commencing the annexation of 30.8643 acres of land, more or less; being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

The City staff's recommendation was that the City Council approve Resolution No. 2019-13 commencing the annexation of 30.8643 acres of land, more or less; being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters.

Candra Wolcott, 12904 Pealing Way, Manor, Texas, submitted a card in opposition of this item; however, she was not present to speak to City Council.

Nicholas Lozano, 13320 Pine Needler Street, Manor, Texas, submitted a card in opposition of this item; however, he did not wish to speak.

Veronica Lozano, 13320 Pine Needler Street, Manor, Texas, submitted a card in opposition of this item; however, she did not wish to speak.

City Manager Bolt discussed the resolution commencing the annexation property.

Resolution No. 2019-13: A Resolution of The City of Manor, Texas, Commencing the Annexation of 30.8643 Acres of Land, More or Less; Being Located in Travis County, Texas and Adjacent and Contiguous to the City Limits; and Providing Open Meetings and Other Related Matters.

MOTION: Upon a motion made by Mayor Pro Tem Amezcua and seconded by Council Member Weir the Council voted six (6) For and none (0) Against to approve Resolution No. 2019-13 commencing the annexation of 30.8643 acres of land, more or less; being located in Travis County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters. The motion carried unanimously.

11. Consideration, discussion and possible action on a resolution supporting the extension of US Highway 290 East Tollway - Phase IV into the City Limits and Eastward; and providing for related matters.

The City staff's recommendation was that the City Council approve Resolution No. 2019-14 supporting the extension of US Highway 290 East Tollway - Phase IV into the City Limits and Eastward; and providing for related matters.

City Manager Bolt discussed the resolution supporting the extension of US Highway 290 East Tollway – Phase IV into the City limits.

The discussion was held regarding statistical reports of the tollway and Cap Metro transit from Manor to surrounding cities.

Resolution No. 2019-14: A Resolution of the City of Manor, Texas, Providing Support and Comments for Extending US Highway 290 East Tollway - Phase IV, Into the City Limits and Eastward; and Recognizing the Recent Population Increases in the Area, the Number of Motorists Now Utilizing US Highway 290 East and the Effects on Local Traffic and Citizens of the City; and Providing for Related Matters.

MOTION: Upon a motion made by Council Member Weir and seconded by Council Member Dye the Council voted six (6) For and none (0) Against to approve Resolution No. 2019-14 supporting the extension of US Highway 290 East Tollway - Phase IV into the City Limits and Eastward; and providing for related matters. The motion carried unanimously.

ADJOURNMENT

The Regular Session of the Manor City Council Adjourned at 9:01 p.m. on Wednesday, October 16, 2019.

These minutes approved by the Manor City Council on the 6Th day of November 2019.

APPROVED:

Rita G. Jonse
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM NO. ²_____

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing regarding the annexation of 30.86 acres, more or less, adjacent and contiguous to the city limits and being located at 13119 US Hwy 290 E, Manor, TX. Applicant: Kimley-Horn & Associates Owner: Gordon Weir

BACKGROUND/SUMMARY:

This is the first public hearing regarding the annexation of the proposed RV Park property. The annexation was commenced at the October 16th City Council meeting.

PRESENTATION: ☐ YES ☒ NO

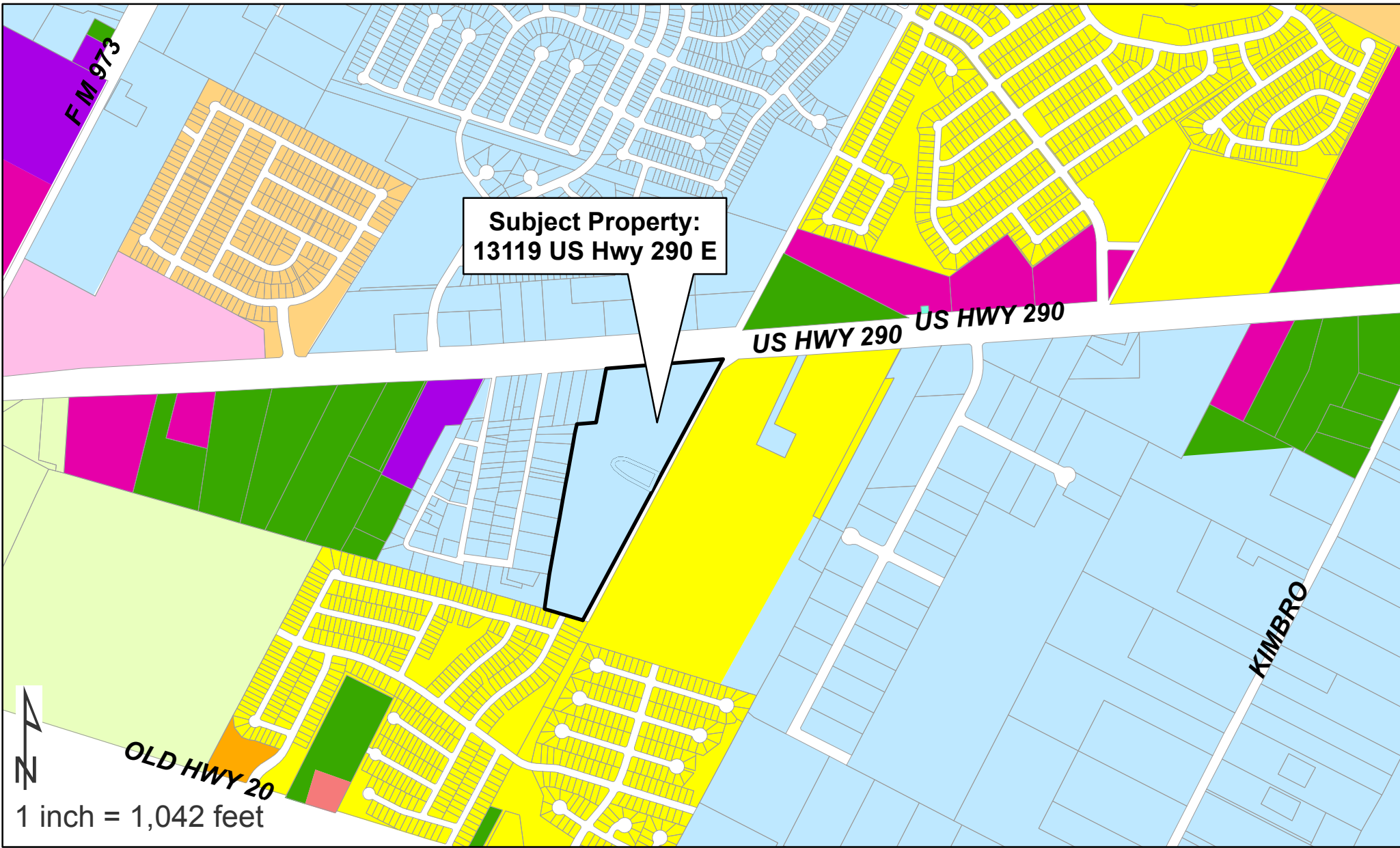
ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Annexation map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct a public hearing regarding the annexation of 30.86 acres, more or less, adjacent and contiguous to the city limits and being located at 13119 US Hwy 290 E, Manor, TX.

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



Proposed Annexation 30.86 Acres

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



AGENDA ITEM NO. 3

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Public Hearing: Conduct a public hearing regarding the rezoning of 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2). Applicant: Kimley-Horn & Associates Owner: Gordon Weir

BACKGROUND/SUMMARY:

This is a continuation of the public hearing began at the October 16th City Council meeting. The public hearing was not closed and no action was taken on the October 16th.

PRESENTATION: ☐ YES ☒ NO

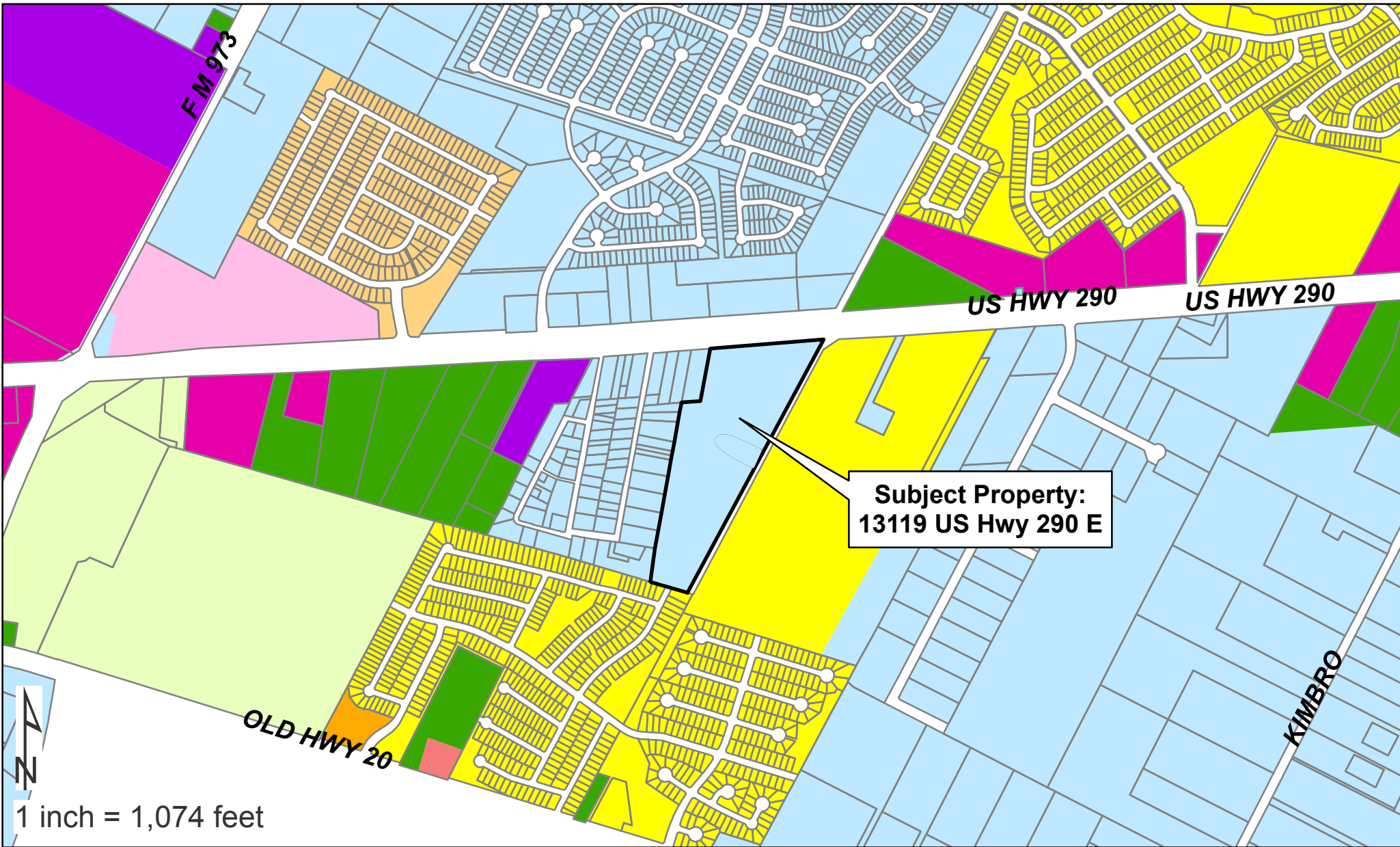
ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Rezoning Map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council conduct a public hearing regarding the rezoning of 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2).

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



Proposed Zoning: **Medium Commercial (C-2)**

Current Zoning District:
ETJ (Annexation Pending)

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion, and possible action on an ordinance annexing 30.86 acres, more or less, adjacent and contiguous to the city limits and being located at 13119 US Hwy 290 E, Manor, TX. Applicant: Kimley-Horn & Associates Owner: Gordon Weir

BACKGROUND/SUMMARY:

This is the first reading of an ordinance to annex the 30.86 acre tract with the proposed RV Park. Second reading is currently scheduled for November 20th.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance

Annexation map

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance annexing 30.86 acres, more or less, adjacent and contiguous to the city limits and being located at 13119 US Hwy 290 E, Manor, TX.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS ANNEXING 30.8643 ACRES OF LAND, MORE OR LESS, THAT IS ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY; APPROVING A SERVICES AGREEMENT FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to § 43.003, *Tex. Loc. Gov't Code*, the City of Manor, Texas ("the City") is a home rule municipality authorized to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with § 43.0671, *Tex. Loc. Gov't Code*;

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

WHEREAS, the City Council has heard and has decided to grant the request;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § 43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing of the territory proposed to be annexed was published in a newspaper of general circulation in the City and posted on the City's Internet website not more than twenty (20) nor less than (10) days prior to the public hearings and the post remained on the City's website until the date of the last hearing; and

WHEREAS, the City intends to provide services to the property to be annexed according to the Services Agreement entered into with the owner attached hereto as Exhibit "B";

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

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

Section 2. That the following described property (hereinafter referred to as the "Annexed Property") is hereby annexed into the corporate limits of the City of Manor:

All that certain are of land being 30.8643 acres, more or less, out of the Greenberry Gates Survey No. 63, Abstract No. 315, Travis County, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 3. That the Services Agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Services Agreement attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

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

Section 6. That the Annex Property shall be temporarily zoned District “A” as provided in the City Zoning Ordinance, until permanent zoning is established therefore.

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

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

Section 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passes was open to the public as required and that public notice of the time, place, and purpose of said meeting was given required by the Opens Meeting Act, *Chapt. 551, Tex. Gov’t Code*.

PASSED AND APPROVED on First Reading this the 6th day of November 2019.

FINALLY PASSED AND APPROVED on this the ____ day of _____, 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT "A"

Property description: +/- 30.8643 acres

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.8643 ACRES (1,344,450 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 31.02 ACRE TRACT CONVEYED TO ELSIE FRANCES WIER IN DOCUMENT #1999148737 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A 1.5 CALLED ACRE TRACT CONVEYED TO GREYSTONE HOLDINGS, LLC, IN DOCUMENT #2005016761 (O.P.R.T.C.T.), SAID 30.8643 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of US Highway 290 (240' right-of-way), and being the northeast corner of said Greystone tract, and being the northwest corner of the remainder of said Wier tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 3/8-inch iron rod found bears, S11°00'39"W, a distance of 1.00 feet, and also from which, a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the northeast corner of a called 1.002 acre tract partially conveyed to Daniel Perez in Document #2012110051 (O.P.R.T.C.T.), and to Celia Enriquez-Felipe in Document #2015030029 (O.P.R.T.C.T.), and being the northwest corner of said Greystone tract, and being the northwest corner of said Wier tract bears, S85°56'14"W, a distance of 155.12 feet;

THENCE, with the south right-of-way line of said US 290 and the north line of said Wier tract, the following three (3) courses and distances:

- 1) **N85°56'14"E**, a distance of **778.45** feet to a disturbed TxDot Type 1 concrete monument found for the northeast corner hereof, and
- 2) **S03°55'51"E**, a distance of **158.46** feet to a leaning TxDot Type 1 concrete monument found for an angle point hereof, said point being in the called west line of an abandoned County Road (no dedication/vacation information found), and
- 3) **S61°43'23"E**, a distance of **30.06** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the called centerline of said abandoned County Road, and being a corner in the east line of said Wier tract;

THENCE, with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°05'58"W**, a distance of **1,791.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document #2006248015 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document #2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Wier tract;

THENCE, with the west line of said Ginsel tract, in conflict with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°58'47"W**, a distance of **334.74** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being at the intersection of the north line of Lot 22, Block I of Bell Farms, Phase Two-A, recorded in Document #200700061 (O.P.R.T.C.T.), with the west line of said Ginsel tract, from which a 1/2-inch iron rod with illegible cap found for the southwest corner of said Ginsel tract, and being the northwest corner of Lot 83, Block C of Final Plat of Carriage Hills Section Three, recorded in Document #201000127 (O.P.R.T.C.T.) bears, S27°58'47"W, a distance of 166.08 feet, and also from which, a calculated point for the northeast corner of said Lot 22, and being the southeast corner of said Wier tract bears, S73°23'16"E, a distance of 5.23 feet;

THENCE, with the common line of said Bell Farms, Phase Two-A, and said Wier tract, **N73°23'16"W**, passing at a distance of 173.07 feet, a 1/2-inch iron rod found at the northeast terminus of Carillon Way (60'

right-of-way), and being the northwest corner of said Lot 22, and continuing for a total distance of **374.66** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being at the southeast corner of a called 3.20 acre tract conveyed to Faustino Canamero Cardero in Document #2018099283 (O.P.R.T.C.T.), and being in the north line of Lot 50, Block "D" of said Bell Farms, Phase Two-A, and being the southwest corner of said Wier tract;

THENCE, in part with the east line of said Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document #2019011268 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Sammie Hutchinson in Volume 11789, Page 292 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jesse and Barbara Robertson in Volume 8731, Page 506 (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. and Ana M. Mijares in Document #2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document #2002181992 (O.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), said tract described in Volume 2958, Page 888 (D.R.T.C.T.) and in Volume 4998, Page 777 (D.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. and Joseph Carlos Deleon in Document #2008194463 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), and with the west line of said Wier tract, **N10°53'27"E**, a distance of **1,486.93** feet to a calculated point for an exterior ell-corner hereof, said point being at the common corner of said Greystone tract, said Perez tract and said Reyes tract, from which a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the common north corner of said Greystone tract and said Perez tract, and being the northwest corner of said Wier tract bears, **N10°53'27"E**, a distance of 437.05 feet;

THENCE, over and across said Wier tract, with the south and east lines of the Greystone tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an interior ell-corner hereof, and
- 2) **N11°00'39"E**, passing at a distance of 436.36 feet, a 3/8-inch iron rod found, and continuing for a total distance of **437.36** feet to the **POINT OF BEGINNING**, and containing 30.8643 Acres (1,344,450 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835.dwg)


Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

7/31/2019



EXHIBIT “B”

Approved Services Agreement

**SERVICES AGREEMENT
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF MANOR**

This Services Agreement (the “Agreement”) is entered into between the City of Manor, a Texas municipal corporation (the “City”) and Manor RV Park, LLC, a Texas limited liability company (the “Owner”). The City and the Owner are collectively referred to as the Parties.

WHEREAS, the City intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the “Subject Property”);

WHEREAS, the Owner has requested annexation of the Subject Property and *Section 43.0672 of the Tex. Loc. Gov’t. Code*, requires a written agreement for the provision of services in the area first be entered into between the City and Owner of the Subject Property;

WHEREAS, the City and the Owner agree each will benefit from the City’s development restrictions and zoning requirements, as well as other municipal services provided by the City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for the City to provide the listed services upon annexation and in accordance with this Agreement; and

WHEREAS, it is found that all requirements have been satisfied and the City is authorized by the City Charter and *Ch. 43, Loc. Gov’t. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 2. Services. The following services will be provided for the Subject Property on the effective date of annexation of the Subject Property:

- (a) **General Municipal Services.** Pursuant to the requests of the Owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

- (1) Police protection as follows:

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

- (2) Fire protection and Emergency Medical Services as follows:

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

- (3) Solid waste collection services as follows:

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

- (4) Animal control as follows:

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

- (5) Maintenance of parks and playgrounds within the City.

- (6) Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

- (7) Maintenance of other City facilities, buildings and service.

- (8) Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the Subject Property. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the Subject Property for such use and development following final annexation of the Subject Property. The Owner shall apply for and obtain zoning for the Subject Property prior to proceeding with the platting of the Subject Property as proposed in the concept plan filed on May 10, 2019. The Owner may not obtain approval of preliminary plans until such time as the zoning for the proposed use(s) has been obtained and the Owner agrees to develop in compliance with the City ordinances, rules and regulations within the city limits as set forth in more detail in the Development Agreement, and zoning approved by the City.

- (b) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Agreement:

- (1) Water service and maintenance of water facilities as follows:

- (A) Inspection of water distribution lines as provided by statutes of the State of Texas.
 - (B) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water CCN for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The Subject Property Owner shall construct the internal water lines and be responsible for the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, if applicable. 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, if agreed to by the CCN holder. 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, as permitted by the CCN holder. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service, except as provided by the Development Agreement.
- (2) Wastewater service and maintenance of wastewater facilities as follows:
- (A) Inspection of sewer lines as provided by statutes of the State of Texas.
 - (B) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property Owner shall construct the internal wastewater lines and be responsible for the costs of line extension. The number of LUEs exceeds the City's Capital Improvement Plan and the planned ultimate buildout of the Subject Property, as a result the City

will need to oversize and expand the Bell Farms lift station under an accelerated schedule. The City shall be responsible for the oversize and expansion of the Bell Farms lift station and is responsible for the cost of any upgrades to its wastewater treatment plant. 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, except as provided by the Development Agreement.

- (3) Maintenance of streets and rights-of-way as appropriate as follows:
 - (A) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the existing streets and roads will be limited as follows:
 - (i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
 - (ii) Routine maintenance as presently performed by the City.
 - (B) The outer boundaries of the Subject Property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the Subject Property.

(c) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: oversizing of the Bell Farms lift station. Upon development of the Subject Property, the Owner will be responsible for the development costs the same as a developer in a similarly situated area.

Section 3. Conflicts. In the event of a conflict between this Agreement and the Development Agreement for the Subject Property, the terms and provisions of the Development Agreement shall govern and control.

Section 4. Term. The term of this Agreement (the “Term”) is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and 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.

Section 8. 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 9. 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 10. 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 11. 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 12. Enforcement; Waiver. This Agreement may be enforced by 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 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. 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 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. 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 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

[signature pages follow]

Entered into this ____ day of _____, 2019.

CITY:

THE CITY OF MANOR,
a Texas municipal corporation

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT is acknowledged before me on this ____ day of _____, 2019, by Rita G. Jonse, as Mayor of the City of Manor, Texas and attested to by Lluvia T. Almaraz, City Secretary of the City of Manor, Texas, on behalf of the City.

(SEAL)

Notary Public – State of Texas

OWNER:

MANOR RV PARK, LLC,
a Texas limited liability company

By: Laureate Capital Management, LLC,
its Managing Member

By: _____
Jeremy Boynton, Managing Member

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

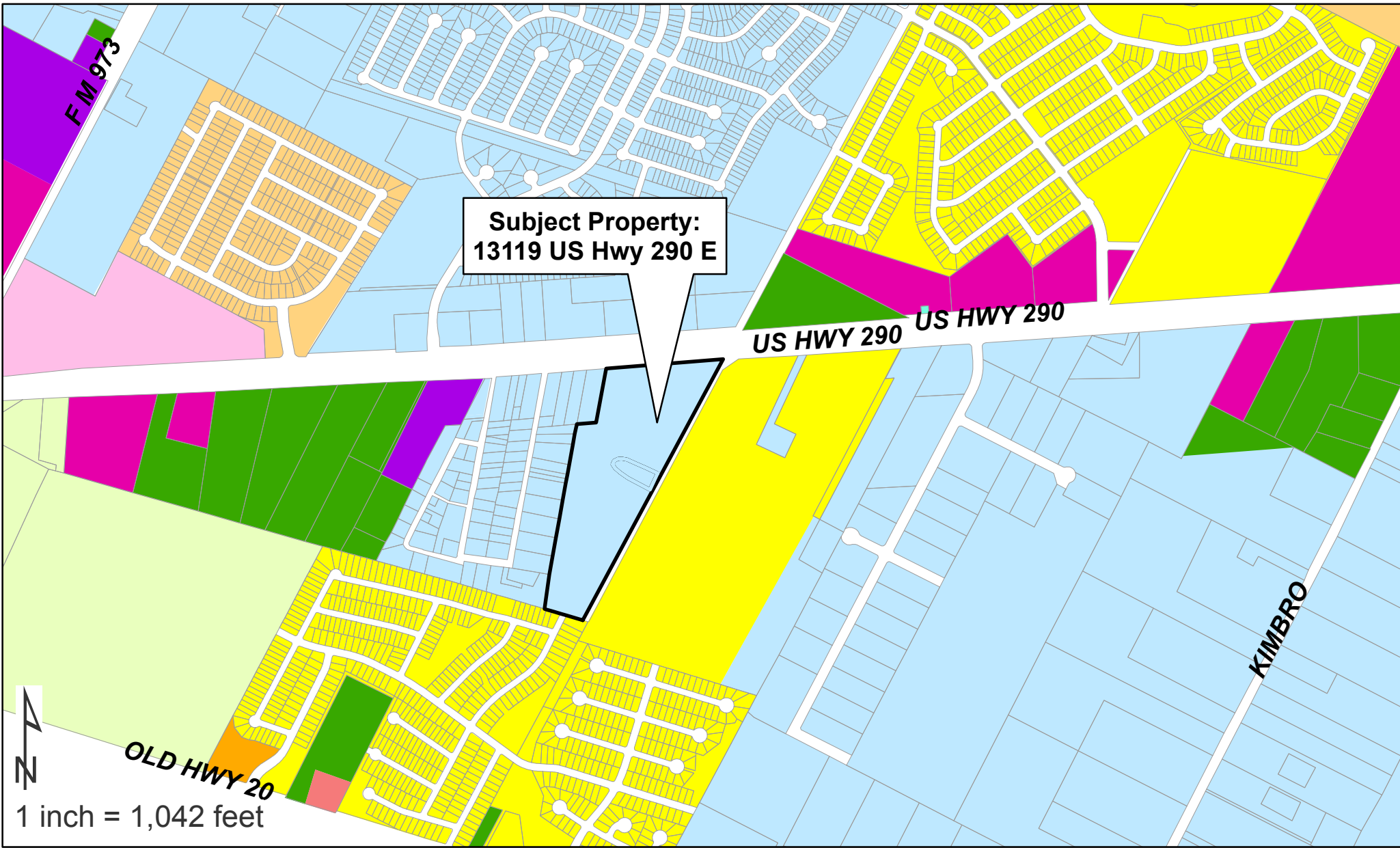
This instrument was acknowledged before me on this _____ day of _____, 2019, by Jeremy Boynton, Managing Member of Laureate Capital Management, LLC, the Managing Member of Manor RV Park, LLC, a Texas limited liability company, on behalf of said company.

(SEAL)

Notary Public – State of Texas

AFTER RECORDING RETURN TO:

City of Manor
Attn: City Secretary
105 East Eggleston Street
Manor, TX 78653



Proposed Annexation 30.86 Acres

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



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

First Reading: Consideration, discussion and possible action on an ordinance rezoning 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2). Applicant: Kimley-Horn & Associates
Owner: Gordon Weir

BACKGROUND/SUMMARY:

This item was postponed from October 16th. Staff's recommendation was to approve C-2 Medium Commercial but due to high levels of public interest and opposition staff is recommending C-1 Light Commercial. The Council can approve any less intense zoning district than the one requested; C-1 Light Commercial is a less intense than C-2 Medium Commercial. The Planning Commission voted 5-0 to DENY the C-2 zoning.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance
Letter of Intent
Notice Map
Notice Letter
Mailing Labels

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from Agricultural (A) to Light Commercial (C-1).

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 AGRICULTURAL (A) TO LIGHT COMMERCIAL (C-1); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

Section 2. Amendment of Ordinance. City of Manor Code of Ordinances Chapter 14 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 Agricultural (A) to zoning district Light Commercial (C-1). The Property is accordingly hereby rezoned to Light Commercial (C-1).

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

PASSED AND APPROVED FIRST READING on this the 6th day of November 2019.

PASSED AND APPROVED SECOND AND FINAL READING on this the 20th day of November 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse,
Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary

EXHIBIT “A”

Property Address:

13119 US Hwy 290 E, Manor, TX 78653

Property Legal Description:

Exhibit "A" – Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 30.8643 ACRES (1,344,450 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 31.02 ACRE TRACT CONVEYED TO ELSIE FRANCES WIER IN DOCUMENT #1999148737 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAVE AND EXCEPT A 1.5 CALLED ACRE TRACT CONVEYED TO GREYSTONE HOLDINGS, LLC, IN DOCUMENT #2005016761 (O.P.R.T.C.T.), SAID 30.8643 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod with "4Ward Boundary" cap set in the south right-of-way line of US Highway 290 (240' right-of-way), and being the northeast corner of said Greystone tract, and being the northwest corner of the remainder of said Wier tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 3/8-inch iron rod found bears, S11°00'39"W, a distance of 1.00 feet, and also from which, a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the northeast corner of a called 1.002 acre tract partially conveyed to Daniel Perez in Document #2012110051 (O.P.R.T.C.T.), and to Celia Enriquez-Felipe in Document #2015030029 (O.P.R.T.C.T.), and being the northwest corner of said Greystone tract, and being the northwest corner of said Wier tract bears, S85°56'14"W, a distance of 155.12 feet;

THENCE, with the south right-of-way line of said US 290 and the north line of said Wier tract, the following three (3) courses and distances:

- 1) **N85°56'14"E**, a distance of **778.45** feet to a disturbed TxDot Type 1 concrete monument found for the northeast corner hereof, and
- 2) **S03°55'51"E**, a distance of **158.46** feet to a leaning TxDot Type 1 concrete monument found for an angle point hereof, said point being in the called west line of an abandoned County Road (no dedication/vacation information found), and
- 3) **S61°43'23"E**, a distance of **30.06** feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the called centerline of said abandoned County Road, and being a corner in the east line of said Wier tract;

THENCE, with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°05'58"W**, a distance of **1,791.29** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the intersection of the west line of a called 94.339 acre tract conveyed to Ginsel Family Ltd., in Document #2006248015 (O.P.R.T.C.T.), said tract being described by metes and bounds in Document #2004055639 (O.P.R.T.C.T.), and in Volume 3120, Page 698 of the Deed Records of Travis County, Texas (D.R.T.C.T.), with the called centerline of said abandoned County Road and the east line of said Wier tract;

THENCE, with the west line of said Ginsel tract, in conflict with the called centerline of said abandoned County Road and the east line of said Wier tract, **S27°58'47"W**, a distance of **334.74** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southeast corner hereof, said point being at the intersection of the north line of Lot 22, Block I of Bell Farms, Phase Two-A, recorded in Document #200700061 (O.P.R.T.C.T.), with the west line of said Ginsel tract, from which a 1/2-inch iron rod with illegible cap found for the southwest corner of said Ginsel tract, and being the northwest corner of Lot 83, Block C of Final Plat of Carriage Hills Section Three, recorded in Document #201000127 (O.P.R.T.C.T.) bears, S27°58'47"W, a distance of 166.08 feet, and also from which, a calculated point for the northeast corner of said Lot 22, and being the southeast corner of said Wier tract bears, S73°23'16"E, a distance of 5.23 feet;

THENCE, with the common line of said Bell Farms, Phase Two-A, and said Wier tract, **N73°23'16"W**, passing at a distance of 173.07 feet, a 1/2-inch iron rod found at the northeast terminus of Carillon Way (60'

right-of-way), and being the northwest corner of said Lot 22, and continuing for a total distance of **374.66** feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being at the southeast corner of a called 3.20 acre tract conveyed to Faustino Canamero Cardero in Document #2018099283 (O.P.R.T.C.T.), and being in the north line of Lot 50, Block "D" of said Bell Farms, Phase Two-A, and being the southwest corner of said Wier tract;

THENCE, in part with the east line of said Cardero tract, in part with the east line of a called 1.0004 acre tract conveyed to Timothy W. Walker, Sr., in Document #2019011268 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Sammie Hutchinson in Volume 11789, Page 292 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Aguster Powell in Volume 5086, Page 1826 (D.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Jesse and Barbara Robertson in Volume 8731, Page 506 (R.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Pablo R. and Ana M. Mijares in Document #2014174956 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Anselma and San Juana Castro in Volume 13218, Page 4385 (R.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.25 acre tract conveyed to Lupe Hernandez in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Jose Guadalupe and Soni Hernandez in Document #2002181992 (O.P.R.T.C.T.), said tract described further in Document #2003291901 (O.P.R.T.C.T.), in part with the east line of a called 1.00 acre tract conveyed to Frank D. Muniz in Volume 12117, Page 263 (R.P.R.T.C.T.), said tract described in Volume 2958, Page 888 (D.R.T.C.T.) and in Volume 4998, Page 777 (D.R.T.C.T.), in part with the east line of a called 0.50 acre tract conveyed to Amy G. and Joseph Carlos Deleon in Document #2008194463 (O.P.R.T.C.T.), in part with the east line of a called 1.0 acre tract conveyed to Hilaria Reyes in Volume 11799, Page 26 (R.P.R.T.C.T.), and with the west line of said Wier tract, **N10°53'27"E**, a distance of **1,486.93** feet to a calculated point for an exterior ell-corner hereof, said point being at the common corner of said Greystone tract, said Perez tract and said Reyes tract, from which a 1/2-inch iron pipe found in the south right-of-way line of said US 290, and being the common north corner of said Greystone tract and said Perez tract, and being the northwest corner of said Wier tract bears, **N10°53'27"E**, a distance of 437.05 feet;

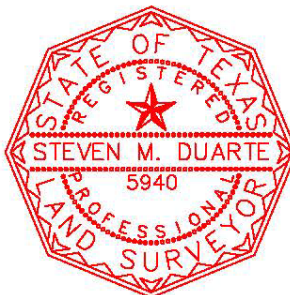
THENCE, over and across said Wier tract, with the south and east lines of the Greystone tract, the following two (2) courses and distances:

- 1) **N85°57'43"E**, a distance of **154.15** feet to a 1-inch iron pipe found for an interior ell-corner hereof, and
- 2) **N11°00'39"E**, passing at a distance of 436.36 feet, a 3/8-inch iron rod found, and continuing for a total distance of **437.36** feet to the **POINT OF BEGINNING**, and containing 30.8643 Acres (1,344,450 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000079893396. See attached sketch (reference drawing: 00835.dwg)


7/31/2019
Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC





August 2, 2019

City of Manor
105 E. Eggleston St.
Manor, TX 78653

RE: Letter of Intent for Zoning and Annexation Subject to a Development Agreement

To Whom It May Concern:

Please accept this Letter of Intent for the annexation and zoning of the tract described as 31.02 Acres out of the Greenbury Gates Survey 63, Patent No. 194, Volume 4, Abstract No. 315. The tract is locally known as 13119 East Highway 290, Manor, TX 78653. The subject tract is currently located within the City of Manor's ETJ and will be voluntarily annexed to connect to City of Manor wastewater services. The tract is being proposed to be used as an RV park (approx. 94% site usage) with 2 commercial lots (approx. 6% site usage) located along the US 290 frontage. As the tract is located within the ETJ, there is currently no zoning on the site. With the annexation of the property, we request M-2 zoning. This voluntary request for zoning and annexation is conditioned on the City Council approval of a mutually agreeable Development Agreement signed by all parties.

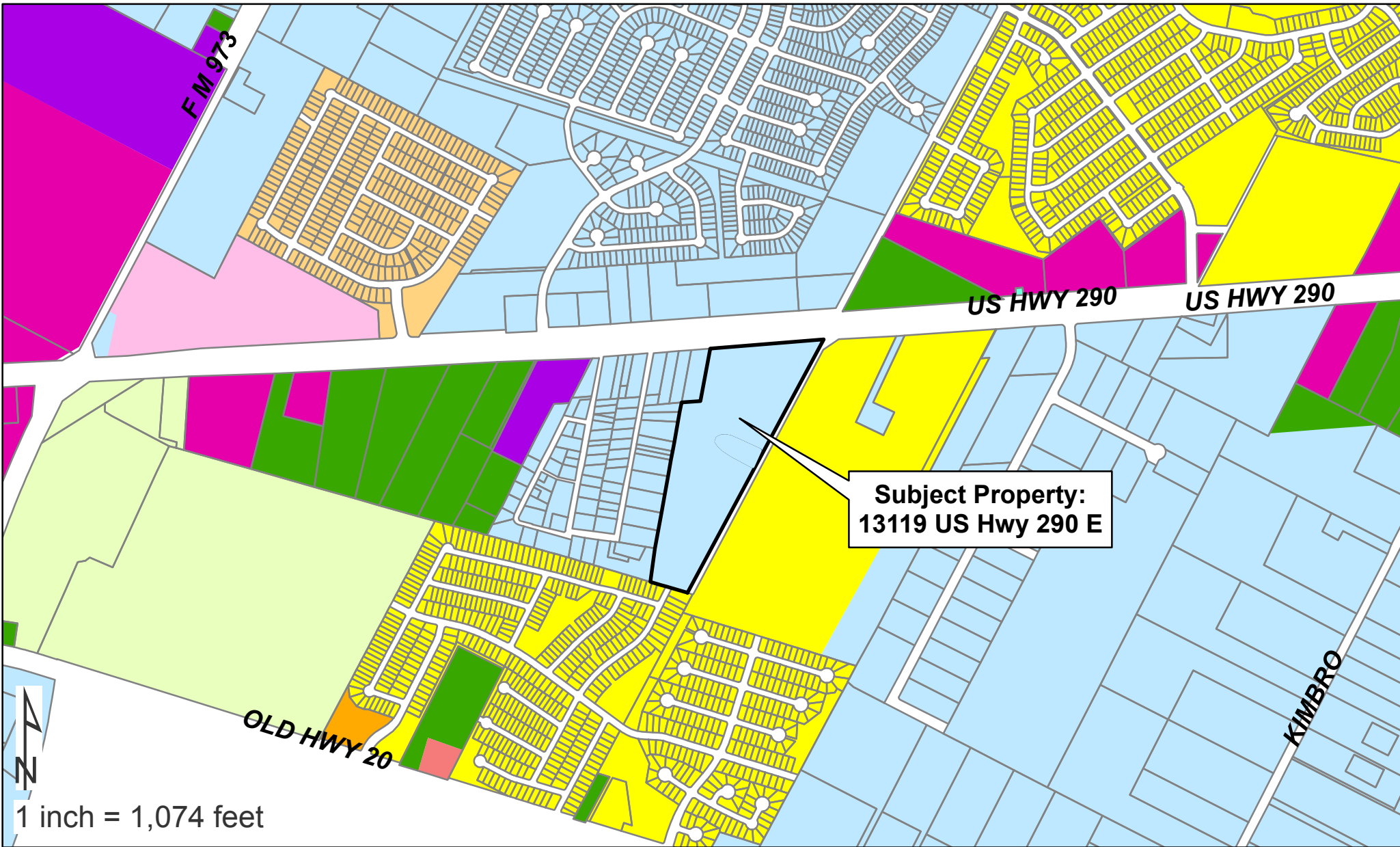
Please contact me at 512-646-2239 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "A. Evans".

Andrew S. Evans, P.E.
Project Manager



Proposed Zoning: **Medium Commercial (C-2)**

Current Zoning District:
ETJ (Annexation Pending)

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



September 23, 2019

RE: 13119 US Hwy 290 E Rezoning

Dear Property Owner:

The City of Manor Planning and Zoning Commission and City Council will be conducting public hearings to consider a rezoning request for 13119 US Hwy 290 East. You are being notified because you own property within 300 feet of the property for which this request is being made. The request will be posted on the agenda as follows:

Public Hearing: Consideration, discussion and possible action on a rezoning request for 30.86 acres of land more or less out of the Greenbury Gates Survey No. 63 Abstract No. 315, and being located at 13119 US Hwy 290 East, Manor, TX, from ETJ/Interim Agricultural to Medium Commercial (C-2).

The Planning and Zoning Commission will convene at 6:30PM on October 16, 2019 at 105 E. Eggleston St. in the City Council Chambers.

The City Council will convene at 7:00PM on October 16, 2019 at 105 E. Eggleston St. in the City Council Chambers.

If you have no interest in the case there is no need for you to attend. You may address any comments to me at the address or phone number listed below. Any communications I receive will be made available to Commission and Council members during the discussion of this item. For your convenience, my email address is sdunlop@cityofmanor.org

Sincerely,

Scott Dunlop
Assistant Development Director
512-272-5555 ext. 5

Gordon Wier
13119 US Hwy 290 E
Manor, TX 78653

Sammie Hutchinson
12801 Cedar St
Manor, TX 78653

Aguster Powell
709 Delmar Ave
Austin, TX 78752

Lucille Spears
106 Billingsley Hts
Cedar Creek, TX 78612

Pablo Mijares
17005 John Michael Dr
Manor, TX 78653

Anselma Castro
12901 Cedar St
Manor, TX 78653

Susie Spears
5337 Westminster Dr
Austin, TX 78723

Frank Muniz
PO Box 238
Manor, TX 78653

Hilaria Reyes
PO Box 169
Manor, TX 78653

Guadalupe Hernandez
12907 Cedar St
Manor, TX 78653

Fernando Olague
12921 US 290 E
Manor, TX 78653

Daniel Perez
12200 Johnson Rd
Manor, TX 78653

Balbino Serrato
12908 Cedar St
Manor, TX 78653

Alberto Fernandez
6311 Capriola Dr
Austin, TX 78745

Greystone Holdings, LLC
10016 37th Ave, Apt 1-B
Corona, NY 11368

Jaimes Cruz
12826 Cedar St
Manor, TX 78653

Dionne Upshur
13020 Wedding Dr
Manor, TX 78653

Steven Albarracin
13016 Wedding Dr
Manor, TX 78653

Timothy Walker Sr.
3006 Royster Ave
Del Valle, TX 78617

Juan Vazquez
13012 Wedding Dr
Manor, TX 78653

Jose Sifuentes
13008 Wedding Dr
Manor, TX 78653

Faustino Cardero
12932 Wedding Dr
Manor, TX 78653

Lorena Gomez
13004 Wedding Dr
Manor, TX 78653

Rene Arellano
13000 Wedding Dr
Manor, TX 78653

Christian Munn
12956 Wedding Dr
Manor, TX 78653

Linda Williams
12952 Wedding Dr
Manor, TX 78653

Luna Renato
12929 Snow Lane
Manor, TX 78653

Michelle Schreiber
12933 Snow Lane
Manor, TX 78653

Marietta Russell
13009 Wedding Dr
Manor, TX 78653

Sheryl Mcglory
13013 Wedding Dr
Manor, TX 78653

Geoffrey Beverly
13017 Wedding Dr
Manor, TX 78653

Alfredo Uriegas
12921 Carillon Way
Manor, TX 78653

Johnny Castro
12925 Carillon Way
Manor, TX 78653

Brandon Parry
12929 Carillon Way
Manor, TX 78653

Joe Aros
12933 Carillon Way
Manor, TX 78653

Justin Powell
12937 Carillon Way
Manor, TX 78653

Kelly Baker
PO Box 10933
Austin, TX 78766

David Gonzales-Valencia
13005 Carillon Way
Manor, TX 78653

Ginsel Family LTD
7111 Creighton Ln
Austin, TX 78723

IBC Partners LTD
9900 US 290 E
Manor, TX 78653

Amy Deleon
12915 Cedar St
Manor, TX 78653

Jorge Morales
13216 Pine Needle St
Manor, TX 78653

Cain Espinosa
13212 Pine Needle St
Manor, TX 78653

Moise Reed
13208 Pine Needle St
Manor, TX 78653

Rita Lopez
13204 Pine Needle St
Manor, TX 78653

Carriage Hills Homeowner Assoc.
PO Box 700128
Dallas, TX 75370

Rita Reyes
13201 Pine Needle St
Manor, TX 78653

Mamdou Diallo
13205 Pine Needle St
Manor, TX 78653



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance approving a Tax Increment Reinvestment Zone Number One, City of Manor Final Project and Finance Plan.

BACKGROUND/SUMMARY:

On December 5, 2018 the City adopted Ordinance No. 536 creating the Tax Increment Reinvestment Zone Number One, City of Manor Texas ("TIRZ No. 1") and approved the preliminary project and finance plan. The property covered by TIRZ No. 1 is approximately 599 acres being developed as a residential master planned community in accordance with the Development Agreement (Manor Heights). A final Project and Finance Plan for TIRZ No. 1 is ready for approval. The Tax Increment Reinvestment Zone Number One, City of Manor Texas, Final Project and Finance Plan has been reviewed by the TIRZ Board and is provided to the City Council for consideration.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 558

Exhibit A - Project and Finance Plan

TIRZ Letter - FORESTAR

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve Ordinance No. 558 approving a Tax Increment Reinvestment Zone Number One, City of Manor Final Project and Finance Plan.

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

CITY OF MANOR, TEXAS

ORDINANCE NO. 558

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, APPROVING A TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF MANOR FINAL PROJECT AND FINANCE PLAN; MAKING CERTAIN FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on December 5, 2018, the City of Manor, Texas (the “City”) City Council (the “City Council”), by the adoption of Ordinance No. 536, created Tax Increment Reinvestment Zone Number One, City of Manor (the “Zone”); and

WHEREAS, Section 311.011(d), Texas Tax Code, provides that the City Council must approve a project plan and reinvestment zone financing plan after its adoption by the board of the Zone (the “Board”); and

WHEREAS, on November 6, 2019, the Board approved the final *Tax Increment Reinvestment Zone Number One, City of Manor Texas Project and Finance Plan* (the “Project and Finance Plan”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 311.011(d), Texas Tax Code, the City Council finds that the Project and Finance Plan is feasible.

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

SECTION 1. RECITALS. That the recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2. PROJECT AND FINANCE PLAN APPROVAL. That the City Council does hereby approve the final Project and Finance Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes.

SECTION 3. SEVERABILITY. That if any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 4. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED AND APPROVED by the City Council of Manor, Texas, at a regular meeting on the 6th day of November 2019, at which a quorum was present, and for which due notice was given pursuant to Government Code, Chapter 551.

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Veronica Rivera, Assistant City Attorney

Exhibit A

**Final Project and Finance Plan for
Tax Increment Reinvestment Zone Number One, City of Manor
[attached]**



TAX INCREMENT REINVESTMENT ZONE NO. 1
CITY OF MANOR, TEXAS
PROJECT AND FINANCE PLAN
NOVEMEBER 6, 2019

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Manor, a Texas Home-Rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction (“ETJ”) of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the “City Council”) determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structure or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is “used for residential purposes” (defined by the Act as follows: “...property is used for residential purposes if it is occupied by a house having fewer than five living units ...”) or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Final Zone

The City Council created a tax increment reinvestment zone known as “*Tax Increment Reinvestment Zone Number One, City of Manor, Texas*” (the “Zone”) that includes approximately 599 acres of land (the “Property”) as described by metes and bounds in **Appendix A** and owned by Forestar (USA) Real Estate Group, Inc. a Delaware Corporation, its authorized and approved successors and assigns, Alma Juanita Champion Meier, William Clark Meier, and Carolyn Juanita Meier Fauber (collectively, the “Owner”). The Property is currently zoned PUD and R-2. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated by this Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City and Travis County a master planned development.

1.4 Preliminary Plan and Hearing

Before the City adopted the ordinance designating the Zone, the City Council prepared a preliminary reinvestment zone finance plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the Owner of the Property was given a reasonable opportunity to protest the inclusion of the Property in the Zone. The reinvestment zone preliminary finance plan described, in general terms, the public improvements that will be undertaken and financed by the Zone.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council adopted an ordinance in accordance with the Act creating the Zone (1) upon findings by the City Council that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the ordinance creating the Zone appointed a Board of Directors for the Zone (the “Board”).

1.6 Board Recommendations

After the creation of the Zone, the Board prepared and adopted, and recommended to the City Council this Tax Increment Reinvestment Zone Number One, City of Manor, Texas Final Project and Finance Plan (the “Final Plan”), and an agreement between Owner, Board, and the City (the “TIRZ Agreement”). Pursuant to the TIRZ Agreement when adopted, and that certain Development Agreement (as amended, the “Development Agreement”) dated November 7, 2018, the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the “Tax Increment”) into a Tax Increment Fund created by the City and segregated from all other funds of the City (the “TIRZ Fund”) to pay to Owner or its assigns the costs of public improvements and other projects benefitting the Zone.

1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of this Final Plan and the TIRZ Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located in Travis County and within the corporate limits of the City and is zoned PUD and R-2. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not

be provided solely through private investment in the foreseeable future. A map of the Property and the Zone is shown on **Appendix B**.

2.2 Proposed Uses

The Proposed use of the Property is a residential master planned community pursuant to the Development Agreement, attached as **Appendix I**.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

The Property is wholly located in the corporate limits of the City and is subject to the City’s zoning regulations. The City has exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure.

SECTION 4: RELOCATION OF DISPLACED PERSONS

4.1 No Relocation Necessary

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of this Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

5.1 List of Non-Project Costs

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Appendix C**. The total non-project costs are estimated to be approximately \$4,938,570.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include offsite water improvements, MAD 4 roadway/collector roadway, Phase 2 wastewater treatment plant and enhanced landscaping (the “Public Improvements”). All Public Improvements shall be designated and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are described in the Development Agreement. These locations may be revised, with the approval of the City Administrator or his/her designee, from time to time without amending this Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs of projects in the Zone include the costs of the Public Improvements and the costs of administering the Zone (the “Project Costs”), and are estimated to be \$25,668,191, as shown on **Appendix D**.

7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements (the “Public Improvements Costs”) within the Zone are \$25,546,704 as shown on **Appendix D**.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the city to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the costs of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be \$5,000 per year beginning 2020 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone creates a new increment of real property tax revenue and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2020 through 2022, as shown on **Appendix E**.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Final Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Appendix F**. This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will

generate approximately \$82,540,386 in total new City real property tax revenue. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$63,250,079 in net additional real property tax revenue. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, up to the Maximum Contribution which is \$19,168,820 (the “Maximum Contribution”), until the term expires or is otherwise terminated. All taxing revenues generated for other taxing entities by the development of Public Improvements within the Zone will be retained one hundred percent (100%) by the other taxing entities. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

9.1 No Estimated Bonded Indebtedness

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Current Appraised Value

The current total appraised value of taxable real property in the Zone is \$2,815,559, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property and is determined by the Travis Central Appraisal District in accordance with Section 311.012(c) of the Act.

10.2 Estimated Captured Appraised Value

The amount of the City’s tax increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as stated in **Section 10.1**. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be \$709,585,314, as shown on **Appendix F**. At the estimated time (year 2022) the Public Improvements are completed; the Captured Appraised Value will be \$82,252,333 as shown on **Appendix F**. The actual Captured Appraised Value, as certified by the Travis Central Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to this Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement attached as **Appendix I**, the Owner has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. This Final Plan, the Development Agreement, and the TIRZ Agreement, when adopted, shall obligate the City to pay from the TIRZ Fund to the Owner or its assigns all actual Project Costs paid by the Owner or its assigns up to the Maximum Contribution. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to reimburse the Owner or its assigns actual Project Costs paid. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan, the Development Agreement, and the TIRZ Agreement, when adopted. This Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to thirty and one half percent (30.5%) per \$100 of Captured Appraised Value in the Zone levied and collected that constitutes the contribution of the City's tax increment for that year. The City may amend this Final Plan in compliance with the Development Agreement and the TIRZ Agreement when adopted, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for twenty-five (25) years, until December 31, 2043, with the last payment being received by September 30, 2044 unless otherwise terminated in accordance with the TIRZ Creation Ordinance, the Development Agreement, and the TIRZ Agreement, when adopted.

12.2 Termination

The Zone will terminate the earlier of (i) twenty-five (25) years, until December 31, 2043, with the last payment being received by September 30, 2044, or (ii) the Maximum Contribution of \$19,168,820 has been paid to the Owner or its assigns, or (iii) the Owner has been paid an amount equal to the cost of the Public Improvement Costs, including 7.0% simple interest accrued on unreimbursed amounts for the costs of the Public Improvements. If upon expiration of the stated term of the Zone, the Maximum Contribution of TIRZ revenues, has not been paid to the Owner or its assigns, the City shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the Development Agreement and the TIRZ Agreement, when adopted. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

SECTION 13: TIRZ TRUE UP

13.1 True Up

Pursuant to Exhibit O of the TIRZ Agreement when adopted, and the Development Agreement, the following test must be applied each year (the “True Up”) to determine how much, if any, funds in the TIRZ Fund shall be paid to the Owner to fund Public Improvements.

The Owner will receive funds from the TIRZ on April 15th of each year until the earlier of (i) 25 years beginning on the second April 15th following the creation of the TIRZ, or (ii) the Maximum Contribution has been paid to the Owner, or (iii) the Owner has been paid an amount equal to the cost of the TIRZ improvements including 7.0% simple interest accrued on unreimbursed amounts for the costs of the TIRZ improvements.

The Development Agreement required the formation of the TIRZ due to the Owner pledging to build homes with an average sales price of \$287,000 for single family homes (the “Home Price Requirement”) and \$200,000 for condo/townhomes (the “Condo/Townhome Price Requirement”), which amounts will be updated annually based on a published local home price index acceptable to the City and Owner.

13.2 Single Family Homes

By April 1st of each year, the City shall cause the following to be performed:

1. Calculate the Home Price Requirement for the previous two (2) calendar years;
2. Calculate the average sales price of homes completed in the Project (the “Project Home Price”) two (2) calendar years prior (e.g. by April 1, 2018 the City would calculate the average sales price of homes completed in calendar year 2016). The Owner will cause homebuilders in the Project to supply the City with the sales price of every home sold within the Project;
3. Calculate the City TIRZ contribution percentage for all homes completed two (2) calendar years prior according to the methodology provided below. A different City TIRZ contribution percentage will be calculated each year, and the City TIRZ contribution for a given calendar year will be applied to all homes completed in the Project two (2) calendar years prior. Once the City TIRZ contribution percentage is determined for homes completed in a calendar year, the City TIRZ contribution percentage will not change for those homes.
 - a. if the Project Home Price equals or exceeds the Home Price Requirement, as updated annually, the City will contribute 30.5% of its incremental ad valorem taxes; and
 - b. if the Project Home Price is 10% or more below the Home Price Requirement, the City will contribute 0% of its incremental ad valorem taxes; and
 - c. if the Project Home Price is less than 10% below the Home Price Requirement the City will contribute an amount equal to the following formula:
$$30.5\% \times ((\text{Project Home Price} \div \text{Home Price Requirement} - 90\%) \div 10\%).$$

13.3 Condos/Townhomes

By April 1st of each year, the City shall cause the following to be performed:

1. Calculate the Condo/Townhome Price Requirement for the previous two (2) calendar years;
2. Calculate the average sales price of homes completed in the Project (the “Project Condo/Townhome Price”) two (2) calendar years prior (e.g. by April 1, 2018 the City would

calculate the average sales price of condos/townhomes completed in calendar year 2016). The Owner will cause homebuilders in the Project to supply the City with the sales price of every condos/townhomes sold within the Project;

3. Calculate the City TIRZ contribution percentage for all condos/townhomes completed two (2) calendar years prior according to the methodology provided below. A different City TIRZ contribution percentage will be calculated each year, and the City TIRZ contribution for a given calendar year will be applied to all condos/townhomes completed in the Project two (2) calendar years prior. Once the City TIRZ contribution percentage is determined for condos/townhomes completed in a calendar year, the City TIRZ contribution percentage will not change for those condos/townhomes.
 - a. if the Project Condo/Townhome Price equals or exceeds the Condo/Townhome Price Requirement, as updated annually, the City will contribute 30.5% of its incremental ad valorem taxes; and
 - b. if the Project Condo/Townhome Price is 10% or more below the Condo/Townhome Price Requirement, the City will contribute 0% of its incremental ad valorem taxes; and
 - d. if the Project Condo/Townhome Price is less than 10% below the Condo/Townhome Price Requirement the City will contribute an amount equal to the following formula:
$$30.5\% \times ((\text{Project Condo/Townhome Price} \div \text{Condo/Townhome Price Requirement} - 90\%) \div 10\%).$$

13.4 Non-Residential

By April 1st of each year, the City shall cause the following to be performed:

1. Calculate the City TIRZ contribution for non-residential property by averaging the City contribution percentage for all homes and condos/townhomes for which a City contribution percentage has been determined.

13.5 Estimated True Up Percentages

The estimated percentage of the TIRZ Fund to be paid to the Owner each year pursuant to the True Up is shown on **Appendix G**. The amounts estimated to be paid annually to the Owner are calculated on **Exhibit H**. The total amount paid to the Owner will be the total amount paid from the TIRZ Funds up to the Maximum Contribution, until the term expires.

LIST OF APPENDICIES

Appendix A	Legal Description
Appendix B	Map
Appendix C	List of Non-Project Costs
Appendix D	List of Project Costs
Appendix E	Estimated Timeline of Incurred Costs
Appendix F	Feasibility Study
Appendix G	True Up – Annual Percentage Calculation
Appendix H	True Up – Feasibility Study
Appendix I	Development Agreement

APPENDIX A – 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

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

APPENDIX B – MAP



APPENDIX C – LIST OF NON-PROJECT COSTS

	Non-Project Costs	
Water Line Project	\$	1,173,540
Wastewater Line Project		501,000
Offsite Wastewater Improvements		3,264,030
Total	\$	4,938,570

APPENDIX D – LIST OF PROJECT COSTS

		Project Costs ¹
Public Improvements		
Offsite Water Improvements		\$ 924,000
MAD 4 Roadway/Collector Roadway		8,164,764
Phase 2 Wastewater Treatment Plant		2,469,000
Enhanced Landscaping		13,988,940
Subtotal (Public Improvements Costs)	(1)	\$ 25,546,704
Administrative Costs		
		\$ 121,487
Subtotal (Administrative Costs)	(2)	\$ 121,487
Total (Project Costs)	(3)=(1)+(2)	\$ 25,668,191

¹ Includes contingency equal to 10.66% of hard costs, soft costs equal to 11.22% of hard costs, and 3.74% in permits and fees.

APPENDIX E – ESTIMATED TIMELINE OF INCURRED COSTS

Year	2019	2020	2021	2022	2023
Public Improvements Costs	\$ -	\$ 8,515,568	\$ 8,515,568	\$ 8,515,568	\$ -
Administrative Costs	\$ -	\$ 5,000	\$ 5,100	\$ 5,202	\$ 5,306
Total	\$ -	\$ 8,520,568	\$ 8,520,668	\$ 8,520,770	\$ 5,306

APPENDIX F – FEASIBILITY STUDY

Value Assumptions	
Gross Base Value:	2,815,559
Exempt Property Value:	-
Net Base Value:	2,815,559

						Tax Increment Allocation											
						City			TIRZ						Annual TIRZ Funds Available	Admin Costs	Annual Deposit to TIRZ Fund
Year No.	Year	Growth/Year	Added Development Value	Net Taxable Value	Incremental Value	City Tax Rate	Annual Incremental City Taxes	Cumulative Incremental City Taxes	% Retained	Annual	Cumulative	% Retained	Annual	Cumulative			
0	2018	2.0%	-	2,815,559	-	0.816100	-	-	69.5%	-	-	30.5%	-	-	-	-	-
1	2019	2.0%	-	2,871,870	56,311	0.816100	-	-	69.5%	-	-	30.5%	-	-	-	-	-
2	2020	2.0%	-	2,929,308	113,749	0.816100	460	460	69.5%	319	319	30.5%	140	140	140	5,000	-
3	2021	2.0%	40,500,000	43,487,894	40,672,335	0.816100	928	1,388	69.5%	645	965	30.5%	283	423	283	5,100	-
4	2022	2.0%	40,710,240	85,067,892	82,252,333	0.816100	331,927	333,315	69.5%	230,689	231,654	30.5%	101,238	101,661	101,238	5,202	86,359
5	2023	2.0%	38,962,980	125,732,229	122,916,670	0.816100	671,261	1,004,576	69.5%	466,527	698,180	30.5%	204,735	306,396	204,735	5,306	199,429
6	2024	2.0%	40,387,454	168,634,328	165,818,769	0.816100	1,003,123	2,007,699	69.5%	697,170	1,395,351	30.5%	305,952	612,348	305,952	5,412	300,540
7	2025	2.0%	45,809,611	217,816,626	215,001,067	0.816100	1,353,247	3,360,946	69.5%	940,507	2,335,857	30.5%	412,740	1,025,089	412,740	5,520	407,220
8	2026	2.0%	57,444,441	279,617,400	276,801,841	0.816100	1,754,624	5,115,570	69.5%	1,219,463	3,555,321	30.5%	535,160	1,560,249	535,160	5,631	529,529
9	2027	2.0%	53,390,459	338,600,207	335,784,648	0.816100	2,258,980	7,374,550	69.5%	1,569,991	5,125,312	30.5%	688,989	2,249,238	688,989	5,743	683,245
10	2028	2.0%	54,458,269	399,830,480	397,014,921	0.816100	2,740,339	10,114,888	69.5%	1,904,535	7,029,847	30.5%	835,803	3,085,041	835,803	5,858	829,945
11	2029	2.0%	55,547,434	463,374,523	460,558,964	0.816100	3,240,039	13,354,927	69.5%	2,251,827	9,281,674	30.5%	988,212	4,073,253	988,212	5,975	982,236
12	2030	2.0%	47,090,232	519,732,246	516,916,687	0.816100	3,758,622	17,113,549	69.5%	2,612,242	11,893,916	30.5%	1,146,380	5,219,632	1,146,380	6,095	1,140,285
13	2031	2.0%	31,596,335	561,723,226	558,907,667	0.816100	4,218,557	21,332,106	69.5%	2,931,897	14,825,813	30.5%	1,286,660	6,506,292	1,286,660	6,217	1,280,443
14	2032	2.0%	-	572,957,691	570,142,132	0.816100	4,561,245	25,893,351	69.5%	3,170,066	17,995,879	30.5%	1,391,180	7,897,472	1,391,180	6,341	1,384,839
15	2033	2.0%	-	584,416,845	581,601,286	0.816100	4,652,930	30,546,281	69.5%	3,233,786	21,229,665	30.5%	1,419,144	9,316,616	1,419,144	6,468	1,412,676
16	2034	2.0%	-	596,105,182	593,289,623	0.816100	4,746,448	35,292,729	69.5%	3,298,781	24,528,447	30.5%	1,447,667	10,764,282	1,447,667	6,597	1,441,069
17	2035	2.0%	-	608,027,285	605,211,726	0.816100	4,841,837	40,134,566	69.5%	3,365,076	27,893,523	30.5%	1,476,760	12,241,043	1,476,760	6,729	1,470,031
18	2036	2.0%	-	620,187,831	617,372,272	0.816100	4,939,133	45,073,699	69.5%	3,432,697	31,326,221	30.5%	1,506,436	13,747,478	1,506,436	6,864	1,499,572
19	2037	2.0%	-	632,591,588	629,776,029	0.816100	5,038,375	50,112,074	69.5%	3,501,671	34,827,891	30.5%	1,536,704	15,284,182	1,536,704	7,001	1,529,703
20	2038	2.0%	-	645,243,419	642,427,860	0.816100	5,139,602	55,251,676	69.5%	3,572,024	38,399,915	30.5%	1,567,579	16,851,761	1,567,579	7,141	1,560,437
21	2039	2.0%	-	658,148,288	655,332,729	0.816100	5,242,854	60,494,530	69.5%	3,643,783	42,043,698	30.5%	1,599,070	18,450,832	1,599,070	7,284	1,591,786
22	2040	2.0%	-	671,311,253	668,495,694	0.816100	5,348,170	65,842,700	84.3%	4,508,695	46,552,393	15.7%	839,475	19,290,307	839,475	-	839,475
23	2041	2.0%	-	684,737,479	681,921,920	0.816100	5,455,593	71,298,293	100.0%	5,455,593	52,007,987	0.0%	-	19,290,307	-	-	-
24	2042	2.0%	-	698,432,228	695,616,669	0.816100	5,565,165	76,863,458	100.0%	5,565,165	57,573,151	0.0%	-	19,290,307	-	-	-
25	2043	2.0%	-	712,400,873	709,585,314	0.816100	5,676,928	82,540,386	100.0%	5,676,928	63,250,079	0.0%	-	19,290,307	-	-	-
															19,290,307	121,487	19,168,820

APPENDIX G – TRUE UP – ANNUAL PERCENTAGE CALCULATION

TIRZ Year	Year	Number of Lots					Estimated Assessed Value Per Unit					True-Up Calculations ¹									
		50'	55'	60'	Condos (Medium Density)	Commercial	50'	55'	60'	Condos (Medium Density)	Commercial	Project Condo Price	Condo Price Requirement ²	% of Requirement	% of TIRZ Captured	Total % of TIRZ Captured	Project Home Price	Home Price Requirement ²	% of Requirement	% of TIRZ Captured	% of Annual TIRZ Paid to Developer
1	2019	-	-	-	-	-	270,000	287,000	297,000	204,000	200	-	200,000	0.00%	0.00%	0.00%	-	287,000	0.00%	0.00%	0.00%
2	2020	150	-	-	-	-	270,000	287,000	297,000	204,000	200	-	204,000	0.00%	0.00%	0.00%	270,000	292,740	92.23%	22.32%	22.32%
3	2021	126	12	-	12	-	275,400	292,740	302,940	208,080	204	208,080	208,080	100.00%	100.00%	100.00%	276,908	298,595	92.74%	27.37%	24.77%
4	2022	56	38	-	56	-	280,908	298,595	308,999	212,242	208	212,242	212,242	100.00%	100.00%	100.00%	288,058	304,567	94.58%	45.80%	30.15%
5	2023	113	-	-	37	-	286,526	304,567	315,179	216,486	212	216,486	216,486	100.00%	100.00%	100.00%	286,526	310,658	92.23%	22.32%	28.32%
6	2024	67	42	41	-	-	292,257	310,658	321,482	220,816	216	-	220,816	0.00%	0.00%	100.00%	305,397	316,871	96.38%	63.79%	37.22%
7	2025	145	-	-	5	59,296	298,102	316,871	327,912	225,232	221	225,232	225,232	100.00%	100.00%	100.00%	298,102	323,209	92.23%	22.32%	33.70%
8	2026	75	-	-	75	59,296	304,064	323,209	334,470	229,737	225	229,737	229,737	100.00%	100.00%	100.00%	304,064	329,673	92.23%	22.32%	32.19%
9	2027	75	-	-	75	59,296	310,145	329,673	341,160	234,332	230	234,332	234,332	100.00%	100.00%	100.00%	310,145	336,266	92.23%	22.32%	31.02%
10	2028	75	-	-	75	59,296	316,348	336,266	347,983	239,019	234	239,019	239,019	100.00%	100.00%	100.00%	316,348	342,992	92.23%	22.32%	30.07%
11	2029	56	38	21	35	-	322,675	342,992	354,942	243,799	239	243,799	243,799	100.00%	100.00%	100.00%	335,281	349,851	95.84%	58.35%	32.87%
12	2030	96	-	-	-	-	329,128	349,851	362,041	248,675	244	-	248,675	0.00%	0.00%	100.00%	329,128	356,848	92.23%	22.32%	32.08%
13	2031	-	-	-	-	-	335,711	356,848	369,282	253,648	249	-	253,648	0.00%	0.00%	100.00%	-	363,985	0.00%	0.00%	32.08%
14	2032	-	-	-	-	-	342,425	363,985	376,668	258,721	254	-	258,721	0.00%	0.00%	100.00%	-	371,265	0.00%	0.00%	32.08%
15	2033	-	-	-	-	-	349,274	371,265	384,201	263,896	259	-	263,896	0.00%	0.00%	100.00%	-	378,690	0.00%	0.00%	32.08%
16	2034	-	-	-	-	-	356,259	378,690	391,885	269,174	264	-	269,174	0.00%	0.00%	100.00%	-	386,264	0.00%	0.00%	32.08%
17	2035	-	-	-	-	-	363,384	386,264	399,723	274,557	269	-	274,557	0.00%	0.00%	100.00%	-	393,989	0.00%	0.00%	32.08%
18	2036	-	-	-	-	-	370,652	393,989	407,717	280,048	275	-	280,048	0.00%	0.00%	100.00%	-	401,869	0.00%	0.00%	32.08%
19	2037	-	-	-	-	-	378,065	401,869	415,872	285,649	280	-	285,649	0.00%	0.00%	100.00%	-	409,907	0.00%	0.00%	32.08%
20	2038	-	-	-	-	-	385,626	409,907	424,189	291,362	286	-	291,362	0.00%	0.00%	100.00%	-	418,105	0.00%	0.00%	32.08%
21	2039	-	-	-	-	-	393,339	418,105	432,673	297,189	291	-	297,189	0.00%	0.00%	100.00%	-	426,467	0.00%	0.00%	32.08%
22	2040	-	-	-	-	-	401,206	426,467	441,326	303,133	297	-	303,133	0.00%	0.00%	100.00%	-	434,996	0.00%	0.00%	32.08%
23	2041	-	-	-	-	-	409,230	434,996	450,153	309,196	303	-	309,196	0.00%	0.00%	100.00%	-	443,696	0.00%	0.00%	32.08%
24	2042	-	-	-	-	-	417,415	443,696	459,156	315,380	309	-	315,380	0.00%	0.00%	100.00%	-	452,570	0.00%	0.00%	32.08%
25	2043	-	-	-	-	-	425,763	452,570	468,339	321,687	315	-	321,687	0.00%	0.00%	100.00%	-	461,621	0.00%	0.00%	32.08%
Total		1,034	130	62	370	237,184															

¹ Per the terms contained in Exhibit O of the Development Agreement.

² Assumes 2% annual escalation of local home price index used to determine Condo Price Requirement and Home Price Requirement.

APPENDIX H – TRUE UP – FEASIBILITY STUDY (1 OF 2)

Value Assumptions	
Gross Base Value:	2,815,559
Exempt Property Value:	-
Net Base Value:	2,815,559

									Tax Increment Allocation					
									City			TIRZ		
Year No.	Year	Growth/Year	Added Development Value ¹	Net Taxable Value	Incremental Value	City Tax Rate	Annual Incremental City Taxes	Cumulative Incremental City Taxes	% Retained	Annual	Cumulative	% Retained	Annual	Cumulative
0	2018	2.0%	-	2,815,559	-	0.816100	-	-	69.5%	-	-	30.5%	-	-
1	2019	2.0%	-	2,871,870	56,311	0.816100	-	-	69.5%	-	-	30.5%	-	-
2	2020	2.0%	-	2,929,308	113,749	0.816100	460	460	69.5%	319	319	30.5%	140	140
3	2021	2.0%	38,400,000	41,387,894	38,572,335	0.816100	928	1,388	69.5%	645	965	30.5%	283	423
4	2022	2.0%	38,727,360	80,943,012	78,127,453	0.816100	314,789	316,177	69.5%	218,778	219,743	30.5%	96,011	96,434
5	2023	2.0%	37,554,278	120,116,150	117,300,591	0.816100	637,598	953,775	69.5%	443,131	662,874	30.5%	194,467	290,901
6	2024	2.0%	38,708,623	161,227,096	158,411,537	0.816100	957,290	1,911,065	69.5%	665,317	1,328,190	30.5%	291,973	582,875
7	2025	2.0%	43,890,459	208,342,097	205,526,538	0.816100	1,292,797	3,203,862	69.5%	898,494	2,226,684	30.5%	394,303	977,178
8	2026	2.0%	55,203,157	267,712,096	264,896,537	0.816100	1,677,302	4,881,164	69.5%	1,165,725	3,392,409	30.5%	511,577	1,488,755
9	2027	2.0%	52,207,989	325,274,327	322,458,768	0.816100	2,161,821	7,042,984	69.5%	1,502,465	4,894,874	30.5%	659,355	2,148,110
10	2028	2.0%	53,252,149	385,031,962	382,216,403	0.816100	2,631,586	9,674,570	69.5%	1,828,952	6,723,826	30.5%	802,634	2,950,744
11	2029	2.0%	54,317,192	447,049,793	444,234,234	0.816100	3,119,268	12,793,838	69.5%	2,167,891	8,891,718	30.5%	951,377	3,902,121
12	2030	2.0%	45,346,592	501,337,381	498,521,822	0.816100	3,625,396	16,419,234	69.5%	2,519,650	11,411,368	30.5%	1,105,746	5,007,866
13	2031	2.0%	29,958,007	541,322,136	538,506,577	0.816100	4,068,437	20,487,670	69.5%	2,827,563	14,238,931	30.5%	1,240,873	6,248,739
14	2032	2.0%	-	552,148,578	549,333,019	0.816100	4,394,752	24,882,423	69.5%	3,054,353	17,293,284	30.5%	1,340,399	7,589,139
15	2033	2.0%	-	563,191,550	560,375,991	0.816100	4,483,107	29,365,529	69.5%	3,115,759	20,409,043	30.5%	1,367,348	8,956,486
16	2034	2.0%	-	574,455,381	571,639,822	0.816100	4,573,228	33,938,758	69.5%	3,178,394	23,587,437	30.5%	1,394,835	10,351,321
17	2035	2.0%	-	585,944,489	583,128,930	0.816100	4,665,153	38,603,910	69.5%	3,242,281	26,829,718	30.5%	1,422,872	11,774,193
18	2036	2.0%	-	597,663,378	594,847,819	0.816100	4,758,915	43,362,826	69.5%	3,307,446	30,137,164	30.5%	1,451,469	13,225,662
19	2037	2.0%	-	609,616,646	606,801,087	0.816100	4,854,553	48,217,379	69.5%	3,373,914	33,511,078	30.5%	1,480,639	14,706,301
20	2038	2.0%	-	621,808,979	618,993,420	0.816100	4,952,104	53,169,482	69.5%	3,441,712	36,952,790	30.5%	1,510,392	16,216,692
21	2039	2.0%	-	634,245,158	631,429,599	0.816100	5,051,605	58,221,088	69.5%	3,510,866	40,463,656	30.5%	1,540,740	17,757,432
22	2040	2.0%	-	646,930,062	644,114,503	0.816100	5,153,097	63,374,185	69.5%	3,581,402	44,045,058	30.5%	1,571,695	19,329,126
23	2041	2.0%	-	659,868,663	657,053,104	0.816100	5,256,618	68,630,803	69.5%	3,653,350	47,698,408	30.5%	1,603,269	20,932,395
24	2042	2.0%	-	673,066,036	670,250,477	0.816100	5,362,210	73,993,013	69.5%	3,726,736	51,425,144	30.5%	1,635,474	22,567,869
25	2043	2.0%	-	686,527,357	683,711,798	0.816100	5,469,914	79,462,928	69.5%	3,801,590	55,226,735	30.5%	1,668,324	24,236,193

¹ Only includes development in years where the Home Price Requirement is met as described in Exhibit O of the Development Agreement.

APPENDIX H – TRUE UP – FEASIBILITY STUDY (2 OF 2)

Year No.	Year	Annual TIRZ Funds Available	% Annual TIRZ Amount to Developer	Developer Annual TIRZ Funds Available	Public Improvements Costs	Administrative Costs	TIRZ Interest	Public Improvements Costs & Interest Reimbursed to Owner	Unreimbursed Public Improvement Costs & Interest
0	2018	-	0.00%	-	-	-	-	-	-
1	2019	-	0.00%	-	-	-	-	-	-
2	2020	140	22.32%	31	8,515,568	5,000	-	-	-
3	2021	283	24.77%	70	8,515,568	5,100	595,376	-	-
4	2022	96,011	30.15%	28,949	8,515,568	5,202	1,189,075	23,747	27,307,407
5	2023	194,467	28.32%	55,067	-	5,306	1,780,938	49,761	29,038,585
6	2024	291,973	37.22%	108,671	-	5,412	1,772,953	103,259	30,708,279
7	2025	394,303	33.70%	132,882	-	5,520	1,763,265	127,362	32,344,182
8	2026	511,577	32.19%	164,689	-	5,631	1,751,342	159,058	33,936,466
9	2027	659,355	31.02%	204,511	-	5,743	1,736,624	198,768	35,474,323
10	2028	802,634	30.07%	241,392	-	5,858	1,719,317	235,533	36,958,106
11	2029	951,377	32.87%	312,689	-	5,975	1,697,010	306,714	38,348,402
12	2030	1,105,746	32.08%	354,752	-	6,095	1,671,751	348,657	39,671,496
13	2031	1,240,873	32.08%	398,104	-	6,217	1,643,449	391,887	40,923,057
14	2032	1,340,399	32.08%	430,035	-	6,341	1,612,902	423,694	42,112,266
15	2033	1,367,348	32.08%	438,681	-	6,468	1,581,742	432,213	43,261,795
16	2034	1,394,835	32.08%	447,499	-	6,597	1,549,955	440,902	44,370,848
17	2035	1,422,872	32.08%	456,494	-	6,729	1,517,529	449,765	45,438,613
18	2036	1,451,469	32.08%	465,669	-	6,864	1,484,452	458,805	46,464,260
19	2037	1,480,639	32.08%	475,027	-	7,001	1,450,710	468,026	47,446,944
20	2038	1,510,392	32.08%	484,573	-	7,141	1,416,290	477,432	48,385,802
21	2039	1,540,740	32.08%	494,309	-	7,284	1,381,179	487,025	49,279,955
22	2040	1,571,695	32.08%	504,240	-	7,430	1,345,362	496,811	50,128,506
23	2041	1,603,269	32.08%	514,370	-	7,578	1,308,825	506,792	50,930,539
24	2042	1,635,474	32.08%	524,703	-	7,730	1,271,555	516,973	51,685,122
25	2043	1,668,324	32.08%	535,242	-	7,884	1,233,536	527,357	52,391,301
Total		24,236,193		7,772,650	25,546,704	152,109	34,475,136	7,630,539	

APPENDIX I – DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT (Manor Heights)

This Development Agreement (the “**Agreement**”) is made, entered into, and effective, as of the 14th day of November, 2018 (the “**Effective Date**”) by and between the City of Manor, a Texas home-rule municipal corporation (the “**City**”) and Sky Village Kimbro Estates, LLC, a Texas limited liability company, its authorized and approved successors and assigns, and RHOF, LLC, a Texas limited liability company, its authorized and approved successors and assigns (collectively, the “**Developer**”). The City and the Developer are sometimes referred to herein as the “**Parties**.” The Parties hereby contract, covenant and agree as follows.

Recitals

Developer owns (or is under contract to purchase) approximately 599 acres of land, more or less, located in Travis County, Texas, described in the attached **Exhibit “A”** (the “**Property**”). The Property is located within the City’s full purpose jurisdiction.

Developer intends to develop the Property as a master planned community with up to 1,659 dwelling units, as provided in this Agreement, and as generally shown on the Master Development Plans attached hereto as **Exhibit “B”** and **Exhibit “B-1”** (the “**Project**”).

Developer’s predecessor-in-interest, First State Bank Central Texas (“**FSB**”) and the City entered into that certain Amended and Restated Development Agreement for the Sky Village Subdivision dated May 15, 2009, as amended by that certain First Amendment to the Amended and Restated Development Agreement for the Sky Village Subdivision (n/k/a Manor Heights) dated as of January 3, 2018 by and between Developer (as successor-in-interest to FSBRE) and the City (as amended, the “**Sky Village Agreement**”).

The First Amendment to the Sky Village Agreement was entered into by the Parties to allow, among other things, Developer to commence construction of the portion of the Project commonly referred to as “**Sky Village South**”.

Now, the Developer and the City desire to enter into this Agreement to, among other things, supersede and replace the Sky Village Agreement and cover the entirety of the Project in one agreement.

Contemporaneously herewith, the City has approved the creation of a public improvement district (“**PID**”) on the Property (the “**District**”) in order to finance certain infrastructure as well as amenities and other improvements to support the Project in a financially feasible manner in accordance with Texas Local Government Code Chapter 372 and any applicable state law. It is intended that special assessments will be levied on the Property and PID Bonds (herein so called) will be sold upfront to finance the certain infrastructure more particularly described in this Agreement.

The City intends to create the Manor Heights Tax Increment Reinvestment Zone (“**TIRZ**”) that will make the Project financially feasible and allow the Developer to construct certain infrastructure which will serve the Property as well as other citizens of the City.

The Developer (and/or proceeds from the PID Bonds) will initially fund the costs to design and construct various onsite and offsite water and wastewater improvements (including the Plant) and other improvements within the Project including certain internal water and wastewater infrastructure, a MAD 4 Roadway and Offsite Wastewater Improvements. Subject to the terms of this Agreement, the City will reimburse the Developer for the costs of the foregoing improvements from proceeds of the Tax Increment Fund, the Wastewater Impact Fee Rebates, the Water Impact Fee Rebates and PID Bonds.

The Developer may, in the future, acquire additional land contiguous to the boundary of the Property in an amount not to exceed 100 acres (the “**Additional Land**”). Developer ultimately desires to have the Additional Land zoned PUD and add the Additional Land to the terms and conditions of this Agreement.

The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement, which is promulgated under the City Charter of the City (“**City Charter**”), and state law.

This Agreement is entered into pursuant to the provisions of the City Charter and applicable Texas law.

Article I.

Incorporation of Recitals and Definitions

1.01. Recitals Incorporated. The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02. Definitions.

“**Act**” means Chapter 311, Texas Tax Code, as amended from time to time.

“**Additional Land**” shall have the meaning set forth in the Recitals.

“**Applicable Rules**” shall have the meaning set forth in Section 4.01.

“**Association**” means a community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

“Association Regulations” shall have the meaning set forth in Section 14.01.

“Authorized Improvements” means public improvements that are funded by the PID. Authorized Improvements are currently intended to include the Plant and all or a portion of the remaining Offsite Wastewater Improvements.

“CIF Water Account” shall have the meaning set forth in Section 9.03.

“CIF Wastewater Account” shall have the meaning set forth in Section 9.03.

“City Engineer” means the person or firm designated by the City Council as engineer for the City of Manor, Texas, which is currently Jay Engineering Company, Inc.

“City Manager” means the City Manager of Manor, Texas.

“City Development Rules” shall have the meaning set forth in Section 4.01.

“City Rules” shall have the meaning set forth in Section 4.01.

“Code Modifications” shall have the meaning set forth in Section 4.01.

“Collector Roadways” means the proposed collectors depicted on **Exhibit “M”** attached hereto.

“Common Areas” shall have the meaning set forth in Section 14.01.

“Cure Period” shall have the meaning set forth in Section 18.01.

“Designated Successors and Assigns” shall have the meaning set forth in Section 17.01.

“Director of Development Services” means the City’s Director of Development Services.

“Downstream Wastewater Improvements” shall mean the wastewater improvements more particularly depicted on **Exhibit “D”** attached hereto.

“Drainage” shall have the meaning set forth in Section 14.01.

“Estimated WW Costs” shall have the meaning set forth in Section 10.01(a).

“force majeure” shall have the meaning set forth in Section 19.01.

“Impact Fees” shall have the meaning set forth in Section 9.01.

“Impact Fee Rebate Request” means the request form(s) attached hereto as **Exhibit “C”** which the Developer will submit to the City in order to obtain Water Impact Fee Rebates and/or Wastewater Impact Fee Rebates.

“Indenture” means the Trust Indenture (whether one or more) to be entered into by the City and the bond trustee when PID Bonds are issued.

“Initial Permit” shall have the meaning set forth in Section 10.01(c).

“Internal Public Improvements” means internal water and wastewater lines, streets and drainage facilities required to serve the Project.

“MAD 4 Roadway” shall have the meaning set forth in Section 6.05.

“Manor Heights Lift Station” shall have the meaning set forth in Section 10.01(b).

“Manor Heights South” means the portion of the property more particularly described and/or depicted on **Exhibit “A-1”** attached hereto.

“Manor Heights South Infrastructure” means the infrastructure more particularly described on **Exhibit “I”** attached hereto.

“Master Development Plan” shall collectively mean the plans shown on **Exhibit “B-1” and Exhibit “B-2”** attached hereto.

“Offsite Wastewater Improvements” means a 0.375 million gallons per day (mgd) wastewater treatment plant), an offsite 12-inch wastewater gravity main, lift station and force main as more particularly described on **Exhibit “G”** attached hereto.

“Offsite Water Improvements” means 16” water transmission line located along Highway 290 as shown on **Exhibit “J-1”**.

“Open Space” shall have the meaning set forth in Section 14.01.

“Parkland Improvements” shall have the meaning set forth in Section 4.06.

“Parkland Improvement Maintenance Period” shall have the meaning set forth in Section 4.06.

“Parkland and Open Space” shall have the meaning set forth in Section 4.06.

“Permit” shall have the meaning set forth in Section 10.01(c).

“PG lift Station” shall have the meaning set forth in Section 10.01(b).

“Phase” means a distinct development phase in the build out of the Project.

“PID Bonds” shall have the meaning set forth in Article XIII.

“Plans” shall have the meaning set forth in Section 7.01.

“Plant” shall have the meaning set forth in Section 10.01(a).

“Project Approvals” shall have the meaning set forth in Section 4.01.

“Project Costs” shall have the meaning set forth in Section 8.04.

“Project Engineer” shall have the meaning set forth in Section 6.01.

“Project Facilities” means collectively the Offsite Wastewater Improvements, the Offsite Water Improvements, the Water Line Project, the Wastewater Line Project, the MAD 4 Roadway and the Collector Roadways. Project Facilities may be individually referred to as a **“Project Facility”**.

“PUD” means a zoning district which permits development of land under unified control (planned and developed as a whole in a single development operation or a programmed phasing of developments).

“Term” shall have the meaning set forth in Section 2.05.

“TIA” shall mean that certain Traffic Impact Analysis dated January 22, 2018, prepared by Kimley-Horn and Associates.

“Vested Rights” shall have the meaning set forth in Section 4.04.

“Water Impact Fee” shall have the meaning set forth in Section 9.01.

“Water Impact Fee Rebates” shall have the meaning set forth in Section 9.02(a).

“Water Line” shall have the meaning set forth in Section 6.03.

“Water Line Project” shall have the meaning set forth in Section 6.03.

“Wastewater Impact Fee” shall have the meaning set forth in Section 9.01.

“Wastewater Impact Fee Rebates” shall have the meaning set forth in Section 9.02(b).

“Wastewater Line” shall have the meaning set forth in Section 6.04.

“Wastewater Line Project” shall have the meaning set forth in Section 6.04.

Article II. Purposes, Consideration, Term and Termination

2.01. Property and Master Development Plan. The Property is proposed for development as a master planned development with up to 1,659 dwelling units, including parkland, open space and other public and private amenities (the **“Project”**). Developer will subdivide and develop the Property and construct the Project Facilities, at the Developer’s initial expense in accordance with this Agreement (subject to PID funding and the reimbursements and rebates as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, and the Applicable Rules, as defined in Section 4.01 of this Agreement.

2.02. General Benefits. Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Developer has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement; and (iv) the reimbursements and rebates set forth herein. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of construction of the MAD 4 Roadway, by virtue of expanding its wastewater system capacity via the Plant, and by virtue of extension of its water and wastewater systems, by Developer as herein provided. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.03. Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Developer will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

2.04. Term of Agreement. The term of this Agreement shall be thirty (30) years from the Effective Date (as may be extended, the “Term”). By written agreement, the Parties may extend the Term.

Article III. Sequence of Events

3.01. Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement by the City, and the Developer, which includes the City’s approval of the Master Development Plan;
- (b) City and Developer’s agreement on the terms of the PUD zoning ordinance and beginning of public hearings and process to adopt the PUD zoning ordinance;
- (c) Second and final reading of the PUD zoning ordinance of the Property;
- (d) Submittal review of preliminary plats for the various Phases of the Property (excluding Manor Heights South which has already been approved); and

(e) City and Developer's negotiation and execution of various agreements to effectuate the terms of the PID and TIRZ.

Article IV. Development of the Property

4.01. Applicable Rules.

(a) The Property shall be developed in compliance with the Applicable Rules, this Agreement and pursuant to the Master Development Plan, as it may be amended from time to time, and good engineering practices. The Property may be developed with the densities and the uses shown on the Master Development Plan. The Property may be developed in phases according to the phasing plan approved by the City.

(b) The City Development Rules that apply to the Property are the City ordinances, rules, and regulations governing subdivision, land use, site development, and building and utility construction; provided that the City Development Rules shall be modified as set forth in the Code Modifications attached hereto as **Exhibit "E"**, and incorporated herein for all purposes. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals shall prevail. If there is a conflict between this Agreement (including the Code Modifications) and the City Rules, this Agreement (including the Code Modifications) shall prevail.

(c) For the purpose of establishing development standards for the Property, the following definitions, shall apply:

(1) **"Applicable Rules"** means the City Rules, the City Charter, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date.

(2) **"City Rules"** means the City's ordinances, rules and regulations (including the City Development Rules), as modified by the Code Modifications.

(3) **"City Development Rules"** means the ordinances and regulations defined in Section 4.01(b) in effect on the Effective Date, as modified by the Code Modifications, with amendments to such regulations applicable to the Property as provided herein.

(4) **"Code Modifications"** means the modifications to the City Rules set forth in **Exhibit "E"**.

(5) **"Project Approvals"** means all variances, waivers, and exceptions to the City Development Rules and the City Rules approved by the City, and all properly-granted approvals required under the City Rules for the Project, including the Master Development Plan, PUD, plat approval, site development plans, and building permits.

4.02. Intentionally Deleted.

4.03 Zoning. An application for zoning of the Property (together with a tract of land commonly known as the “**Champions Tract**”) to “PUD” has previously been submitted to the City. It is the intent of the Developer to have the City zone the Property (save and except Manor Heights South) as PUD. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any re-zoning that is subsequently approved for the Property shall allow the Property to be developed in accordance with terms and conditions of this Agreement.

4.04 Vesting. Any claim of vested rights under this Agreement shall be limited to the period of time beginning on the Effective Date and no vested rights exist with respect to any claim, event plans or matters that occurred prior to the Effective Date. Any vested rights of the Developer under this Agreement shall apply and begin only on the Effective Date will terminate if this Agreement is terminated by reason of Developer’s default beyond any applicable notice and cure periods (the “**Vested Rights**”).

4.05 Developer’s Rights to Continue Development. In consideration of Developer’s agreements, the City agrees that it will not, during the Term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting subdivision plats, site development permits or other necessary approvals, within the Project except for moratoria imposed pursuant to Texas Local Government Code Subchapter E, Section 212.131 et. seq. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.06 Parkland.

Approximately 7.82 acres of open space shall be dedicated as parkland on the final plat for Manor Heights South. Developer shall convey the approximately 7.82 acres by deed to the City upon City’s approval of the final plat for Manor Heights South. Notwithstanding anything to the contrary contained in this Agreement, the open space conveyed and parkland development shall be in accordance with the City’s Code of Ordinances as approved April 5, 2017. In addition to the approximately 7.82 acres described above, the Developer further agrees to dedicate parkland totaling approximately 33.7 acres and approximately 183.7 acres of open space (which open space acreage includes flood plain) for a total of 217.4 acres (together with the initial 7.82 acres, the “**Parkland and Open Space**”) in substantial compliance with the location of the Parkland and Open Space as shown on the Master Development Plan and to design, construct and install the park improvements listed and referenced in **Exhibit “F”**, as more particularly referenced and described hereinafter (the “**Park Improvements**”). Developer shall convey the approximately 35.1 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. The Developer may sell, gift, or lease (collectively, “**transfer**”) the parks and trails and other Park Improvements listed on **Exhibit “F”** to an Association. All Parkland and Open Space conveyed to the City and all trails and landscaping described on **Exhibit “F”** will be maintained by the Association commencing upon the conveyance of the applicable Parkland and Open Space or acceptance of the first Park Improvement by the City (as applicable) and continuing for a period of 10 years after the

conveyance of the applicable Parkland and Open Space or final Park Improvement has been accepted by the City(as applicable) (“**Park Improvement Maintenance Period**”). 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. The Park Improvements, including but not limited to detention facilities and hardscaping and other improvements listed and described on **Exhibit “F”** will be constructed within the Project concurrently with development of each Phase (and as further set forth on **Exhibit “F”** attached hereto) in which the applicable Park Improvements are located; provided, Developer shall provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 110% of the then-projected cost of any such unconstructed Park Improvements prior to any final plat filing for a particular Phase. Developer shall have the right to draw down on the security posted as construction of the Parkland Improvements progresses. All Park Improvements described on **Exhibit “F”** and all Parkland and Open Space conveyed to the City will be maintained by the Association for the Park Improvement Maintenance Period and the Developer and/or the Association and the City will enter into a license agreement substantially in the form attached hereto as **Exhibit “N”** concurrently with the conveyance of the Parkland and Open Space or Park Improvements, as applicable.

4.07 Additional Land. In the future, Developer may acquire the Additional Land. Developer ultimately desires to have the Additional Land zoned PUD. All or a portion of the Additional Land may be added to the Project boundaries and the Property that is subject to this Agreement and all subsequent amendments hereto. Developer shall provide City with an updated Master Development Plan depicting the land area added. City agrees that the Additional Land shall become part of the Project which shall be subject to the terms of this Agreement. This Agreement may be administratively amended to include the Additional Land. All development within the Additional Land shall comply with the Applicable Rules, as modified by (a) Project Approvals, (b) Code Modifications, and (c) the other terms and conditions of this Agreement. However, in the event of a conflict between an exhibit and the language of the Agreement, the language of the Agreement shall control.

4.08 Manor Heights South Infrastructure. Manor Heights South will be the first portion of the Project for which a final plat will be issued. As a condition of final plat approval, Developer shall substantially complete all of the Manor Heights South Infrastructure and obtain acceptance of such infrastructure by City; provided, however, that in lieu of acceptance of the Manor Heights South Infrastructure, Developer may provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to City; or (2) a payment and performance bond for the benefit of City (or any combination thereof), in an amount not less than 110% of the then-projected cost of any such unconstructed Manor Heights Infrastructure. Developer shall have the right to draw down on the security posted as construction of the Manor Heights South Infrastructure progresses.

Article V. PID and TIRZ True Up

5.01 PID True Up.

(a) The following definitions shall be used in this Article V:

“Maximum Assessment” means, for each lot classification identified in the Service and Assessment Plan (SAP), an assessment equal to the lesser of: (i) the amount calculated pursuant to the SAP, and (ii) an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose assessments are securing a series of PID bonds, at the time such PID bonds are issued.

“Maximum Equivalent Tax Rate” means, for each lot classification identified in the SAP, \$0.33 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Developer, or any other information that may help determine buildout value.

(b) Mandatory Reduction in Assessments if Maximum Assessment Exceeded.

1. Maximum Assessment exceeded at plat

If the subdivision of any assessed property by a recorded subdivision plat causes the assessment per lot to exceed the Maximum Assessment, then prior to the City approving the plat the Developer must partially prepay the assessment for each property that exceeds the Maximum Assessment in an amount sufficient to reduce the assessment to the Maximum Assessment.

2. Maximum Assessment exceeded at PID Bond issuance

At the time PID Bonds are issued, if the assessment per Lot for any lot classification identified in the SAP exceeds the Maximum Assessment, then prior to the issuance of PID Bonds the assessment on the parcel shall be reduced until the assessment equals the Maximum Assessment.

5.02 TIRZ True Up. The true up provisions applicable to the TIRZ are further detailed in Exhibit “O” attached hereto and made a part hereof.

5.03 Incorporation of Terms and Conditions. The provisions of Section 5.01 will be incorporated into the PID Financing Agreement and the provisions of Section 5.02 will be incorporated into the Project and Financing Plan for the TIRZ. If any of the terms contained in this Article V conflict with the terms and conditions ultimately contained in the PID Financing Agreement and/or the Project and Financing Plan (as applicable), the terms and conditions of the PID Financing Agreement and/or the Project and Financing Plan (as applicable) shall control. Furthermore, if any of the terms contained in this Article V conflict with the terms and conditions contained in the PID Financing Agreement and/or the Project and Financing Plan (as applicable), this shall not necessitate an amendment to this Agreement.

Article VI.
Project Engineer/Project Facilities

6.01. Project Engineer. The Developer has selected Kimley Horn as the project engineer for the Project Facilities (“the **Project Engineer**”). The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the development of the Property; provided that the City’s engineer will design the Offsite Wastewater Improvements and Offsite Water Improvements (hereinafter defined). The Project Engineer will work and coordinate with the City Engineer to obtain the review and approval by Developer, the City Engineer and the Director of Development Services of such design, plans and specifications and supporting documentation. The Developer may, from time to time and at any time, replace the Project Engineer in the Developer’s sole and absolute discretion. In the event Developer elects to replace the Project Engineer, the Developer will provide written notice to the City of the replacement engineer.

6.02. Project Facilities. The Project Facilities collectively consist of the Offsite Wastewater Improvements, the Offsite Water Improvements, the Water Line Project, the Wastewater Line Project, MAD 4 Roadway and the Collector Roadways.

6.03. Water Line Project. The Water Line Project consists of an extension of a water transmission main (16 inches in diameter) along Bois D Arc Road, and a water transmission main (12 inches in diameter) along Old Kimbro Road (collectively, the “**Water Line**”) along the route generally shown on **Exhibit “J”** and all appurtenant facilities and equipment reasonably required to operate the Water Line (the “**Water Line Project**”). The construction of the Water Line Project will comply with the Applicable Rules, plans and specifications approved by the City, this Agreement, and good engineering practices.

6.04. Wastewater Line Project. The Wastewater Line Project consists of an extension of a wastewater transmission/collector line (12 inches in diameter) (the “**Wastewater Line**”), along the route generally shown on **Exhibit “K”** and all the appurtenant facilities and equipment reasonably required to operate the Wastewater Line (the “**Wastewater Line Project**”). The construction of the Wastewater Line Project will comply with the Applicable Rules, plans and specifications approved by the City, this Agreement, and good engineering practices.

6.05. MAD4 Roadway.

(a) Developer shall construct or cause to be constructed the major arterial roadway commencing at the current termination of Old Kimbro Road and terminating at the northern Property line (the “**MAD4 Roadway**”), along the route generally shown on **Exhibit “H”** attached hereto and in accordance with the cross-sections and design specifications as approved by the City and attached as **Exhibit “H”**. The MAD4 Roadway will be constructed in phases. As more particularly described and depicted on **Exhibit “H”** attached hereto, Developer will construct:

- (1) one half (1/2) of the portion of the MAD4 Roadway located within Phase 2 of the Project concurrently with development of Phase 2.
- (2) one half (1/2) of the portion of the MAD4 Roadway located within Phase 3 concurrently with development of Phase 3.
- (3) the remaining one half (1/2) of the MAD4 Roadway located within Phase 2 and Phase 3 of the Project when trip generations from the Project exceed the capacity of the constructed portions of the MAD4 Roadway.

(b) Within six (6) months after the Developer's request, the City will grant or acquire, at no cost to the Developer, all offsite easements or rights-of-way that are required for the installation and operation of the MAD4 Roadway, using its powers of eminent domain if necessary, at City's sole expense.

Article VII

Plan Review/Approval; Bidding of Project Facilities

7.01. Plan Review and Approval. The City and the Developer shall cooperate in good faith and in a diligent manner to provide the Project Engineer with all information required to prepare a complete set of plans and specifications for each of the Project Facilities (the "**Plans**"). The City and Developer shall work together in good faith to prepare and finalize the Plans and to maximize value and ensure the construction costs for all of the Project Facilities are commercially reasonable. Upon receipt of draft Plans from the Developer or Project Engineer, the Developer shall submit such Plans to the City. The Developer shall also provide to the City a cost estimate of the cost to construct the Project Facilities based on the Plans provided ("**Cost Estimate**") and an estimated construction schedule based on such Plans. The City and Developer agree to work diligently with one another to finalize the Plans and keep the costs commercially reasonable. After Developer receives any comments to the Plans, the Developer shall revise the Plans accordingly to address such comments and value engineering. The foregoing process shall repeat until the Plans are approved by Developer and the City. The City agrees not to unreasonably withhold its approval of the Plans. Upon approval of the Plans, the City and Developer shall sign, date and exchange an index of drawings identifying such approved Plans. Once the Plans are approved by the City and Developer, the Plans shall not be modified or amended without the prior written consent of both the City and Developer, which both Parties agree to give reasonably; provided that such changes do not result in a material increase in cost. Following approval of the Plans, Developer shall, at Developer's cost and expense and in compliance with all applicable codes, laws, regulations and ordinances cause the construction of the Project Facilities in accordance with the Plans. The City shall cooperate with Developer in connection with obtaining the necessary permits for the Project Facilities.

7.02. Project Facilities Costs Expenses and Reimbursement. All costs and expenses for designing, bidding, constructing and installing the Project Facilities shall initially be paid by Developer. Developer shall be eligible for reimbursement of the Project Costs (as defined in Section 8.04 below) of the Project Facilities constructed by the Developer via the mechanisms and budget outlined on **Exhibit "L"** attached hereto and more particularly described in this Agreement. The total TIRZ contribution by the City is more particularly set forth on **Exhibit "O"** attached hereto.

7.03. Bidding of Project Facilities. The Project Facilities shall be competitively bid with a minimum of three (3) bids being requested, which shall be documented by the Developer. Copies of the bids will be provided by the Developer to the City upon request.

**Article VIII.
Construction of Project Facilities**

8.01. Construction of the Project Facilities. Developer shall design, construct, install and obtain City acceptance of the Project Facilities in accordance with the terms and conditions of this Agreement.

8.02. Payment, Performance and Maintenance Bonds. The City shall require the Developer to provide performance and payment bonds (in a form reasonably acceptable to the City) at the time of final plat approval to assure that public improvements are constructed as proposed. Developer shall provide a two (2) year maintenance bond upon acceptance by the City.

8.03. City Acceptance. Within thirty (30) days after the City's final inspection and correction of punch list items of the applicable Project Facility (or applicable segment thereof), the Developer shall convey to the City (if requested by the City and by an instrument acceptable to the City), and the City will accept the applicable Project Facility as follows:

(a) The Developer shall provide the City Engineer with a set of as-built drawings, for permanent record.

(b) The Developer or Developer's Contractor shall provide the City Manager or designee with a two year maintenance bond for the Project Facilities (as applicable).

Upon the completion of construction of the applicable Project Facilities by the Developer, and final acceptance thereof by the City, the applicable Project Facilities will be owned, operated, and maintained by the City; and no other conveyance documents will be required to effectuate this transfer (other than easements that are not conveyed by plat).

8.04. Project Costs. The cost of the Project Facilities (the "Project Costs") will include all costs and expenses paid or incurred by the Developer in connection with the design and construction of the Project Facilities including, but not limited to, costs and expenses for:

- (a) feasibility, design, engineering, environmental, consulting, survey, and legal;
- (b) soils and materials testing;
- (c) obtaining governmental and regulatory approvals;
- (d) construction management, construction, and inspections; and

(e) amounts reimbursed by the Developer to the City for third party costs paid or incurred by the City in connection with the design and construction of the Project Facilities (including, but not limited to, inspection, engineering, and legal fees).

Project Costs shall be reviewed by the City Engineer for reasonableness and necessity, and written comments, if any, shall be provided to the Developer within 30 days after the Project Costs, including documentation, are delivered to the City Engineer. If any Project Costs are rejected by the City Engineer as unreasonable or unnecessary, a detailed written justification for the rejection shall be provided to the Developer.

8.05. City's Option to Complete Project Facilities.

(a) In the event that the Developer fails to complete and obtain City acceptance of the Project Facilities after any applicable notice and cure periods, the City will have the right but not the obligation to complete the Project Facilities and to draw on any fiscal security guaranteeing the completion of the Project Facilities.

(b) In the event the City elects to complete the Project Facilities, the Developer agrees that all of Developer's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing such Project Facilities by the Developer or its engineers or contractors before such default shall become the property of the City and, in such event, the Developer will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for the Project Facilities and any other engineering services of the Project Engineer, Developer hereby assigns all its rights, title, and interest in the professional services agreements between Developer and the Project Engineer necessary for completion of the Project Facilities. The Developer agrees that the City will have the right to use such plans and specifications to complete the Project Facilities.

Article IX.

Collection and Payment of Impact Fees

9.01. Payment of Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water and wastewater service by the City and shall be required to pay (in accordance with the City's community impact fee ordinance) the City's water impact fee (the "**Water Impact Fee**") and the City's wastewater impact fee (the "**Wastewater Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code. The Water Impact Fee and the Wastewater Impact Fee are referred to collectively as the "**Impact Fees**". The Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

9.02. Impact Fee Rebates.

(a) Subject to the terms, conditions and limitations of this Agreement, Developer shall receive a rebate of fifty percent (50%) of the Water Impact Fees paid to the City for connections to the City water utility system within the Property (the "**Water Impact Fee Rebates**"). The

Water Impact Fee Rebates will terminate on the earlier to occur of: (i) twelve (12) years from the date on which the first Water Impact Fee is paid for a connection to the City water utility system within the Property; (ii) Developer receiving Water Impact Fee Rebates equal to the actual costs for the Water Line Project; or (iii) the expiration of this Agreement. The City may at any time, in its sole discretion, pay the Developer the balance of the actual costs for the Water Line Project from any source of funds available to the City in one or more lump sum payments.

(b) Subject to the terms, conditions and limitations of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within the Property (the “**Wastewater Impact Fee Rebates**”). The Wastewater Impact Fee Rebates will terminate on the earlier to occur of: (i) twelve (12) years from the date on which the first Wastewater Impact Fee is paid for a connection to the City wastewater utility system within the Property; (ii) Developer receiving Wastewater Impact Fee Rebates equal to the actual costs for the Wastewater Line Project and any costs of the Offsite Wastewater Improvements not paid for by the TIRZ; or (iii) the expiration of this Agreement. The City may at any time, in its sole discretion, pay the Developer the balance of the actual costs for the Wastewater Project from any source of funds available to the City in one or more lump sum payments.

9.03. City Accounts. Commencing immediately upon execution of this Agreement and continuing until the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates have been fully paid to the Developer in accordance with this Agreement, the City will maintain a separate account for the Water Impact Fees (the “**CIF Water Account**”) and a separate account for the Wastewater Impact Fees (the “**CIF Wastewater Account**”). The City will deposit into the CIF Water Account fifty percent (50%) of the Water Impact Fees paid to and received by the City for water connections listed in Section 9.01 above. The City will deposit into the CIF Wastewater Account one hundred percent (100%) of the Wastewater Impact Fees paid to and received by the City for wastewater connections listed in Section 9.01 above. The CIF Water Account and the CIF Wastewater Account will be held by the City and the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates paid out to Developer as provided in Sections 9.02 and 9.03 of this Agreement.

9.04. Payment of Rebates.

(a) **Water Impact Fee Rebates.** Subject to Section 9.01 above, payments of Water Impact Fee Rebates to Developer shall commence upon the City’s approval of a completed Impact Fee Rebate Request submitted by the Developer. Developer shall not submit an Impact Fee Rebate Request more frequently than once per quarter. Once payments commence, Water Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Developer must submit a completed Impact Fee Rebate Request to the City on or before the 30th day of each March, June, September and December preceding the applicable payment date and Water Impact Fee Rebates will be paid by the City to Developer on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Water Impact Fees. The payments will be in an amount equal to fifty percent (50%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable.

(b) **Wastewater Impact Fee Rebates.** Subject to Section 9.01 above, payments of Water Impact Fee Rebates to Developer shall commence upon the City’s approval of a completed

Impact Fee Rebate Request submitted by the Developer. Developer shall not submit an Impact Fee Rebate Request more frequently than once per quarter. Once payments commence, Wastewater Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Developer must submit a completed Impact Fee Rebate Request to the City on or before the 30th day of each March, June, September and December preceding the applicable payment date and Wastewater Impact Fee Rebates will be paid by the City to Developer on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable.

Article X.

Offsite Water and Wastewater Improvements

10.01. Offsite Wastewater Improvements.

(a) The Developer shall fund, finance, and pay for the cost of designing and constructing a 375,000 gpd wastewater treatment plant (the “**Plant**”) located on the portion of the Property depicted on **Exhibit “G”** attached hereto, as provided in this Article, subject to reimbursement for such costs as provided herein.

Currently the City has no available wastewater treatment facilities in the Cottonwood basin. Manor Heights South will initially be provided wastewater service by pump and haul. Developer agrees to post fiscal surety for the construction of the wastewater improvements described below and that fiscal security will be released by the City once the Offsite Wastewater Improvements have been constructed and accepted by City: a lift station described on **Exhibit “I”** attached hereto (“**Manor Heights Lift Station**”). The Manor Heights Lift Station would pump wastewater flow through a six (6) inch force main and route to an existing gravity system and lift station (the “**PG Lift Station**”) located in the Presidential Glen subdivision, as described on **Exhibit “I”**. The Parties agree that the gravity system requires downstream improvements to accept the additional flows from Manor Heights South as shown on **Exhibit “D”**.

(b) The City has a TCEQ Wastewater Discharge Permit (the “**Initial Permit**”) for a 250,000 gpd wastewater treatment plant. The City shall be responsible, at its sole cost and expense, for applying for and obtaining an amendment to the Initial Permit to allow for the 375,000 gpd wastewater treatment plant (the “**Permit**”). The City shall submit an administratively complete application to TCEQ for the Permit on or before March 1, 2019 and thereafter use diligent, best efforts to obtain the Permit on or before September 1, 2019.

(c) The City Engineer has also prepared an estimate of the costs of constructing the Offsite Wastewater Improvements (“**Estimated WW Costs**”) which are currently estimated to be \$9,943,000.

(d) Prior to the Effective Date, Developer has contributed \$50,000.00 towards the design of the Plant. These Costs shall be reimbursed to Developer through the PID.

(e) The plans and specifications for the Offsite Wastewater Improvements have been agreed to by the Parties are generally described on **Exhibit "G"** attached hereto and made a part hereof.

10.02. Cost of the Offsite Wastewater Improvements.

The Developer shall initially be responsible for the costs to design and construct the Offsite Wastewater Improvements. The Developer shall be reimbursed for the costs to design, permit and construct the Offsite Wastewater Improvements through the PID. Payment forms and procedures will be contained in the PID Financing Agreement (herein so called).

10.03. Construction Phase.

(a) As more particularly described in Article XIII below and on **Exhibit "L"** attached hereto, it is anticipated that PID Bonds will be issued to fund a portion of the costs of the Offsite Wastewater Improvements. If prior to commencement of construction of the Offsite Wastewater Improvements, there are PID Bond proceeds within the applicable account of the Indenture sufficient to pay for completion of that particular Offsite Wastewater Improvement, it is intended that the Developer not be required to post fiscal security for the applicable Offsite Wastewater Improvement. If at any time there are not sufficient funds in the Project Fund to complete the portion of the Offsite Wastewater Improvements being funded by the PID, the Developer will provide to or for the benefit of City, as security for the performance of such obligation (1) a letter of credit from a reputable financial institution in a form reasonably acceptable to the City; or (2) a payment and performance bond for the benefit of the City (or any combination thereof), in an amount not less than 110% of the then-projected cost of any such unconstructed segment of the portion of the Offsite Wastewater Improvements being funded by the PID. Developer shall have the right to draw down on the security posted as construction of the Offsite Wastewater Improvements progresses.

(b) The Parties agree that it is their intention that the Offsite Wastewater Improvements be designed and constructed as set forth in this Agreement and pursuant to a construction schedule to be mutually determined by the Parties.

10.04. Project Management/Future Expansion Offsite Wastewater Improvements. The Project Engineer will serve as project manager for the construction of the Offsite Wastewater Improvements. The City, at its option and expense, shall be responsible for the construction of any oversizing to the Offsite Wastewater Improvements and associated permits, including the Permit for the Plant (as set forth in Section 10.01(c) above).

10.05. Cost of the Offsite Water Improvements.

The Developer shall initially be responsible for the costs to design and construct the Offsite Water Improvements. The Developer shall be reimbursed for the costs to design, permit and construct the Offsite Water Improvements through the TIRZ. Payment forms and procedures will be contained in the TIRZ Agreement (herein so called).

10.06 Project Management/Future Expansion Offsite Water Improvements. The Project Engineer will serve as project manager for the construction of the Offsite Water Improvements. The City, at its option and expense, shall be responsible for the construction of any oversizing to the Offsite Water Improvements and associated permits, if any.

Article XI Utility Commitments

Furthermore, upon final acceptance of the Offsite Wastewater Improvements, the Offsite Water Improvements, the Water Project and the Wastewater Project (as applicable) by the City the City will provide utility service to all customers within each phase of the Property subject to the conditions stated in this Agreement and the City's policies and ordinances, as amended, relating to each customer obtaining and maintaining retail wastewater and water service from the City.

The Parties agree that upon acceptance by the City of:

- (a) Manor Heights South Infrastructure;
- (b) the Offsite Water Improvements and the Water Line Project, the City will provide water utility service to customers within the Project in the amount of 1,794 LUEs; and
- (c) the Wastewater Project and the Offsite Wastewater Improvements, the City will provide wastewater utility service to customers within the Project in the amount of 1,794 LUEs.

Article XII. Pump and Haul

12.01. Conditions to Pump and Haul Services. In the event that the Developer desires to receive wastewater service for any portion of the Property other than Manor Heights South prior to completion of the Offsite Wastewater Improvements, the Developer may request, and the City shall provide pump and haul wastewater service to the Property at the Developer's expense provided that the following conditions are met:

- (a) Developer and City reach a written agreement regarding the terms and rates of service, and that the agreed upon rates cover the City's cost of providing pump and haul service;
- (b) Developer has installed the infrastructure necessary for the City to provide pump and haul service; and
- (c) The City may require the Developer to post fiscal in a form reasonably agreeable to the City to guarantee payment for the pump and haul service during the period of time such service is provided at Developer's expense.

12.02. Period of Pump and Haul Service. Pump and haul services described in Section 12.01 shall be provided by the City at the Developer's expense for a period of no longer than the greater of (a) 24 months after the Effective Date; or (b) six months after the issuance of the first certificate of

occupancy for the Property (save and except any certificates of occupancy within Manor Heights South) until such time as the Plant is complete and operational. After said date, if the Plant is not complete and operational, the City will provide pump and haul service to the Property (save and except Manor Heights South) at the City's expense until such time as the Plant is complete and operational.

Article XIII

Public Improvement District

The City intends to issue special revenue bonds ("**PID Bonds**") with a 3:1 value to lien in an amount that will not exceed \$30,000,000 secured by special assessments levied on the Property in the District to help finance certain public improvements in the District, primarily a portion of the Offsite Wastewater Improvements. Such public improvements and bond financing will be more particularly described in the Service and Assessment Plan (herein so called) and the PID Financing Agreement (herein so called) for the PID. The City and the Developer will enter into the PID Finance Agreement and agree upon the terms of the Service and Assessment Plan as soon as practicable after the Effective Date and prior to PID Bonds being issued.

If the City does not approve the PID Financing Agreement and Service and Assessment Plan, and/or issue PID Bonds with a 3:1 value to lien that will not exceed \$30,000,000 within twelve (12) months of the Effective Date (provided Developer has requested the issuance of PID Bonds) or within a reasonable time after Developer's request therefore, then Developer and City hereby agree that (i) the City shall be solely responsible for all obligations and expenses related to providing wastewater service to the Property (provided Developer has constructed the wastewater line depicted on **Exhibit "K"**), and (ii) City shall immediately release any fiscal Developer has deposited for the Downstream Wastewater Improvements.

If the City does not approve the formation of the TIRZ or the corresponding Project and Financing Plan for the TIRZ within twelve (12) months of the Effective Date, then Developer and City hereby agree that (a) Developer shall only be responsible for (i) construction of Collector Roadways in accordance with the City's Subdivision Ordinance, subject to the TIA, (ii) construction of the Offsite Water Improvements (**Exhibit "J-1"**) in accordance with City's Subdivision Ordinance and (iii) construction of landscaping in accordance with City's Subdivision Ordinance and (b) the City shall be solely responsible for all obligations and expenses related to providing wastewater service to the Property (provided Developer has constructed the wastewater line depicted on **Exhibit "K"**).

If the City does not complete construction of the Plant on or before May 7, 2020 then Developer and City hereby agree that (i) the City shall be solely responsible for all obligations and expenses related to providing wastewater service to the Property (provided Developer has constructed the wastewater line depicted on **Exhibit "K"**) and (ii) the City shall immediately release any fiscal Developer has deposited for the Downstream Wastewater Improvements.

The City and the Developer shall cooperate in good faith and in a diligent manner to cause the creation of the TIRZ and also the completion of all the applicable documentation related to the PID and TIRZ.

If any of the terms contained in this Article XIII conflict with the terms and conditions ultimately contained in the PID Financing Agreement, the terms and conditions of the PID Financing Agreement shall control. Furthermore, if any of the terms contained in this Article XIII conflict with the terms and conditions contained in the PID Financing Agreement, this shall not necessitate an amendment to this Agreement.

Article XIV. Property Owners Association

14.01. Property Owners Association. Developer will create one or more “Associations, 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 Project, that are and will be sufficient to maintain (a) the drainage easements and improvements within the Property (the “**Drainage**”); (b) all of the greenbelts, open space and flood plain (“**Open Space**”); (c) any part or portion of the Property that is dedicated to the Association (the “**Common Area**”); and (d) all of the trails and landscaping identified in **Exhibit “F”** until the **Park Improvement Maintenance Period** provided in Section 4.06 above expires. 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 of the Drainage, Open Space and the Common Area, and to provide funds required for the management and operation of the Association.

Article XV. Additional Agreements and Performance

Developer hereby agrees:

- (a) to develop the Property and construct all infrastructure required for built-on-the-lot single-family homes and commercial businesses in compliance with the Applicable Rules;
- (b) the City’s fees and charges currently provided for in the Applicable Rules may be amended by the City from time to time, and Developer, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees;

(c) the Developer shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement; and

(d) this Agreement does not waive the requirements of any Applicable Rules, except as specifically provided herein.

Article XVI. Eminent Domain

The Project Facilities are necessary and required improvements for the City's water, wastewater and roadway systems. The City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the Project Facilities that is located outside the boundaries of the Property. It is acknowledged there is and exists a public necessity for the Project Facilities. Furthermore, if the City requires that an east/west connector road be constructed within the Property (or any other road currently contemplated on the City's Thoroughfare Plan), then the City will provide use of all necessary City lands, rights-of-way and easements (as appropriate) and will provide further required easements or lands in fee simple as may be necessary for construction of that part or portion of the applicable roadway.

Article XVII. Assignment of Commitments and Obligations

17.01. Developer Assignment of Agreement.

(a) The rights and obligations of the City under this Agreement may not be assigned or transferred unless the assets constituting a particular improvement or project are sold by the City, at its sole discretion, in whole or in part, to another political subdivision of the State of Texas or a utility company holding a certificate of public convenience and necessity issued by the TCEQ or its successor agency and then the assignment shall be applicable only to that particular improvement or project.

(b) Subject to subparagraphs (c) and (d) below, the Developer may assign this Agreement with respect to all or part of the Property from time to time to any party, so long as the assignee has demonstrated to the City, whose approval shall not be unreasonably withheld, conditioned, delayed or denied, that the assignee has the financial and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Developer shall provide the City thirty (30) day's prior written notice of any such assignment. Upon such assignment or partial assignment, the Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part so assigned, except for obligations that expressly survive hereunder.

(c) For purposes herein “**Designated Successors and Assigns**” shall mean an entity to which the Developer expressly assigns (in writing) all or a portion of its rights and obligations contained in this Agreement pursuant to this Section 17.01. Upon any assignment to its Designated Successors and Assigns, the Developer may request the City to approve the release of the Developer from the rights and obligations assigned to any Designated Successor and Assigns, such approval shall not be unreasonably withheld, conditioned or delayed. Upon such approval by the City, the Developer shall no longer be liable for the assigned rights and obligations and the City shall look solely to such developer’s Designated Successors and Assigns for performance timing. Any sale of a portion of the Project or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(d) In the case of nonperformance by one owner, the City may pursue all remedies against that nonperforming owner, but will not impede development activities of any performing owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing owner’s development, which performing owner may also pursue remedies against the nonperforming owner.

(e) Unless expressly stated in the assignment documentation, no assignment of any rights and/or obligations of the Developer under this Agreement shall be deemed an assignment of (i) the Developer’s rights to receive proceeds from the sale of PID bonds on the Project or (ii) the Developer’s right to receive the reimbursements set forth in this Agreement.

17.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns.

17.03. Not Binding on End Users. This Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Article XVIII.

Default/Remedies; Reservation of Rights; Attorney’s Fees; Waiver

18.01. Default/Remedies.

(a) Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fifteen (15) days (for a monetary default) and sixty (60) days (for a non-monetary default) after receipt by such Party of notice of default from the other Party (“**Cure Period**”). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90)

calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement. Notwithstanding any provision contained herein to the contrary, nothing herein shall prevent the City from (1) calling a letter of credit or other fiscal surety if such letter of credit or fiscal surety will expire and the infrastructure that is guaranteed thereunder has not been constructed within the timeframes required by the City Rules, (2) applying PID and/or TIRZ proceeds then on deposit to any infrastructure construction cost remaining unpaid or take such other action or any combination thereof it may reasonably find in the public interest.

(b) If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, suspension of Developer's receipt of Impact Fee Rebates until such default is cured, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, termination and injunctive relief.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

(d) The City shall have the right to terminate this Agreement and reimbursement rights of the Developer if the Developer is in default under this Agreement beyond any applicable notice and cure period. The City may elect, but is not obligated, to draw on fiscal surety posted by Developer if the Developer is in default under this Agreement beyond any applicable notice and cure period. Nothing herein shall limit the City's rights to continue collecting assessments and/or taxes associated with the PID or TIRZ.

18.02. Reservation of Rights; Limited Immunity Waiver.

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

18.03. Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Article XIX. Force Majeure

19.01. Definition. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.

19.02. Notice of Default. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the Party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

19.03. Settlements and Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

Article XX Notices

20.01. Method of Notice. Any notice to be given hereunder by a Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor
Attn: Tom Bolt, City Manager

105 E. Eggleston St.
Manor, TX 78653
Telephone: (512) 272-5555
Email: tbolt@cityofmanor.org

with copy to:

The Knight Law Firm, LLP
Attorneys at Law
Attn: Paige Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
Email: attorneys@cityattorneytexas.com

Any notice mailed to Developer shall be addressed:

Reger Holdings, LLC
Attn: Gordon Reger
2730 Transit Rd.
West Seneca, NY 14224
Telephone: (716) 675-1200
Email: greger@regerholdings.com

With copy to:

Talley J. Williams
Metcalf Wolff Stuart & Williams, LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Telephone: (512) 404-2234
Email: twilliams@mwswtexas.com

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

Article XXI. Waiver and Release

21.01. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement,

pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement. Developer specifically releases any equitable or legal claim that it may have against the City regarding, or with respect to, the duty or obligation of the Developer to install or construct any project or obligation undertaken by Developer pursuant to this Agreement. The foregoing notwithstanding, the Developer specifically does not waive or release any claim or cause of action that Developer may have as a result of the City's breach of its agreements hereunder, including its agreement to pay the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates to the Developer as provided herein.

Article XXII. Entire Agreement

22.01. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof unless otherwise provided herein.

22.02 Major Amendments. Major Amendments shall be those that (i) increase or decrease to the overall number of residential dwelling units by more than twenty percent (20%) of the dwelling units depicted on the Master Development Plan, (ii) increase the overall impervious cover by more than twenty-five percent (25%), or (iii) a change to the Master Development Plan that converts more than twenty percent (20%) of the overall land area in the Project to a different use (i.e., residential to commercial). Major Amendments to the Master Development Plan shall require approval by the City Council.

22.03 Minor Amendments. Minor Amendments are all amendments that do not meet the definition of Major Amendments. Minor amendments shall be administratively approved by the City Manager. If the City Manager and Developer dispute the classification of an amendment as "major" or "minor", the issue shall be referred to the City Manager for determination from the provisions hereof. If the City Manager and the Developer dispute the classification of an amendment as major or minor, the issue shall be referred to the City Council for final determination. Amendments to this Agreement or Master Development Plan shall not be considered a waiver of vested rights as described in Section 4.04.

Article XXIII. General Provisions

23.01. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property pursuant to its police powers and for the benefit and protection of the public health,

safety, and welfare.

23.02. No Third Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

23.03. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

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

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

23.06. Timely Performance. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

23.07 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Developer or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

23.07. Exhibits. The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

Exhibit A:	The Property
Exhibit A-1:	Manor Heights South
Exhibit B:	Master Development Plan (Manor Heights South)
Exhibit B-1:	Master Development Plan (Remainder of Project)
Exhibit C:	Impact Fee Rebate Request Form
Exhibit D:	Downstream Wastewater Improvements
Exhibit E:	Code Modifications
Exhibit F:	Park Improvements
Exhibit G:	Offsite Wastewater Improvements
Exhibit H:	MAD 4 Roadway
Exhibit I:	Manor Heights South Infrastructure

Exhibit J:	Water Line Project
Exhibit J-1:	Offsite Water Improvements
Exhibit K:	Wastewater Line Offsite Water Improvements Project
Exhibit L:	Reimbursement Mechanisms
Exhibit M:	Collector Roadways
Exhibit N:	Form of License Agreement
Exhibit O:	TIRZ True Up Provisions

[Signature pages follow]

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

CITY:

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

By: 

Name: Rita G. Gause

Title: Mayor

Attest:

By: 

Name: Cluvia Tijerina

Title: City Secretary

Approved as to form:

By: 

Name: Veronica Rivera

Title: Assistant City Attorney

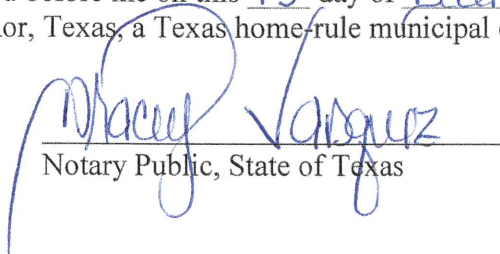


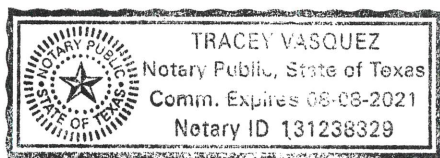
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 13 day of December, 2018,
by Rita G. Gause Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on
behalf of said corporation.

(SEAL)


Notary Public, State of Texas



DEVELOPER:

SKY VILLAGE KIMBRO ESTATES, LLC

a Texas limited liability company

By: [Signature]
Name: Gordon Reger
Title: Manager

THE STATE OF New York §

COUNTY OF Erie §

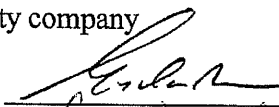
This instrument was acknowledged before me on this 29th day of November, 2018,
by Gordon Reger, Manager of Sky Village Kimbro Estates, LLC, a Texas limited liability
company, on behalf of said company.

(SEAL)

[Signature]
Notary Public, State of _____

Edith M Bluhm
Notary Public State of New York
Erie County
Lic. #01BL6180099
Commission Expires 1/7/2020

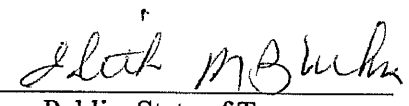
RHOF, LLC,
a Texas limited liability company

By: 
Name: Gordon Reyer
Title: Manager

THE STATE OF New Mexico
COUNTY OF Erie

THIS INSTRUMENT is acknowledged before me on this 29th day of November, 2018, by Gordon Reyer
as Manager of RHOF LLC, a Texas limited liability company, on behalf of said company.

[SEAL]


Notary Public, State of Texas

Edith M Bluhm
Notary Public State of New York
Erie County
Lic. #01BL6180029
Commission Expires 1/7/2020

Exhibit A
The Property

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

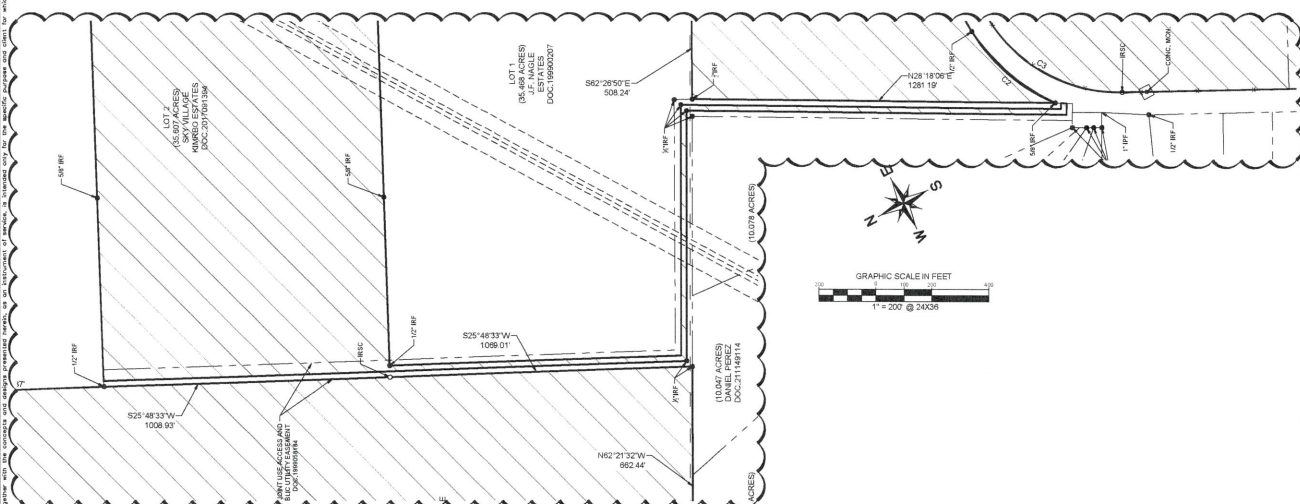
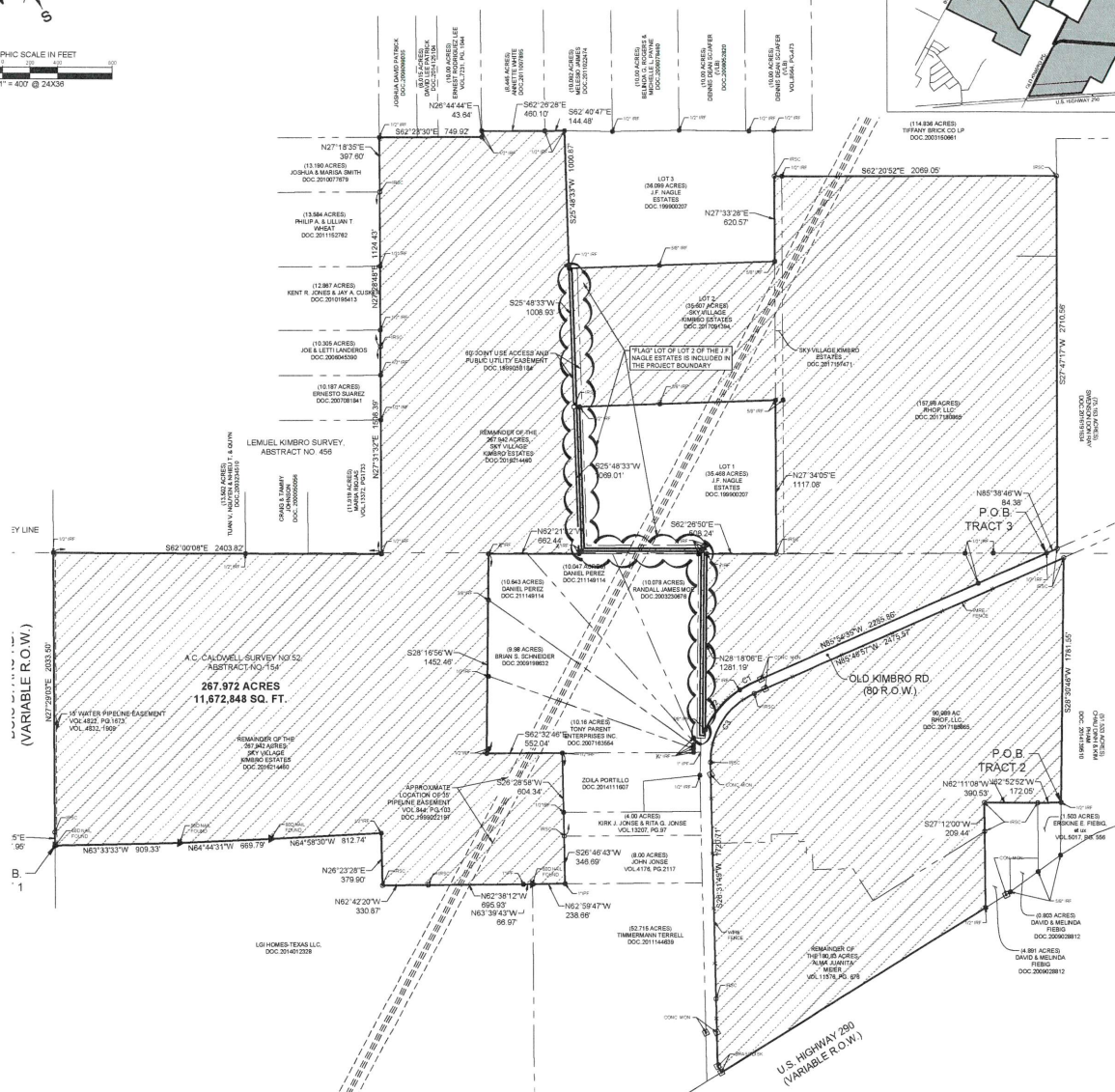
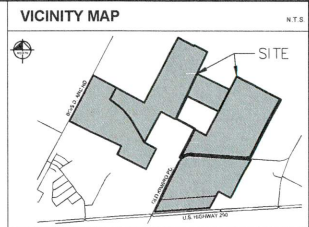
44.0347 ACRES OF LAND LOCATED IN THE A.C. CALDWELL SURVEY, ABSTRACT NUMBER 154, TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN CALLED 180.83 ACRES OF LAND CONVEYED TO ALMA JUANITA MEIER, AS DESCRIBED IN VOLUME 11376, PAGE 676, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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

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



Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AYVALON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-926

Exhibit A-1
Manor Heights South

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

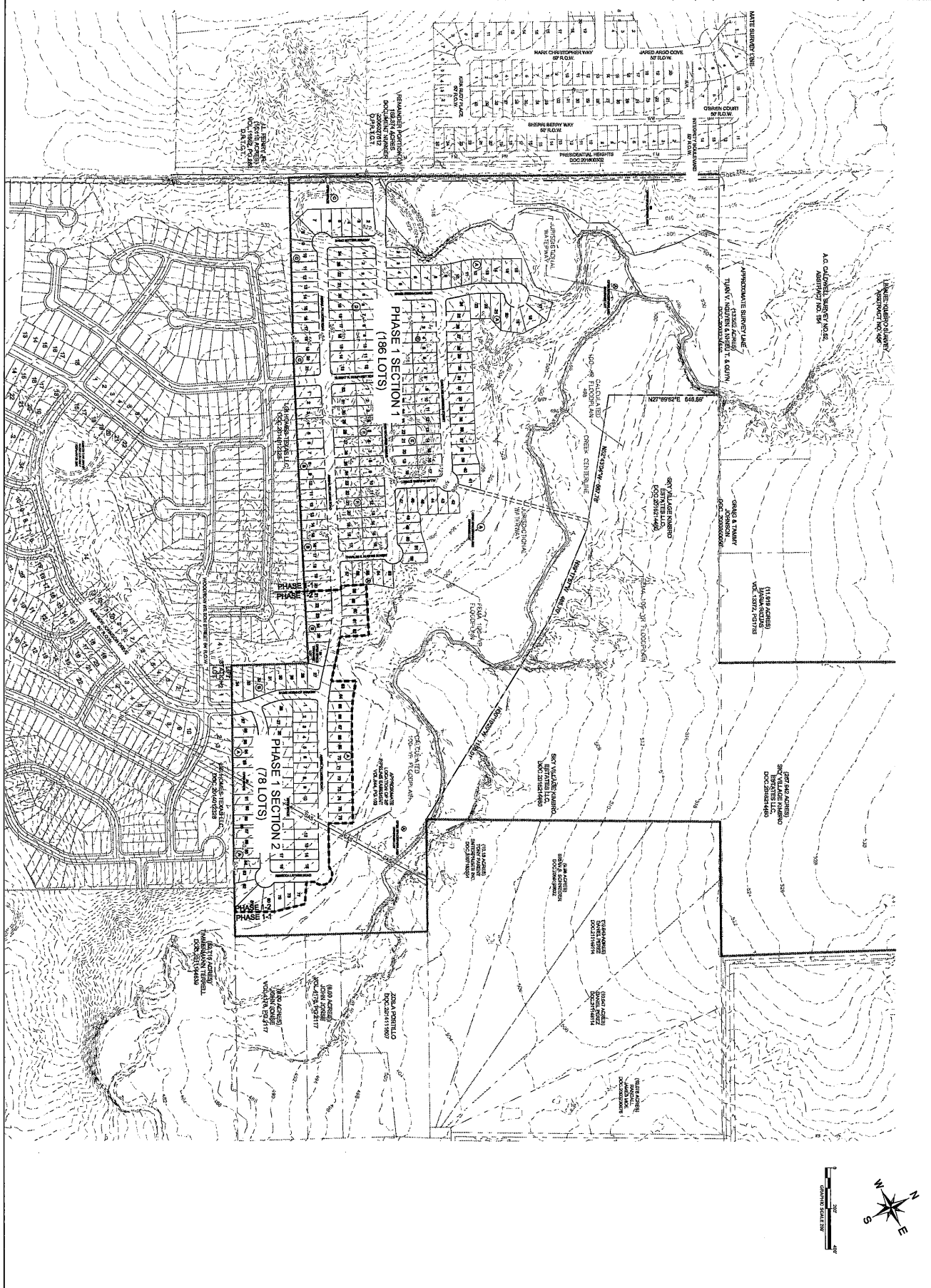


EXHIBIT A-1:
MANOR HEIGHTS SOUTH PHASE 1, SECTION 1
AND SECTION 2

Kimley»»Horn

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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

No.	REVISIONS	DATE	BY

Exhibit B
Master Development Plan (Manor Heights South)

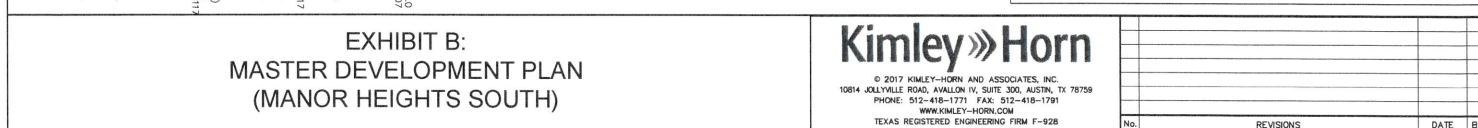


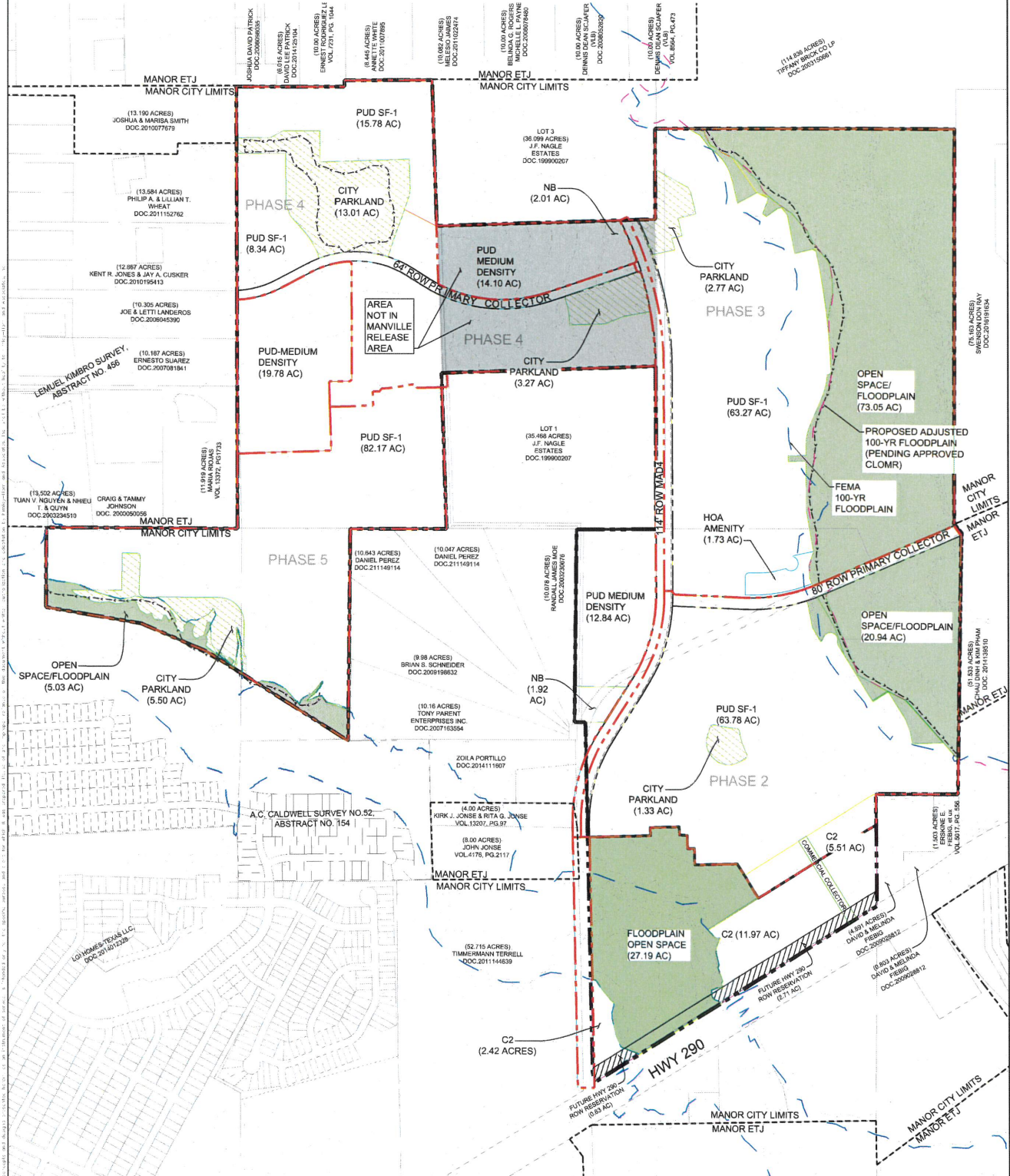
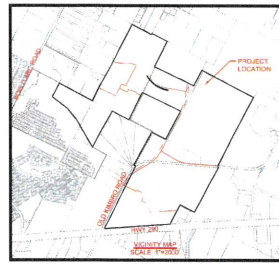
Exhibit B-1

Master Development Plan (Remainder of Project)



LEGEND

- PUD BOUNDARY
- TRAIL
- SHARED USE PATH
- PHASE LINE
- PROPOSED RIGHT OF WAY



MANOR HEIGHTS

**EXHIBIT B-1: MASTER DEVELOPMENT PLAN
(REMAINDER OF PROJECT)**

Kimley»Horn

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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

Exhibit C
Impact Fee Rebate Request Form

[See attached]

EXHIBIT "C"
IMPACT FEE REBATE REQUEST

Water Impact Fee Rebate Request No. _____		
Impact Fee Rebate Request Amount [1]	Impact Fee Rebate Previously Requested [2]	Cumulative Impact Fee Rebate Request Amount ¹ [3] = [1] + [2]

Wastewater Impact Fee Rebate Request No. _____		
Impact Fee Rebate Request Amount [1]	Impact Fee Rebate Previously Requested [2]	Cumulative Impact Fee Rebate Request Amount ¹ [3] = [1] + [2]

Date: _____

By: _____

Name: _____

Title: _____

¹ Amount to be used by City to calculate the Water Impact Fee Rebate Payment amount, and the Wastewater Impact Fee Rebate Payment amount, as illustrated in page 2 of Exhibit C - Impact Fee Rebate Payment Summary. A copy of page 2 Exhibit C – Impact Fee Rebate Payment Summary is to be included with each Impact Fee Rebate payment made by the City.

EXHIBIT C

IMPACT FEE REBATE PAYMENT SUMMARY¹

Water Impact Fee Rebate Payment No. _____						
Water Impact Fees Paid	Impact Fees Deposited in CIF Water Account	Cumulative Impact Fee Rebate Request Amount ²	Eligible Rebate Amount	Less: Cumulative Impact Fee Rebate Payment from Prior Payment Summary	Water Impact Fee Rebate Payment	Cumulative Impact Fee Rebate Payment
[1]	[2] = [1]*50%	[3]	[4] = Lesser [2]&[3]	[5]	[6] = [4]-[5]	[7] = [5]+[6]

Wastewater Impact Fee Rebate Payment No. _____						
Wastewater Impact Fees Paid	Impact Fees Deposited in CIF Wastewater Account	Cumulative Impact Fee Rebate Request Amount ³	Eligible Rebate Amount	Less: Cumulative Impact Fee Rebate Payment from Prior Payment Summary	Wastewater Impact Fee Rebate Payment	Cumulative Impact Fee Rebate Payment
[1]	[2] = [1]*100%	[3]	[4] = Lesser [2]&[3]	[5]	[6] = [4]-[5]	[7] = [5]+[6]

¹ To be completed by City and included with each Impact Fee Rebate payment made by the City.

² Per the Impact Fee Rebate Request provided by the Developer.

Exhibit D

Downstream Wastewater Improvements

Exhibit E
Code Modifications

1. 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 AREA (SQ. FT.)	MINIMUM LOT WIDTH (FT.)	MAXIMUM HEIGHT (FEET)
PUD-SF-1	20	5	15	10	6,250	50	35
PUD MEDIUM DENSITY	10 OR 20	5	15	20 OR 10	3,500	30	35
C-1, C-2, OG, NB	25	5	15	15	7,500	50	40

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%

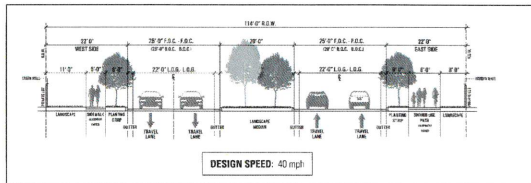
3. LANDSCAPING

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.

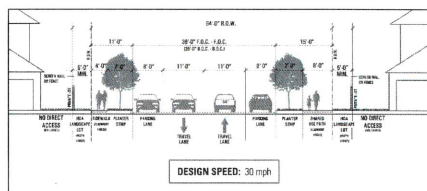
LAND USE	NET LOT AREA
PUD SF-1	SEE NOTE
PUD MEDIUM DENSITY	20%
C-1, C-2, OG, NB	15%
PARKLAND	20%

4. MAXIMUM DENSITY

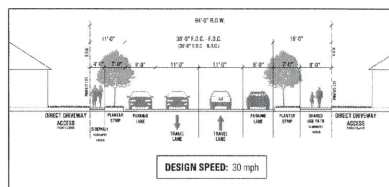
LAND USE	MINIMUM DENSITY	MAXIMUM DENSITY
PUD SF-1	1500 SF (LIVING AREA)	-
PUD MEDIUM DENSITY	1 UNIT/ACRE	9 UNITS PER ACRE
C-2 AND NB	0.2 FAR	1.8 FAR



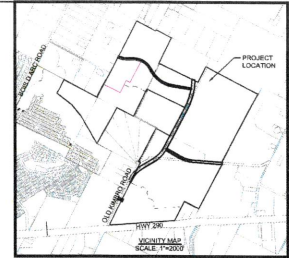
MAD 4 DESIGN



PRIMARY COLLECTOR
(WITH NO SF-1 FRONTAGE)



PRIMARY COLLECTOR
(WITH SF-1 FRONTAGE)



NOTES

1. AN AERIAL PHOTOGRAPH MAY BE SUBMITTED AT THE PRELIMINARY PLAT STAGE RATHER THAN A TREE SURVEY.
2. AN INVENTORY OF SIGNIFICANT TREES THAT IDENTIFIES THE NUMBER OF SIGNIFICANT TREES BY CATEGORY (TREES 18 INCHES IN CALIPER OR LARGER AND TREES BETWEEN 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.
3. THE NUMBER OF REPLACEMENT TREES THAT WILL BE INSTALLED, WITHOUT THE IDENTIFICATION OF THE PARTICULAR LOCATION AT WHICH THE REPLACEMENT TREES SHALL BE INSTALLED, WILL BE SUBMITTED WITH FOR REVIEW WITH THE CONSTRUCTION PLANS, ON A PER PHASE BASIS.
4. SIGNIFICANT COTTONWOOD, HAWTHORN 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 RATES DEFINED IN THE CITY'S SUBDIVISION ORDINANCE.
5. THE MINIMUM LOT AREA AND LOT WIDTH REQUIREMENTS (INCLUDING THE PERCENTAGE OF TOTAL LOTS WITHIN THE LAND PLAN THAT ARE PERMITTED TO BE OF SUCH MINIMUM LOT AREA AND LOT WIDTH CATEGORY), HEIGHT AND SETBACK REQUIREMENTS, LOT COVERAGE REQUIREMENTS, PARKING REQUIREMENTS, AND LANDSCAPING REQUIREMENTS FOR EACH LOT SHALL BE AS SET FORTH IN THE MINIMUM DEVELOPMENT STANDARDS FOR LOTS WITHIN THE LAND PLAN AND OUTSIDE THE CORPORATE BOUNDARIES OF THE CITY OR AS SET FORTH IN THE PUD VARIANCES FOR LOTS WITHIN THE PUD AND THE CORPORATE BOUNDARIES OF THE CITY.
6. LOTS SHALL NOT BE REQUIRED TO FACE A SIMILAR LOT ACROSS THE STREET.
7. SIDE LOT LINES SHALL NOT BE REQUIRED TO PROJECT AWAY FROM THE FRONT LOT LINE AT APPROXIMATELY RIGHT ANGLES TO STREET LINES AND RADIAL TO CURVED STREET LINES.
8. THE CONSTRUCTION OF SIDEWALKS IN RESIDENTIAL AND COMMERCIAL AREAS NEED NOT BE COMPLETED PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF A FINAL PLAT, BUT MUST BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR WITHIN 2 YEARS FROM THE APPROVAL OF THE FINAL PLAT. A COST ESTIMATE FOR THE CONSTRUCTION OF ANY SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE FINAL APPROVAL AND ACCEPTANCE OF THE FINAL PLAT SHALL BE PREPARED AND A BOND FOR 110% OF SUCH COSTS SHALL BE POSTED WITH THE CITY. EACH YEAR THE DEVELOPER AND CITY MAY AGREE TO THE ADDITIONAL SIDEWALKS IN RESIDENTIAL AREAS THAT WERE COMPLETED DURING THE PREVIOUS YEAR AND REDUCE THE AMOUNT OF THE BOND TO REFLECT THE CONSTRUCTION COSTS OF THE SIDEWALKS THAT HAVE BEEN COMPLETED. SIDEWALKS IN RESIDENTIAL AREAS NOT COMPLETED PRIOR TO THE END OF THE PREVIOUS YEAR SHALL BE COMPLETED BY THE DEVELOPER OR BY THE CITY WITH THE BOND FUNDS. FAILURE TO PROVIDE PROGRESS 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.
9. THE MINIMUM SINGLE FAMILY RESIDENTIAL LOT SHALL BE 6,250 SQUARE FEET WITHIN PUD-SF-1, AND 3,500 SQUARE FEET WITHIN PUD-MEDIUM DENSITY.
10. LOT FRONTAGE WIDTHS OF PUD-SF-1 SHALL BE AS FOLLOWS:
- 10.1. ALL LOTS EXCEPT THOSE IN CUL-DE-SACS OR ALONG A CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 50 FEET.
- 10.2. LOTS ALONG CUL-DE-SACS AND CURVED ROADWAY TO HAVE A MINIMUM FRONTAGE OF NO LESS THAN 30 FEET AT THE RIGHT OF WAY, AND 50' WIDE FRONTAGE MEASURED AT THE PROPERTY SETBACK LINE.
11. SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM SIDE SET BACK OF FIVE (5) FEET FOR EACH LOT.
12. SINGLE-FAMILY RESIDENTIAL LOTS HAVE A MINIMUM REAR SET BACK OF TEN (10) FEET FOR EACH LOT.
13. OFF-STREET PARKING SPACES AND LOADING FACILITIES FOR THE COMMERCIAL TRACTS HAVE BEEN CONTEMPLATED AND WILL MEET CITY OF AUSTIN TRANSPORTATION CRITERIA MANUAL AND EMERGENCY SERVICE DISTRICT 12 REQUIREMENTS.
14. 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.
15. 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.
16. NO DUPLEXES ARE ALLOWED IN THIS PUD.
17. THE DEVELOPMENT WILL BE IN ACCORDANCE WITH THE ENVIRONMENTAL ASSESSMENT FOR THE SITE.
18. 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 TEN ADDITIONAL SPACES FOR VISITOR PARKING. TANDER SPACES ARE ALLOWABLE. OFF-SITE PARKING TO MEET THIS PARKING REQUIREMENT IS SUBJECT TO APPROVAL BY THE CITY DEVELOPMENT SERVICES DEPARTMENT.
19. ALL RESIDENTIAL HOMES WITHIN THIS PUD WILL FOLLOW THE DESIGN STANDARDS THAT ARE AGREED UPON BETWEEN THE DEVELOPER AND CITY OF MANOR.
20. THERE WILL BE A (4) FOUR HOUR MAXIMUM TIME LIMIT FOR THE PARKING ON RESIDENTIAL STREETS.
21. PUBLIC TRAILS SHOWN ALONG FLOODPLAIN, CITY PARKLAND, AND OPEN SPACE SHALL BE A MINIMUM OF 10' WIDE AND SHALL BE COMPOSED OF A COMBINATION OF DECOMPOSED GRANITE AND CONCRETE DEPENDING ON SITE CONDITIONS AT TRAIL LOCATIONS.
22. THE MINIMUM FRONT FACADE MASONRY IS 30% MASONRY MUST BE STONE, BRICK, OR STUCCO.
23. 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.
24. LOTS UNDER THE PUD MEDIUM DENSITY CATEGORY SHALL BE ALLEY LOADED WHEN THE PROPOSED FRONT YARD SETBACK IS 10 FEET.

MANOR HEIGHTS

LAND DEVELOPMENT
AGREEMENT EXHIBITS

EXHIBIT E : CODE MODIFICATIONS

Kimley»Horn

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10814 KIMLEY ROAD, AVALON, TX, 75748
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

Exhibit F
Park Improvements
[See attached map]

Park Improvements include:

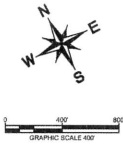
Pedestrian trails

Trailheads

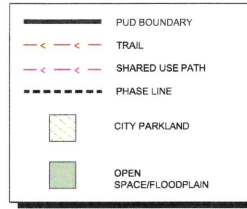
Shade structures

Seating

Recreational playing field(s)



LEGEND



PARKLAND DATA

PARKLAND	
LAND USE	AREA (AC)
TOTAL AREA OF DEVELOPMENT	804.62
REQUIRED PARKLAND (5% OF TOTAL AREA)	30.2
PROPOSED PARKLAND OUTSIDE FLOODPLAIN	33.7
*EXCESS OF REQUIRED PARKLAND	3.5
OPEN SPACE/FLOODPLAIN	183.7

1. 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.

2. NOTE THAT TRAIL WITHIN MANOR HEIGHTS SOUTH PHASE 1 TO BE 5' WIDE COMPOSED OF DECOMPOSED GRANITE PER APPROVED CONSTRUCTION DRAWING FOR THAT PHASE.

3. IF OVERALL DEVELOPMENT DOES NOT FOLLOW THE PROPOSED SEQUENTIAL PHASING, DEVELOPER WILL BE REQUIRED TO CONSTRUCT THE TRAILS IN ORDER TO ELIMINATE THE POTENTIAL FOR A GAP IN THE TRAIL SYSTEM. FOR EXAMPLE, IF PHASE 4 DEVELOPS BEFORE PHASE 3, DEVELOPER WILL BE REQUIRED TO EXTEND TRAIL FROM PHASE 2 UP TO PHASE 4.

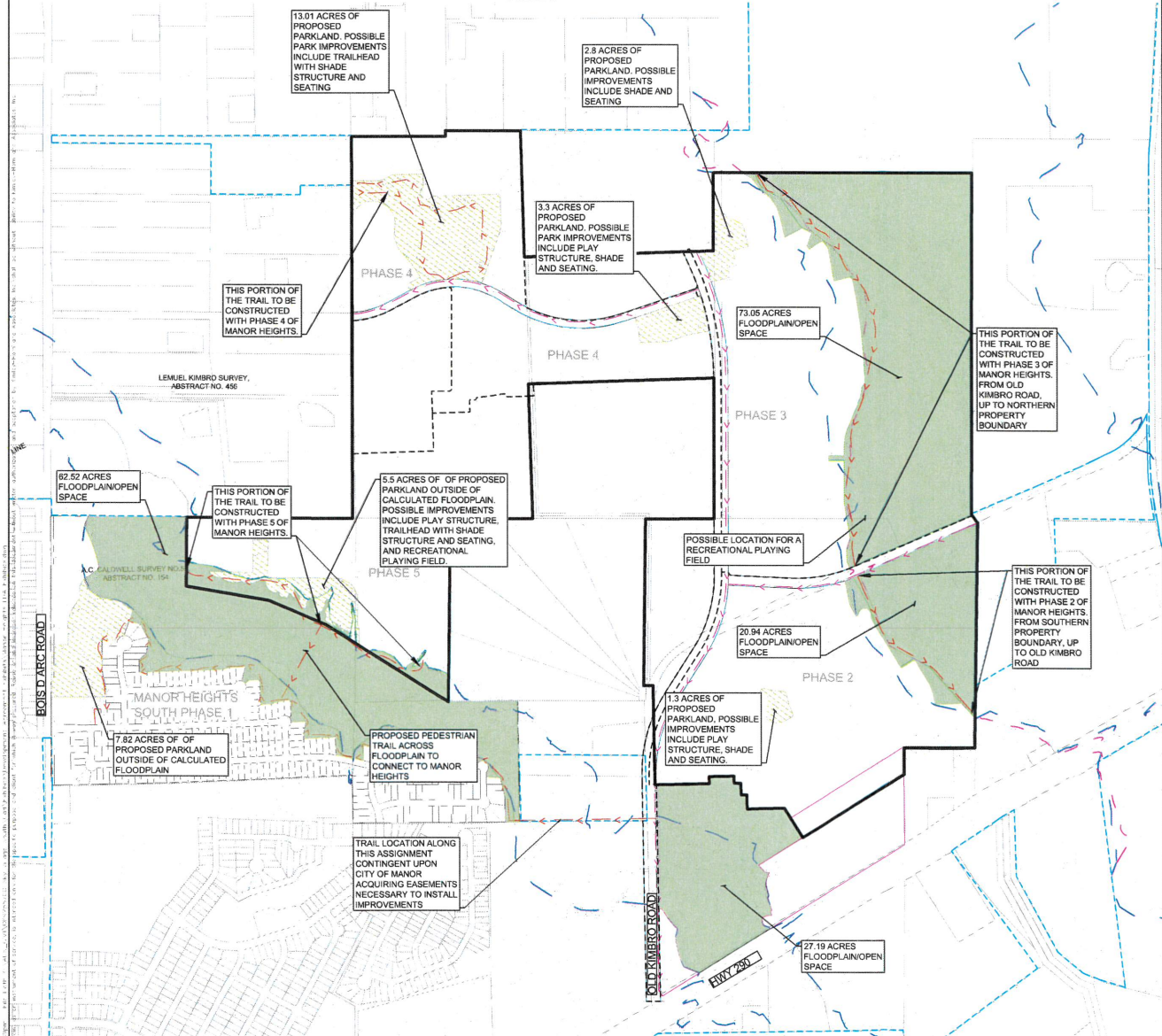
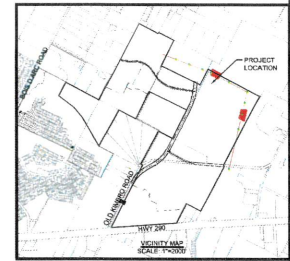


Exhibit G
Offsite Wastewater Improvements

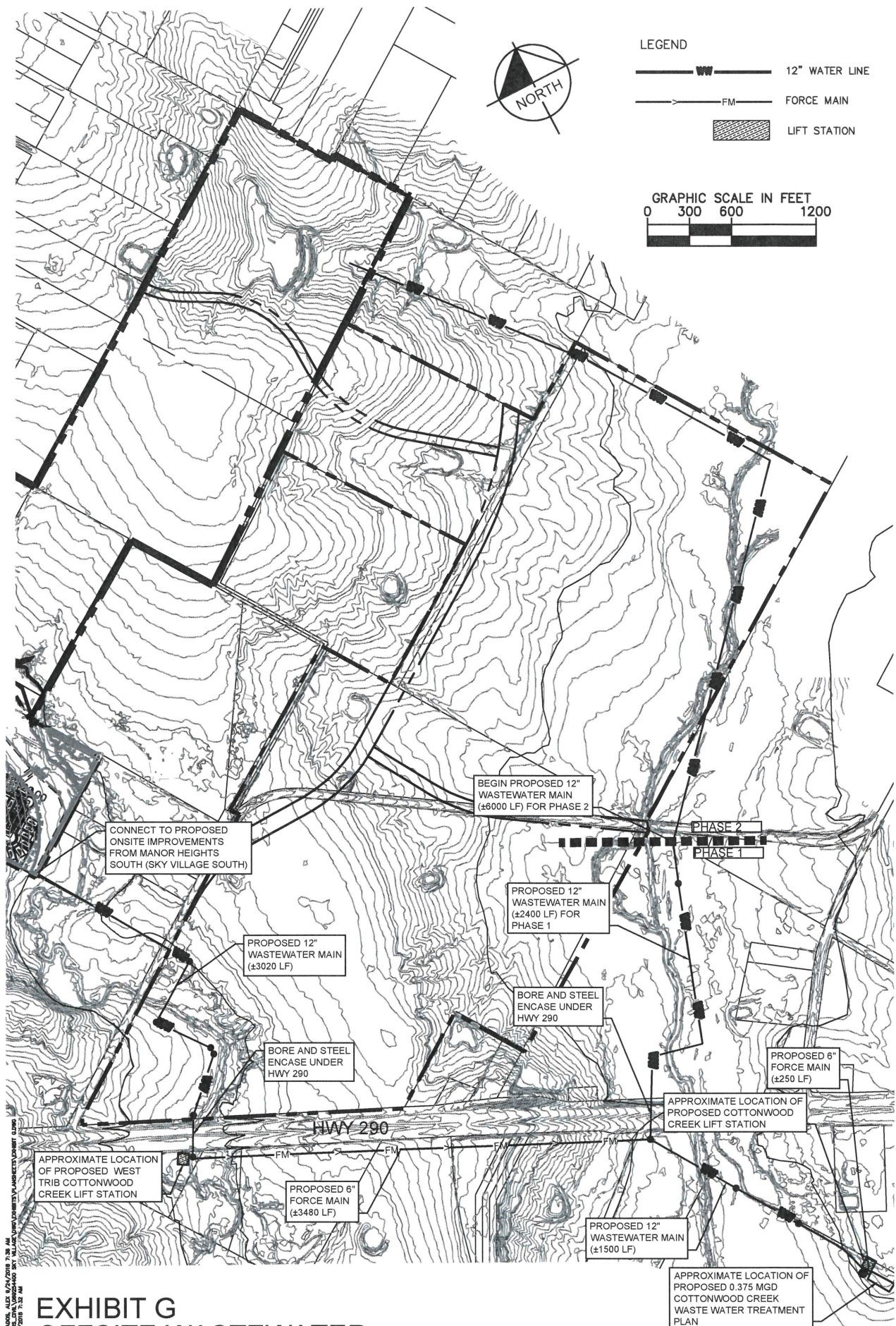


EXHIBIT G **OFFSITE WASTEWATER** **IMPROVEMENTS**

MANOR, TEXAS
SEPTEMBER 2018

Kimley»Horn

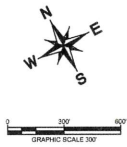
10814 Jollyville Road
Campus VI, Suite 300
Austin, Texas 78759
512-418-1771
State of Texas Registration No. F-926

NOTES: THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE ISSUANCE OF A FINAL ENGINEERING PLAN. THE DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

DESIGNED BY: J. L. HORN
CHECKED BY: J. L. HORN
DATE: 9/24/2018 2:38 PM
BY: J. L. HORN
DATE: 9/24/2018 2:38 PM
LAST SAVED: 9/24/2018 2:38 PM

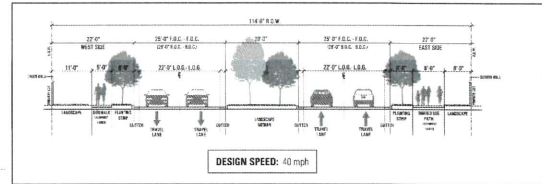
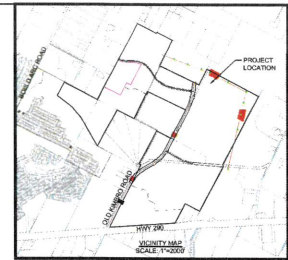
PLOTTED BY:
DATE: 9/24/2018 2:38 PM
LAST SAVED: 9/24/2018 2:38 PM

Exhibit H
MAD 4 Roadway



LEGEND

- PROPERTY BOUNDARY
- PHASE LINE
- MAD-4 TO BE CONSTRUCTED IN PHASE 2
- MAD-4 TO BE CONSTRUCTED IN PHASE 3
- MAD-4 TO BE CONSTRUCTED WHEN TRIPS FROM DEVELOPMENT TRIGGER NEED FOR ADDITIONAL CAPACITY



MAD 4 DESIGN

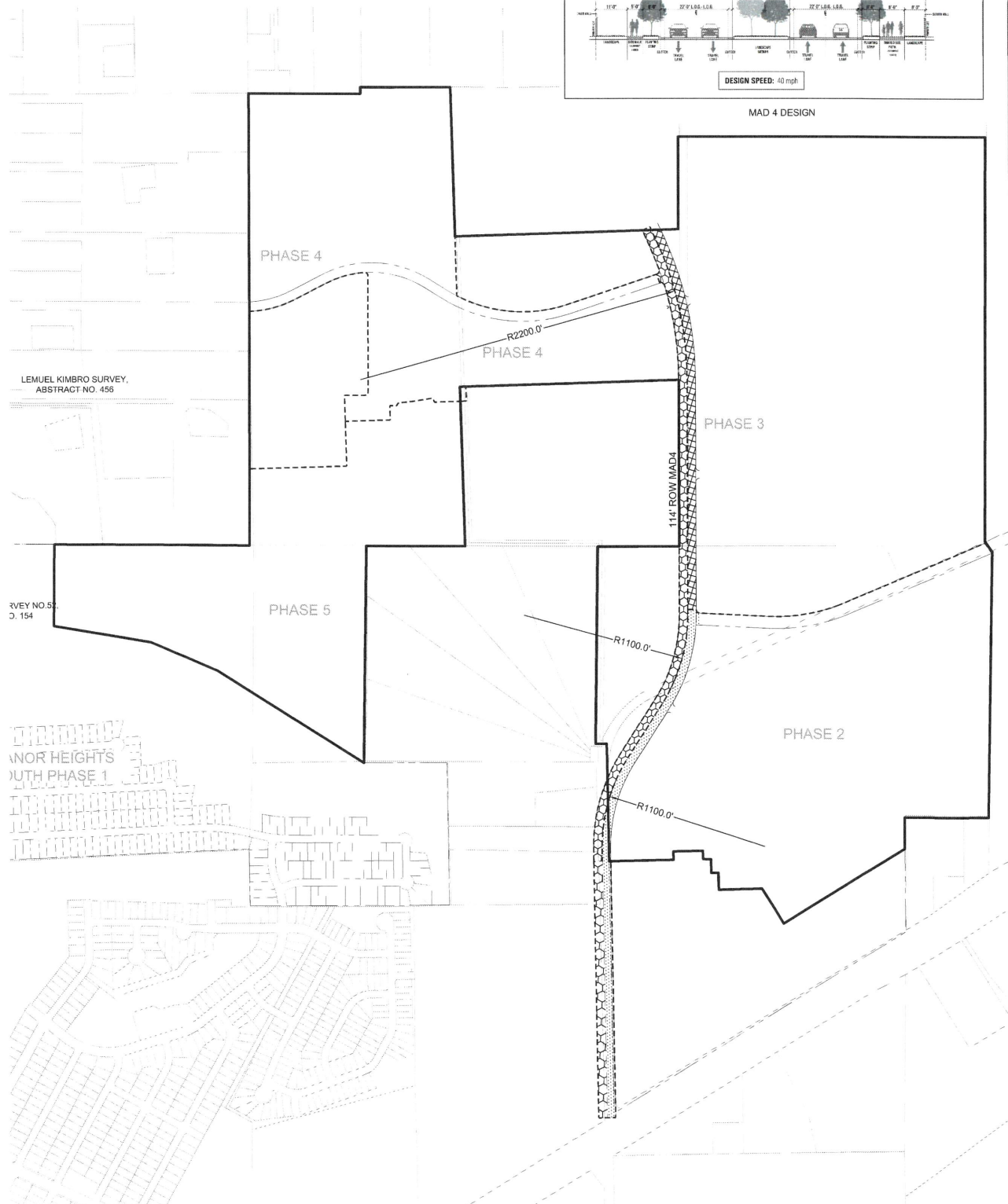
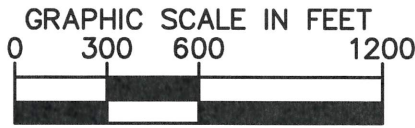




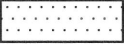



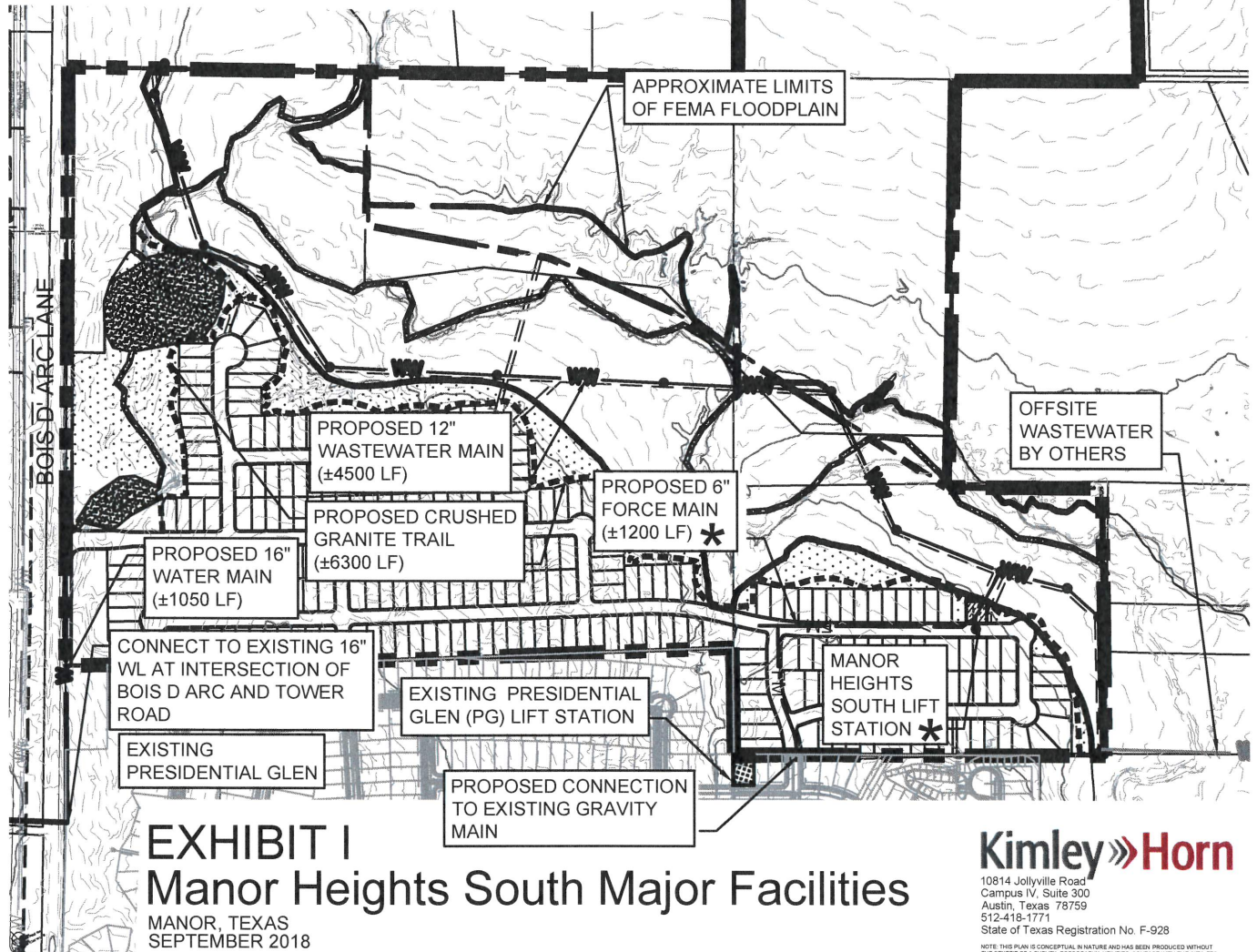
Exhibit I
Manor Heights South Infrastructure



LEGEND

-  12" WASTEWATER LINE
-  16" WATER LINE
-  FORCE MAIN
-  CRUSHED GRANITE TRAIL
-  PARK LAND DEDICATION (±16 ACRE CREDIT)
-  LIFT STATION

* MANOR HEIGHTS SOUTH LIFT STATION AND 6" FORCE MAIN COST IS ±695,000, CONSTRUCTION OF THESE IMPROVEMENTS ARE CONTINGENT ON THE TERMS LAID OUT IN THE "MANOR HEIGHTS DEVELOPMENT AGREEMENT")



GRANDDAD, ALEX 9/27/2018 4:25 PM
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9/27/2018 4:25 PM

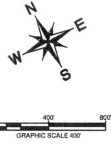
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DWG NAME
LAST SAVED

Kimley»Horn

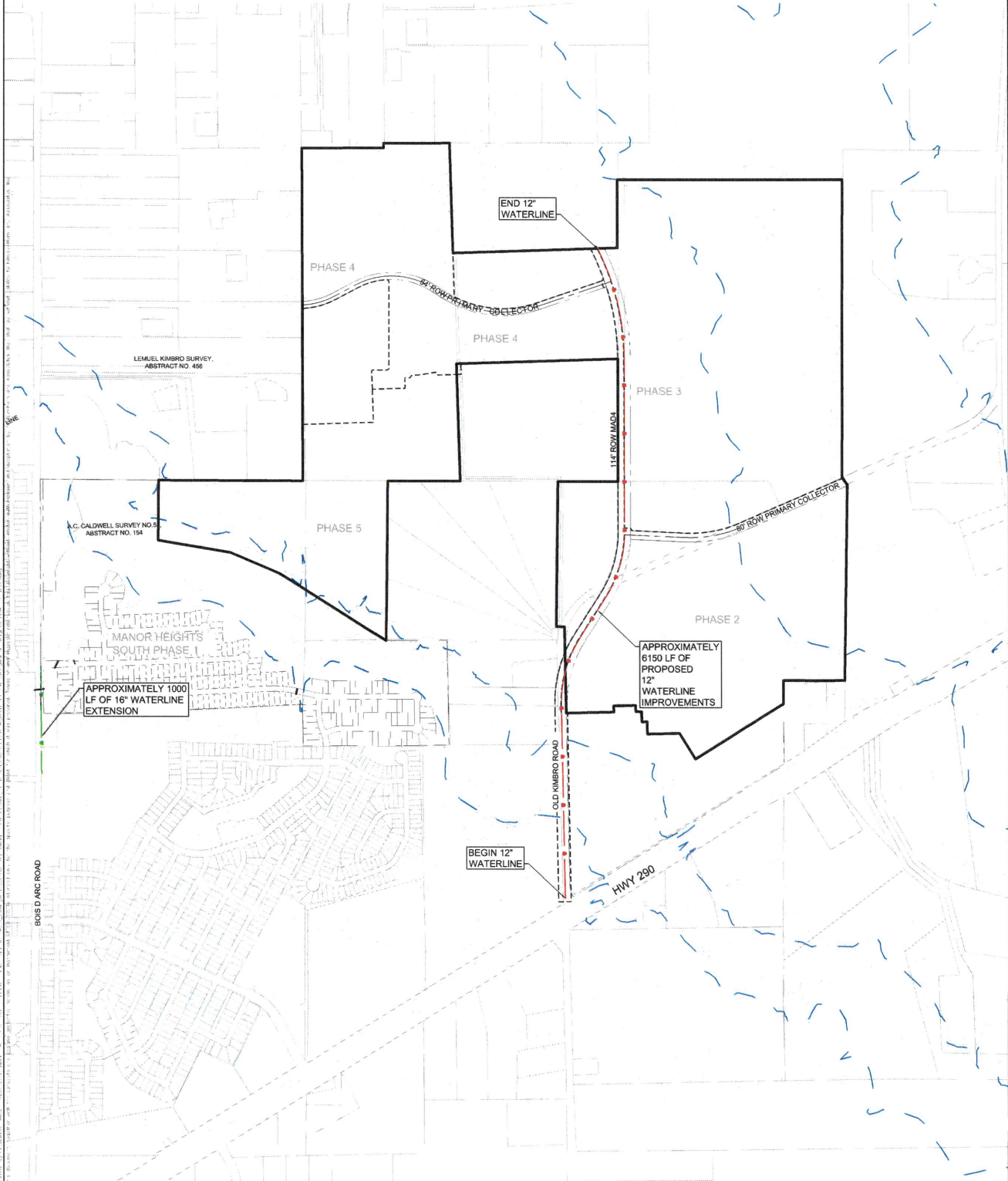
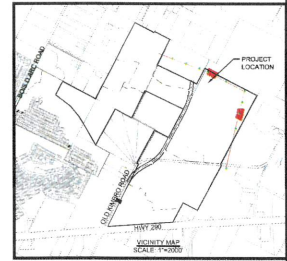
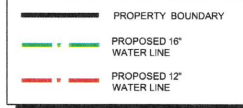
10814 Jollyville Road
Campus IV, Suite 300
Austin, Texas 78759
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit J
Water Line Project



LEGEND



MANOR HEIGHTS
LAND DEVELOPMENT
AGREEMENT EXHIBITS

EXHIBIT J: WATER LINE PROJECT

Kimley»Horn

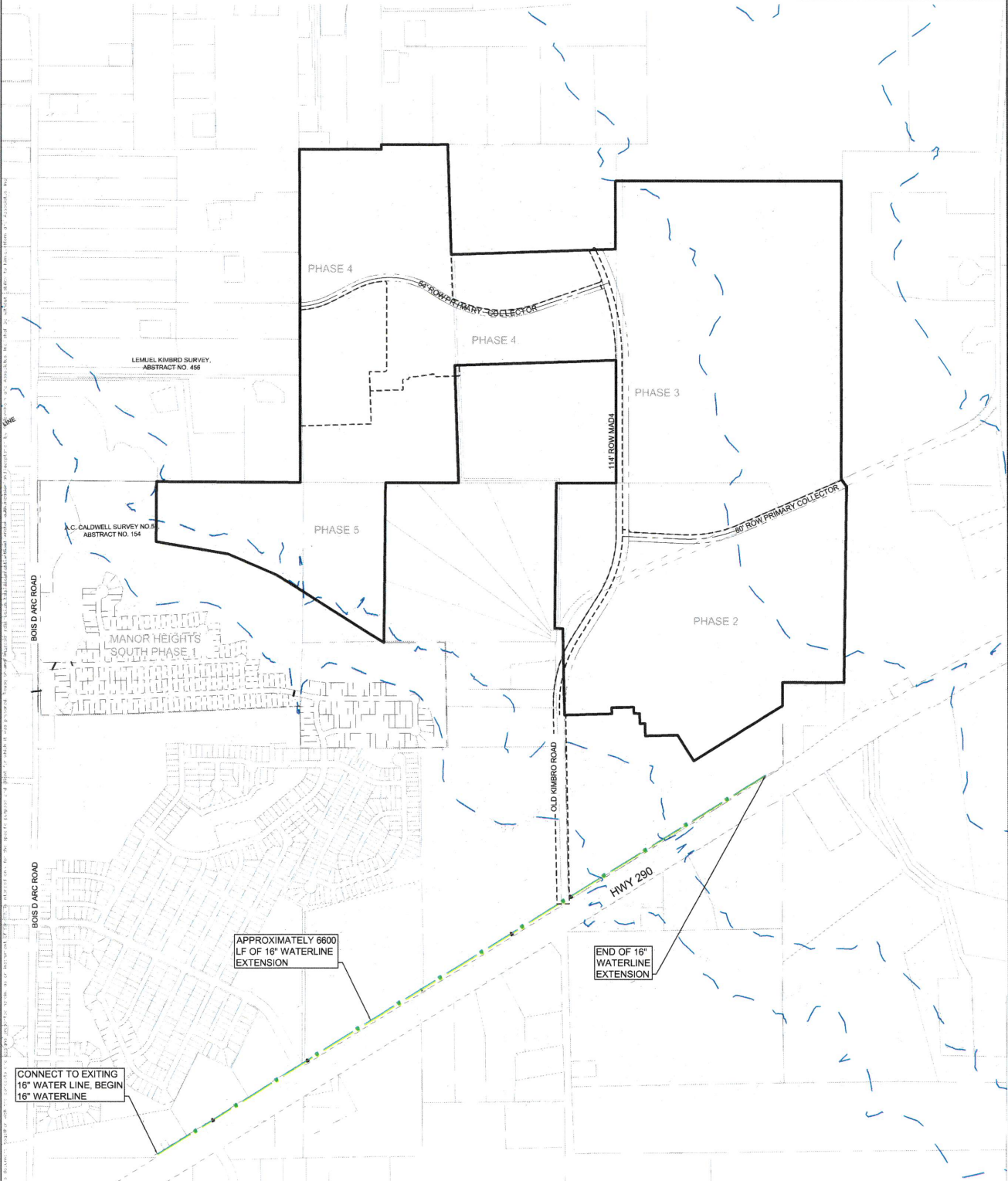
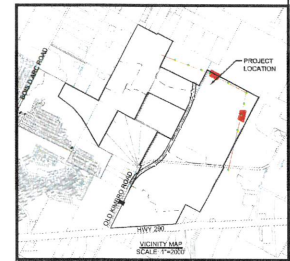
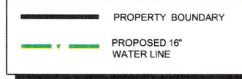
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10814 JOLLYVILLE ROAD, AVALON IV, SUITE 500, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM E-928

Exhibit J-1
Offsite Water Improvements



0 400 800
GRAPHIC SCALE 400'

LEGEND



MANOR HEIGHTS
LAND DEVELOPMENT
AGREEMENT EXHIBITS

**EXHIBIT J-1: OFFSITE
WATER IMPROVEMENTS**

Kimley»Horn

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TEXAS REGISTERED ENGINEERING FIRM F-928

Exhibit K
Wastewater Line Project

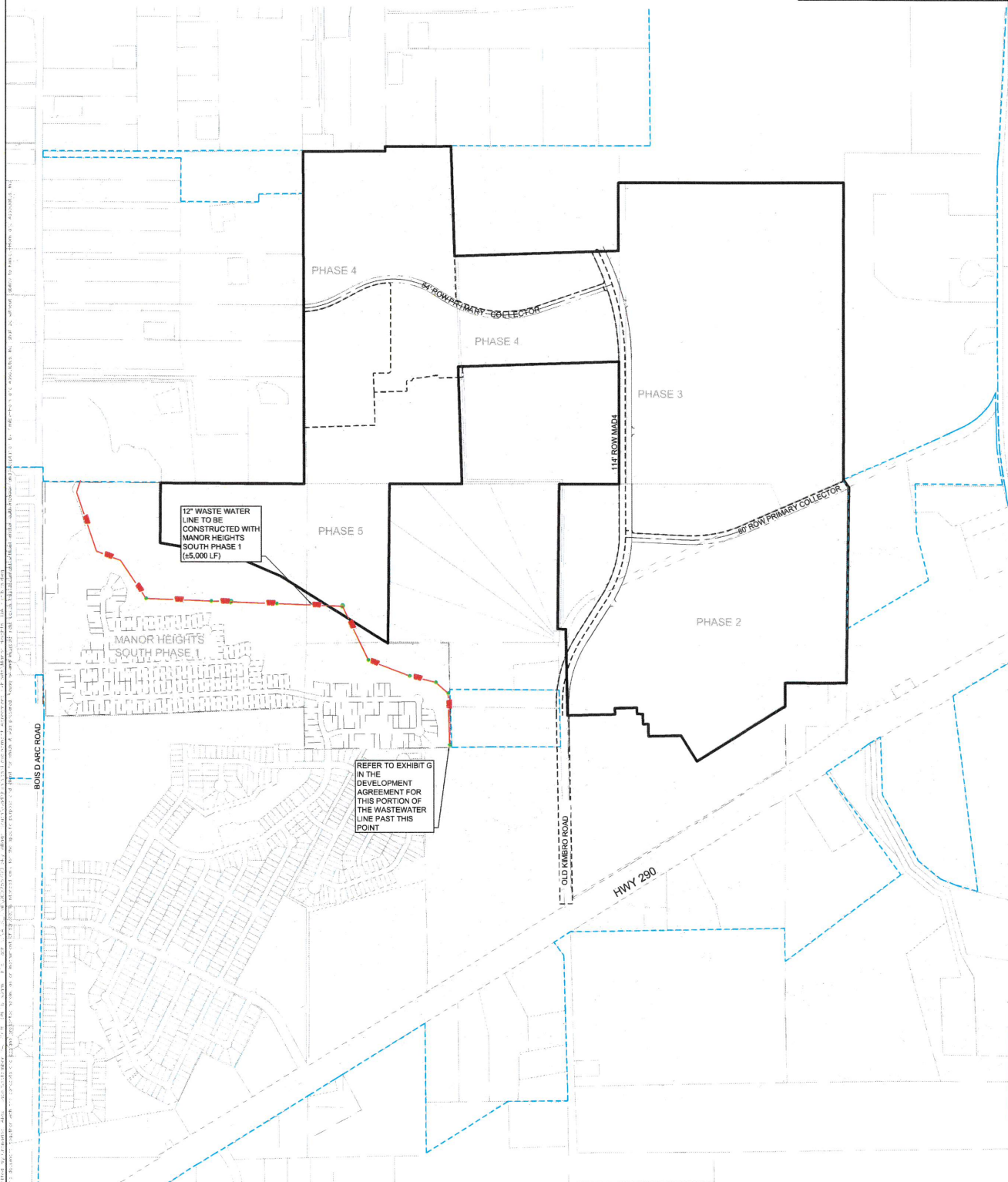
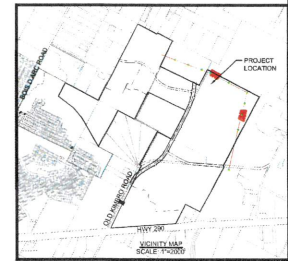
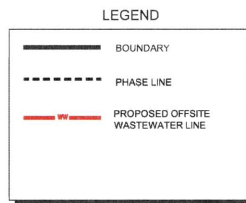
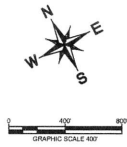
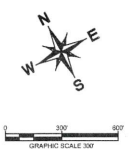


Exhibit L
Reimbursement Mechanisms Budget

Project Facilities	Funding Mechanism
Water Line Project	Water Impact Fees-± \$1,173,540
Offsite Water Improvements	TIRZ-± \$699,000 Water Impact Fees-± \$225,000
Wastewater Line Project	Wastewater Impact Fees:-± \$501,000
MAD 4 Roadway/Collector Roadway	TIRZ ± \$3,319,514 PID ± \$4,845,250
Offsite Wastewater Improvements (save and except the Plant)	Wastewater Impact Fees ± \$3,264,030
Plant	PID – first phase ± \$5,536,360 TIRZ – second phase ± \$1,132,340 Wastewater Impact Fee – second phase ± \$1,336,660
Enhanced Landscaping	TIRZ – ± \$13,988,940

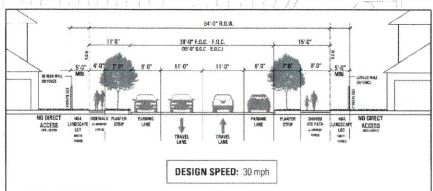
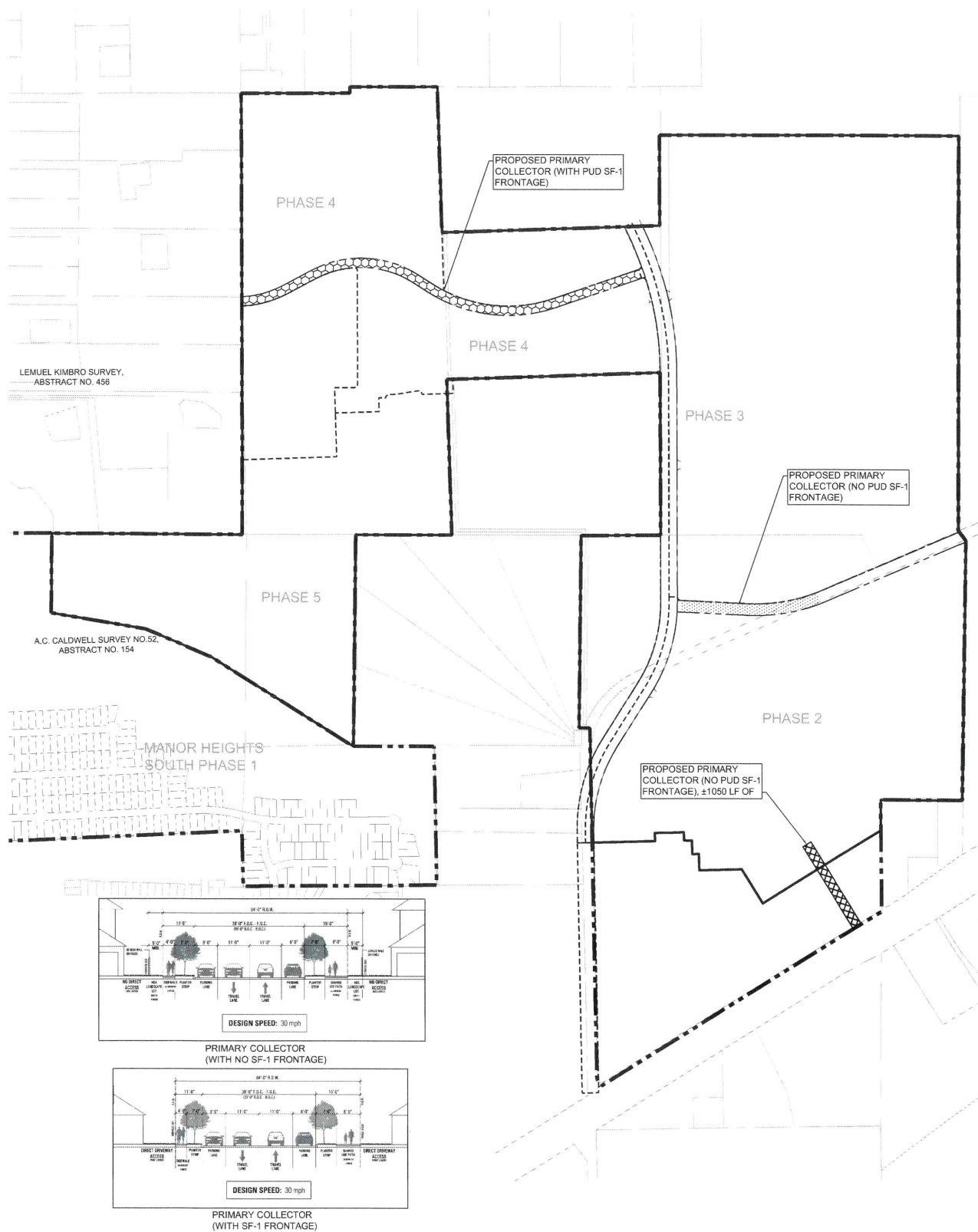
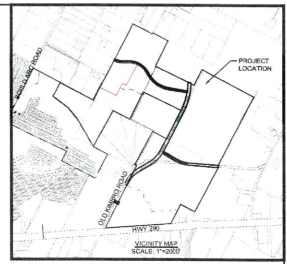
*****NOTE AMOUNTS SHOWN PER FUNDING MECHANISM ARE PRELIMINARY AND SUBJECT TO CHANGE**

Exhibit M
Collector Roadways

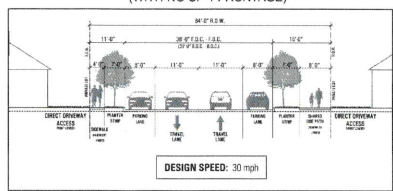


LEGEND

- PROPERTY BOUNDARY
- PHASE LINE
- PRIMARY COLLECTOR TO BE CONSTRUCTED IN PHASE 2
- PRIMARY COLLECTOR TO BE CONSTRUCTED IN PHASE 4
- PRIMARY COLLECTOR TO BE CONSTRUCTED WHEN COMMERCIAL TRACT DEVELOPS



PRIMARY COLLECTOR
(WITH NO SF-1 FRONTAGE)



PRIMARY COLLECTOR
(WITH SF-1 FRONTAGE)

Exhibit N
Form of License Agreement

[See attached]

LICENSE AND MAINTENANCE AGREEMENT

This License and Maintenance Agreement (the "Agreement") is entered into by the City of Manor, a Texas home rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the "City"), and _____, a _____ ("Licensee"), effective as of the _____, 20____ (the "Effective Date"), upon the terms and conditions set forth below.

I. DEFINED TERMS

- A. "**Development Agreement**" means the Development Agreement for Manor Heights dated effective _____.
- B. "**Park Improvements**" means the "Park Improvements", as defined in the Development Agreement and as listed on Exhibit "F" of the Development Agreement.
- C. "**Manor Heights Development**" means the "Project", as defined in the Development Agreement consisting of the "Property" (as defined in the Development Agreement) that is being developed as a master planned community in the city limits of Manor, Travis County, Texas.

II. PURPOSE OF LICENSE AGREEMENT

- A. The City grants to Licensee permission to use those portions of the Manor Heights Development more particularly described on Exhibit "A" (collectively, the "Licensed Property") solely to operate and maintain the Park Improvements; provided that this Agreement is not intended to prevent Licensee from entering and using land dedicated to the City as parkland in the same manner as the general public. 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.
- B. Licensee agrees that all maintenance permitted by this Agreement with respect to the Licensed Property shall be done in compliance with all applicable County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted, and the "Applicable Rules", as such term is defined in Article IV of the Development Agreement.

III. ANNUAL FEE

No annual fee shall be due to the City in connection with this Agreement, and the City will not compensate Licensee for the maintenance of the Licensed Property or any Park Improvements.

IV. CITY'S RIGHT TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the City to use the Licensed Property and the Park Improvements for any purpose not inconsistent with the Development Agreement.

V. INSURANCE

- A. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company reasonably 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. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the reasonable discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee,

its officers, employees, agents, or contractors, relative to this Agreement. Licensee may satisfy the insurance requirement herein by blanket policies covering property in addition to the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Manager on or before the Licensee's use or occupancy of the Licensed Property.

B. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse and shall provide the City where possible thirty (30) days written notice as evidenced by a return receipt of registered or certified mail of any anticipated cancellation, reduction, restriction or other limitation thereafter established under such policy of insurance.

VI. INDEMNIFICATION

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 reasonable 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 Licensee's use of the Licensed Property under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, expenses or other liability for personal injury, death, or damage to any person or property (i) for which the City shall have been compensated by insurance provided under Paragraph V, above, (ii) arising out of any acts or omissions by the City under Paragraph IV above, or (iii) arising solely from the negligence 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

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to the Licensed Property unless such damage is as a result of acts or omissions by the City.

B. Maintenance. Licensee shall maintain the Licensed Property by keeping the area free of material amounts of debris and litter and keeping the Licensed Property mowed such that grass and weeds do not exceed the height limits established by City ordinances and regulations. Licensee shall maintain all Park Improvements in good repair, working order, and condition and in compliance with this Agreement and the Development Agreement, as applicable. Removal of dead or dying plants that are placed by Licensee within the Licensed Property shall also be handled by Licensee at its expense. The City may require Licensee to take action to maintain the Licensed Property and the Park Improvements in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation placed by Licensee within the Licensed Property and rebuilding and reconstructing trails or any other Park Improvements, save and except removal or repairs due to normal wear and tear such action shall be completed within thirty (30) days (or such reasonable period of time if thirty (30) days is not feasible) following receipt of a written request from the City. Licensee shall have no obligation to maintain any improvements placed upon the Licensed Property by the City.

C. Removal or Modification. No Park Improvements may be modified or removed from the Licensed Property without the prior written consent of the City.

D. Default. In the event that Licensee fails to maintain the Licensed Property as provided in this Agreement and the Development Agreement, 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 (provided that the City shall allow such additional time as may be reasonably necessary for Licensee to cure any failure as long as Licensee commences such cure within the thirty (30) day period provided and diligently

pursues such cure thereafter and as long as such additional time does not exceed ninety (90) days from the date of the notice) the City may pursue its remedies under Paragraph XI below.

City Address:

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

Licensee Address:

Attn: _____

VIII. COMMENCEMENT

This Agreement shall begin on the Effective Date and continue thereafter as provided in Section 4.06 of the Development Agreement.

IX. TERMINATION

Notwithstanding any other term, provision or condition of this Agreement and the Development Agreement, subject only to prior written notification to Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement beyond applicable notice and cure periods, including, but not limited to the insurance requirements specified herein. The City agrees that, if the City terminates this Agreement, the City will operate and maintain the Improvements in the manner contemplated by the Development Agreement with reimbursement of City's costs to operate and maintain the Park Improvements by Licensee in accordance with the time remaining in the Park Improvement Maintenance Period as such term is defined in the Development Agreement. The City may further terminate and revoke this Agreement if:

- A. Use of the Licensed Property becomes necessary for another public purpose;
- B. The Park Improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Park Improvements;
- C. Maintenance or alteration necessary to alleviate a danger to the public has not been made after the notice and cure periods provided herein have lapsed; or
- D. The City intends to take over maintenance of the Park Improvements after the Park Improvement Maintenance Period has expired.

X. FUNDING MAINTENANCE OBLIGATION

Licensee will establish periodic homeowner's association dues and assessments, to be charged and paid by the lot owners within the property under the jurisdiction of Licensee pursuant to "Association Regulations", as such term is defined in the Development Agreement, in order to maintain the Park Improvements as provided in this Agreement. 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 of the Park Improvements, and to provide funds required for the management and operation of Licensee.

XI. REMEDIES

The City will be entitled to judicially enforce Licensee's obligations under this Agreement pursuant to the Association Regulations. Licensee also 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 to obtain a writ of mandamus or an injunction, or seek specific performance against Licensee to enforce Licensee's obligations under this Agreement.

XII. EMINENT DOMAIN

If any portion of the Licensed Property is taken by eminent domain by a governmental authority other than the City, this Agreement shall terminate as to the affected portion of the Licensed Property so condemned.

XIII. INTERPRETATION

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.

XIV. APPLICATION OF LAW

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.

XV. SPECIFIC PERFORMANCE

If either party materially breaches the terms of this License Agreement, such material breach shall be an event of default. In that event, the non-defaulting party to this License Agreement may pursue the remedy of specific performance.

XVI. VENUE

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

XVII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT

This Agreement and all of the covenants herein shall run with the Licensed Property; 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.

XVIII. AMENDMENT

This License Agreement may be amended only by an instrument in writing signed and approved by both parties.

XIX. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

* * *

[SIGNATURE PAGE FOLLOWS]

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 20__.

LICENSOR:

City of Manor

By: _____

Name: _____

Title: Mayor

LICENSEE:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by
_____, Mayor, City of Manor, Texas, on behalf of the City.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public - State of Texas

AFTER RECORDING RETURN TO:
City of Manor
Attn: City Secretary
105 E Eggleston Street
Manor, Texas 78653

EXHIBIT "A"
LICENSED PROPERTY

[to be attached]

Exhibit O
TIRZ True Up

The Developer will receive funds from the TIRZ on April 15th of each year until the earlier of (i) 25 years beginning on the second April 15th following the creation of the TIRZ, or (ii) \$19,168,820 has been paid to the Developer, or (iii) the Developer has been paid an amount equal to the cost of the TIRZ improvements as identified in **Exhibit “L”**, including 7.0% simple interest accrued on unreimbursed amounts for the costs of the TIRZ improvements.

Both Parties agree that the City contemplates the formation of the TIRZ due to the Developer pledging to build homes with an average sales price of \$287,000 for single family homes (the “Home Price Requirement”) and \$200,000 for condo/townhomes (the “Condo/Townhome Price Requirement”), which amounts will be updated annually based on a published local home price index acceptable to the City and Developer

Single Family Homes

By April 1st of each year, the City shall cause the following to be performed:

1. Calculate the Home Price Requirement for the previous two (2) calendar years;
2. Calculate the average sales price of homes completed in the Project (the “Project Home Price”) two (2) calendar years prior (e.g. by April 1, 2018 the City would calculate the average sales price of homes completed in calendar year 2016). The Developer will cause homebuilders in the Project to supply the City with the sales price of every home sold within the Project;
3. Calculate the City TIRZ contribution percentage for all homes completed two (2) calendar years prior according to the methodology provided below. A different City TIRZ contribution percentage will be calculated each year, and the City TIRZ contribution for a given calendar year will be applied to all homes completed in the Project two (2) calendar years prior. Once the City TIRZ contribution percentage is determined for homes completed in a calendar year, the City TIRZ contribution percentage will not change for those homes.
 - a. if the Project Home Price equals or exceeds the Home Price Requirement, as updated annually, the City will contribute 30.5% of its incremental ad valorem taxes; and
 - b. if the Project Home Price is 10% or more below the Home Price Requirement, the City will contribute 0% of its incremental ad valorem taxes; and
 - c. if the Project Home Price is less than 10% below the Home Price Requirement the City will contribute an amount equal to the following formula:
$$30.5\% \times ((Project\ Home\ Price \div Home\ Price\ Requirement - 90\%) \div 10\%).$$

Condos/Townhomes

By April 1st of each year, the City shall cause the following to be performed:

1. Calculate the Condo/Townhome Price Requirement for the previous two (2) calendar years;
2. Calculate the average sales price of homes completed in the Project (the “Project Condo/Townhome Price”) two (2) calendar years prior (e.g. by April 1, 2018 the City would calculate the average sales price of condos/townhomes completed in calendar year 2016). The Developer will cause homebuilders in the Project to supply the City with the sales price of every condos/townhomes sold within the Project;

3. Calculate the City TIRZ contribution percentage for all condos/townhomes completed two (2) calendar years prior according to the methodology provided below. A different City TIRZ contribution percentage will be calculated each year, and the City TIRZ contribution for a given calendar year will be applied to all condos/townhomes completed in the Project two (2) calendar years prior. Once the City TIRZ contribution percentage is determined for condos/townhomes completed in a calendar year, the City TIRZ contribution percentage will not change for those condos/townhomes.
 - a. if the Project Condo/Townhome Price equals or exceeds the Condo/Townhome Price Requirement, as updated annually, the City will contribute 30.5% of its incremental ad valorem taxes; and
 - b. if the Project Condo/Townhome Price is 10% or more below the Condo/Townhome Price Requirement, the City will contribute 0% of its incremental ad valorem taxes; and
 - c. if the Project Condo/Townhome Price is less than 10% below the Condo/Townhome Price Requirement the City will contribute an amount equal to the following formula:
$$30.5\% \times ((\text{Project Condo/Townhome Price} \div \text{Condo/Townhome Price Requirement} - 90\%) \div 10\%).$$

Non-Residential

By April 1st of each year, the City shall cause the following to be performed:

1. Calculate the City TIRZ contribution for non-residential property by averaging the City contribution percentage for all homes and condos/townhomes for which a City contribution percentage has been determined.



October 30, 2019

Via Email

Tom Bolt
City of Manor – City Manager
105 East Eggleston Street
Manor, Texas 78653

Re: Tax Improvement Reinvestment Zone No. 1 ("Zone"), City of Manor, Project and Finance Plan ("TIRZ Plan")

Dear Mr. Bolt,

Per your request, please accept this letter as Forestar (USA) Real Estate Group, Inc.'s good faith estimate of the projected sales prices of homes within the Zone:

Condos at \$204k
Phase 1 50's – \$270K
Phase 2 50's – \$275K
Phase 2 55's – \$287K
Phase 3 50's – \$280K
Phase 3 55's – \$292K
Phase 3 60's – \$297K
Phase 4 50's – \$285K
Phase 5 50's – \$290K
Phase 5 55's – \$297K
Phase 5 60's – \$302K

This information has also been provided to the PID Administrator for its preparation of the TIRZ Plan.

We appreciate everyone's time and effort on this project. If you need anything else, please let me know.

Sincerely,

John Maberry

Vice President - Real Estate Investments & Development



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an amendment to the Development Agreement (Manor Heights).

BACKGROUND/SUMMARY:

The City Council approved the Development Agreement (Manor Heights) on November 7, 2018 which included certain provisions and deadlines. Due to changes in state statute after the last legislative session and project delays, amendments to the Development Agreement to address extension of deadlines and compliance with state statute are being requested for consideration by City Council.

PRESENTATION: ☐ YES ☒ NO

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

Amendment Development Agreement
TIRZ Letter - FORESTAR

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the amendment to the Development Agreement (Manor Heights).

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

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

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Amendment**”) is dated effective November 6, 2019 (the “**Amendment Effective Date**”) and is entered into between the CITY OF MANOR, a Texas home-rule municipal corporation (the “**City**”) and SKY VILLAGE KIMBRO ESTATES, LLC, a Texas limited liability company, its authorized and approved successors and assigns, and RHOF, LLC, a Texas limited liability company, its authorized and approved successors and assigns (collectively, the “**Developer**”). The City and the Developer are sometimes referred to herein as the “**Parties**.”

RECITALS:

A. City and Developer previously entered into that certain Development Agreement dated effective November 7, 2018 (the “**Agreement**”) 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 (or is under contract to purchase) the Property (as defined in the Agreement).

C. City and Developer desire to modify and amend the Agreement in certain respects, as more particularly set forth in this Amendment.

AGREEMENT:

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

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

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

3) **PUD Zoning.** Since the approval of the Agreement, the City has approved Ordinance No. 534 (the “**PUD Ordinance**”) which established the PUD Zoning for the Property. Due to recent legislation that prohibits a City from requiring certain building materials, the Developer hereby agrees that all of the design standards and guidelines included in the PUD, including but not limited to the use of certain building materials as set forth in the PUD Ordinance shall apply to the Project. Section 4.03 of the Agreement is hereby updated to reflect that the PUD has been approved. In addition, Developer agrees to apply to the structures located on the Property a minimum of thirty percent (30%) masonry to the front façade and said masonry must be stone, brick or stucco. Applications for building permits shall demonstrate compliance with this section

and the Developer acknowledges and agrees that the City will reject building permit applications and deny certificates of occupancy for structures that do not comply with this section.

4) Utility Commitment (Water). In addition to the terms and conditions contained in Article XI, the City and the Developer hereby agree as follows:

The City will submit to the Public Utilities Commission (the “**PUC**”) a “Notice of Intent to Serve” (the “**Notice**”) for all of the Property, save and except the Nagle 2 Tract (defined below), within thirty (30) days after the Amendment Effective Date. After submittal to the PUC, the City shall thereafter diligently pursue obtaining the final approval from PUC so that the City may provide water utility service to the Property, save and except the Nagle 2 Tract. The Developer shall be responsible for any and all costs associated with the Notice to obtain final approval from the PUC in order for the City to provide water utility service to the Property, save and except the Nagle 2 Tract.

The Developer will submit to Manville Special Utility District (“**Manville**”) a petition to decertify the portion of the Property more particularly described on **Exhibit “P”** attached hereto (the “**Nagle 2 Tract**”) from Manville’s CCN on or before the City’s approval of the final plat of Phase 4 of the Project and shall thereafter diligently pursue the decertification from Manville’s CCN. The Developer shall be responsible for any and all costs of such decertification. If the Developer and Manville settle on an amount to be paid to Manville in order to decertify the Nagle 2 Tract, the Developer agrees to enter into an agreement with Manville and the City prior to any agreed to settlement payment being made to Manville.

Upon decertification of the Nagle 2 Tract, the City hereby agrees to submit to the PUC a “Notice of Intent to Serve” for the Nagle 2 Tract (the “**Nagle Notice**”) within thirty (30) days after Developer provides the City with notice that Manville has approved the decertification. After submittal to the PUC, the City shall thereafter diligently pursue obtaining the final approval from PUC so that the City may provide water utility service to the Nagle 2 Tract. The Developer shall be responsible for any and all costs associated with the Nagle Notice to obtain final approval from the PUC in order for the City to provide water utility service to the Nagle 2 Tract.

5) TCEQ Wastewater Discharge Permit. The last sentence of Section 10.01(b) shall be deleted and replaced in its entirety with the following:

“The City submitted an administratively complete application to TCEQ for the Permit on April 17, 2019 and is being diligent and using its best efforts to obtain Permit approval by responding to all TCEQ administrative comments received.”

6) Payment of Design Fees. Section 10.01(d) shall be deleted and replaced in its entirety with the following:

“Developer has contributed \$81,594.00 towards the design of the Plant. These Costs shall be reimbursed to Developer through the PID.”

7) Period of Pump and Haul Service. Section 12.02 shall be deleted and replaced in its entirety with the following:

“If requested by the Developer, pump and haul services described in Section 12.01 shall be provided by the City at the Developer’s expense until such time as the Plant and the Offsite Wastewater Improvements are complete and operational. After the date by which the Plant is to be completed (as set forth in the fourth paragraph of Article XIII), if the Plant is not complete and operational (“operational” shall include having 121 single-family residential customers necessary to properly operate the Plant), the City will provide pump and haul service to the Property (save and except Manor Heights South) at the City’s expense until such time as the Plant is complete and operational.”

8) Public Improvement District.

(a) The first and second paragraphs of Article XIII shall be deleted and replaced in their entirety with the following:

“The City intends to issue special revenue bonds (“**PID Bonds**”) with a minimum 3:1 value to lien in an amount that will not exceed \$30,000,000 secured by special assessments levied on the Property in the District to help finance certain public improvements in the District, primarily a portion of the Offsite Wastewater Improvements. Such public improvements and bond financing will be more particularly described in the Service and Assessment Plan (herein so called) and the PID Financing Agreement (herein so called) for the PID. The City and the Developer will enter into the PID Finance Agreement and agree upon the terms of the Service and Assessment Plan as soon as practicable after the Effective Date and prior to PID Bonds being issued. The Developer may elect to not have PID Bonds issued upfront (i.e. PID Bonds issued and funds used to finance public improvements as construction progresses) (“**Upfront PID Bonds**”) but rather delay the issuance of PID Bonds, commence construction of public improvements and have the bond proceeds reimburse Developer for construction of public improvements that have already been completed and accepted by the City (“**Reimbursement PID Bonds**”). Developer shall make this determination and notify the City on or before March 1, 2020. If the City does not timely receive this notification, Developer shall be deemed to have elected for Upfront PID Bonds to be issued.

If the City does not issue PID Bonds with a minimum 3:1 value to lien that will not exceed \$30,000,000 six months after the Developer has requested the issuance of bonds or within a reasonable time after Developer’s request therefore (provided Developer has not caused the delay of the issuance of PID Bonds) , then Developer and City hereby agree that (i) the City shall be solely responsible for all obligations and expenses related to providing

wastewater service to the Property, except as otherwise provided by City Ordinance (provided Developer has constructed the wastewater line depicted on **Exhibit “K”** and the Plant), and (ii) City shall immediately release any fiscal Developer has deposited for the Downstream Wastewater Improvements; provided that if the City issues PID Bonds as contemplated by this Agreement after six months after the Developer has requested issuance of bonds, then subsections (i) and (ii) shall not apply. If the Developer has not requested the issuance of bonds on or before August 31, 2021 and the PID dissolves in accordance with the Dissolution Agreement entered into by Developer and City, this Agreement, as amended shall terminate.”

(b) The fourth paragraph of Article XIII shall be deleted and replaced in its entirety with the following:

“Unless the completion of the Plant is caused by Developer delays, the Parties agree that construction of the Plant shall be completed (i) fifteen (15) months from the date the Developer deposits with the City or an escrow agent agreed upon by the Parties a cash deposit (or such other form of fiscal security acceptable to the City) in an amount equal to 110% of the cost to design and construct the Plant, if Developer selects Reimbursement PID Bonds; or fifteen (15) months from the date Upfront PID Bonds are issued and the Developer deposits with the City or an escrow agent agreed upon by the Parties a cash deposit in an amount equal to the difference between the amount of the Upfront PID Bonds available and on deposit with the PID Trustee for the purpose of the design and construction of the Plant and 110% of the cost of designing and constructing the Plant. If there are delays in the design and construction of the Plant not caused by the City, an extension for completion of the Plant shall be agreed upon by letter agreement between the Parties.”

9) Formation of the TIRZ. For purposes of clarification, as of the Amendment Effective Date, the City has approved the formation of the TIRZ and the corresponding Financing Plan for the TIRZ contemplated in Article XIII and the third paragraph of Article XIII is no longer applicable.

10) Approved Assignment. The City hereby approves FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation (“**Forestar**”) as a Designated Successor and Assign of Developer should Forestar become the owner of the Property on or before November 6, 2019.

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

12) No Waiver. Neither City's nor Developer's execution of this Amendment shall (a) constitute a waiver of any of its rights and remedies under the Agreement or at law with respect to the other party's obligations under the Agreement or (b) be construed as a bar to any subsequent enforcement of any of its rights or remedies against the other party.

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

14) 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 Amendment shall be binding on them, their personal representatives, heirs, successors and assigns.

15) Counterparts. This 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 Amendment Effective Date.

CITY:

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

By: _____
Name: Rita G. Jonse
Title: Mayor

Attest:

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

Approved as to form:

By: _____
Name: Veronica Rivera
Title: Assistant City Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2019, by Rita G. Jonse, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

SKY VILLAGE KIMBRO ESTATES, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2019,
by _____, _____ of Sky Village Kimbro Estates, LLC, a Texas
limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of _____

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 _____, 2019,
by _____, _____ of RHOF LLC, a Texas limited liability company,
on behalf of said company.

(SEAL)

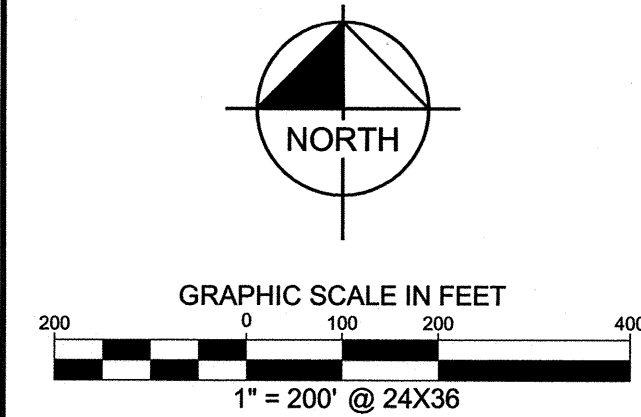
Notary Public, State of _____

ACKNOWLEDGED AND AGREED TO:

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

By: _____
Name: _____
Title: _____

**Exhibit “P”
Manville Petition**



LEGEND	
	BOX OR PEDESTAL
	HANDHOLE
	MANHOLE
	MARKER SIGN
	METER
	MARKER PINFLAG
	POLE
	STORAGE TANK
	VALVE (EXCEPT WATER)
	VAULT
	WELL
	TV CABLE
	ROOF DRAIN
	ELEVATION BENCHMARK
	FLOW DIRECTION
	MONITORING WELL
	FUEL TANK
	FLOOD LIGHT
	GUY ANCHOR
	GUY ANCHOR POLE
	UTILITY POLE
	ELECTRIC SWITCH
	ELECTRIC TRANSFORMER
	HANDICAPPED PARKING
	PARKING METER
	RAILROAD SIGNAL
	RAILROAD SIGN
	SIGN
	MARQUEE/BILLBOARD
	AC UNIT
	BASKET BALL GOAL
	BORE LOCATION
	FLAG POLE
	GOAL POST
	GREASE TRAP
	IRRIGATION VALVE
	LIGHT STANDARD
	MAIL BOX
	NEWS STAND
	PHONE BOOTH
	600 NAIL FOUND
	COMMUNICATIONS
	ELECTRIC OR POWER
	FIBER OPTIC
	NATURAL GAS
	PETROLEUM OR PIPELINE
	RAILROAD
	SAN. SEWER OR WASTEWATER
	STORM SEWER
	TELEPHONE
	TRAFFIC
	UNIDENTIFIED
	WATER
	SECURITY CAMERA
	SANITARY SEWER BOX
	SANITARY SEWER CLEAN OUT
	SANITARY SEWER LIFT STATION
	STORM SEWER DRAIN
	TRAFFIC BARRIER
	TRAFFIC BOLLARD
	TRAFFIC CAMERA
	TRAFFIC SENSOR
	TRAFFIC SIGNAL
	TRASH BIN
	WATER BOX
	FIRE SPRINKLER CONNECTION
	FIRE HYDRANT
	WATER VALVE
	AIR RELEASE VALVE
	WATER WELL
	12" IRON ROD W/ "KHA" CAP SET
	IRON ROD WITH CAP FOUND
	PK NAIL SET
	PK NAIL FOUND
	IRON ROD FOUND
	"X" CUT IN CONCRETE SET
	"X" CUT IN CONCRETE FOUND
	P.O.B. POINT OF BEGINNING
	IRFAC IRON ROD W/ ALUM. CAP FOUND
	CORRUGATED METAL PIPE
	RIGHT OF WAY

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE
	WATER LINE
	SANITARY SEWER LINE
	STORM SEWER LINE
	UNDERGROUND GAS LINE
	OVERHEAD UTILITY LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELEPHONE LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT
	FEMA EFFECTIVE 100 YRS FLOODPLAIN LIMITS

LINE TABLE		
NO.	BEARING	LENGTH
L1	N81°41'12"W	40.02'
L2	S81°41'12"E	20.01'
L3	S28°18'48"W	20.01'

LEGAL DESCRIPTION:

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.

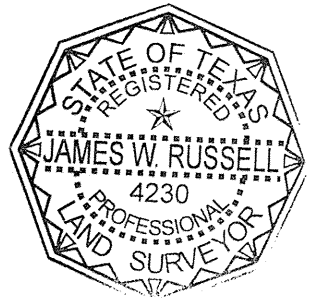
SURVEYORS CERTIFICATION:

To: Sky Village Kimbro Estates, LLC, a Texas limited liability company; Denise Marie Pilotte Loschiavo; Stewart Title Guaranty Company; Independence Title Company.

I hereby certify that this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A Condition 4 Survey.

Survey Date: 3/30, 2017

James W. Russell
Registered Professional Land Surveyor No. 4230
Kimley-Horn and Associates, Inc.
601 NW, Loop 410, Suite 350
San Antonio, Texas 78216
Ph: 210-541-9166
jim.russell@kimley-horn.com



NOTES:

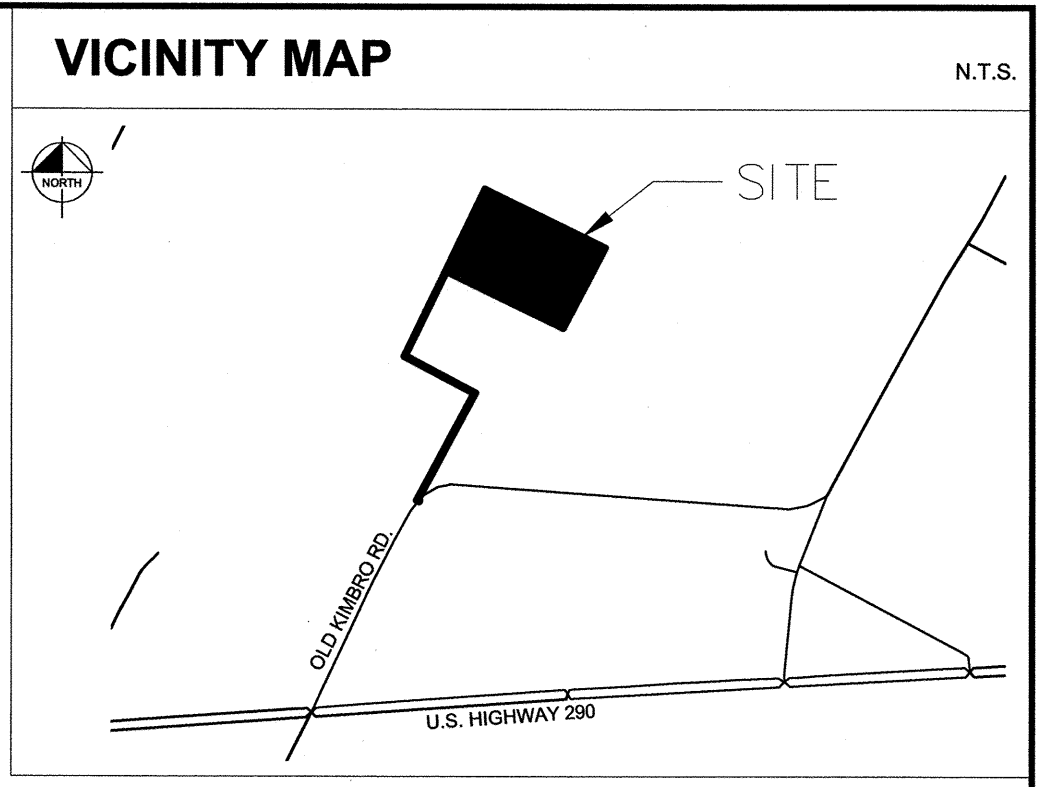
1. THE RECORD DESCRIPTION FORMS A MATHEMATICALLY CLOSED FIGURE.
2. THE SURVEYED PROPERTY ADDRESS IS 13366 OLD KIMBRO RD, TX 78653.
3. THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES.
4. THERE WHERE NOT VISIBLE SANITARY SEWER, STORM SEWER AND WATER IMPROVEMENTS, EXCEPT AS SHOWN.
5. THE TRAVIS COUNTY CENTRAL APPRAISAL DISTRICT PROPERTY ID NUMBER IS 477399.
6. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SURVEYED PROPERTY.
7. NO OBSERVED EVIDENCE OF THE SURVEYED PROPERTY BEING IN USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LAND FILL.
8. THE COORDINATE SYSTEM FOR THIS SURVEY IS THE TEXAS COORDINATE SYSTEM OF 1983, ZONE 4203, NAD 83 DATUM.
9. BEARING ARE EXPRESSED AS GRID BEARINGS (TEXAS COORDINATE SYSTEM OF 1983, ZONE 4203, NAD 83 DATUM), AS DETERMINED BY GPS OBSERVATIONS.
10. THE SURVEYOR DID NOT ABSTRACT THE SURVEYED PROPERTY.
11. THE RECORD OWNER OF THE SUBJECT PROPERTY IS PILOTTE FAMILY TRUST.

FLOOD STATEMENT:

ACCORDING TO COMMUNITY PANEL NO.48453C0505H, DATED SEPTEMBER 26, 2008 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF TRAVIS COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, ZONE "X". IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

No.	DATE	REVISION DESCRIPTION

Copyright © 2017
Kimley-Horn and Associates, Inc.
All rights reserved



ZONING:
CURRENT ZONING: MANOR ETJ
REQUIRED SETBACKS: N/A

NOTES ADDRESSING SCHEDULE B EXCEPTIONS:

(PURSUANT TO COMMITMENT FOR TITLE INSURANCE PROVIDED BY STEWART TITLE GUARANTY COMPANY; INDEPENDENCE TITLE COMPANY, GF. NO. 1702156-COM, EFFECTIVE DATE JANUARY 12, 2017, ISSUED: JANUARY 23, 2017.)

SCHEDULE B

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception): Document No. 199900207 (Plat) (SUBJECT TO AS SHOWN), and Document No. 1999058185 (SUBJECT TO AS SHOWN), Official Public Records, Travis County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must either insert specific recording data or delete this exception):

- a. Building setback lines as set forth in instrument recorded in Document No. 1999058185, Official Public Records, Travis County, Texas. (SUBJECT TO AS SHOWN)
- b. Terms, Conditions, and Stipulations in the Agreement:
Recorded: Document No. 1999058184, Official Public Records, Travis County, Texas. (SUBJECT TO AS SHOWN)
Type: Declaration of Access and Public Utility Easement
- c. Easement:
Recorded: Volume 848, Page 55, Deed Records, Travis County, Texas.
To: Texas Pipeline Company
Purpose: pipe line
Note: Said easement being further affected by instruments recorded in Document No. 1999022197 and Document No. 2010005284, Official Public Records, Travis County, Texas. (SUBJECT TO AS SHOWN)
- d. Easement:
Recorded: Volume 820, Page 567, Deed Records, Travis County, Texas.
Purpose: ingress and egress
(Affects that portion of Lot 2 out of the 1.847 acre tract described in Volume 13316, Page 1691, Real Property Records, Travis County, Texas.) (SUBJECT TO AS SHOWN)
- e. Mineral and/or royalty interest:
Recorded: Volume 1409, Page 294, Deed Records, Travis County, Texas.
Title to said interest has not been researched subsequent to the date of the above referenced instrument. (UNABLE TO RETRIEVE DOCUMENT)
- f. Affidavit to the Public regarding an On-Site Sewage Facility as recorded in Document No. 2000095513, Official Public Records, Travis County, Texas. (SUBJECT TO)
- g. Affidavit to the Public regarding an On-Site Sewage Facility as recorded in Document No. 20000197861, Official Public Records, Travis County, Texas. (UNABLE TO RETRIEVE DOCUMENT)
- k. Access Easement by and between Denise Marie Pilotte Loschiavo and Frontier Bank recorded in Document No. 2011004463, Official Records, Travis County, Texas. (SUBJECT TO AS SHOWN)
- l. Deleted

LAND TITLE SURVEY

35.626 ACRES OF LAND LOCATED IN THE LEMUEL KIMBRO SURVEY, ABSTRACT NUMBER 456, TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN LOT 2, J.F. NAGLE ESTATES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 199900207, PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216
FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	RAA	JWR	03/27/2017	069255700	1 OF 1

DWG NAME: K:\SMA SURVEY\069255700-SKY VILLAGE SOUTH\DWG PLOTTED BY: ARAUCO-CRUZ, ROBERTO 3/30/2017 2:18 PM LAST SAVED: 3/30/2017 2:17 PM



October 30, 2019

Via Email

Tom Bolt
City of Manor – City Manager
105 East Eggleston Street
Manor, Texas 78653

Re: Tax Improvement Reinvestment Zone No. 1 ("Zone"), City of Manor, Project and Finance Plan ("TIRZ Plan")

Dear Mr. Bolt,

Per your request, please accept this letter as Forestar (USA) Real Estate Group, Inc.'s good faith estimate of the projected sales prices of homes within the Zone:

Condos at \$204k
Phase 1 50's – \$270K
Phase 2 50's – \$275K
Phase 2 55's – \$287K
Phase 3 50's – \$280K
Phase 3 55's – \$292K
Phase 3 60's – \$297K
Phase 4 50's – \$285K
Phase 5 50's – \$290K
Phase 5 55's – \$297K
Phase 5 60's – \$302K

This information has also been provided to the PID Administrator for its preparation of the TIRZ Plan.

We appreciate everyone's time and effort on this project. If you need anything else, please let me know.

Sincerely,

John Maberry

Vice President - Real Estate Investments & Development



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an Assignment and Assumption of the Development Agreement regarding Manor Heights.

BACKGROUND/SUMMARY:

Sky Village Kimbro Estates, LLC and RHOF, LLC (collectively, the "Developer") and the City entered into that Development Agreement (Manor Heights) on November 7, 2018. (the "Development Agreement") The Developer is under contract to sell all or most of the property covered by the Development Agreement to Forestar (USA) Real Estate Group, Inc. ("Forestar"). In accordance with the terms of the Development Agreement, the Developer has requested that the City Council consent to the assignment of all of Developer's rights, title and interest to the Development Agreement to Forestar in connection with the sale of the property.

PRESENTATION: ☐ YES ☒ NO

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

Assignment and Assumption of Development Agreement

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council consent to the Assignment and Assumption of the Development Agreement regarding Manor Heights and directs the City Manager to execute the consent.

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



TALLEY J. WILLIAMS
512.404.2234
twilliams@mwswtexas.com

October 18, 2019

***Via Certified Mail/Return Receipt Requested
and via Email: tbolt@cityofmanor.org***

City of Manor
Attn: Tom Bolt, City Manager
105 E. Eggleston St.
Manor, Texas 78653

Re: Development Agreement dated effective November 7, 2018 (as amended, the "Agreement") between the CITY OF MANOR, a Texas home-rule municipal corporation (the "City") and SKY VILLAGE KIMBRO ESTATES, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company (collectively, the "Developer") for that certain Project (as defined therein) located in the City of Manor, Travis County, Texas

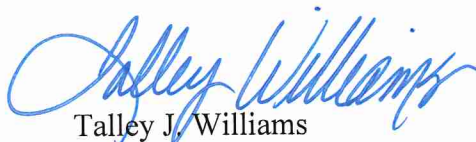
Dear Mr. Bolt,

Our firm represents and writes this letter on behalf of Developer. As you know, Developer, as Seller, is under contract with FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation ("Forestar"), as Buyer, to sell the Property (as defined in the Agreement) to Forestar. In connection with such sale, Developer desires to assign, and Forestar desires to assume, all of Developer's rights, title and interest in the Agreement. Section 17.01 of the Agreement requires Developer to provide the City with notice of such assignment or transfer, and obtain the City's consent, which consent is not to be unreasonably withheld.

Please accept this letter as Developer's request for the City to consent to Developer's assignment of all of Developer's right, title and interest the Agreement in connection with the sale of the Property. A draft of the proposed assignment is enclosed hereto. Developer respectfully requests that the City approve this assignment on or before the anticipated closing date of October 31, 2019. Please acknowledge your consent to the assignment by executing this letter in the space below provided and returning a copy to me at your earliest convenience.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Talley J. Williams

Enclosure



METCALFE WOLFF
STUART & WILLIAMS, LLP
Attorneys at Law

October 18, 2019
City of Manor
Page 2

Accepted and agreed to this
____ day of October, 2019

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

By: _____
Name: _____
Title: _____

cc: Veronica Rivera (via e-mail: vrivera@cityattorneytexas.com)
Gordon Reger (via email: greger@regerholdings.com)
Joe Armenia (via email: jarmenia@regerholdings.com)

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "*Assignment*") is executed to be effective the ____ day of October, 2019 (the "*Effective Date*"), between SKY VILLAGE KIMBRO ESTATES, LLC, a Texas limited liability company, and RHOF, LLC, a Texas limited liability company (collectively, "*Assignor*"), and FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation ("*Assignee*").

A. Assignor, as Seller, and Assignee, as Buyer entered into that certain Agreement of Sale and Purchase dated effective June 18, 2019 (as amended, the "*Contract*") whereby Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the real property (the "*Property*") described in the Contract and being more particularly described in Exhibit "A" attached to and incorporated in this Assignment;

B. Pursuant to the Contract, Assignor is assigning to Assignee all of Assignor's right, title, and interest in, to, and under that certain Development Agreement dated effective November 7, 2018 (as amended, the "*Development Agreement*") between the CITY OF MANOR, a Texas home-rule municipal corporation, and Assignor, for that certain Project (as defined in the Development Agreement) located in the City of Manor, Travis County, Texas.

C. Pursuant to Section 17.01 of the Development Agreement, Assignor may assign the Development Agreement to a successor owner of the Property.

D. Capitalized terms used in this Assignment and not defined herein shall have the meanings set forth in the Contract.

E. This Assignment is executed and delivered at Closing under the Contract.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. **Assignment and Assumption of Development Agreement.** Assignor hereby assigns to Assignee the Development Agreement and all of Assignor's right, title, and interest in, to, and under the Development Agreement, including without limitation all payments, deposits, and fees made by Assignor pursuant to or in connection with the Development Agreement, and in consideration thereof, Assignee hereby assumes the Development Agreement and all of Assignor's duties and obligations under the Development Agreement. Assignor has delivered to Assignee and Assignee acknowledges receipt of copies of the Development Agreement and any amendments thereto.

2. **Further Assurances.** Assignor and Assignee hereby agree to execute such further documents and consents as shall be reasonably requested by the other party or the City from time to time to evidence to third parties this Assignment.

4. **Mutual Indemnification.** Assignor will indemnify Assignee against and hold Assignee harmless from any and all loss, liability, cost, and expense (including but not limited to

court costs and reasonable attorney's fees) arising out of any breach or unpaid obligations of Assignor under the Development Agreement prior to the Effective Date, and Assignee will indemnify Assignor against and hold Assignor harmless from any loss, liability, cost, and expense (including but not limited to court costs and reasonable attorney's fees) arising out of any breach or unpaid obligations of Assignee under the Development Agreement from and after the Effective Date.

5. **Miscellaneous.** If any term, provision, covenant, or condition of this Assignment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS. Neither this Assignment nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective heirs, executors, administrators, assigns, successors in interest, and anyone claiming by, through, or under any one of the parties. This Assignment may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement. The parties agree that this Assignment may be transmitted by facsimile machine or by electronic scanning and e-mail, and the parties intend that faxed or scanned signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this Assignment with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED by the parties to be effective October 31, 2019.

ASSIGNOR:

SKY VILLAGE KIMBRO ESTATES, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

RHOF, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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ASSIGNEE:

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

By: _____
Name: _____
Title: _____

EXHIBIT “A”

Property



AGENDA ITEM NO. 9

AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on award of a contract addendum for professional services for the FY 2019 Capital Metro BCT Paving Improvements Project.

BACKGROUND/SUMMARY:

Engineering design, bidding and construction phase services for the paving improvements project.

PRESENTATION: ☒ YES ☐ NO

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

approved project list letter

Proposed contract addendum

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council award a contract addendum to Jay Engineering Company, Inc. for design, bidding and construction phase services for the FY 2019 Capital Metro BCT Paving Improvements Project.

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



July 12, 2019

Ms. Christy D. Willhite
Government Relations and Compliance Manager
Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, TX 78702

Re: BCT Suburban Communities Program
FY 2019 Project List
City of Manor, Texas

Dear Ms. Willhite:

Please accept the following proposal and project list for you review and approval:

Street Reconstruction and Resurfacing Including: Excavation, Subgrade Preparation, Flex Base, Paving Fabric and Hot Mix Asphalt Concrete in selected areas; Level-Up and Hot Mix Asphalt Concrete in selected areas.

1. N. La Grange Street from E. Eggleston Street to E. Murray Street, 300-800 Blocks
2. N. Burnet Street from E. Rector Street to E. Murray Street, 500&600 Blocks (Alt.)
3. S. San Marcos Street from E. Brenham Street to railroad tracks, 100-300 Blocks (Alt.)

Total Anticipated Construction Costs (1,800 LF x \$74.96/LF):	\$291,000
Engineering:	\$ 28,300
Contingencies:	\$ 26,400
Total Anticipated Project Costs:	\$346,600

Budgeted funding for the project is as follows:

2018 Cap Metro BCT Funds:	\$106,000
City of Manor Street and Drainage Funds:	\$240,600
Total Budgeted Project Funding:	\$346,600

We trust that you will find this proposal for the projects for FY 2019 approvable, and look forward to hearing from you soon. If you should have any questions, or need additional information regarding the City of Manor's participation in the BCT Suburban Communities Program, please let us know.

Sincerely,

Tom Bolt, City Manager
City of Manor, Texas

Copy: Jay Engineering Company, Inc.

EXHIBIT B

ADDENDUM NO. 55

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

Through this addendum, CLIENT 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 Professional Services Agreement, except as modified herein.

ASSIGNMENT: **FY 2019 CAPITAL METRO BCT PAVING IMPROVEMENTS PROJECT.**

SCOPE OF SERVICES:

☐ See attached.

Scope as defined in the following: Prepare drawings, specifications and contract documents for FY 2019 Capital Metro BCT Paving Improvements Project. Design surveys and construction observation are included herein. Boundary or easement survey work for land acquisition, geotechnical investigations, and design of access or drainage improvements are not included herein.

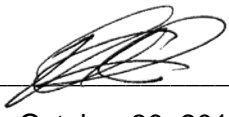
COMPENSATION:

- ☒ Lump Sum Fee of \$28,300
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: _____

By:  _____

Date: _____

Date: October 30, 2019

Jaeco Project No. 100-081-20



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on award of a contract addendum for Advisory Consulting services for the 2020 Community Impact Fee Update project.

BACKGROUND/SUMMARY:

Community Impact Fee (CIF) programs are updated at a minimum every five years to comply with the statutory requirements of Chapter 395 of the Local Government Code. The last update to the Water and Wastewater CIF programs was conducted in 2016. During the course of a recent amendment to the Wastewater Capital Improvements Plan (a component of the CIF program) City Staff determined that a full update to both the Water and Wastewater CIFs is recommended now to accommodate recent developments in City growth and to better provide for current demands for new utility services. The process will take roughly six months to complete the update. The City's Planning and Zoning Commission in concert with a development representative and the Advisory Consultant will develop the updates for Council consideration and final CIF Ordinance adoption.

PRESENTATION: ☒ YES ☐ NO

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

Proposed contract addendum

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council award a contract addendum to Jay Engineering Company, Inc. for Advisory Consulting services for the 2020 Community Impact Fee Update project.

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

EXHIBIT B

ADDENDUM NO. 54

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

An addendum to the Professional Services Agreement between the City of Manor, Texas, as CLIENT, and Jay Engineering Company, Inc., as ENGINEER, dated October 15, 2001.

Through this addendum, CLIENT 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 Professional Services Agreement, except as modified herein.

ASSIGNMENT: **2020 UPDATE – COMMUNITY IMPACT FEE SCHEDULE, WITH STUDIES, MAPPING, COST ANALYSES, MEETINGS AND HEARINGS.**

SCOPE OF SERVICES:

- ☐ See attached.
- ☒ Scope as defined in the following: Review current program status and new growth needs with advisory committee. Perform growth projections, land use assumptions, and conduct public hearing/meetings. Develop impact fee project list for water and wastewater, prepare cost estimates with fee-eligible portions, recommend new fee structure and conduct public hearing/meetings. Furnish support documentation and mapping for City files and provide implementation guidelines.


COMPENSATION:

- ☒ Lump Sum Fee of \$30,600
- ☐ ____ (%) Preset Percent of Construction Cost (curve fee times actual construction cost)
- ☐ TSPE/ACEC Fees of Median Compensation (fee determined by actual construction cost)

CITY OF MANOR, TEXAS

JAY ENGINEERING COMPANY, INC.

By: _____

By:  _____

Date: _____

Date: October 30, 2019

JAECO Project No.100-082-20



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Scott Dunlop, Assistant Development Director

DEPARTMENT: Development Services

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances by adding Article 1.14 Public Tree Care to Chapter 1, General Provisions establishing public tree care regulations and establishing a public tree advisory committee.

BACKGROUND/SUMMARY:

In order to become a certified Tree City USA by the Arbor Day Foundation, one of the requirements is the creation of Public Tree Care ordinance. This ordinance allows for public works to maintain and plant trees within the city's ROW and/or on city property. It also forms a Public Tree Advisory Committee, which is comprised of the already formed Parks Committee plus 2 members of P&Z who will be appointed by the Council, to oversee the protection, health and installation of public trees as well as coordinating education and outreach activities in the community.

PRESENTATION: ☐ YES ☒ NO

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

Ordinance No. 559

STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an Ordinance No. 559 amending Manor Code of Ordinances by adding Article 1.14 Public Tree Care to Chapter 1, General Provisions establishing public tree care regulations and establishing a public tree advisory committee.

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

ORDINANCE NO. 559

AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING ARTICLE 1.14, PUBLIC TREE CARE, TO CHAPTER 1, GENERAL PROVISIONS, ESTABLISHING PUBLIC TREE CARE REGULATIONS; ESTABLISHING PUBLIC TREE CARE ADVISORY BOARD; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Manor (“City”) desires to enhance the natural environment and public spaces through the continued care, maintenance, and planting of trees in the public spaces; and

WHEREAS, the City intends to make application to become a “Tree City USA” as designated by the Arbor Day Foundation; and

WHEREAS, the City also desires to establish a Public Tree Advisory Committee which will develop a plan to oversee the protection, enhancement, and/or installation of trees in the public spaces and areas.

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

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

Section 2. Amendment of Code of Ordinances. The City Council hereby amends Chapter 1, General Provisions, of the City of Manor Code of Ordinances to add a new *Article 1.14, Public Tree Care* section to read as follows:

ARTICLE 1.14 PUBLIC TREE CARE

Section 1.14.001 Purpose and Intent

The purpose of this Article is to protect existing trees, promote the planting of new trees, and establish a City policy regarding the planting, maintenance, and removal of specified trees within the City’s public spaces and its environs. The intent of this subchapter is that it applies to all trees located on public property in the City limits.

Section 1.14.002 Created and Established

Public Tree Care provisions are hereby adopted, granting the City the legal authority over the care of all trees, plants and shrubs located within city-owned and controlled property, public rights-of-way, parks and other public places, which will aid in the establishment of a municipal landscape program and will enhance the public health, safety and beauty of the City.

Section 1.14.003 Care of Public Trees

(A) The Public Works Director and/or designee shall have the responsibility to plant, prune, maintain and remove trees and woody plants on all City streets, rights-of-way, and/or City parks, as well as within any other City-owned and controlled property. The Public Works Director and/or designee, in appropriate cases, and upon consultation with a property owner and written permission, may remove or prune a tree on private property which threatens the safety of those who may use a public place.

(B) Property owners are responsible for the reasonable and routine maintenance of trees on the right-of-way which is an extension of the property owner's front yard and/or setback. This shall include maintaining a clearance over the sidewalk of eight feet (8').

(C) The Public Works Director or designee may recommend the removal of any tree or part of a tree that threatens the safety of any person, property or structure by reason of its location. This shall include but is not limited to threats against electric lines, telephone lines, gas lines or any municipal water or sewer lines or any public improvement. Any tree which is affected by any injurious fungus, insect or other damaging biotic organism may also be removed.

(D) No person shall remove, destroy, prune, top or cause the removal, destruction, pruning or topping of a tree on City property or in any City park without first having obtained written permission for such removal, destruction, pruning, or topping from the Public Works Director and/or their designee.

(E) It shall be unlawful for any person, firm or corporation to attach any cable, wire, rope or sign to any City tree, plant or shrub without first having obtained written permission from the Public Works Director and/or their designee.

Section 1.14.004 Establishment of a Public Tree Advisory Board

(A) Creation. There is hereby designated a committee to be known as the Public Tree Advisory Board. This committee is to function as an advisory board to City staff or City council, as the case may be, in regard to regulations pertaining to public trees.

(B) Membership. The Public Tree Advisory Board shall be composed of the then seated members of the City's Parks Committee, plus two members of P&Z who shall be selected by the City Council. All provisions related to membership service, including appointment by place, filling vacancies, residency requirements, attendance and terms of service are the same as those applicable to the City's Parks Committee. Additional duties of Parks Committee members, pertaining specifically to this Article, include the following.

(B) Duties.

- (1) Promote the protection of healthy trees on public property;
- (2) Coordinate and promote Arbor Day activities;
- (3) Develop public awareness and education programs relating to trees in the city community;

- (4) Review city department and public concerns relating to tree care on the city's public property;
- (5) Consult with the state forest service for advice on protection of existing native or established trees and/or the planting of new native trees;
- (6) Submit an annual application to renew the Tree City USA designation; and
- (7) Other duties that may be assigned by the City Council.

Section 3. Repealing all Conflicting Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City of Manor ("City"), the terms and provisions of this ordinance shall control.

Section 4. Savings Clause. This City Council of the City of Manor, Texas hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 5. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was considered was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED THIS the 6th day of November 2019.

THE CITY OF MANOR, TEXAS

Rita G. Jonse, Mayor

ATTEST:

Lluvia T. Almaraz, TRMC
City Secretary



AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 6, 2019

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Administration

AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on naming the new City's Park on Lexington Street.

BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

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

STAFF RECOMMENDATION:

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